

280399

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 6805

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
4621060 0117 R03 114:28
CK 03/27/90
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 FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature] MIS Director
(Signature of Debtor)

David A. [Signature] MIS Director
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Thomas E. Myers, Treasurer
Type or Print Above Name on Above Line

11.8

EXHIBIT A
DESCRIPTION OF EQUIPMENT

BOOK 554 PAGE 02

One (1) 011006 *(2)MOD 30 286,1MB,1.44DD S/N(s): 9034971
One (1) 011039 *(2)MOD 30 286-E31,1MB,30M,1 S/N(s): A081797
Two (2) 030844 COLOR DISPLAY 12IN (8513) S/N(s): 23HDA50, 23HDB96
One (1) 07MD361806 LANCARD/A
One (1) 05X122 1.2M EXT DRIVE PS/2
One (1) 065000 CPQ PARALLEL/SERIAL BOARD
One (1) 200821 EA(5)DOS 3.3 IBM 3.5 & 5.25
One (1) 041604 LQ-1050 24 WIRE PTR P+S WIDE
One (1) 400402 CBL:IBM PAR 15FT

General Elevator Company, Incorporated
Type Full Legal Company Name

[Signature] David A. Quaranta
Signature Print Name Signature Print Name

MIS Director _____
Title Title

March 16, 1990 March 16, 1990
Date Date

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Bowen Carpets
Address 208 Maryland Avenue Pasadena, Maryland 21122

2. SECURED PARTY

Name Sunnen Products Company
Address 7910 Manchester Avenue
St. Louis, Missouri 63143

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

3. Maturity date of obligation (if any) _____

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

- 1 BP-10K Press Serial # 8610
- 1 B-500J Pin Inserter Set

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#621070 0777 R03 T 4:29
03/07/70

CK H. ERLE SCHAFER
PA CO. CIRCUIT COURT

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

James P Bowen
(Signature of Debtor)

Jim Bowen, Owner
Type or Print Above Name on Above Line

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

Les McKee
(Signature of Secured Party)

Les McKee - Manager
Type or Print Above Signature on Above Line

11/50

BOOK 554 PAGE 114
STATEMENT OF ASSIGNMENT

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

- 1. NAMES AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.
t/a TOYOTA CITY and BROWN'S TOYOTA CITY
7167 Ritchie Hwy.
Glen Burnie, MD 21061
- 2. NAME AND ADDRESS OF ASSIGNEE TO SECURED PARTY: MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:
 File No. 267375 Filed 5-6-87
 Record Reference: Liber 511 Folio 572

4. The Assignee to Secured Party certifies that the Assignee to Secured Party has further 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 covered by the original Financing Statement.

MELLON BANK, N.A.
 Dealer Business Center
 Two Mellon Bank Center
 Room 220
 Pittsburgh, Pennsylvania 15258

RECORD FEE CK 10.00
 POSTAGE .50
 8681100 0217 ROD 114031
 03/27/90
 H. GYLE SCHAFER
 AA CO. CIRCUIT COURT

Dated: 2/22/90

ASSIGNEE TO SECURED PARTY:

MELLON BANK (MD)

By: B. Christman
PRES
 Title

RETURN TO: Fran Landers, c/o Ober, Kaler, Grimes & Shriver
 120 E. Baltimore Street
 Baltimore, Maryland 21202-1643

C:\DOCS\FEL

15.6

STATEMENT OF ASSIGNMENT

BOOK 554 PAGE 115

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

1. NAMES AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.
t/a TOYOTA CITY and BROWN'S TOYOTA CITY
7167 Ritchie Hwy.
Glen Burnie, MD 21061
2. NAME AND ADDRESS OF ASSIGNEE TO SECURED PARTY: MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267643 Filed 5-18-87
Record Reference: Liber 512 Folio 294

4. The Assignee to Secured Party certifies that the Assignee to Secured Party has further 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 covered by the original Financing Statement.

MELLON BANK, N.A.
Dealer Business Center
Two Mellon Bank Center
Room 220
Pittsburgh, Pennsylvania 15258

RECORD FEE 10.00

POSTAGE 300 .50

432110 DTT 103 714:31

03/27/90

Dated: 2/22/90

ASSIGNEE TO SECURED PARTY:

MELLON BANK (MD)

By: B. Christman
Pres
Title

RETURN TO: Fran Landers, c/o Ober, Kaler, Grimes & Shriver
120 E. Baltimore Street
Baltimore, Maryland 21202-1643

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165

STATEMENT OF ASSIGNMENT

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

1. NAMES AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.
t/a TOYOTA CITY and BROWN'S TOYOTA CITY
7167 Ritchie Hwy.
Glen Burnie, MD 21061
2. NAME AND ADDRESS OF ASSIGNEE TO SECURED PARTY: MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272839 Filed 5-17-88
Record Reference: Liber 527 Folio 27

4. The Assignee to Secured Party certifies that the Assignee to Secured Party has further 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 covered by the original Financing Statement.

MELLON BANK, N.A.
Dealer Business Center
Two Mellon Bank Center
Room 220
Pittsburgh, Pennsylvania 15258

RECORD FEE 10.00
POSTAGE .50
MELLON BANK (MD) 1901 RESEARCH BLVD ROCKVILLE MD 20850
CK 03/27/90
H. DALE SCHAFER
AA CO. DISTRICT COURT

Dated: 2/22/90

ASSIGNEE TO SECURED PARTY:

MELLON BANK (MD)

By: BJ Christman
DRES
Title

RETURN TO: Fran Landers, c/o Ober, Kaler, Grimes & Shriver
120 E. Baltimore Street
Baltimore, Maryland 21202-1643

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10.00

STATEMENT OF ASSIGNMENT

BOOK 554 PAGE 07

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

1. NAMES AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.
t/a BROWN'S HYUNDAI CITY
7165 North Ritchie Hwy.
Glen Burnie, MD 21061
2. NAME AND ADDRESS OF ASSIGNEE TO SECURED PARTY: MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267570 Filed 5-12-87
Record Reference: Liber 512 Folio 147

4. The Assignee to Secured Party certifies that the Assignee to Secured Party has further 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 covered by the original Financing Statement.

MELLON BANK, N.A.
Dealer Business Center
Two Mellon Bank Center
Room 220
Pittsburgh, Pennsylvania 15258

20.00
.50
03/22/90
CK
H. EARLE SCHAFER
AA CO. DISTRICT COURT

Dated: 2/22/90

ASSIGNEE TO SECURED PARTY:

MELLON BANK (MD)

By: B. Christman
PRES.
Title

RETURN TO:

Fran Landers, c/o Ober, Kaler, Grimes & Shrive
120 E. Baltimore Street
Baltimore, Maryland 21202-1643

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STATEMENT OF ASSIGNMENT

BOOK 554 PAGE 08

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

1. NAMES AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.
t/a BROWN'S HYUNDAI CITY
7165 North Ritchie Hwy.
Glen Burnie, MD 21061
2. NAME AND ADDRESS OF ASSIGNEE TO SECURED PARTY: MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267376 Filed 5-6-87
Record Reference: Liber 511 Folio 573

4. The Assignee to Secured Party certifies that the Assignee to Secured Party has further 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 covered by the original Financing Statement.

MELLON BANK, N.A.
Dealer Business Center
Two Mellon Bank Center
Room 220
Pittsburgh, Pennsylvania 15258

Dated: 2/22/90

ASSIGNEE TO SECURED PARTY:

MELLON BANK (MD)

By: [Signature]
Pres Title

RETURN TO: Fran Landers, c/o Ober, Kaler, Grimes & Shriver
120 E. Baltimore Street
Baltimore, Maryland 21202-1643

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STATEMENT OF ASSIGNMENT

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

1. NAMES AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC. t/a BROWN'S HYUNDAI CITY 7165 North Ritchie Hwy. Glen Burnie, MD 21061

2. NAME AND ADDRESS OF ASSIGNEE TO SECURED PARTY: MELLON BANK (MD) 1901 Research Boulevard Rockville, Maryland 20850

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272841 Filed 5-17-88 Record Reference: Liber 527 Folio 33

4. The Assignee to Secured Party certifies that the Assignee to Secured Party has further 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 covered by the original Financing Statement.

MELLON BANK, N.A. Dealer Business Center Two Mellon Bank Center Room 220 Pittsburgh, Pennsylvania 15258

RECORD FEE 10.00 POSTAGE .50 HES1160 CITY REC 71-432 03/21/90 H. ERIC SHAFER PA CO. CIRCUIT COURT

Dated: 2/22/90

ASSIGNEE TO SECURED PARTY:

MELLON BANK (MD)

By: [Signature] Title

RETURN TO:

Fran Landers, c/o Ober, Kaler, Grimes & Shrive 120 E. Baltimore Street Baltimore, Maryland 21202-1643

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165

STATEMENT OF ASSIGNMENT

PAGE 554 PAGE 10

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

1. NAMES AND ADDRESS OF DEBTOR: WILLIAM E. SCHUILING
c/o Mid-Atlantic Cars, Inc.
10287 Lee Highway
Fairfax, VA 22030
2. NAME AND ADDRESS OF ASSIGNEE TO SECURED PARTY: MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272280 Filed 3-31-88
Record Reference: Liber 525 Folio 181

4. The Assignee to Secured Party certifies that the Assignee to Secured Party has further 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 covered by the original Financing Statement.

MELLON BANK, N.A.
Dealer Business Center
Two Mellon Bank Center
Room 220
Pittsburgh, Pennsylvania 15258

RECORD FEE 10.00
POSTAGE .50
4821190 0777 REC 75-4
CK 03/27/88
BY ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: 2/22/90

ASSIGNEE TO SECURED PARTY:

MELLON BANK (MD)

By: BG Christman
PRES Title

RETURN TO: Fran Landers, c/o Ober, Kaler, Grimes & Shriver
120 E. Baltimore Street
Baltimore, Maryland 21202-1643

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10.5

STATEMENT OF ASSIGNMENT

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

- 1. NAMES AND ADDRESS OF DEBTOR: WESH, INC., t/a HONDA CITY and BROWN'S HONDA CITY
5804 Ritchie Highway
Baltimore, MD 21225
- 2. NAME AND ADDRESS OF ASSIGNEE TO SECURED PARTY: MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267277 Filed 5-6-87
Record Reference: Liber 511 Folio 574

4. The Assignee to Secured Party certifies that the Assignee to Secured Party has further 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 covered by the original Financing Statement.

MELLON BANK, N.A.
Dealer Business Center
Two Mellon Bank Center
Room 220
Pittsburgh, Pennsylvania 15258

Dated: 2/22/90

ASSIGNEE TO SECURED PARTY:

MELLON BANK (MD)

By: [Signature]
PRES. Title

RETURN TO: Fran Landers, c/o Ober, Kaler, Grimes & Shriver
120 E. Baltimore Street
Baltimore, Maryland 21202-1643

C:\DOCS\FEL\MELLON3

10.00
POSTAGE .30
HARRISBURG DIST. CTS. 71-435
CK 03/27/90
H. DALE SCHAFER
1400, CIRCUIT COURT

165



STATEMENT OF ASSIGNMENT

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

1. NAMES AND ADDRESS OF DEBTOR: WESH, INC., t/a HONDA CITY and BROWN'S HONDA CITY
5804 Ritchie Highway
Baltimore, MD 21225
2. NAME AND ADDRESS OF ASSIGNEE TO SECURED PARTY: MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272840 Filed 5-17-88
Record Reference: Liber 527 Folio 30

4. The Assignee to Secured Party certifies that the Assignee to Secured Party has further 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 covered by the original Financing Statement.

MELLON BANK, N.A.
Dealer Business Center
Two Mellon Bank Center
Room 220
Pittsburgh, Pennsylvania 15258

RECORD FEE 10.00
POSTAGE .30
#20110 077 043 71473
03/27/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: 2/22/90

ASSIGNEE TO SECURED PARTY:

MELLON BANK (MD)

By: B. J. Christman
PRES. Title

RETURN TO: Fran Landers, c/o Ober, Kaler, Grimes & Shriver
120 E. Baltimore Street
Baltimore, Maryland 21202-1643

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165

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275139

RECORDED IN LIBER _____ FOLIO _____ ON 10/28/88 (DATE)

1. DEBTOR

Name Alford Industries, Inc.
Address Industrial Avenue P.O. Box 300 Ridgefield Park, NJ 07660

2. SECURED PARTY

Name Manufacturers Hanover Trust Company as collateral agent
Address 270 Park Avenue New York, NY 10017

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE CK .50
#821240 777 603 714139
03/27/90
H. ERIC SCHIFFER
AA CO. COURT COURT

89-85079-61HR
F011168

RETURN TO:
LEXIS DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

Dated _____

Jane K. Baumgardner VP
(Signature of Secured Party)

Jane K. Baumgardner Vice President
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. 275199

RECORDED IN LIBER _____ FOLIO _____ ON 10/28/88 (DATE)

1. DEBTOR

Name Kane, Inc.
Address Industrial Avenue P.O. Box 300 Ridgefield Park, NJ 07660

2. SECURED PARTY

Name Manufacturers Hanover Trust Company as collateral agent
Address 270 Park Avenue New York, NY 10017

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and descriptive text for each option.

RECORD FEE 10.00
POSTAGE .50
4801250 777 103 714140
03/27/90

89-85079-61 HL
F011169

Dated _____ Jane K. Baumgardner VP
(Signature of Secured Party)
Jane K. Baumgardner Vice President
Type or Print Above Name on Above Line

RETURN TO:
LEXIS FINANCIAL SERVICES
PO Box 2700
Springfield, MA 01103 02700

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275198

RECORDED IN LIBER _____ FOLIO _____ ON 10/28/88 (DATE)

1. DEBTOR

Name Kane Industries, Inc.
Address Industrial Avenue P.O. Box 300 Ridgefield Park, NJ. 07660

2. SECURED PARTY

Name Manufacturers Hanover Trust Company as collateral agent
Address 270 Park Avenue New York, NY 10017

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
CK
662128
03/27/89
FILE SCHAFER
COURT

89-85079-61 HR
FO1170

Dated _____ Jane K. Baumgardner VP
(Signature of Secured Party)

Jane K. Baumgardner, Vice President
Type or Print Above Name on Above Line

RETURN TO:
LEXIS DOCUMENT SERVICES
P.O. Box 2980
Springfield, Illinois 62708

CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 22MARCH90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Subterranean Construction
Address 1362 Marlboro Road Anne Arundel Lothian MD 20711

2. SECURED PARTY

Name John Deere Industrial Equipment Co.
Address P. O. Box 65090

West Des Moines, Iowa 50265-0090
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

1 New John Deere 550G Dozer, S/N 765576

RECORD FEE 11.00
POSTAGE .50
#321270 DTTT R03 714441
03/27/90
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)

John Deere Industrial Equip. Co.
P. O. Box 65090
West Des Moines, Iowa 50265-0090

William H. Brown, Jr.
(Signature of Debtor)

Subterranean Construction
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Donald W. Williams
(Signature of Secured Party)

Donald W. Williams
Type or Print Above Signature on Above Line

11/8

280402

FORM 554 PAGE 17

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)
Anne Arundel Diagnostics, Inc.
1655 Crofton Blvd.
Crofton, MD 21114

2. Secured Party(ies) and address(es)
Citicorp Leasing, Inc.
450 Mamaroneck Avenue
Harrison, NY 10528

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

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

Toshiba ECT Digital Gamma Camera - Model: GCA-602A
Toshiba Ultrasound - Model: SSA=270A-30

Equipment Location: 300 Ridgely Avenue 758250-1&2
Weems Creek Medical Center
Annapolis, MD 21401

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

"THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY AS THE PARTIES INTEND THE TRANSACTION TO BE A TRUE LEASE AND NOT A SECURITY AGREEMENT, AND IS EXEMPT FROM RECORDATION TAX UNDER MARYLAND'S CODE SECTION (K) 12-108 (4)

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

Filed with:

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

Anne Arundel Diagnostics, Inc.
By: [Signature]
Signature(s) of Debtor(s)

Citicorp Leasing, Inc.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1. / / -

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 279840

RECORDED IN LIBER 551 FOLIO 203 ON 1/31/90 (DATE)

1. DEBTOR

Name Henry M. Sweeny Co.
Address Virginia & Edgewood Streets, Annapolis, MD 21401

2. SECURED PARTY

Name Chrysler First Commercial Corporation
Address 222 W. Las Colinas Blvd, Suite 1300, Irving, TX 75039

SAME EXCEPT TO ATTN: MARY JO

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

PLEASE AMEND COLLATERAL DESCRIPTION TO READ: All inventory, of whatever kind or nature, wherever located, now owned or hereafter acquired, manufactured by and/or sold under the trade name, logo, trade style and/or trademark of American Standard, all returns, repossessions, substitutions, replacements, parts, additions and accessions thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles) and products thereof. Limited to that which has been financed through Chrysler First Commercial Corporation. THIS FINANCING STATEMENT IS NOT SUBJECT TO RECORDATION TAX.

Angela Buckus
(Debtor's Signature)

Henry M. Sweeny Co.

3-21-90

Alwin
(Signature of Secured Party)
Chrysler First Commercial Corporation

RECORDED FEE 10.00
POSTAGE .50
30 DTT 103 71524
03/23/90
H. ERL SCHAFER
AA CO. CIRCUIT COURT

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 North American Beauty Services dba North Avenue Beauty Supply
Address 6752 Baymeadow Drive Glen Burnie, Maryland 21061

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

One (1) New Crown Model 35SCTT Electric Forklift, S/N W99329
83/190" Triple Stage Upright
42" Pallet Forks, Load Backrest
Brudi Side Shifter

Name and address of Assignee
Chase Manhattan Leasing Co.
(Mich), Inc. Circle Drive
Buchanan, MI 49107

One (1) 18-85019 Industrial Battery S/N 2118CJ

RECORD FEE 1.20
RECORD FEE CK 10.00
4821440 CTTT R03 715:25
03/27/90
W. EARL 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 [Signature]
(Signature of Debtor)

THOMAS W DOBRYKOWSKI V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

J. Fisher GM
Type or Print Above Signature on Above Line

[Signature]

280404

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)

Backyard Boats - Shady Side, Inc.
Woods Wharf Road
Shady Side, MD 20764

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

ITT Commercial Finance Corp.
4747 Lincoln Highway
Suite 200
Matteson, IL 604433

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

RECORD FEE 11.00

POSTAGE .50

4621400 0117 803 11:28

03/27/90

CK

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

"All inventory, equipment and fixtures, financed by Secured Party, whether now owned or hereafter acquired and all attachments, accessories, accessions, substitutions and replacements thereto, and all proceeds thereof."

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

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:

County - MD

Backyard Boats - Shady Side, Inc.

ITT Commercial Finance Corp.

By: X

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

By:

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

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

112 Rec. tax
11.50 A.A

FINANCING STATEMENT

280405

- 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 \$ 16,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
 Ronald R. Holden 705 Melvin Avenue, Suite 105
 Annapolis, Maryland 21401

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

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

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

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

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

Debtors
Ronald R. Holden (Seal) _____
 Ronald R. Holden (Seal) _____

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

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

11-
 112-
 .50

RECORD FEE 11.00
 112.00
 POSTAGE .50
 03/27/90
 H. ERLE SCHAFER
 CLERK

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 280476

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

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

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

This financing statement Dated MARCH 19, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JUNIOR'S AMUSEMENTS Makarovich, Raymond Jr.
Address 8033 FOXTAIL AVENUE, GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name STATE SALES & SERVICE CORPORATION
Address 3431-A BENSON AVENUE, BALTIMORE, MARYLAND 21227

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

3. Maturity date of obligation (if any) _____

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

SEE SCHEDULE A

RECORD FEE 12.00
POSTAGE 3.50
BALTIMORE CITY MD 21201
03/27/90
BY ERLE SCHAFER
BA 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)

JUNIOR'S AMUSEMENTS

(Corporate or Trade Name)

Raymond Makarovich Jr.
(Signature of Debtor)

RAYMOND MAKAROVICH JR., OWNER

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

STATE SALES & SERVICE CORPORATION

Stephen B. Koenigsberg
(Signature of Secured Party)

STEPHEN B. KOENIGSBERG, PRESIDENT

Type or Print Above Signature on Above Line

12.50

280407

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
XXX Subject to Recordation Tax on prin-
cipal amount of \$ 19,000.00.....

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

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Columbia Grounds Management, Inc	8009 E. Old Jessup Road Jessup, Maryland 20794

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

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

see attached schedule descibing collateral of even date
attached hereto.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

5. XXX Proceeds)
.....Products)) of the collateral are also specifically covered.

Debtor

Secured Party (Assignee)

.....
Columbia Grounds Management, Inc

THE CITIZENS NATIONAL BANK

By: Brian W. Devan
Brian W. Devan, President

By: Donald E. Shaffrey
Donald E. Shaffrey, Senior Vice President

By:

Type or print all names and
titles under signatures.

133.8

RECORD FEE 11.00
RECORD TAX 135.00
CK POSTAGE .50
#821570-0777 803 715-33
03/27/90
H. ERLE SCHAFER
CIRCUIT COURT

SCHEDULE DESCRIBING COLLATERAL 554 PAGE 25

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the 20th day of March, 1990, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

DESCRIPTION OF COLLATERAL

One new Excel Hustler riding mower model 340 comprised of the following pieces:

- One new Excel Hustler Tractor Model #340, S/N 99-84832
- One new Kubota diesel motor, model #V1200, S/N 90815
- One new Hustler three way deck, S/N 69-81997
- One new Hustler high lift BacVac, S/N 79-82992
- complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

One new Toro walk behind mower comprised of the following pieces:

- One new Toro Tractor, model number 30112, S/N 0000924
- One new Toro 52 inch cutting deck, Model number 30152, S/N 0000769
- complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

One new Toro walk behind mower comprised of the following pieces:

- One new Toro Tractor, model number 30112, S/N 0000744
- one new Toro 52 inch cutting deck, Model number 30152, S/N 0000768
- complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

WITNESS:.....

Columbia Grounds Management, Inc (SEAL)

WITNESS:.....

Brian W. Devan (SEAL)
Brian W. Devan, President

ADDRESS: 8009 E. Old Jessup Road (STREET)

Jessup, Maryland 20794 (CITY, COUNTY, AND STATE)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 510 Page No. 294
Identification No. 266932 554 PAGE 26 Dated 4/3/87

1. Debtor: { COMPUDYNE, INC.
Name or Names—Print or Type
2024 West Street, Suite 306, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party: { MNC LEASING CORPORATION
Name or Names—Print or Type
502 Washington Avenue, Towson, Balto. Co., 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"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>

By changing the name of the Secured Party to: MNC LEASING, A DIVISION OF MNC CREDIT CORP

DEBTOR:
COMPUDYNE, INC.

SECURED PARTY:
MNC LEASING CORPORATION
(Company if applicable)

By: *Kevin M. M. Guand*

By: *Harold H. Hester*
(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 Ms. Terri Preston, MNC Leasing Corporation
Lunas Rec. Form F-1 502 Washington Avenue, Towson, MD 21204

1000

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 510 Page No. 310
Identification No. 266918 Dated 4/03/87

1. Debtor: { COMPUDYNE, INC.
Name or Names—Print or Type
90 State House Square, Hartford, Connecticut 06103-3720
Address—Street No., City - County State Zip Code

2. Secured Party: { MNC LEASING CORPORATION
Name or Names—Print or Type
502 Washington Avenue, Towson, Balto. Co., 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"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>

By changing the name of the Secured Party to: MNC LEASING, A DIVISION OF MNC CREDIT CORP

<p>DEBTOR: <u>COMPUDYNE, INC.</u></p>	<p>SECURED PARTY: <u>MNC LEASING CORPORATION</u> (Company if applicable)</p>
<p>By: <u>[Signature]</u></p>	<p>By: <u>[Signature]</u> (Signature of Secured Party)</p>
<p>_____</p>	<p>_____ Type or Print (Include title if Company)</p>

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

Name and Address Ms. Terri Preston, MNC Leasing Corporation
Lunas Rec. Form F-1 502 Washington Avenue, Towson, MD 21204

1500

280408



FINANCING STATEMENT-UCC-1

Ford Motor Company

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

1. Debtor(s) (Last Name First) and Address(es) BOB BELL FORD 7169 RITCHIE HWY ELLEN BURNIE MD 21041	2. Secured Party(ies) and Address(es) Ford Motor Company 300 Renaissance Center P.O. Box 43316 Detroit, Michigan 48243 Attn: Finance Planning	3. For Filing Officer (Date, Time, Number and Filing Office) RECORDED POSTAGE #10000 COST PER PAGE CR MICHIGAN COURT
--	--	--

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

BUSINESS SYSTEM 6000-64 Processor and all current and after acquired peripherals, supplies and accessories including but not limited to any printers, modems, tape or disk drives, communication lines, paper, magnetic tapes, ribbons, disk packs or diskettes, cabinets and all proceeds from the sale or other disposition thereof.

Check if covered: Proceeds of Collateral Products of Collateral covered Number of additional sheets presented: _____

Filed with: _____

This instrument prepared by: Ford Motor Company

BOB BELL FORD (Debtor) Ford Motor Company (Secured Party)

By: [Signature] General Manager (Debtor(s)) By: _____ Signature(s) of Secured Party(ies)

May 1984 322-242

FILING OFFICER COPY - ALPHABETICAL

STATE OF MARYLAND

BOOK 554 PAGE 29

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265420

RECORDED IN LIBER 506 FOLIO 466 ON January 3, 1987 (DATE)

1. DEBTOR

Name Hartley Marine, Inc.

Address 111 W. Central Avenue Edgewater, MD 21037

2. SECURED PARTY

Name The CIT Group/Sales Financing, Inc.

Address 505 S. Main - Suite 1025 Orange, CA 92668

Robert Campbell P.O. Box 88178 Seattle, WA 98138 (AT&T Credit Corp)

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>AT&T Credit Corporation P.O. Box 88178 Seattle, WA 98138</p>	

RECORD FEE 10.00
POSTAGE .50
#22312 03/28/90
H. E. SCHNEFER
AA CO. DISTRICT COURT

10⁰⁰
50

Dated March 12, 1990

The CIT Group/Sales Financing Inc.
By: J. Chobot, V. Pres.
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 554 PAGE 30

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265420

RECORDED IN LIBER 506 FOLIO 466 ON January 3 1987 (DATE)

1. DEBTOR

Name Hartley Marine, Inc.

Address 111 W. Central Avenue Edgewater MD 21037

2. SECURED PARTY

Name AT&T Credit Corporation

Address P.O. Box 88178 Seattle, WA 98138

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#723710-237 W02 109434
03/28/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

12⁰⁰
33

Dated 3/15/1990

[Signature]
(Signature of Secured Party)

AT&T Credit Corporation
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated March 21, 1990, presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & B REFRIGERATION COMPANY OF ANNAPOLIS, INC.
Address 2084 GENERAL HWY., ANNAPOLIS, MD 21401

2. SECURED PARTY

Name CODORUS ACCEPTANCE CORP.
631 S. Richland Avenue
Address P.O. Box 5154
York, PA 17405-5154

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

3. Maturity date of obligation (if any) _____

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

All inventory now or hereafter owned or acquired by Dealer which is manufactured or sold by York International Corporation or its subsidiaries, or its distributors, of the following types: air conditioning, refrigeration, heating, air moving, ventilating, humidifying and dehumidifying appliances, apparatus, machinery, and systems; and all parts and accessories for, or used in connection with, any of the above described types of goods and all replacements, substitutions, returned or repossessed goods and all proceeds of the foregoing in any form.

Name and address of Assignee
FIRST NATIONAL BANK OF MARYLAND
25 SO CHARLES, PO BOX 1596
BALTIMORE, MARYLAND 1596

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)

RECORD FEE **CK** 11.00
POSTAGE .50
#723720 6237 102 104135
03/28/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(Signature of Debtor)

B & B REFRIGERATION COMPANY OF ANNAPOLIS, INC.
Type or Print Above Name on Above Line

[Handwritten Signature]
(Signature of Debtor)

[Handwritten Signature]
(Signature of Secured Party)

B & B REFRIGERATION COMPANY OF ANNAPOLIS, INC.
Type or Print Above Signature on Above Line

COCORUS ACCEPTANCE CORP.
Type or Print Above Signature on Above Line



MARYLAND NATIONAL BANK

FINANCING STATEMENT

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

RECORD FEE 11.00
 POSTAGE .50
 #724440 0237 R02 T14:23
 CK 03/28/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

5. Debtor(s) Name(s):
M. Willson Offutt, IV

Address(es):
926 Melvin ^{Road} Avenue
Annapolis, Maryland 21403

6. Secured Party:
 MARYLAND NATIONAL BANK
 Attention: Dennis R. Glasgow

Address: Real Estate and Mortgage Division
~~10 Light Street~~ P.O. Box 871
~~100000~~ Annapolis, Md. 21404
~~200000~~

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated March 20, 1990 from Debtor(s) to James W. Dodson, Jr. and Margaret D. Kirmil, Trustees (the Deed of Trust), all property being located in Wicomico County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

M. Willson Offutt, IV (SEAL)

_____ (SEAL)

Secured Party:
 MARYLAND NATIONAL BANK

By: Dennis R. Glasgow (SEAL)

Dennis R. Glasgow, Vice President
 Type name and title

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

AFTER RECORDATION RETURN TO:
 Fountainhead Title Group
 572 E Ritchie Highway
 Severna Park, Md. 21146
 File No.: 127-TS

1100
 32

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

March 7, 1990

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

Debtor:

Charles S. Shaw

Address:

423 North Lee Street
Alexandria, Virginia 22314

RECORD FEE 17.00
POSTAGE .50
#72480 0237 FOR T14128
03/28/90
H. EMLE SCHAFER
CIRCUIT COURT

Secured Party:

SEQUOIA FEDERAL SAVINGS BANK

4912 Del Ray Avenue
Bethesda, Maryland 20814

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Promissory Note of even date herewith in the amount of Three Hundred Thousand Dollars (\$300,000.00) from Debtor, as Maker, payable to Secured Party (the "Note"). The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to James G. Tardiff and J. Paul McNamara, as Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not;

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises;

(c) All earnings, revenues, rents, issues, profits, avails, and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases executed by the Debtor for the Premises, or any part or parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

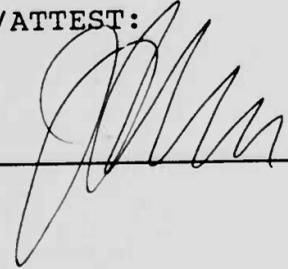
4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the Premises if such tenants have the right to remove the same at or before the expiration of the term of their leases.

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

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

WITNESS/ATTEST:

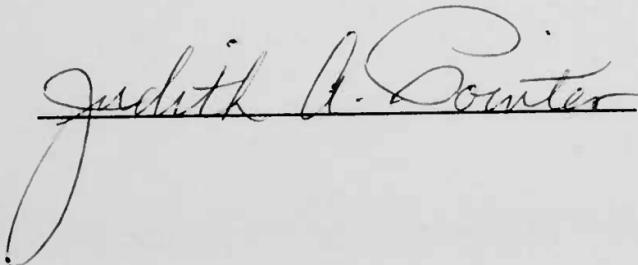
DEBTOR:

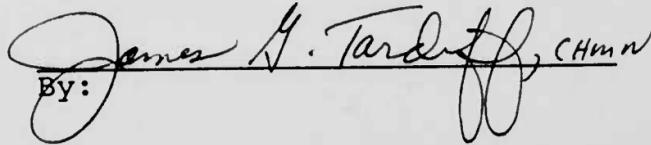




CHARLES S. SHAW

SEQUOIA FEDERAL SAVINGS BANK



BY: 

BY:

(SHAW.SA)

EXHIBIT A

PARCEL ONE

Being all those lots situate in the Sixth Assessment District of Anne Arundel County and described and known as Lots One (1) through twenty (20) inclusive, Block A; Lots thirty-nine (39) through fifty-six (56) inclusive, Block C; all as shown on a Plat entitled "Greenbriar", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 48 folio 3. Together with right of ingress and egress to and from said Lots from and to Greenbriar Lane as shown on said Plat. Together with all rights and interests in any common areas, easements and rights of ways as shown on any Plats referenced and appurtenant to the subject property. Together with the use in common with others of an easements for ingress and egress over that area (50 feet wide) shown as Belle Drive on the aforesaid Plat of Greenbriar running between Greenbriar Lane and Bywater Road.

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

C.S.

280412

FINANCING STATEMENT

- (✓) Record among the Financing Statement Records of Anne Arundel County, Maryland
- () Record among the Land Records of Prince George's County, Maryland
- () Record among the Financing Statement Records of Prince George's County, Maryland
- () File with the State Department of Assessments of Taxation

Recordation taxes paid in Prince George's County, Maryland in the amount of \$9,460.00 on March 1, 1990.

THIS Financing Statement evidences and publicizes the provisions of that certain Security Agreement executed by MARK J. CROOKS and LYDIA JO CROOKS, husband and wife, and MELVILLE R. DAVIS and FLORENCE E. DAVIS, husband and wife, and Citizens Bank of Maryland, dated February 27, 1990, which evidences part of the security for a TWO MILLION ONE HUNDRED FIFTY THOUSAND and no/100 DOLLAR (\$2,150,000.00) obligation due from the Debtor.

NAMES AND ADDRESSES OF DEBTORS

MARK J. CROOKS and LYDIA JO CROOKS
179 Dividing Court
Arnold, Maryland 21012

MELVILLE R. DAVIS and FLORENCE E. DAVIS
3501 Mobil Court
Davidsonville, Maryland 21035

and

c/o John C. Flood, Inc.
5215 Lawrence Place
Hyattsville, MD 20781

RECORD FEE 14.00
 POSTAGE 50
 #B11570 0345 R01 T10:17
 03/19/90
 CK H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

SECURED PARTY

CITIZENS BANK OF MARYLAND

ADDRESS

14401 Sweitzer Lane
Laurel, Maryland 20707

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

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

B. Proceeds of the above described collateral.

16

LAW OFFICES, NYLEN & GILMORE

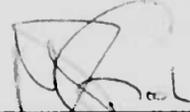
C. All contract rights of and from the herein described property or any part thereof, including without limitation, all revenues, rents, issues and profits and other income of and from the herein described land and collateral.

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of 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.

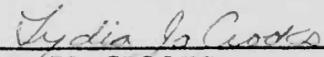
2. The above described goods, property, interests and rights are located at or affixed to or relate to the property and the improvements now or hereafter existing on the property described as a Tract of land situate, lying and being in Prince George's County, Maryland, containing approximately 2.04 acres and being more particularly described in that certain Deed of Trust from Debtor to Joseph A. Hilseberg and Alan A. Lancaster, Trustees, securing the indebtedness owed by Debtor to the Secured Party and intended to be recorded among the Land Records of Prince George's County, Maryland prior hereto, and said Deed of Trust constitutes the security agreement to this secured transaction and further described in Exhibit A attached hereto.

LAW OFFICES, NYLEN & GILMORE

DEBTOR



MARK J. CROOKS



LYDIA JO CROOKS



MELVILLE R. DAVIS



FLORENCE E. DAVIS

EXHIBIT A

Parcel numbered THIRTEEN (13) in the subdivision known as "INDUSTRIAL CITY", as per plat recorded in Plat Book 74, Plat No. 20, among the Land Records of Prince George's County, Maryland.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15800

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2156.19

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

This financing statement Dated 3/7/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THOMAS C. REDIN AND LYDIA F. REDIN
Address 760 212th ST, PASADENA, MD 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 997
GLEN BURNIE, MD 21061

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50

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

6823910 CTTT R03 T09:37
03/29/90

3. Maturity date of obligation (if any)

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

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

Name and address of Assignee H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- 100 WATT STEREO
(2) COLOR TV SETS
ELECTRIC TYPEWRITER
(2) VCRS, CAMCORDER
COMPUTER, PRINTER, MONITOR & SOFTWARE
LAWN MOWER
10 SPEED BIKE

CHECK THE LINES WHICH APPLY

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

Handwritten signatures and names of Thomas C. Redin and Lydia F. Redin with their respective titles and dates.

Handwritten signature and name of Joyce M. Raley, Manager, with title and signature line.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280414

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3262.57

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

This financing statement Dated 2-27-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RONALD K CONKLIN AND THERESE CONKLIN
Address 10488 FAULKNER RIDGE CIRCLE COLUMBIA MARYLADN 21045

2. SECURED PARTY

Name AVCO FIANNICAL SERVICES OF GLEN BURNIE INC
Address PO BOX 997 GLEN BURNIE MD 21061

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

3. Maturity date of obligation (if any)

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

S & W 645 GUN, MINOLTA CAMERA, MAGNAVOS VCR, RECV/EQUALIZER/ CASSETTE DECK SPEAKERS, 5 PC dining 7 PC BR

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 24.50
POSTAGE .50

#023920 CTTT R03 T09#38
03/29/90

H. EYLE SCHAFER
CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

Ronald K. Conklin
(Signature of Debtor)
RONALD K CONKLIN

Type or Print Above Name on Above Line
THERESE CONKLIN

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

Gene Long
(Signature of Secured Party)
GENE LONG ASST MGR

Type or Print Above Signature on Above Line

12- 2450.50

BOOK 554 PAGE 42



Avco
Financial
Services

7164-D E. Furnace Branch Road
Glen Burnie, MD 21061
301 766 6763

Book 535 PAGE 472

ID File # 275740

TERMINATION STATEMENT

RE: Jones A. Shrovet
8140 Harold Ct. 3A
Glen Burnie MD 21061

RECORD FEE 10.00

POSTAGE .50

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER PURSUANT TO
THE UNIFORM COMMERCIAL CODE. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO LONGER
CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN
ABOVE.

#623950 03/29/90 103 109-38

03/29/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.,

BY Monique J. Herzberger
Monique J. Herzberger
ADMINISTRATIVE ASSISTANT
TITLE

DATED 3/13/90

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF FILING ON THIS COPY AND RETURN
IT TO THE PERSON FILING, AS AN ACKNOWLEDGEMENT.

7020



Avco
Financial
Services

7164 D E. Furnace Branch Road
Glen Burnie, MD 21061
301 766 6763

554 PAGE 43

Book 532 PAGE 436

ID File # 274704

TERMINATION STATEMENT

RE: James Shrout
8140 Hardist Ct 3A
Glen Burnie MD 21061

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER PURSUANT TO THE UNIFORM COMMERCIAL CODE. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.

RECORD FEE 10.00

POSTAGE .50

03/29/90 07:39

03/29/90

H. ERLE SCHAFER

CK HA CO. CIRCUIT COURT

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.,

BY Monique J. Herzberger
Monique J. Herzberger
ADMINISTRATIVE ASSISTANT
TITLE

DATED 3/13/90

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN ACKNOWLEDGEMENT.

10 SD



Avco
Financial
Services

7164 D E. Furnace Branch Road
Glen Burnie, MD 21061
301 766 6763

Book 477 PAGE 458

ID File # 253782

TERMINATION STATEMENT

RE: Mike & Sharon Morgan
921 Langley Rd
Glen Burnie, MD 21061

RECORD FEE 10.00
POSTAGE 50
#000000 DTTT 1003 107:39
03/29/90
H. W. SCHAFER
AA CO. CIRCUIT COURT

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER PURSUANT TO THE UNIFORM COMMERCIAL CODE. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.,

BY Morgan J. Leary
Admin Asst.
TITLE

DATED 3/13/91

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN ACKNOWLEDGEMENT.

1580



Avco
Financial
Services

7164-D E. Furnace Branch Road
Glen Burnie, MD 21061
301 766 6763

BOOK 554 PAGE 45

Book 534 PAGE 09

ID File # 275162

TERMINATION STATEMENT

RE: Mike & Sharon Morgan
921 Langley Rd
Glen Burnie, MD 21061

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER PURSUANT TO THE UNIFORM COMMERCIAL CODE. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.,

RECORD FEE 10.00
POSTAGE .50
M&D 960 CT 03 107:40
03/29/90

BY Monique J. Hayes
Admin Asst
TITLE

DATED 3/3/90
H. LYLE SCHAFER
CLERK, CIRCUIT COURT

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN ACKNOWLEDGEMENT.

1080

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15797

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1961.81

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

This financing statement Dated 3-5-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVID H LESTER AND DAWN M LESTER

Address 7930 SILVERLEAF CRT E GLEN BURNIE MARYLAND 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLENBURNIE MARYLAND 21061

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

3. Maturity date of obligation (if any)

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

ANTIQUE DIAMOND RING, 10 SPEED BIKE, COIN COLLECTION
FIREARMS 7 MM MARLIN 22, 12 GAUGE SHOT GUN
3 CAMERAS, BROTHER TYPEWRITER, VHS VCR
FOOTBALL GEAR CAMPING GEAR

Name and address of Assignee

RECORD FEE 12.00

RECORD TAX 14.00

POSTAGE .50

#623970 ETTT R03 T09+40

CHECK THE LINES WHICH APPLY

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

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

(Signature of Debtor)

DAVID H LESTER

Type or Print Above Name on Above Line

DAWN M LESTER

(Signature of Debtor)

Type or Print Above Signature on Above Line

Eugene M. Long Jr ASST MGR

(Signature of Secured Party)

EUGENE M. LONG JR

Type or Print Above Signature on Above Line

03/29/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



FINANCING STATEMENT FORM UCC-1

Identifying File No. 15805

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5999.37

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

This financing statement Dated 3/8/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MIKEL A. LAWHORN AND STACY M. LAWHORN
Address 6426 BRICKTOWN CI, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BXO 997
GLEN BURNIE, MD 21061

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

3. Maturity date of obligation (if any)

RECORD FEE 12.00

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

RECORD TAX 42.00

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

Name and address of Assignee POSTAGE .50

#623780 DT77 R03 T09:41

COIN COLLECTION, MUSICAL INSTRUMENTS, EXERCISE EQP., FIREARMS, PHOTO EQP., STEREO EQP.,

03/29/90

TV (3), VCR, VIDEO CAMCORDER

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)

Handwritten signature of Mikel A. Lawhorn with initials 12/42

MIKEL A. LAWHORN
Type or Print Above Name on Above Line

Handwritten signature of Stacy M. Lawhorn with initials 18

STACY M. LAWHORN
Type or Print Above Signature on Above Line

Handwritten signature of Joyce M. Raley

JOYCE M. RALEY, MANAGER
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1223.33

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

This financing statement Dated 3/7/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THELMA R. CARROLL

Address 235 A BOXWOOD RD 101, ANNAPOLIS, MD 21403

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997

GLEN BURNIE, MD 21061

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

3. Maturity date of obligation (if any) _____

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

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

LORY ORGAN
WARDS STEREO/TAPE PLAYER
FLOOR MODEL STEREO/TAPE PLAYER

Name and address of Assignee	
RECORD FEE	11.00
RECORD TAX	10.50
POSTAGE	.50

#623990 C777 R03 107:41

CK 03/27/90
H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)

THELMA R. CARROLL

Type or Print Above Name on Above Line

Thelma R. Carroll

(Signature of Debtor)

Type or Print Above Signature on Above Line

Eugene M. Long ASST MGR

(Signature of Secured Party)

EUGENE M. LONG ASST MGR.

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15802

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1223.33

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

This financing statement Dated 3/7/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DANIEL E. PRICE & JENNIFER J. PRICE
Address 1842E PATTON DRIVE, FT MEADE, MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address POBOX 997
GLEN BURNIE, MD 21061

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE .50

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

3. Maturity date of obligation (if any)

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

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

ASST STEREO COMPONENTS (TECHNICS, JVC, EMERSON)
RCA 26" COLOR TV
EMERSON 4 HEAD VCR

Name and address of Assignee

H. ERIC SCHAFER

AA CO. CIRCUIT COURT

03/29/90

CHECK THE LINES WHICH APPLY

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

Handwritten notes: 12, 1050, 15

Signature of Daniel E. Price
(Signature of Debtor)

DANIEL E. PRICE
Type or Print Above Name on Above Line

Signature of Jennifer J. Price
(Signature of Debtor)

JENNIFER J. PRICE
Type or Print Above Signature on Above Line

Signature of Monique J. Herzberger
(Signature of Secured Party)

MONIQUE J. HERZBERGER, ADMIN ASST.
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15816

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2500.08

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

This financing statement Dated March 15, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John Kohler Jr. + Laurel Kohler
Address E-1 Holiday Mobile Est Jessup, Md 20794

2. SECURED PARTY

Name Avco Financial Services
Address 7164-D East Furnace Branch Rd Glen Burnie, Md 21061

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

3. Maturity date of obligation (if any)

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

Drums, Photographic Equipment, Zenith Tv, Stereo,

Name and address of Assignee

RECORD FEE 12.00

RECORD TAX 21.00

POSTAGE CK .50

H624010 DT77 R03 707:42

03/27/90

CHECK 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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

12/21/80 [Handwritten signature of John W. Kohler Jr.]
(Signature of Debtor)

Type or Print Above Name on Above Line

[Handwritten signature of Laurel Kohler]
(Signature of Debtor)

Laurel Kohler
Type or Print Above Signature on Above Line

[Handwritten signature of Eugene M. Long Jr.]
(Signature of Secured Party)

Eugene M. Long Jr.
Type or Print Above Signature on Above Line

CIRCUIT COURT

BOOK 554 PAGE 51



Avco
Financial
Services

7164-D E. Furnace Branch Road
Glen Burnie, MD 21061
301 766 6763

Book 527 PAGE 559

ID File # 273187

TERMINATION STATEMENT

RE: Mary Anne & Lester Dominguez
P306 Brightview Ct
Milleville MD 21108

RECORD FEE 1.00
RECORD FEE 9.00
POSTAGE .50

H624020 CTTT 103 107:43

43

03/29/90

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER PURSUANT TO
THE UNIFORM COMMERCIAL CODE. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO LONGER
CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN
ABOVE.

FILE SCHAFER

PA CO. CIRCUIT COURT

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.,

BY Monique J. Lyberg
Admin Asst.
TITLE

DATED 3/22/90

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF FILING ON THIS COPY AND RETURN

IT TO THE PERSON FILING, AS AN ACKNOWLEDGEMENT.

Handwritten initials

3

BOOK 554 PAGE 52



Avco
Financial
Services

7164 D.E. Furnace Branch Road
Glen Burnie, MD 21061
301 766 6763

Book 524 PAGE 155

ID File # 271993

TERMINATION STATEMENT

RE: Michael Orange
1910 Scott Ct Apt 6
H Meade Md 20855

RECORD FEE 10.00
POSTAGE .50
#324030 CTTT R03 109:43
03/29/90

OK

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER PURSUANT TO THE UNIFORM COMMERCIAL CODE. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.,

BY Monique J. Long DATED 3/22/90
Admin Asst
TITLE

184

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN ACKNOWLEDGEMENT.

BOOK

554 PAGE 53

STATE OF MARYLAND

280420

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15811

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2497.91

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

This financing statement Dated 3/09/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ERIKA B. EVANS

Address 331 COUNCIL OAKS DR. SEVERN, MD. 21044

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

CLEN BURNIE, MD. 21061

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

RECORD FEE 11.00

RECORD TAX 17.50

POSTAGE CK .50

#824040 DT77 R03 T09:43

03/29/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

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

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"
10 Speed bike, Stationary Bike, Guitar, Canon T50 Camera, Canon Lenses(50mm,200mm,500mm) Canon Converter ZX, Canon Flash, Cokin Filters, Panasonic VHS VCR, Snayo Stereo Components, Worldwid eStamp Collection

CHECK THE LINES WHICH APPLY

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

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

ERIKA B. EVANS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

NIKKI HERZBERGER Admin Asst.
Type or Print Above Signature on Above Line

11-1750-50

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. \$ N/A

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

This financing statement Dated Mar. 26, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT T. GAUG T/A GAUG PAVING CO.

Address 1476 St. Stephen's Church Rd., Crownsville, MD. 21032

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES

Address 5681 Main St., Elkridge, MD. 21227

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

3. Maturity date of obligation (if any) _____

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

- 1 - Ingersoll-Rand DD23 Vib. Roller, SN 5298
- 1 - Ingersoll-Rand/Allatt 550P Paver, SN 88L3236 and all accessories and attachments thereto.

Name and address of Assignee

RECORD FEE 12.00
POSTAGE CK .50
#624070 CTTT R03 T09:45
03/29/90

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ROBERT T. GAUG T/A GAUG PAVING CO.

Robert T. Gaug Pres.
(Signature of Debtor) (Title)

ROBERT THOMAS GAUG
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND EQUIPMENT SALES

Bradley W. Berger
(Signature of Secured Party)

Bradley W. Berger, Admin. Mgr.

Type or Print Above Signature on Above Line

12752

H. ERLE SCHAFER
CIRCUIT COURT

280422

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

Design Systems & Services, Inc.
(Name)

105 Eastern Avenue
 Suite 102 (Address)
 Annapolis, Md. 21403

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

Attn: Catherine Lewis Damasio
(Name of Loan Officer)

18 West Street
(Address)
 Annapolis, Md. 21401

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

ALL ASSETS of DESIGN SYSTEMS & SERVICES, INC. LOCATED AT 105 Eastern Avenue Suite 102, Annapolis, Md. 21403

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

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

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

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

RECORD FEE 11.00

#624100 CTTT R03 T09:46 3

03/29/90 0

CK H. ERLE SCHAFER

HA CO. CIRCUIT COURT (Seal)

DEBTOR (OR ASSIGNOR)

(Seal)

George Hazen (Signature)
 George Hazen, President
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)

(Seal)

Catherine Lewis Damasio (Signature)
 Catherine Lewis Damasio, Asst. V.P.
 (Print or Type Name)

11/00

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$ 11,000.00

1. Name of Debtor(s) (or Assignor):
Address:

WILLIAM J. HENNING JR.
928 GENINE DRIVE
GLEN BURNIE, MARYLAND 21061

2. Name of Secured Party (or Assignee): **THE UNION NATIONAL BANK**
Address: **115 EAST MAIN ST.
WESTMINSTER, MD. 21157**

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

- a. All equipment and machinery, including power-driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith.
- b. All passenger and commercial motor vehicles registered for use upon public highways or streets, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith.
- c. All inventory, raw materials, work in process and supplies now owned or hereafter acquired.
- d. All accounts receivable now outstanding or hereafter arising.
- e. All contract rights now in force or hereafter acquired.
- f. **FOUR (4) VENDING MACHINES MODEL NUMBER FM - 1800 - 3M**

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

(If collateral is *crops*—describe real estate. Execute additional Financing Statements to file in each county involved.)
The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00

RECORD TAX 77.00

POSTAGE **CK** .50

24120 DT/T 103 109:47
03/29/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- (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.

5. Future advances are included.

6. Debtor hereby, grants secured party a security interest in the described property.

Debtor(s):
William J. Henning Jr.
WILLIAM J. HENNING JR.

Secured Party:
UNION NATIONAL BANK

By: Robert L. Miller
ROBERT L. MILLER COMMERCIAL LENDER
Type Name and Title

Date MARCH 26, 1990

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

(Mr. Clerk: Return to UNION NATIONAL BANK at address shown in 2. above)

PARTIES

Debtor name (last name first if individual) and mailing address:
FRANCIS J. KANE
LOT 6 S. CAROL STREET
LAUREL MD 20707

Debtor name (last name first if individual) and mailing address:
BRENDA W. KANE
LOT 6 S. CAROL STREET
LAUREL MD 20707

Debtor name (last name first if individual) and mailing address:
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
[Signatures]
Brenda W Kane

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): **551 FILE 57**
Date, Time, Filing Office (stamped by filing officer):
280424
RECORD FEE 12.00
#524150 DT77 R03 T09:49
03/29/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT 5

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

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

COLLATERAL

Identify collateral by item and/or type:
1988 OCILLA
24 X 52 SERIAL# K405DS0478GAAB AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS 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.(i) OR
THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

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

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

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 **FRANCIS J. KANE** *[Signature]*
1a **BRENDA W. KANE** *[Signature]*
1b

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

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

If transaction or transactions wholly or partially subject to 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 Morris Construction
Address 1174 Glenwood Dale, Annapolis, Maryland 21401

2. SECURED PARTY

Name Valley Supply & Equipment Company, Inc.
Address P. O. Box 420, Funkstown, Maryland 21734
Attn: Howard J. Klein, President
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

- (1) Trak Model 7038 Forklift,
Serial No. 7D0292

RECORD FEE 11.00
POSTAGE .50
H&B4170 0777 R03 TOP:51
03/29/90
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)

Morris Buly
(Signature of Debtor)

Morris Construction
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Howard Klein PRES
(Signature of Secured Party)

Valley Supply & Equipment Company, Inc.
Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

280426

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

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

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

1. DEBTOR

Name Hamilton, Viola E. & Wilson, Caralis O., Individually and as Co-Partners

Address 1068 Md. Rt. 3 South Gambrills, MD 21054

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 201 Ritchie Road Capitol Heights, MD 20743

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

RECORDED FEE 20.00

CK .50

#684250 0777 R03 109:58

03/29/70

H. ERLE SCHAFER

HA 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)

Viola E. Hamilton & Caralis O. Wilson,
Individually and as Co-Partners

(Signature of Debtor)

Viola E. Hamilton

Type or Print Above Name on Above Line

VIOLA E. HAMILTON, OWNER

(Signature of Debtor)

Caralis O. Wilson

Type or Print Above Signature on Above Line

CARALIS O. WILSON, OWNER

Washington Freightliner, Inc.

(Signature of Secured Party)

BILL FENWICK, Pres.

Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE - Viola E. Hamilton & Caralis O. Wilson, Co-Partners

TO: Washington Freightliner, Inc. ("Seller")

FROM: Individually and as Co-Partners ("Buyer")

201 Ritchie Road Capitol Heights, MD 20743 (Address of Seller)

1068 Md. Rt. 3 South Gambrills, MD 21054 (Address of Buyer)

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) 1985 Diamond Reo Model C11664 Conventional Dump Truck S/N 1D9MC4181F1009617 With 14'6" Dump Body

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$41,263.19; (2) Less DOWN PAYMENT In Cash \$3,355.55; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$-0-; (4) CONTRACT PRICE (Time Balance) \$37,907.64

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: 1068 Md. Rt. 3 South Gambrills 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 ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty seven thousand nine hundred seven and 64/100 Dollars (\$37,907.64) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 22nd day of April 1990, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$1,052.99 and the final installment being in the amount of \$1,052.99 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: March 21, 1990
Accepted: Washington Freightliner, Inc. (Print Name of Seller Here)

BUYER(S)-MAKER(S): Viola E. Hamilton & Caralis O. Wilson, Individually and as Co-Partners (SEAL)

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

By: Viola E. Hamilton (Print Name of Buyer-Maker Here) (SEAL)

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

By: Caralis O. Wilson (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

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

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

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

_____(L.S.) _____(L.S.)

(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX 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 ORIX 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)

BOOK 554 PAGE 62
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 21, 1990

between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee,
and Viola E. Hamilton & Caralis O. Wilson, Individually and as Co-Partners 1068 Md. Rt. 3
(Name) (Address) South Gambrills, MD 21054

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 OCAI 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 OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI 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 OCAI 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 OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI 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, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI'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 OCAI 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 OCAI's request, pay to OCAI, 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 OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI 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 OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI'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 OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 37,907.64

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 21st day of March, 19 90.

Washington Freightliner, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: _____

(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.)

280427

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. \$ 15,000.00

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

This financing statement Dated March 22, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gesek's Hi-Tech Auto Collison Center
Address 200-201 Arundel Corp. Road, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Mercantile Safe Deposit & Trust Co.
Address 7301 Ritchie Hwy, Glen Burnie, Md. 21061

ATTN: C. A. Galuska
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 12.00
PROPERTY TAX 105.00
POSTAGE .50

3. Maturity date of obligation (if any) _____

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

One DZ-2084 DUZ-mor collison system Serial #8804121
One DZ-2002 Professional tool package

#024920 CTTT R03 710:31
03/29/90
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)

Gesek's Hi-Tech Auto Collison Center

Signature of Debtor

Stanley J. Gesek - Proprietor

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mercantile Safe Deposit & Trust Co.

Signature of Secured Party

C.A. Galuska - Proprietor

Type or Print Above Signature on Above Line

Handwritten notes: 12, 105, 30

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

28 0428

FINANCING STATEMENT

DATE: March 16, 1990

(X) Not Subject to Recordation Tax

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

NAME OF DEBTOR (S):

G. C. Bowen, Inc.
ADDRESS:
188 Main Street
Annapolis, MD 21401

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

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

Blanket Lien: Furniture, Fixtures, Inventory, Accounts Receivable now opened and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
#624550 DT TT R03 T10:33
03/27/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):
G. C. Bowen, Inc.

(Company Name)

BY: George Beecher

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert M.
(Authorized Signature)

Robert E. Mann, Vice President

(Type Name and Title)

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

11.8



280429

Financing Statement

551 PAGE 65

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 27,400.00
- To Be Recorded in Land Records of

Record in:

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

NAME	ADDRESS
I. Debtor(s)	City State
Gary E. Mazza	133 Defense Hwy., Suite 101 Annapolis, Md. 21401

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

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

Check one or more boxes as applicable:

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

Title Owner of Real Estate: _____

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

Secured Party: SOVRAN BANK/MARYLAND

By: Elizabeth B. Butler

Type Name **Elizabeth B. Butler**

Title **Private Banking Officer**

Debtor(s) or Assignor(s)

Gary E. Mazza

Type or Print Name and Title of Each Signature

RECORD FEE 11.00
RECORD TAX 192.50
POSTAGE .50
STUDSLO LAST REC T10433
05/27/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

11 00
192 50

SCHEDULE A

Gary E. Mazza
133 Defense Hwy., Suite 101
Annapolis, Md. 21401

1984 John Deere Model 555-A Crawler Loader w/4-1 bucket, Serial
#T0555AX711304.

1978 Ferrie two axle, dual wheel trailer, serial #786308.

gm

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

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

This Statement refers to original Financing Statement, Identifying File No. 271999 recorded in
Liber 524, Folio 174 on 3/11/88 at Anne Arundel Co., Md.

1. DEBTOR(S): SPW Limited Partnership
 Name(s) c/o HRR, Inc.
 111 Water Street, Suite 2110
 Address(es) Baltimore, Maryland 21202
 Attn: Michael B. Blick

2. SECURED PARTY:
 Name Maryland National Bank
 Address 10 Light Street, M/S 021901
 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 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. (See attached)

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By [Signature]

Richard B. Howard, Asst. Vice President
(Type, Name and Title)

DEBTOR(S)

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

10⁰⁰
52

EXHIBIT A

PROPERTY DESCRIPTION

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

Being known and designated as Lots No. 1, 2, 3 and 4 and the bed of the fifty foot (50') common use right of way, shown as Arnell Drive, which parcels comprise 6.175 acres all as more particularly set out and shown on the recorded Plat entitled "ARNOLD INVESTMENT GROUP", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 89, page 25.

Unit #13, Severn Commerce Center, which is part of the land described in a Deed of Trust dated March 10, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4562, folio 325.

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

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

554 69

280430

FINANCING STATEMENT

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

5. Debtor(s) Name(s): Hans Christian Yachts, Inc. Address(es): 7078 Bembe Beach Road
Annapolis, Maryland 21403

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____

6. Secured Party: Maryland National Bank Address: Department Collateral Unit
P. O. Box 871
Attention: Lisa Edwards Annapolis, Md. 21404
~~PHYSICIAN WORKING OFFICE~~
~~PHYSICIAN WORKING OFFICE~~

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

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

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

Description of Collateral (or Real Property). (Continued on Schedule A):

Hans Christian 45 foot Independence Trawler, Hull #15.

RECORD FEE 11.00
POSTAGE .50
482200 DTT 803 714-20
CK 03/27/90

Debtor: Hans Christian Yachts, Inc.

Secured Party: Maryland National Bank

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

By: Geoffrey R. White, President (Seal)
Type name and title, if any

By: _____ (Seal)

By: _____ (Seal)
Type name and title, if any

By: Mary-Paul Hermance, Asst. Vice President
Type name and title

MARYLAND NATIONAL BANK

207-85 REV. 7/88

11.8

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

FINANCING STATEMENT

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

5. Debtor(s) Name(s): Hans Christian Yachts, Inc. Address(es): 7078 Bembe Beach Road
Annapolis, Maryland 21403

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____

6. Secured Party: Maryland National Bank Address: Department Collateral Unit
~~PHYSICAL RECORDS~~ P. O. Box 871
~~PHYSICAL RECORDS~~ Annapolis, Md. 21404

Attention: Lisa Edwards
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

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

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

G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

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

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

Description of Collateral (or Real Property). (Continued on Schedule A):

HANS CHRISTIAN 41 FOOT SAILBOAT HULL #44.

RECORD FEE 11.00

POSTAGE CK 1.50

8825210 0177 005 114:20

03/29/90

H. ERLE SCHAPIER
DA CG. CIRCUIT COURT

Debtor: Hans Christian Yachts, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any: Geoffrey R. White, President

By: _____ (Seal)

By: _____ (Seal)
Type name and title, if any: _____

[Signature]
Type name and title: Mary-Paul Hermance, Asst. Vice President

MARYLAND NATIONAL BANK

207-95 REV. 7/88

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

1150

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. 273409 recorded in Liber 528, Folio 517 on 6-24-88 at Anne Arundel County

1. DEBTOR(S): Arundel Heart Center Partnership T/A Arundel Heart Center
 ADDRESS(ES): 7649 Crain Highway
Glen Burnie, Maryland 21061

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Collateral Unit
 ADDRESS: MAILSTOP: 500-270; Post Office Box 987, Baltimore, Maryland 21203

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

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

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

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

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

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

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

8. Customers name changed from Arundel Heart Center Partnership T/A Arundel Heart Center to North Arundel Hospital Services, Inc.

10.00
CK .50
07 7 103 11:21
03/27/90
H. SCHAFER
CIRCUIT COURT

DEBTOR(S): North Arundel Hospital Services, Inc.
(Signature necessary only if Item 6 is applicable)

SECURED PARTY: Maryland National Bank
 BY: Mary Paul Hermance (SEAL)
Mary-Paul Hermance
Assistant Vice President
(Type Name and Title)

BY: James R. Walker (SEAL)
James R. Walker, President
 BY: Patricia M. Kasuda (SEAL)
Patricia M. Kasuda, Secretary
Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

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: AARU
 1713 West Street
 Annapolis, Maryland 21403

15.00

207-126 REV 4 86

280432

F I N A N C I N G S T A T E M E N T

BOOK 554 PAGE 72

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

KANCHANA YERCHALEARN SUREEPHONG, for Bangkok Oriental, Inc.
1906 Malbravers Rd.
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY:

EQUITABLE BANK, N.A.
8028 Ritchie Highway, Suite 124
Pasadena, Maryland 21122

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 The Bangkok Oriental, Patriots Plaza Shopping Center, 8047 Ritchie Highway, and all renewals thereof, Pasadena, Maryland 21122

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 , is not exempt from the recordation tax.
Principal amount of the Debt is \$ 120,000 .

DEBTOR:

Witness: _____

Kanchana Sureephong (SEAL)
Kanchana Yerchalearn Sureephong

AFTER RECORDATION RETURN TO:

Marjorie Wax, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

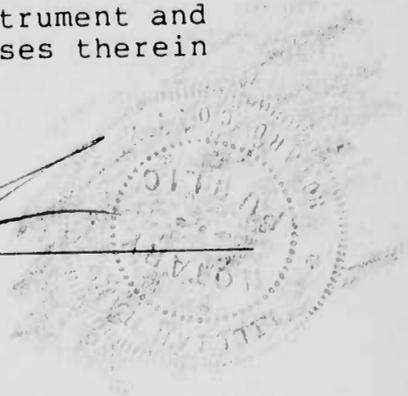
17.8

STATE OF MARYLAND, *County of Howard*, TO WIT:

I HEREBY CERTIFY, that on this *13th* day of March, 1990, before me, a Notary Public of said State, personally appeared Kanchana Sureephong, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

A circular notary seal for the State of Maryland, County of Howard. The seal contains the text "NOTARY PUBLIC STATE OF MARYLAND" and "COUNTY OF HOWARD". The date "1990" is also visible within the seal.

My Commission Expires:



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. CC101

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. 261354 recorded in
Liber 497, Folio 050 on April, 1986 (Date).

1. DEBTOR(S):

Name(s) W. F. UTZ CONSTRUCTION CO.,
Address(es) 1511 Ritchie Highway, Suite 105, Arnold, Md. 21012

2. SECURED PARTY:

Name HOME FEDERAL SAVINGS BANK
Address P.O. Box 1179, Hagerstown, Md. 21741

Person and Address to whom Statement is to be returned if different from above.
Vantage Title Group, Inc., 10320 Little Patuxent Pkwy., Suite 304
Columbia, Md. 21044

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 13, WHITE COVE
1453 White Cove Ct.

RECORD FEE 10.00

POSTAGE .50

RECORDED AT 103 114:41

03/29/90

FILE SCHAFER
1A CO. CIRCUIT COURT

SECURED PARTY

HOME FEDERAL SAVINGS BANK

By Thomas B. Frame
Thomas B. Frame
Sr. Vice President
(Type, Name and Title)

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 8 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

89-5421

186

Bam

VANTAGE TITLE GROUP, INC.
EQUITABLE BANK CENTER
10320 LITTLE PATUXENT PKWY., SUITE 304
COLUMBIA, MD. 21044

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

Filing No: _____ Dated: April 3, 1989

Record Reference: Liber 539 Folio 248

2. DEBTOR is:

Name: G. W. Koch Associates, Inc.
(Last Name First)

Address: 900 Ritchie Highway, Suite 201, Severna Park, MD 21146

3. SECURED PARTY is:

Name: Provident Bank

Address: Calvert and Lexington Streets, Baltimore, MD 21202

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

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

RETURN TO:

JOHN S. CONSTANTINIDES, Esquire
6608 Harford Road
Baltimore, MD 21214
(301) 426-5098

SECURED PARTY:

PROVIDENT BANK

Date: March 12, 19 90

By: Alex J. Suggs
President

RECORD FEE 10.00

POSTAGE .50

03/29/90

H. E. SCHAFER

MD CO. CIRCUIT COURT

15.5

280433

BOOK 554 PAGE 76

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):
Reds Dove, Inc.
2729 Solomons Island Road
Edgewater, MD 21037
M-35929-1

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

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

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

For Filing Officer

RECORD FEE 11.00

POSTAGE .50

CK
#B20820 0777 003 714155

03/29/70

H. ERLE SCHAFER

44 CO. CIRCUIT COURT

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

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

Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAX

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

Reds Dove, Inc.

Alban Tractor Co., Inc.

(By)

James D. Stanley - V.P.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

Standard Form Approved by N.C. Sec. of State and other states shown above.

- (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

118

UCC-1

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

1. Debtor(s) (Last Name First) and Address(es): E.A. & J.O. Crandell, Inc. 733 Crandell Road West River, MD 20778 M-35202A 4021730-001	2. Secured Party(ies) Name(s) And Address(es): Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	No. of Additional Sheets Presented:
--	---	-------------------------------------

3. (a) This statement refers to original Financing Statement bearing File No. 278857
 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. 19
 (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
 HARRISBURG PA 17103
 03/27/90
 H. ERLE SCHAFER

For Filing Officer

- 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 Integrated Tool Carrier IT28B S/N 1HF01312
 NOT SUBJECT TO RECORDATION TAX
 Assignee: General Electric Capital Corp.
 600 W. Germantown Pike
 Plymouth Meeting, PA 19462

10. Signatures:

By _____ Debtor(s) (necessary only if Item 7 is applicable)
 By _____ Alban Tractor Co., Inc. Secured Party(ies)
 Standard Form Approved by N. C. Sec. of State and other States shown above.

FINANCING STATEMENT CHANGE

UCC-3

(1) Filing Officer Copy - Numerical

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): Crouse Construction Co., Inc. P.O. Box 5873 Darlington, MD 21034 M-33697A <i>4021739-001</i>		2. Secured Party(ies) Name(s) And Address(es): Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237		No. of Additional Sheets Presented:
3. (a) This statement refers to original Financing Statement bearing File No. <u>279137</u> Filed with <u>Anne Arundel County</u> Date Filed <u>11/14/89</u> (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. <u>19</u> (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 <input type="checkbox"/>		For Filing Officer		

RECORD FEE 10.00
POSTAGE .50
#623930 0777 003 715403
03/29/90

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 #D8N Tractor S/N 9TC02334
One (1) Caterpillar Model #8SU Bulldozer S/N 1KH01398
NOT SUBJECT TO RECORDATION TAX
Assignee: General Electric Capital Corp.
600 W. Germantown Pike
Plymouth Meeting, PA 19462

10. Signatures:

By _____ Debtor(s) (necessary only if Item 7 is applicable)

By Alban Tractor Co., Inc. Secured Party(ies)

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above.

UCC-3

554 PAGE 79

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):
Paul A. Gaug T/A
Gaug's Excavating & Demolition
Service, 1478-A St., Stephens
Church Road, Crownsville, MD 21032

2. Secured Party(ies) Name(s) And Address(es):
Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237
M-35048A

3. (a) This statement refers to original Financing Statement bearing File No. 278888
Filed with Anne Arundel County Date Filed 10/18/89 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

For Filing Officer

RECORD FEE 10.00
POSTAGE .50
4620940-0777-003 715104
03/29/90

- 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 #953 Track Loader S/N 20Z02532

Assignee: General Electric Capital Corporation
600 W. Germantown Pike
Plymouth Meeting, PA 19462

10. Signatures:

By _____
Debtor(s) (necessary only if item 7 is applicable)

By _____

4021769-001
Alban Tractor Co., Inc.

Secured Party(ies)
Standard Form Approved by
N. C. Sec. of State
and other States shown above.

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

UCC-3

554 PAGE 80

FINANCING STATEMENT FORM UCC-1

Identifying File No. 03824

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5603.42

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 SEVERNA PARK TUNE & LUBE, INC.

Address 8201 RITCHIE HWY. PASADENA, MD 21122

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.

RECORDATION TAX: \$42.00

ANNE ARUNDEL COUNTY

RECORD FEE 13.00
RECORD TAX 42.00
POSTAGE .50
4825970 DTG 605 7:15:05
03/27/70

H. ERLE SCHAFER

ANNE ARUNDEL COUNTY CIRCUIT COURT

CHECK [X] THE LINES WHICH APPLY

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

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

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

(SEE ATTACHED)

(Signature of Debtor)

SEVERNA PARK TUNE & LUBE, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jan K... G...

(Signature of Secured Party)

ORIX CREDIT ALLIANCE, INC.

Type or Print Above Signature on Above Line

1
2
at
lie
3.
Pa
co
be
no
pu:
4.
cor
5.
sup
con
und
a le
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ORIX

BY:

1318
M.S.



Leasing Service
A Division of ORIX Credit Alliance, Inc.

100 Dutch Hill Road Suite 124 Orangeburg, New York 10962 (914) 365-1095 (800) 641-7171 (New York) (800) 835-2530

BOOK 554 PAGE 81 (the "Lessor")

LEASE NUMBER
1-735

C41-03824-1

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Severna Park Tune & Lube, Inc
8201 Ritchie Hwy
PASHODENA, MD 21122

SUPPLIER OF EQUIPMENT (Complete Address)

PILZ AND ASSOC. INC.
6415 DRY BARLEY LANE
COLUMBIA, MD 21045

NAME AND TITLE OF PERSON TO CONTACT: JA / FENNESSY /

EQUIPMENT LEASED					
QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION				
1	Globe Model FS-10 BL LIFT				
1	Model M-615007-C AROWASTE OIL DRAIN				
LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE): STREET ADDRESS, CITY, COUNTY, STATE, ZIP					
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
\$ 160.37	48	\$ 7697.76	48	\$ 320.74	
<small>(PLUS SALES TAX, IF APPLICABLE)</small>		<small>(PLUS SALES TAX, IF APPLICABLE)</small>	<small>MONTHS</small>	<small>(EXCLUSIVE OF SALES TAX)</small>	<small>PAYABLE ANNUALLY IN ADVANCE (PLUS SALES TAX)</small>

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, service charges, 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: <u>Orangeburg, NY</u>	DATE EXECUTED BY LESSEE: <u>1/29/90</u>
DATE: <u>3-5-90</u>	LESSEE: <u>Severna Park Tune & Lube, Inc.</u>
LESSOR:	FULL LEGAL NAME
BY: <u>Barbara Bugge</u>	BY: _____
VICE PRESIDENT	AUTHORIZED SIGNATURE
	TITLE
	BY: <u>Jay E. Fennessy</u>
	AUTHORIZED SIGNATURE
	TITLE

LEASE COPY

5

8. If, upon the expiration of the original or any renewal term hereof, Lessee shall have the right to renew this lease for one year at the Rental Rate specified by Lessee in writing and payment of the Renewal Rent amount. If this lease is not renewed under the terms of the present lease, Lessee shall be deemed to have renewed this lease for an additional one year term at the same Rental Rate as 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 Lessor and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

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

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

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease; (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment; (iii) the unpaid balance of the Total Rent for the term of this lease, discounted to its then Present Value (defined below); (iv) any ITC indemnification (as defined below) attributable to the equipment and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value", as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g., 24 monthly installments of rent at \$100 each would have a Present Value of \$2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value for the purpose of this paragraph and any other provision referring hereto, the rate to be used for such discounting purpose shall be the rate announced by the Federal Reserve Bank of New York as the discount 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 and 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. Lessee may at any time, with or without extending 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 belonging or owing to Lessee and for such purposes, authorize 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 sums paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to provide 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 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 and operation and to return and the recovery of sums 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 by paying the same. 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, equipment, accounts, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and hereafter belonging to Lessee and in which Lessee has any interest and proceeds, interest, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and that any assignment of Lessee and any other act of Lessee, whether hereunder or otherwise, shall not be effective 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, in whole or in part, or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assigns may assign this lease, 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. Lessor 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 following, this lease inure to the benefit of and is binding upon the heirs, assigns, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent hereunder, or any other sum required to be paid to Lessor by Lessee, Lessee shall pay Lessor a late charge of 1 1/2% of the 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 to the date of payment, and Lessee shall be deemed to have authorized any attorney of any court of record to appear for and confer judgment against Lessee in any jurisdiction where such action is not permitted by law for an amount due hereunder, plus expenses and 20% added for attorney's fees, without stay of execution, and Lessee hereby waives the right of appeal and relief from judgment and appraisal, etc., in any such case.

17. If Lessee fails to pay when due any part of the rent hereunder, or if Lessee fails to perform any other provision hereof, within 15 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 made by Lessee, Lessee shall, as soon as possible after the happening of any of the foregoing, being a default hereunder, then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment Lessee owing any and all amounts to any judicial hearing prior to any such retention, whereupon Lessee 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 (B) retain the equipment, or (C) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment), or (D) retain equipment and attempt re-lease of same (applying 20% of the reasonable 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 (A) and (B) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), (C) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees, (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof 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 site 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 thereon 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 all 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 herein 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 of 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 all proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York, and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction whereon it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

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

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind 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.) _____
CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

(L.S.) _____ (L.S.) _____
Guarantor (L.S.) _____
Jay S. Demery
Guarantor (L.S.) _____

County \$11.50
Recordation \$280.00

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
 Subject to Recordation Tax on prin-
cipal amount of \$ 40,000.00

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

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

Program Development Systems, Inc.

2127 Espey Court, Suite 110
Crofton, Maryland 21114

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which addit-
ional information may be obtained.

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

SEE ATTACHED SCHEDULE "A"

ADDITIONAL FEE 11.00
RECORD TAX 280.00
POSTAGE .50
440570 CITT ROB 115-06
03/29/90
CK H. FRLE SCHAFER
44 CO. CIRCUIT COURT

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

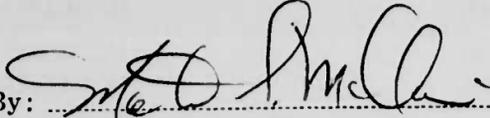
5. Proceeds)
..... Products)) of the collateral are also specifically covered.

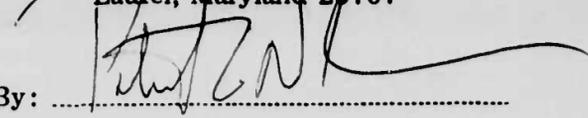
Debtor

Secured Party (Assignee)

Program Development Systems, Inc.

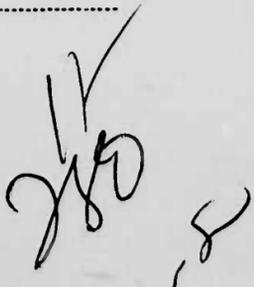
THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: 
.....
Martin G. McClain, President

By: 
.....
Patrick G. Nolan
Vice President

By:

Type or print all names and
titles under signatures.



SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the 22nd day of March, 19 90, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

BOOK 554 PAGE 84
Unit Price Extended

Qty	Item No.	Serial#	Description	Unit Price	Extended
6	PC-DS386/33	787361 787362 787367 787369 787372 787366	Data Star 386 33 mhz	* 2,377.10	14,262.60
6	FD-DSFD12	8579527 8579528 8812290 3638219 8455772 8579529	GEN FLOPPY 1.2	* 95.00 EA	570.00
2	HD-ST251-1	25109555 25108578	Seagate251-1,40MB,28ms H*	395.00 EA	790.00
1	HD-MC1588-1	50931192	MICROPOLIS 1588-15,SCSI	2,950.00 EA	2,950.00
3	BC-TMC-885D	0081900	FUTURE DOMAIN SCSI HFC	257.00 EA	771.00
4	BC-NONE2000	0066299 061310 4789 081100 081145	NOVELL NE2000	249.00 EA	996.00
5	MN-NM3D	9YK44512 9YK44500U 9YK44506U	NEC MULTISYNC 3D	* 649.00 EA	3,245.00
1	CA-APC520ES	787356	APC 520 ES Power Supply	546.00 EA	546.00
1	CA-AP9500	784548	Interface Card	0.00 EA	0.00
6	PC-DSKB101T	783838 785166 785393 784526 784680	PC 101K KEYBOARD TACTILE*	72.00 EA	432.00
6	BC-DSSPAT	826791 815014 815028 815156 815187	Serial/Parallel Adptr-AT*	45.00 EA	270.00
3	BC-DSHFC1:1	91006130 91006131 091006141	Hard/Floppy Controler 1:	125.00 EA	375.00
36	FC-U256K08		256K Memory chip 80 ns *	6.00 EA	216.00
***	FC-U1MBO8		1 meg/80ns *	12.00 EA	4,320.00
2	HD-IMP41611	CFAX33152 CFAX335121	Imprimis WREN III SCSI	1,135.00 EA	2,270.00
1	CC-940-0001		APC CABLE FOR 520ES	0.00 EA	0.00
1	FD-DSFD14	3638218	Data Star 1.44 MB 3.5 in*	95.00 EA	95.00
1	TD-CM500J	304287	CM QFA-500J Back up syst*	1,355.00 EA	1,355.00
1	TD-CM500JEC		External Kit QFA 500	0.00 EA	0.00
1	TD-CM500JIC		CM. 500J Interface Card *	0.00 EA	0.00
1	TD-CM500J	787352	CM QFA-500J Internal *	1,065.00 EA	1,065.00
1	TD-CM500JIC	787353	CM. 500J Interface Card *	0.00 EA	0.00
2	TD-CM500JIC	787351 787354	CM. 500J Interface Card *	259.00 EA	518.00
4	BV-VGAAT151	SC00101112 KAM058999	VGAEXPAND/CARD 512/1024 *	273.00 EA	1,092.00
32	FC-U464K10		9x6.50 UPGRADE T0512 *	6.25	200.00
5	PC-DSCATOW		DataStar Tower Case	150.00 EA	750.00
1	BC-ENE1000		Ethernet Card for Mach *	195.00 EA	195.00

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS, REPLACEMENT PARTS AND THE PROCEEDS THEREOF

Crofton, Maryland 21114
(CITY, COUNTY, AND STATE)

(CORPORATE DEBTOR SIGN BELOW)

Program Development Systems, Inc.

BY: *Martin G. McClain*
TITLE Martin G. McClain, President

(SEAL)

Attest:

(SECRETARY)

55A PAGE 85

Financing Statement

280438

COPY FOR FILING

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

Record In:

- SDAT
- Montgomery County
- Prince George's County
- Other ANNE ARUNDEL COUNTY

NAME	ADDRESS
1. Debtor(s)	City State
JOHN E SCOTT, III	170 JENNIFER ROAD, SUITE 140 ANNAPOLIS, MARYLAND 21401

2. Secured Party: **BALTIMORE AMERICAN SAVINGS BANK, F.S.B.**
4023 Annapolis Road
Baltimore, Maryland 21227

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

Check one or more boxes as applicable:

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

Title Owner of Real Estate: _____

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

Secured Party: BALTIMORE AMERICAN SAVINGS BANK	Debtor(s) or Assignor(s):
By: <u>[Signature]</u>	<u>[Signature]</u>
Type Name <u>RICHARD W KRAUS</u>	<u>JOHN E SCOTT, III</u>
Title <u>EXECUTIVE VICE PRESIDENT</u>	
	Type or Print Name and Title of Each Signature

135

RECORD FEE 13.00
 COURT FEE 1.00
 03/29/90
 H. ERLE SCHAFER
 44 CO. CIRCUIT COURT

**COLLATERAL PLEDGE AGREEMENT
(DIRECT)**

4023 ANNAPOLIS ROAD, BALTIMORE, MARYLAND 21227
(Association Office and Location)

March 23, 1990
(Date)

THIS COLLATERAL PLEDGE AGREEMENT is made in favor of the Baltimore American Savings Bank F.S.B. (the "Bank.") by the undersigned (the "obligor" whether one or more than one, witnesseth:

In order to secure (a) the prompt payment of all indebtedness, liabilities and obligations of the Obligor to the Bank, of any nature whatsoever, including, without limitation, such indebtedness, liabilities and obligations of the Obligor to the Bank which are direct, indirect, contingent, primary, secondary, alone, jointly with others, due, to become due, primary, secondary, future advances, now existing, hereafter created, principal, interest, expense payments, liquidation costs, and attorney's fees and expenses (collectively, the "Obligations"), and (b) the performance by the Obligor of all of the terms, conditions and provisions of this Collateral Pledge Agreement and of any note, security agreement, other pledge agreement, guarantee agreement, mortgage, deed of trust, loan agreement, hypothecation agreement, subordination agreement, indemnity agreement, letter of credit application, assignment, or any other document previously, simultaneously or hereafter executed and delivered by the Obligor and/or any other person, singly or jointly with another person or persons, evidencing, securing, guarantying or in connection with any of the Obligations (collectively, the "Loan Documents"), the Obligor (jointly and severally if more than one) hereby pledges, assigns and grants to the Bank a security interest in the property described on the reverse side hereof (and all property subsequently deposited pursuant hereto in addition to or in substitution for any such property), including, without limitation, all moneys due or to become due thereunder, all cash, stock and other dividends now or hereafter declared thereon, all rights to subscribe to securities now or hereafter declared thereon, all rights to subscribe to securities now or hereafter incident to, declared or granted in connection therewith, and all distributions (cash or property) made or to be made in connection therewith or incident thereto, with all cash and non-cash proceeds thereof and the proceeds of all insurance policies covering all or any part of such property (all of the foregoing is herein collectively referred to as the "Collateral").

The Obligor will execute and deliver to the Bank, all assignments, endorsements, powers, hypothecations and other documents required at any time and from time to time by the Bank with respect to the Collateral and will deliver to the Bank and stock certificates representing stock dividends on, or stock splits of, any of the Collateral.

The Obligor shall be responsible for the preservation of the Collateral in the Bank's possession and shall take all action necessary to preserve the rights of the Obligor and of the Bank against prior parties to the Collateral. The Bank shall be under no duty (a) to collect any of the Collateral or any moneys due or to become due thereunder, (b) to give any notices with respect to the Collateral, (c) to preserve or maintain any of the Collateral not in its possession, and (d) to preserve rights of the Obligor against prior parties to the Collateral. The Bank shall be deemed to have exercised reasonable care with respect to any of the Collateral in its possession if the Bank takes such action for that purpose as the Obligor shall reasonably request in writing; but no failure to comply with any such request, of itself, be deemed a failure to exercise reasonable care, and no failure to do any act not requested by the Obligor shall be deemed a failure to exercise reasonable care. If any of the Collateral shall at any time become unsatisfactory to the Bank, the Obligor shall, on demand, and as the the Bank may direct, deliver, assign or hypothecate to the Bank as part of the Collateral additional property satisfactory to the Bank, and the term "Collateral" as used herein shall include any such additional property.

In addition to all other rights available to it under applicable laws or otherwise: (a) the Bank, in conjunction with the assignment, pledge or transfer of any of the Obligations by the Bank shall have the right to assign therewith the Bank rights in any of the Collateral, and any assignee, pledge or transferee shall have the rights of the Bank hereunder with respect to the Collateral so assigned, pledged or transferred, and the Bank shall be thereafter relieved from all duties with respect to any such Collateral; and (b) upon default hereunder, the Bank shall have the right, (i) to transfer the whole or any part of the Collateral into the name of the Bank or its nominee, (ii) to notify any person obligated on any of the Collateral to make payment directly to the Bank or his nominee of any amounts due or to become due thereon, (iii) to vote the Collateral, and (iv) to take control of any of the Collateral.

The occurrence of any one or more of the following events shall constitute a default under this Collateral Pledge Agreement: (a) failure of the Obligor to pay any of the Obligations as and when due and payable; (b) failure of the Obligor to perform, observe or comply with any of the provisions of this Collateral Pledge Agreement or of the Loan Documents; (c) the occurrence of a default under any of the Loan Documents; (d) if any information contained in any financial statement, application, schedule, report or any other document given by the Obligor or by any other person in connection with the Obligations, with the Collateral, or with any of the Loan Documents is not in all respects true and accurate or if the Obligor or such other person committed to state any material fact or any fact necessary to make such information not misleading; (e) if the Obligor is generally not paying debts as such debts become due; (f) the filing of any petition for relief under the Bankruptcy Code or any similar Federal or State statute by or against the Obligor; (g) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by, or the insolvency of, the Obligor; (h) the dissolution, merger, consolidation, or reorganization of the Obligor; (i) the determination in good faith by the Bank that a material adverse change has occurred in the financial condition of the Obligor from the condition set forth in the most recent financial statement of the Obligor heretofore furnished to the Bank, or from the financial condition of the Obligor as heretofore most recent disclosed to the Bank in any other manner; or (j) the determination in good faith by the Bank, that the prospect of payment of any of the Obligations is impaired for any reason.

In the event of a default hereunder, the Bank may, at its option and without notice to the Obligor, immediately declare the unpaid balance of the Obligations to be immediately due and payable. In this event, the Bank shall have all of the rights and remedies of a secured party under the Maryland Uniform Commercial Code or under other applicable laws, and the Bank is authorized to offset and apply to all or any part of the Obligations, and moneys, credits, and other property of any nature whatsoever of the Obligor now or at any time hereafter in the possession of, in transit to or from, under the control or custody of, or on deposit with, the Bank in any capacity whatsoever, including, without limitation, any balance of any deposit account and any credits with the Bank.

Any written notice of the sale, disposition or other intended action by the Bank with respect to the Collateral which is required by applicable laws and is sent by regular mail, postage prepaid, to the Obligor at the Obligor's address specified below, or such other address of the obligor which may from time to time be shown on the Bank's records, at least five (5) days prior to such sale, disposition or action, shall constitute reasonable notice to the Obligor.

The Obligor recognizes that the Bank may be unable to effect a public sale of all or part of the Collateral by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire all or a part of the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Obligor acknowledges and agrees that any private sale so made may be at prices and on other terms less favorable to the seller than if such Collateral were sold at public sale, and that the Bank has no obligation to delay the sale of such Collateral for the period of time necessary to permit the registration of such Collateral for public sale under any securities laws. The Obligor agrees that a private sale or sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner. If any consent, approval or authorization of any federal, state, municipal or other governmental department, agency or authority should be necessary to effectuate any sale or other disposition of the Collateral, or any partial sale or other disposition of the Collateral, the Obligor will execute all such applications and other instruments as may be required in connection with securing any such consent, approval or authorization, and will otherwise use its best efforts to secure the same.

All costs and expenses, including, without limitation, attorney's fees and expenses incurred by or on behalf of the Bank (a) in enforcing the Obligations, and (b) in connection with the taking, holding, preparing for sale or other disposition, selling, managing, collecting or otherwise disposing of, the Collateral (collectively, the "Liquidation Costs"), together with interest thereon at a per annum rate of interest which is equal to the then highest rate of interest charged on the principal of any of the Obligations plus 1% per annum, from the date of payment until repaid in full, shall be paid by the Obligor to the Bank on demand and shall constitute and become a part of the Obligations secured hereby. Any proceeds of sale or other disposition of the Collateral will be applied by the Bank to the payment of the Liquidation Costs and the balance of such proceeds (if any) will be applied by the Bank toward the payment of the remaining Obligations, in such order and manner of application as the Bank may from time to time in its sole discretion determine.

Each right, power and remedy of the Bank as provided for in this Collateral Pledge Agreement or in the Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Collateral Pledge Agreement or in the Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Bank of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Bank of any or all such other rights, powers or remedies.

No failure or delay by the Bank to insist upon the strict performance of any term, condition, covenant or agreement of this Collateral Pledge Agreement or of the Loan Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall not constitute a waiver of any such term, condition, covenant or agreement or of any such breach, or preclude the Bank from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the Obligations, the Bank shall not be deemed to have waived the right either to require prompt payment when due of all other Obligations, or to declare default for failure to effect such payment of any such other Obligations.

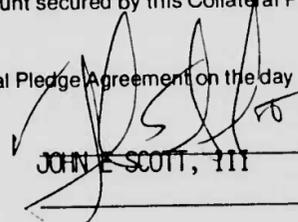
Neither this Collateral Pledge Agreement nor any term, condition, covenant or agreement hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Collateral Pledge Agreement shall be governed by the laws of the State of Maryland and shall be binding upon the personal representatives, successors and assigns of the Obligor and shall inure to the benefit of the successors and assigns of the Bank. As used herein, the singular number shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders as the context may require, and the term "person" shall include an individual, a corporation, an association, a partnership, a trust and an organization. Unless varied by this Collateral Pledge Agreement, all terms used herein which are defined by the Maryland Uniform Commercial Code shall have the same meanings hereunder as assigned to them by the Maryland Uniform Commercial Code. The term "Obligations" as used herein shall not include any loan to a non-corporate Obligor which is not a "commercial loan" (as defined by Section 12-101(c) of the Commercial Law Article of the Annotated Code of Maryland).

Description of Property

1 NEC Multiaymo 4D VGA Monitor (Value-\$1390.00), 1 NEC Multiaymo/16 Graphion Engine (Value-\$975.00),
1 Intel 80287-8 MATH COPROCESSOR (VALUE-\$280.00), 1 AT Memory Expansion Board w/2M5 RAM (Value-\$380.00),
1 Seagate 80MB SCSI Hard Drive Kit (Value-\$600.00), 1 Summasketch Professional II (Value-\$700.00) and
1 Calcomp 1025 A-E Plotter (Value-\$6375.00).
Accounts receivable - All accounts, accounts receivable, contract rights, instruments, documents,
chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material
or documents relating to the recording, billing or analyzing of any of the above.

If this box is checked, _____ signs this Collateral Pledge Agreement only for the purposes of inducing the Bank to make, extend or continue loans and credits to the others or others of the Obligor and for pledging, assigning and granting a security interest in his or her interest in the Collateral as security to the Bank, and, shall not be deemed to be otherwise liable for the Obligations or any other amount secured by this Collateral Pledge Agreement unless so obligated under the provisions of another document.

The signature(s) and seal(s) of the Obligor(s) are subscribed to this Collateral Pledge Agreement on the day and year written above.



JOHN E. SCOTT, III (Seal)

(Seal)

(Seal)

(Seal)

Obligor's Address

170 JENNIFER ROAD, SUITE 140
(Street)
ANNAPOLIS, MARYLAND 21401
(City or County and State)

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 257,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Physical Therapy Center of Severna Park, (Name) c/o Steele & Faust, P.A. Inc. 104 Forbes (Address) Street Annapolis, Md. 21401	THE FIRST NATIONAL BANK OF MARYLAND Attn: Catherine Lewis Damsio (Name of Loan Officer) 18 West Street (Address) Annapolis, Md. 21401

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

ALL ASSETS of the PHYSICAL THERAPY CENTER OF SEVERNA PARK, INC.
456-G Ritchie Hwy., Severna Park, Maryland 21146

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

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

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

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

RECORD FEE 11.00
 POSTAGE ~~CK~~ .50
 #526000 DTIT N03 715:14
 03/29/90

DEBTOR (OR ASSIGNOR)
 Physical Therapy Center of Severna Park, Inc. (Seal)
 ✓ Stephen E. Faust (Seal)
 (Signature)
 Stephen E. Faust, Secretary
 (Print or Type Name)

~~SECURED PARTY (OR ASSIGNEE)~~
 ✓ Marshall K. Steele, III (Seal)
 (Signature)
 Marshall K. Steele, III, President
 (Print or Type Name)

✓ Quelign B. Kiley
 (Signature)
 St. of Md. Co. of App.
 Commissioner
 BN-2403 A-880

✓ Michael [Signature]

11-
~~52~~
 52

RECEIVED

554 89

'90 MAR 28 AM 10 52

STATE DEPT. OF
ASSESSMENTS & TAXATION

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. 259325 recorded in Liber 492 Folio 28 on 11-20-1985 at Anne Arundel County
Date Location

1. DEBTOR(S): Shei & Me International, Inc. T/A Lil Miss Harvey's Sub & Pub
ADDRESS(ES): 6718A Ritchie Highway
Glen Burnie, Maryland 21061

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: AARU
ADDRESS: MAILSTOP: 500-270; Post Office Box 987, Baltimore, Maryland 21203

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

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

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

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

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

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

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

8. _____

RECORD FEE 10.00
POSTAGE .50
MAY 10 1990 11:01
03/30/90

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

SECURED PARTY, Maryland National Bank
BY Beth A. Sherwood (SEAL)
Beth A. Sherwood
Commercial Banking Officer
(Type Name and Title)

BY: _____ (SEAL)
BY: _____ (SEAL)

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

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.

300126 REV 4 86

Return to Bill + Sheila Racz
218 n Charles Street
~~Balt~~ Suite 1901
Balt. MD 21201
Park Charles Apt

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):

Michael M. Wines and Betty Wines
 Name or Names—Print or Type
 7693 Baltimore-Annapolis Blvd, Glen Burnie
 Address—Street No., City - County State Zip Code

JAMM TAVERN ASSOCIATES INCORPATE

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

1002 Court Square Building

2. Secured Party:

Name or Names—Print or Type
 BALT MD 21202
 Address—Street No., City - County State Zip Code

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

Class D Tavern-Beer, Wine and Liquor (Music and Sunday) License
 All furniture, fixtures, and equipment of the Debtors at the following described real property.

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

7693 Baltimore-Annapolis Blvd.
 Glen Burnie, Maryland 21061

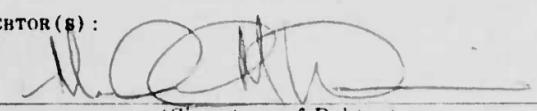
5. If collateral is crops, describe real estate.

N/A

RECORD FEE 12.00
 POSTAGE .50
 #128170 0237 R02 T16:04
 CK 03/30/90
 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):


 (Signature of Debtor)

SECURED PARTY:

(Company, if applicable)

Type or Print
 Betty J. Wines
 (Signature of Debtor)

(Company, if applicable)
 Margaret Stern
 (Signature of Secured Party)

Type or Print Type or Print (Include title if Company)

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

Name and Address _____

1200

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):

Michael M. Wines and Betty Wines
 Name or Names—Print or Type
 7693 Baltimore-Annapolis Blvd, Glen Burnie
 Address—Street No., City - County State Zip Code
 JAMM TAVERN ASSOCIATES INCORPORATE

2. Secured Party:

Doris Minadakis
 Name or Names—Print or Type
 103 Phelps Avenue, Glen Burnie, Md 21061
 Address—Street No., City - County State Zip Code

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

Class D Tavern- Beer, Wine and Liquor (Music and Sunday License. All furniture, fixtures and equipment of the Debtors at the following described real property.

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

7693 Baltimore-Annapolis Blvd.
 Glen Burnie, Maryland 21061

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

RECORD FEE 12.00
 POSTAGE .50
 #728190 0237 R02 T16:04
 03/30/90
 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):

[Signature]
 (Signature of Debtor)

Type or Print

Betty Wines
 (Signature of Debtor)

Type or Print

SECURED PARTY:

(Company, if applicable)

[Signature]
 (Signature of Secured Party)

304 Crain Highway
 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 _____

1200/30

PARTIES

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

MARK E. KILGORE
7733 TELEGRAPH ROAD
SEVERN MD 21144 1

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

SHARON L. BAKER
7733 TELEGRAPH ROAD
SEVERN MD 21144 1a

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

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

EASTERN HOMES, INC.

8291 WASHINGTON BLVD.
JESSUP MD 20794 2

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

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 2a

Special Types of Parties (check if applicable):

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

SECURED PARTY SIGNATURE(S)

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

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

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

EASTERN HOMES, INC.

William M. Kelly Sr.

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):

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

554 PAGE 92 280442

RECORD FEE 12.00
4825910 OTTT R03 T15:03
CK
03/29/90
5

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

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

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

1990 COLONY
14 X 72 SERIAL# SO01324A AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS 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.(i) OR
THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

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

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

the following real estate:

Street Address:

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

Described on Additional Sheet.

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

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 MARK E. KILGORE *Mark E. Kilgore*

1a SHARON L. BAKER *Sharon L. Baker*

1b 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

To be recorded: - SDAT 52.25
 - Howard County 11.50
 - Anne Arundel County 11.50

551 FILE 93

280443

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) Circle Graphics, Inc. 7484 Candlewood Road Harmons, MD 21077 and 8835 Columbia 100 Parkway, Section I Columbia, Maryland 21045</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Peggy Culleton T0609 Return to Secured Party</p>
--	--

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

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

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

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

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

E. Other.

One (1) Bedford Target XL Page Make-up workstation including all software and peripheral equipment CPU-S/N2355, monitor-S/N5460
 Also one (1) Ricoh F/T 5570 copier S/N 2499120051

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: \$ 64,000.00

DEBTOR:
 Circle Graphics, Inc.
 7484 Candlewood Road
 Harmons, MD 21077

By: Jay C. Berkowitz, President
 Jay C. Berkowitz, President

By: _____

SECURED PARTY:
 SIGNET BANK/MARYLAND

By: Steven M. Wienceke
 Steven M. Wienceke

By: March 22 19 90
 (Date Signed by Debtor)

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

RECEIVED

MAR 28 1990

Financing Statements filed in more than one county, therefore, tax of \$41.25 paid to State 3/28/90.

Denise Vick

11.50

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

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

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

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

CONTRACT # 29820 - 730370

1. DEBTOR

Name CHARLES H. CONTEE
Address P.O. BOX 442 TRACY'S LANDING, MD 20779

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

- 1 NEW KUBOTA T1400H LAWN TRACTOR, SER.#30895.
1 NEW KUBOTA T3014 GRASS CATCHER, SER.#5800-2971.

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"
CHECK [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)

Charles H Contee
(Signature of Debtor)

CHARLES H. CONTEE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chris Hanburger
(Signature of Secured Party)

CHRIS HANBURGER, GENERAL MANAGER
Type or Print Above Signature on Above Line

11/50

POSTAGE .50
#628780 DT77 R03 107:17
04/02/90
SCHAFER
AA CO. CIRCUIT COURT

STATE OF MARYLAND

BOOK 554 PAGE 95

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266544

Book 509, Page 459

RECORDED IN LIBER FOLIO ON 3/11/87 with Anne Arundel County (DATE)

1. DEBTOR

Name Brady's Excavating, Inc.

Address 314 Salisbury Road, Edgewater, MD 21073

2. SECURED PARTY

Name Dresser Leasing Corporation
3201 North Wolf Road

Address Franklin Park, IL 60131

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

3. Maturity date of obligation (if any)

RECORDING FEE 10.00
POSTAGE .50
266544 CITY 005 109428
04/02/90

CHECK FORM OF STATEMENT

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

H. FOLL SCHAFER
CIRCUIT COURT

3/21/90

Dated _____

Dresser Leasing Corporation

(Signature of Secured Party)

Jeffrey McDowell
JEFFREY McDOWELL
Type or Print Above/Name on Above Line

160

280445

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 \$ 40,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Maryland Manor of Glen Burnie, Inc. Address(es): 7575 E. Howard Street
Glen Burnie, Maryland 21061

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

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

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Maryland Manor of Glen Burnie, Inc. Secured Party: Maryland National Bank

By: Carl A. Brunetto (Seal) Type name and title, if any Carl A. Brunetto, President (Seal)

By: Jan H. Sheehan (Seal) Type name and title Jan H. Sheehan, Assistant Vice President (Seal)

MARYLAND NATIONAL BANK

207-95 REV 1/86

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

Handwritten initials and scribbles:
11 280 50

RECORD FEE 11.00

CK

RECORD TAX 280.00
LIBRARY .50
APR 23 1990 10:29 AM
04/02/90
SCHAFFER
CIRCUIT COURT

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

BOOK 554 PAGE 97

This is the Schedule A to:

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

dated ^{FEBRUARY} ~~December~~ 22, 19 ⁹⁰ ~~89~~, and executed by _____
Maryland Manor of Glen Burnie, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

<u>Item Number</u>	<u>Quantity</u>	<u>Description</u>
A31A	99	Dresser/Bedside, three drawers, laminate
B02A	99	Wardrobe, 24" w/2 exposed drawers, laminate
A06	99	Head & Footboard(Omniflex F), double gatch bed
A881	47	Patient Chair, Bunyan High Back, 2' sq front leg
A28	99	Top for covered table, model 13-01-02
27	99	Overbed table base, epoxy/ssss infinite stop lift

GRANTOR/DEBTOR

By: _____ (SEAL)

Name: Carl A. Brunetto

Title: President

GRANTOR/DEBTOR

By: _____ (SEAL)

Name: _____

Title: _____

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

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

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

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

This financing statement Dated March 20, 1990 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tammy Clark & William Edward Kenealy Jr.

RECORD FEE 12.00
#528730 GTTT R03 T09:31
04/02/90

Address 131 Chesapeake MHP Hanover, Maryland 21076

2. SECURED PARTY

Name First Manufactured Housing Credit Corporation

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Address P.O. Box 190

Glen Burnie, Maryland 21061

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

3. Maturity date of obligation (if any)

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

1978 Liberty/Liberty 14X70
Serial #08L13478

Name and address of Assignee
FIRST MANUFACTURED HOUSING CREDIT
CORP. - P.O. BOX 190
GLEN BURNIE, MARYLAND 21061

(including all household goods)

Used Mobile Home together with all appliances, equipment, accessories and parts thereon and therefore and all proceeds, replacements or additions therefore and all substitutions, as more fully described in the Manufactured Home Retail Installment Agreement between debtor and the secured party.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Tammy Clark
(Signature of Debtor)

Tammy Clark
Type or Print Above Name on Above Line

William Edward Kenealy Jr.
(Signature of Debtor)

William Edward Kenealy Jr.
Type or Print Above Signature on Above Line

FIRST MANUFACTURED HOUSING CREDIT CORP
(Signature of Secured Party)

GLINDA CONNER-Loan Processor
Glinda Conner
Type or Print Above Signature on Above Line

12-

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated March 27, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wesley J. White
Address 414 Morris Hill Ave. Glen Burnie, Maryland 21061

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

One 20HAL Eager Beaver Trailer
S/N 112HMV302LT035077

Name and address of Assignee
J. I. Case Company and/or
J. I. Case Credit Corporation
P. O. Box 292
Racine, WI 53401

RECORD FEE 11.00

POSTAGE .50

MAR 27 1990

04/02/90

SCHAFER

CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wesley J. White
(Signature of Debtor)

Wesley J. White
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

118

Barclay D. Tucker, II
(Signature of Secured Party)

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

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

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

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

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

1. DEBTOR

Name Decision Data Computer Corporation

Address 410 Horsham Road, Horsham, PA 19044

2. SECURED PARTY

Name Copelco Capital Corporation

Address One MEDIUM Plaza, Pennsauken, NJ 08110

ATTN: Alisa Micarelli

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

RECORD FEE 11.00
POSTAGE .50
#627140 0777 003 109:47
04/02/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

SEE RIDER "A" HERETO AND MADE A PART HEREOF.

Filed with the Clerk of the Circuit Court of Anne Arund County

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

DECISION DATA COMPUTER CORPORATION
(Signature of Debtor)

Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

JOEL F. SUSSMAN, TREASURER
Type or Print Above Signature on Above Line

COPELCO CAPITAL CORPORATION
(Signature of Secured Party)

(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

1152

PARTIES
Debtor name (last name first if individual) and mailing address:
WILLIAM B. GRAHAM JR
LOT 70 LYONS CREEK MHP
LOTHIAN MD 20820 1

Debtor name (last name first if individual) and mailing address:
KIMBERLY A. GRAHAM
LOT 70 LYONS CREEK MHP
LOTHIAN MD 20820 1a

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
PROFESSIONAL MH BROKERS
10401 LANHAM-SEVERN ROAD
LANHAM MD 20706 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
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):
PROFESSIONAL MH BROKERS
[Signature]

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

Filing No. (stamped by filing officer): **280449**
Date, Time, Filing Office (stamped by filing officer):
554 PAGE 101
RECORD FEE 12.00

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
H. ERLE
AA CO. CIRCUIT COURT 6

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

Identify collateral by item and/or type:
1976 MARLETTE HOMES
14 X 70 SERIAL# P14270FBK 50266 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS 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.(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):
WILLIAM B. GRAHAM JR *[Signature]*
KIMBERLY A. GRAHAM *[Signature]*
1
1a
1b 11

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

554 PAGE 102

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 428

Page No. 503

Identification No. 234058

Dated Aug 25 80

1. Debtor(s) { Joseph M Limerick & Young Limerick
Name or Names—Print or Type
175 Waldo Rd Pasadena (AA Co) Md 21122
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 12.00

RECORD FEE 1.00

POSTAGE *CK* .50

<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>

REC'D 04/02/90

04/02/90

H. E. LE SCHAFER

AA CO. CIRCUIT COURT

Dated: March 5, 1990

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13.48

*AA
13.50*

GROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 443

Page No. 401

Identification No. 240297

Dated Nov 2 1981

1. Debtor(s) { Eugene Lilly & Joyce E Lilly
 Name or Names—Print or Type
7 Lexington Rd Harmans (AA Co) Md 21077
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 13.00
 POSTAGE .50
 4/27/90 0777 103 709:50
 04/02/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Dated: March 5, 1990

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

134

AA
13.50

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 450

Page No. 124

Identification No. 242705

Dated May 27, 1982

1. Debtor(s) { Roosevelt Queen & Joan Queen
 Name or Names—Print or Type
1071 Rt 3 N Land Gambrills (A A CO) Md 21054
 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>

RECORD FEE 13.00
 POSTAGE .50
 4027210 DT17 103 109-51
 04/02/90
 CK
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Dated: March 26, 1990

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)

1350

A A Co
1350

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 421

Page No. 444

Identification No. 230919

Dated Jan 29 1980

1. Debtor(s) { Alice M Queen & Curtis L Queen & Louise O Water
 Name or Names—Print or Type
534 Queenstown Rd Severn (AA Co) Md 21144
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE CR 14.00
 POSTAGE .50
 HASTED GITT RO3 TOP152
 04/02/90
 H. ERLE SCHAFER
 CIRCUIT COURT

Dated: March 26, 1990

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)

AA Co
1450

174-5

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 393

Page No. 332

Identification No. 220603

Dated Oct 19 1978

1. Debtor(s) { Ivy M Reisser, Joann L Beran, James A Beran
 Name or Names—Print or Type
1216 Hillside Rd, Pasadena (AA Co) 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.)</p> <p style="text-align: center;">Termination</p>

RECORDED FEE 14.00
 POSTAGE .50
 04/02/90
 H. E. LE SCHAPER
 CIRCUIT COURT

Dated: March 26, 1990

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

145-

AA
1450

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 398 Page No. 530
Identification No. 223249 Dated Feb 26 1979

1. Debtor(s) { Nancy Raines
Name or Names—Print or Type
117 3rd Ave Baltimore (AA Co) Md 21227
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>

RECORD FEE 12.00
POSTAGE .50
4627240 DT77 ROB TOP:52
04/02/79
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: March 26, 1990 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)

1788

A.A Co
12.50

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 378

Page No. 72

Identification No. 213482

Dated Oct 19 1977

1. Debtor(s) { John Matta & Linda M Matta
Name or Names—Print or Type
6530 Pompano Dr Glen Burnie (AA Co) Md 21061
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>

RECORD FEE 13.00
POSTAGE .50
#621200 ETTT R03 109:50
04/02/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: March 5, 1990 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)

13.4

A.A
13.50

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 413

Page No. 400

Identification No. 227577

Dated Aug 23 1979

1. Debtor(s) { Robert W Rudek
Name or Names—Print or Type
163 Windward Passage Edgewater (AA Co) Md 21037
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>

RECORD FEE 12.00
POSTAGE CK .50
#627250 0777 103 109:54
04/02/90

Dated: March 26, 1990

Sears, Roebuck and Company H. ERLE SCHAFER
Name of Secured Party
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

17.8

A.A.Co
12.50

280450

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)

Lilly Brothers Yacht Yard, Inc.
DBA Lilly Sport Boats
2830 Solomons Island Road
Edgewater, Maryland 21037

2 Secured Party(ies) and address(es)

General Motors Acceptance Corp.
849 International Drive
Linthicum Heights, MD. 21090

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

RECORD FEE 12.00
POSTAGE OK .50
#627070 DT77 ROB 109436
04/02/90

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

All fixed assets, including all machinery, shop equipment, tools, business and office equipment, related equipment, furniture, fixtures, furnishings; all inventory of new and used parts and all accessories, now owned or hereafter acquired in replacement of or added to any of the foregoing; all accounts, contract rights, and general intangibles, all proceeds of all the foregoing

Not subject to recordation tax.

ASSIGNEE OF SECURED PARTY

HA CO. CIRCUIT COURT

Name

Address

Check if covered:

Proceeds are also covered

Products of Collateral are also covered

No. of additional Sheets presented:

Lilly Brothers Yacht Yard, Inc.

DBA Lilly Sport Boats

By

Arthur R Lilly
Signature(s) of Debtor(s)

Arthur R Lilly

General Motors Acceptance Corporation

By

J H Grischow
Signature(s) of Secured Party(ies)

J H Grischow

(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-1 7-89

1250

554 111 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

280451

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 UNC Support Services Corporation

Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Manufacturers Hanover Bank (Delaware), as Agent

Address 1201 Market Street, Wilmington, Delaware 19801

RECORD FEE 13.00
ESTAGE .50
#628710 CITY R03 T07:16
04/02/90
H. ERLE SCHAFER
10th 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 attached Schedule

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX

File with Ann Arundel County

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RICHARD H. LANGE V.P./GEN COUN./CORP SEC.

[Signature]
(Signature of Debtor)

UNC Support Services Corporation
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

PATRICIA M. LYONS AVP

[Signature]
(Signature of Secured Party)

Manufacturers Hanover Bank (Delaware), as Agent

Type or Print Above Signature on Above Line

(38)

UCC

EX 554 112

Schedule I to
Financing Statement
Form UCC-1

Debtor: UNC Support Services Corporation
175 Admiral Cochrane Drive
Annapolis, Maryland 21401

Secured Party: Manufacturers Hanover Bank
(Delaware), as Agent
1201 Market Street
Wilmington, Delaware 19801

This financing statement covers all of the Debtor's right, title and interest in and to the following types (or items) of property now owned or anytime hereafter acquired by the Debtor or in which the Debtor may acquire and right or interest:

- (i) all Accounts; and
- (ii) all Inventory.

Defined Terms. As used in this Schedule I to Financing Statement Form UCC-1, the following terms shall have the following meanings (such terms to be equally applicable to the singular and plural forms thereof):

"Accounts" means all accounts receivable, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor (including under any trade names, styles or divisions thereof) wherever located and whether arising out of goods sold by it or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or performance of services by the Debtor (including, without limitation, any such obligation which would be characterized as an account, general intangible or chattel paper under the Uniform Commercial Code) and all of the Debtor's rights in, to and under all purchase orders now owned or hereafter received or acquired by it for goods or services, and all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid seller's rights) and all moneys due or to become due to the Debtor under all contracts for the sale of goods and/or the performance of services by it (whether or not yet earned by performance) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation,

the right to receive the proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing.

"Inventory" means all inventory, wherever located, now owned or hereafter acquired by the Debtor or in which the Debtor now has or hereafter may acquire any right, title or interest, including, without limitation, all goods and other personal property now or hereafter owned by the Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods, including, but not limited to all inventory as defined in Section 9-109(4) of the UCC.

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

If transaction or transactions wholly or partially subject to 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 UNC Incorporated
Address 175 Admiral Cochrane Drive, Annapolis, MD 21401-7394

2. SECURED PARTY

Name Manufacturers Hanover Bank (Delaware), as Agent
Address 1201 Market Street, Wilmington, Delaware 19801

RECORD FEE 13.00
POSTAGE .50

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

4424700 0777 R03 T09:16
04/02/90

3. Maturity date of obligation (if any) _____ H. ERIC SCHAFER

4. This financing statement covers the following types (or items) of property: (list) _____ AN CO. CIRCUIT COURT

See attached Schedule

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX

File with Ann Arundel County

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RICHARD H. LANGE V.P./GEN COUN./CORP SEC.

(Signature of Debtor)

UNC Incorporated
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

PATRICIA M. LYONS AVP

Patricia M. Lyons, AVP
(Signature of Secured Party)

Manufacturers Hanover Bank (Delaware), as
Type or Print Above Signature on Above Line Agent

B.J.

SSM

Schedule I to
Financing Statement
Form UCC-1

Debtor: UNC Incorporated
175 Admiral Cochrane Drive
Annapolis, Maryland 21401

Secured Party: Manufacturers Hanover Bank
(Delaware), as Agent
1201 Market Street
Wilmington, Delaware 19801

This financing statement covers all of the Debtor's right, title and interest in and to the following types (or items) of property now owned or anytime hereafter acquired by the Debtor or in which the Debtor may acquire and right or interest:

- (i) all Accounts; and
- (ii) all Inventory.

Defined Terms. As used in this Schedule I to Financing Statement Form UCC-1, the following terms shall have the following meanings (such terms to be equally applicable to the singular and plural forms thereof):

"Accounts" means all accounts receivable, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor (including under any trade names, styles or divisions thereof) wherever located and whether arising out of goods sold by it or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or performance of services by the Debtor (including, without limitation, any such obligation which would be characterized as an account, general intangible or chattel paper under the Uniform Commercial Code) and all of the Debtor's rights in, to and under all purchase orders now owned or hereafter received or acquired by it for goods or services, and all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid seller's rights) and all moneys due or to become due to the Debtor under all contracts for the sale of goods and/or the performance of services by it (whether or not yet earned by performance) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation,

the right to receive the proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing.

"Inventory" means all inventory, wherever located, now owned or hereafter acquired by the Debtor or in which the Debtor now has or hereafter may acquire any right, title or interest, including, without limitation, all goods and other personal property now or hereafter owned by the Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods, including, but not limited to all inventory as defined in Section 9-109(4) of the UCC.

280453

EX 554 REG 117

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

1. Debtor(s) (Last Name First) and address(es) GRACE, Ronald L. 4126 Townsend Avenue Baltimore, MD 21225	2. Secured Party(ies) and address(es) Florida Marina & Boat Sales, Inc. 2904 Mountain Road Pasadena, MD 21122	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #628800 CTTT R03 TOP#20 4/02/90 5. Assignee(s) of Secured Party and Address(es) H. FRANK SCHAFER Mercury Marine Finance P.O. Box #9212 Des Moines, IA 50306
4. This financing statement covers the following types (or items) of property: 1989 Mercury Outboard Engine, 8HP, #0C196053		

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 Circuit Court, Anne Arundel County, Maryland
P.O. Box 71, Annapolis, MD 21404

BY Ronald Grace
Signature(s) of Debtor(s)

BY H. Frank Schaffer Secretary
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) Filing Officer Copy - Alphabetical

11.50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Susan Ashe, Court Reporter 111 Inglewood Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) U S WEST Financial Services, Inc. P O Box 12746 Overland Park, KS 66212	For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. 266027 Bk 508, Pg 94
Filed with Anne Arundel Co. MD Date Filed 2-9-87 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. DEBTOR AND EQUIPMENT LOCATION CHANGE: 3709 Haley Ct., Wilmington, DE 19808
SECURED PARTY LOCATION CHANGE: 4435 Main St. #550, Kansas City, MO 64111

No. of additional Sheets presented: _____

Susan Ashe, Court Reporter _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable).

U S WEST Financial Services, Inc. _____
By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Susan Ashe, Court Reporter
111 Inglewood Drive
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
U S WEST Financial Services, Inc.
11600 College Blvd. #200
Overland Park, KS 66212

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE CK .50
#266027 DTG 403 109:0
04/02/87
H. EARLE SCHAFER
COURT

4. This statement refers to original Financing Statement bearing File No. 266027 BK 508, pg 94
Filed with Anne Arundel Co. MD Date Filed 2-9-87 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. Chase Manhattan Service Corporation
c/o Chase Manhattan Leasing Company
101 West Coates
Moberly, MO 65270

No. of additional Sheets presented:

U S WEST Financial Services, Inc.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

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

STANDARD FORM - FORM UCC-3

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. 279573 recorded in
Liber 550, Folio 92 on January 2, 1990 (Date).

1. DEBTOR(S):

Name(s) RIVERBAY ASSOCIATES
Address(es) 920 Bestgate Road, Annapolis, Maryland 21401

2. SECURED PARTY:

Name Second National Federal Savings Bank
Address P.O. Box 2558, Salisbury, Maryland 21801-2558

Person and Address to whom Statement is to be returned if different from above.
Susan H. Hickes, Esq., Blumenthal, Wayson, Downs & Offutt, 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. The debt secured by the Financing Statement has been increased to \$1,600,000.00 pursuant to the terms and provisions of a Second Consolidated, Modified and Restated Deed of Trust Promissory Note and Deeds of Trust Second Extension Consolidation and Modification Agreement of even date herewith.

9. SIGNATURES.

RIVERBAY ASSOCIATES

By: John A. Bruna, General Partner
By: Gerard C. Coffman, General Partner

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.

SECURED PARTY

Second National Federal Savings Bank
By: Marion J. Minker, Jr.
Executive Vice President
(Type, Name and Title)

RECORD FEE .00
POSTAGE .50
#728790 C237 R02 T14:12

04/02/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DATE: February 27, 1990

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

10.50

10.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280456

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

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

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

This financing statement Dated March 30, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Woodbridge Construction Corporation
Address 2444 Solomons Island Road, Annapolis, MD 21401

2. SECURED PARTY

Name Farmers First Bank
Address 9 East Main Street, Lititz, PA 17543
Attn: Richard M. Cloney, Executive Vice President
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

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

RECORD FEE 1.00

POSTAGE .50

WT29340 0750 012 115417

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)

See Exhibit "B" attached hereto and made a part hereof.

04/02/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

WOODBIDGE CONSTRUCTION CORPORATION

By: A John Bruscia
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FARMERS FIRST BANK

By: Richard M. Cloney EVP
(Signature of Secured Party)

Richard M. Cloney
Type or Print Above Name on Above Line

133/8

EXHIBIT "A"

UCC-1 Financing Statement

Debtor: Woodbridge Construction Corporation

Secured Party: Farmers First Bank

100 554 122

All personal property owned by Debtor, or in which Debtor has an interest, including, but not limited to, all equipment, machinery, furniture and fixtures (together with all related attachments, accessories, equipment, tools and parts), any balances in any deposit accounts with Secured Party or its agents, all goods, inventory, instruments, monies, securities, documents, chattel paper, leases, accounts, contract rights, and general intangibles, whether now owned or hereafter acquired, wherever located, and all proceeds (including insurance proceeds) and products thereof.

EXHIBIT "A" *Contract*

554 123

UCC-1 Financing Statement

Debtor: Woodbridge Construction Corporation

Secured Party: Farmers First Bank

All of Debtor's right, title and interest in, and to exercise Debtor's rights and remedies under any and all licenses, permits, contracts and agreements with or from all boards, public utilities, agencies, departments, governmental or otherwise, whether heretofore or hereafter issued or executed, together with all amendments, modifications or addenda to any of them; and all of Debtor's right, title and interest in, and to exercise its rights and remedies under the Engineer's Agreement between Debtor and Landtech, Inc dated _____, 1988, together with all amendments, modifications or addenda to any of them; and all of Debtor's right, title and interest in, and to exercise its rights and remedies under the Construction Agreement between Debtor and Consentino Contractors, Inc dated various dates, 19____, together with all amendments, modifications or addenda to any of them.

UCC-1 Financing Statement
Debtor: Woodbridge Construction Corporation
Secured Party: Farmers First Bank

All right, title and interest of Debtor in and to the following property rights and interests, which Debtor hereby assigns to Secured Party until the Aggregate Debt is paid (the Real Property, together with the following property rights and interest, being hereinafter collectively called the "Mortgaged Property"):

(a) all buildings and other improvements now or hereafter located on the Real Property (the "Improvements");

(b) all streets, lanes, alleys, passages, ways, water courses, easements, rights, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging or in anyway made appurtenant hereafter, and the reversions and remainder, with respect thereto;

(c) all machinery, apparatus, equipment, furniture, furnishings, fixtures, inventory, goods, appliances and other property of every kind and nature whatsoever (except property leased by Debtor from others), together with replacements thereof and accessories, parts or accessions thereto, owned by Debtor or in which Debtor has or shall have an interest, now or hereafter located on the Mortgaged Property, and any and all proceeds of any of the foregoing (the "Equipment");

(d) all building materials, building machinery and building equipment delivered on site to the Real Property during the course of, or in connection with, the construction of, or reconstruction of, or remodeling of any building and improvements from time to time during the term of this Mortgage;

(e) all awards or payments, including interest thereon, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of such right), or for any other injury to or decrease in the value of the Mortgaged Property, including, without limitation, all awards or payments of estimated compensation, all damages to the Real Property or Improvements resulting from any taking, all machinery and equipment dislocation expenses, all settlement amounts and apportionment of taxes;

(f) all insurance policies covering the Mortgaged Property and all proceeds thereof, and any unearned premiums on any such insurance policies including, without limitation, the right to receive and apply the proceeds of any insurance,

judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(g) all leases and other agreements affecting the use and occupancy of the Mortgaged Property now or hereafter entered into, all licenses, permits and agreements with or from all boards, public utilities, agencies, departments, governmental or otherwise, relating to or affecting the Mortgaged Property or the use and occupancy thereof, whether heretofore or hereafter issued or executed and all rights of Debtor to payment under any such agreement which is at the time not yet earned by performance, together with the subdivision plans and the Plans and Specifications for the Project (as those terms are defined in the Loan Agreement) (all such leases, licenses, permits, agreements, plans and specifications and such rights thereunder are hereinafter referred to individually as a "Contract Right" or "Lease" and collectively as the "Contract Rights and Leases");

(h) all rents, receipts, issues, profits and other income of any and all kinds (including deposits) received or receivable and due or to become due from the sale or lease of any property, goods or materials or from the lease, license or other use of all or a portion of the Mortgaged Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account" and collectively as the "Accounts");

(i) any securities or guarantees held by Debtor with respect to any of the Accounts or Contract Rights and Leases, and any notes, drafts, acceptances, chattel paper, documents or other instruments evidencing the same; and

(j) the right, in the name and on behalf of itself or Secured Party, to appear in or defend any action or proceeding brought with respect to the Mortgaged Property (including, without limitation, any condemnation or arbitration proceedings) and to commence any action or proceedings to protect the interest of Secured Party in the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property unto Secured Party, its successors and assigns forever.

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, Debtor or constructed, assembled or placed by Debtor on the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, pledge, conveyance, assignment or other act by Debtor, shall

become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein.

EXHIBIT A

ANAREX, INC.

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

603 RITCHIE HIGHWAY SUITE 119
SEVERNA PARK, MARYLAND 21140-2000

554 PAGE 127

August 24, 1988

DESCRIPTION OF SECTION 15
FOUR SEASONS ESTATES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
044 0334
044 0370

Beginning for the same at a point along the North side of
Vaughn Chapel Road, said point of beginning marking the West most
corner of "Plat Two of Two, Section 15, FOUR SEASONS ESTATES,"
prepared by Anarex, Inc. and intended to be recorded among the
Land Records of Anne Arundel County, Maryland; thence leaving said
point of beginning as fixed and running with a part of the boundary
of said plat,

- 1) North 18 degrees 10 minutes 16 seconds East 652.47 feet,
- 2) South 71 degrees 49 minutes 44 seconds East 100.00 feet,
- 3) North 18 degrees 10 minutes 16 seconds East 20.00 feet,
- 4) South 71 degrees 49 minutes 44 seconds East 40.00 feet,
- 5) North 18 degrees 10 minutes 16 seconds East 144.00 feet,
- 6) South 71 degrees 49 minutes 44 seconds East 25.65 feet,
- 7) South 16 degrees 08 minutes 21 seconds West 193.55 feet,
- 8) South 73 degrees 51 minutes 39 seconds East 100.00 feet,
- 9) North 16 degrees 08 minutes 21 seconds East 12.63 feet,
- 10) South 73 degrees 51 minutes 39 seconds East 40.00 feet,
- 11) South 16 degrees 08 minutes 21 seconds West 20.00 feet,
- 12) South 73 degrees 51 minutes 39 seconds East 200.00 feet,
- 13) North 16 degrees 08 minutes 21 seconds East 11.00 feet,
- 14) South 73 degrees 51 minutes 39 seconds East 60.00 feet,
- 15) South 28 degrees 51 minutes 39 seconds East 42.43 feet,
- 16) South 73 degrees 51 minutes 39 seconds East 150.65 feet,

Note: Exhibit A consists of 27 pages.

- 17) North 58 degrees 11 minutes 50 seconds East 33.49 feet,
- 18) South 10 degrees 15 minutes 20 seconds West 233.16 feet to a point marking the North most corner of "Plat One of Two, Section 15, FOUR SEASONS ESTATES," prepared by Anarex, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat One of Two,
- 19) South 79 degrees 44 minutes 40 seconds East 1,376.82 feet,
- 20) South 25 degrees 47 minutes 31 seconds East 203.35 feet,
- 21) South 67 degrees 56 minutes 20 seconds West 511.74 feet,
- 22) North 74 degrees 02 minutes 17 seconds West 621.68 feet,
- 23) South 08 degrees 52 minutes 07 seconds East 121.81 feet,
- 24) North 72 degrees 37 minutes 17 seconds West 474.66 feet,
- 25) South 27 degrees 26 minutes 33 seconds West 4.06 feet,
- 26) North 59 degrees 51 minutes 37 seconds West 25.11 feet,
- 27) North 63 degrees 15 minutes 17 seconds West 29.13 feet, and
- 28) North 67 degrees 56 minutes 44 seconds West 48.10 feet, to a point marking the South most corner of the aforementioned "Plat Two of Two," thence running with and binding along a part of the boundary of said Plat Two of Two and along the North side of the aforesaid Waugh Chapel Road as shown on said Plat Two of Two,
- 29) North 70 degrees 14 minutes 45 seconds West 34.32 feet,
- 30) North 72 degrees 58 minutes 56 seconds West 54.59 feet,
- 31) North 70 degrees 10 minutes 18 seconds West 20.19 feet,
- 32) Northwestery 153.99 feet along the arc of a curve deflecting to the left having a radius of 858.51 feet and a chord of North 67 degrees 25 minutes 46 seconds West 153.79 feet, and
- 33) North 72 degrees 34 minutes 06 seconds West 516.71 feet to the point of beginning.

DESCRIPTION OF SECTION 15
FOUR SEASONS ESTATE 3
August 24, 1988

554 PAGE 129

Containing in all 25.20 acres of land, more or less and
intended to be all of Four Seasons Estates, Section 15.

Being a part of that property conveyed from James B. Mahon
et al to Washington Homes, Inc., by Deed dated November 24, 1971
and recorded among the Land Records of Anne Arundel County,
Maryland in Liber 2460, Folio 526.

Saving and excepting parcel 3 as described in The Inquisition
recorded among the Land Records of Anne Arundel County, Maryland
in Liber 1983, Folio 66.

The above description was prepared from information shown
on plat entitled "FOUR SEASONS ESTATES, Section 15," prepared
by Toups and Lolderman dated February 1978.

ANAREX, INC.
DEVELOPMENT SERVICES
ENGINEERS · SURVEYORS
EXPEDITORS · PLANNERS

603 RITCHIE HIGHWAY SUITE 110
SEVERNA PARK, MARYLAND 21140-2000

554 BE 130

August 30, 1988

DESCRIPTION OF SECTION 16
FOUR SEASONS ESTATES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0278

Beginning for the same at a point marking the West most corner of "Plat One of Two, Section 16, FOUR SEASONS ESTATES," prepared by Anarex, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence leaving said point of beginning so fixed and running with a part of the boundary of said plat,

- 1) North 18 degrees 10 minutes 16 seconds East 707.90 feet, and
- 2) North 37 degrees 04 minutes 44 seconds East 63.39 feet to a point marking the West most corner of "Plat Two of Two, Section 16, FOUR SEASONS ESTATES," prepared by Anarex, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat Two of Two,
- 3) South 65 degrees 05 minutes 21 seconds East 13.53 feet to a point of curvature,
- 4) Southeasterly 95.21 feet along the arc of a curve deflecting to the left having a radius of 621.90 feet and a chord of South 69 degrees 28 minutes 30 seconds East 95.12 feet to a point of tangency;
- 5) South 73 degrees 51 minutes 39 seconds East 5.90 feet; thence running with and binding along the South boundary of the 5.587 acre open space as shown on the aforesaid Plat Two of Two,
- 6) North 48 degrees 44 minutes 54 seconds East ^{54.97}464.57 feet, ✓
6a) North 56 degrees 05 minutes 44 seconds East 404.57 feet.
- 7) North 75 degrees 17 minutes 54 seconds East 274.09 feet, and
- 8) North 64 degrees 49 minutes 02 seconds East 90.15 feet; thence running with and binding along a part of the boundary of the aforesaid Plat Two of Two,
- 9) South 25 degrees 47 minutes 31 seconds West 940.63 feet,

FOUR SEASONS EST '8
August 30, 1908

BOOK 554 PAGE 131

- 10) South 64 degrees 12 minutes 29 seconds West 119.33 feet,
- 11) North 79 degrees 44 minutes 40 seconds West 637.04 feet,
- 12) South 10 degrees 15 minutes 20 seconds West 15.49 feet, to a point marking the East most corner of the aforementioned Plat One of Two; thence running with and binding along a part of the boundary of said Plat One,
- 13) South 10 degrees 15 minutes 20 seconds West 565.01 feet,
- 14) South 58 degrees 11 minutes 50 seconds West 33.49 feet,
- 15) North 73 degrees 51 minutes 39 seconds West 150.65 feet,
- 16) North 28 degrees 51 minutes 39 seconds West 42.43 feet,
- 17) North 73 degrees 51 minutes 39 seconds West 60.00 feet,
- 18) South 16 degrees 08 minutes 21 seconds West 11.00 feet,
- 19) North 73 degrees 51 minutes 39 seconds West 200.00 feet,
- 20) North 16 degrees 08 minutes 21 seconds East 20.00 feet,
- 21) North 73 degrees 51 minutes 39 seconds West 40.00 feet,
- 22) South 16 degrees 08 minutes 21 seconds West 12.63 feet,
- 23) North 73 degrees 51 minutes 39 seconds West 100.00 feet,
- 24) North 16 degrees 08 minutes 21 seconds East 193.55 feet,
- 25) North 71 degrees 49 minutes 44 seconds West 25.65 feet,
- 26) South 18 degrees 10 minutes 16 seconds West 144.00 feet,
- 27) North 71 degrees 49 minutes 44 seconds West 40.00 feet,
- 28) South 18 degrees 10 minutes 16 seconds West 20.00 feet, and
- 29) North 71 degrees 49 minutes 44 seconds West 100.00 feet to the point of beginning.

Containing in all 25.326 acres of land, more or less, and intended to be all of FOUR SEASONS ESTATES, Section 16.

Being a part of that land conveyed from James B. Mahon et al to Washington Homes, Inc. by Deed dated November 24, 1971 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2460, Folio 526.

Saving and excepting parcel 4 as and described in the Indenture recorded among the Land Records of Anne Arundel County, Maryland in Liber 1983, Folio 66.

The above description was prepared from information shown on plat entitled "FOUR SEASONS ESTATES, Section 16," prepared by Toups and Lolderman dated February 1978.

PARCEL 2

Beginning for the same at a point marking the East most corner of "FOUR SEASONS ESTATES, Section 16, Plat Two of Two," prepared by Toups and Lolderman, February 1978; said point of beginning also marks the North end of the South 25 degrees 47 minutes 31 seconds East 152.82 foot line of the 1.10345 acre parcel to be conveyed to Anne Arundel County as shown on an Identification plat of parcels to be traded by Washington Homes, Inc. and the Board of Education prepared by Toups and Lolderman and dated September 1976; thence leaving said point of beginning so fixed and running with and binding along the boundary of the 1.10345 acre parcel as shown on the last herein mentioned plat.

- 1) South 25 degrees 47 minutes 31 seconds East 152.82 feet,
- 2) North 79 degrees 44 minutes 40 seconds West 823.45 feet,
- 3) North 10 degrees 15 minutes 20 seconds East 53.34 feet,
- 4) South 79 degrees 44 minutes 40 seconds East 637.04 feet, and
- 5) North 64 degrees 12 minutes 29 seconds East 119.33 feet to the point of beginning.

Containing in all 1.10345 acres of land, more or less.

The above description was prepared from information shown on a plat entitled "Identification Plat, of parcels to be traded by Washington Homes, Inc. and Board of Education" and dated September 1976.

SAVING AND EXCEPTING from Sections 15 and 16 all those parcels of land referred to in a Deed from Woodbridge Construction Corporation unto the Board of Education for Anne Arundel County dated 2 August 1989 and recorded at Liber 4865 Folio 691.

In addition to the description of land included herein we also include the following description of all that land referred to in a Deed dated March 1, 1989 and recorded among the Land Records of Anne Arundel County Liber 4840 Folio 0397 granted and conveyed to Woodbridge Construction Corporation by the Board of Education of Anne Arundel County. Said description of property and the entire deed being attached hereto and made a part of this description.

NO TITLE EXAMINATION

BOOK 4840 PAGE 0397

DEED

THIS DEED made this 1st day of March 1989, by and between THE BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY, a body corporate of the State of Maryland, party of the first part, ANNE ARUNDEL COUNTY, MARYLAND, a body politic and corporate of the State of Maryland, party of the second part, GRANTORS, and HOODBRIDGE CONSTRUCTION CORPORATION, a Maryland corporation, GRANTEE, party of the third part.

REGISTRATION FEE 11.00
STAMP FEE .50

WHEREAS, Hoodbridge Construction Corporation is the current owner of a parcel of ground in the Fourth District of Anne Arundel County, Maryland, referred to as the BERTLING TRACT which tract is being developed by Hoodbridge Construction Corporation under the subdivision name of "FOUR SEASONS ESTATES"; and

Handwritten initials

STAMP FEE .50

WHEREAS, The Board of Education of Anne Arundel County, Maryland is the owner of the Haugh Chapel Elementary School and the property upon which the said improvement is located, being property adjacent to the property of Hoodbridge Construction Corporation in the Fourth District of Anne Arundel County, Maryland; and

WHEREAS, on the 11th day of January, 1978, an Agreement ("Agreement") was entered into by and between Washington Homes, Inc., ("Washington") a body corporate of the State of Maryland, and The Board of Education of Anne Arundel County, Maryland, a body politic of the State of Maryland (Exhibit A) transferring certain property for the benefit of both parties; and

REGISTRATION FEE 11.00
STAMP FEE .50

WHEREAS, that on August 31, 1988, Washington sold the hereinafter described property to Hoodbridge Construction Corporation; and

REGISTERED CASE NO. 11888

M.D. CIRCUIT COURT

WHEREAS, subsequent to the settlement in which Hoodbridge Construction Corporation purchased from Washington all right, title and interest in the property known as Sections 15 and 16 of property known as Four Seasons Estates in Odenton, Maryland, Washington specifically assigned all of its rights in the Agreement dated January 11, 1978, by and between Washington and The Anne Arundel County Board of Education; and

Handwritten initials

WHEREAS, it is to the mutual benefit of Hoodbridge Construction Corporation and The Board of Education of Anne Arundel County, Maryland to exchange certain parcels of ground and adhere to the terms of the Agreement, and Hoodbridge Construction Corporation will be receiving two (2) parcels of ground, hereinafter referred to as Parcel 3 and Parcel 4; and

WHEREAS, by virtue of Section 4-114(c)(1) of the Education Article of the Annotated Code of Maryland, the party of the first part, and the party of the second part, are authorized to dispose of any land by the County School Board no longer needed for school purposes; and

WHEREAS, Anne Arundel County, Maryland, joins herein for the purpose of transferring to Hoodbridge Construction Corporation, any interest it has or may acquire in and to the hereinafter described property, by virtue of the aforesaid disposition of said property by The Board of Education of Anne Arundel County.

WITNESSETH, that in consideration of transfer of property of equal value by the said party of the third part to the said party of the first part, the receipt of which is hereby acknowledged by the said party of the first part, the said

State Department of Assessments & Taxation for Anne Arundel County

ACCT. FROM 11/18/85
ALL LIENS ARE PAID
OF 11/18/85
CONTROLLER



parties of the first and second parts do hereby grant and convey unto Hoodbridge Construction Corporation, a Maryland corporation, its successors and assigns, in fee simple, all that lot of ground situate in the Fourth Assessment District, Anne Arundel County, State of Maryland, aforesaid, shown thusly on the plat attached hereto (Exhibit D) and described as follows:

PARCEL 3

BEGINNING for the same at a point at the end of the first line of Parcel 1 described in an Inquisition made and taken at Bar in the Circuit Court of Anne Arundel County, in the matter of the Petition of Virginia I. Morris, et al., constituting the Board of Education of Anne Arundel County, a Public Body Corporate vs. Mary Catherine Bertling Rieve, et al., and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1983 at Folio 63, and running thence reversely with part of said first line and with the entire outline of Parcel Three of the above mentioned Inquisition as now surveyed.

1. South 79 degrees 44' 40" East, 40.71 feet to a point; thence leaving said Parcel 1 and continuing with the outline of Parcel 3
2. South 20 degrees 52' 17" West, 428.01 feet to the North side of Haugh Chapel Road; thence with the North side of Haugh Chapel Road
3. North 63 degrees 07' 57" West, 40.22 feet to a point; thence leaving said Haugh Chapel Road and continuing with the outline of Parcel 3
4. North 20 degrees 52' 17" East, 416.31 feet to the place of beginning, containing 16,889.08 square feet or 0.38772 acres of land.

Subject to any and all easements, rights-of-way and/or covenants of record.

BEING the same parcel of land identified as Parcel Three in the aforementioned Inquisition in the matter of the petition of Virginia I. Morris, et al., constituting the Board of Education of Anne Arundel County vs. Mary Catherine Bertling Rieve, et al., filed June 20, 1966 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1983 at folio 63.

PARCEL 4

BEGINNING for the same at a point at the end of the second line of Parcel 1 described in an Inquisition made and taken at Bar in the Circuit Court of Anne Arundel County, in the matter of the Petition of Virginia I. Morris, et al., constituting the Board of Education of Anne Arundel County, a Public Body Corporate vs. Mary Catherine Bertling Rieve, et al., and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1983 at Folio 63, thence running with and binding along the entire outline of Parcel Four of the above mentioned Inquisition as now surveyed.

1. North 79 degrees 44' 40" West, 65.47 feet to a point; thence
2. 298.99 feet along the arc of a curve to the right, having a radius of 280.00 feet and a chord bearing and distance of North 41 degrees 09' 06" West, 284.99 feet to a point; thence
3. 256.74 feet along the arc of a curve to the left, having a radius of 320.00 feet and a chord bearing and distance of North 41 degrees 32' 44" West, 249.91 feet to a point; thence
4. North 64 degrees 31' 59" West, 143.19 feet to intersect the east end of Greyswood Road, fifty (50) feet wide; as shown on a plat of Maple Ridge, Section 3, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32 at Page 69, said point being on the outline of said Maple Ridge distant South 37 degrees 04' 44" West, 5.10 feet from the North side of Greyswood Road as aforesaid, thence with said outline
5. South 37 degrees 04' 44" West, 40.84 feet to a point; thence leaving said outline of Maple Ridge and continuing with the outline of the said Parcel Four
6. South 64 degrees 31' 59" East, 151.40 feet to a point; thence
7. 224.65 feet along the arc of a curve to the right having a radius of 280.00 feet and a chord bearing and distance of South 41 degrees 32' 44" East, 218.67 feet to a point; thence
8. 341.70 feet along the arc of a curve to the left having a radius of 320.00 feet and a chord bearing and distance of South 49 degrees 09' 06" East, 325.70 feet to a point; thence

- 9. South 79 degrees 44' 40" East, 65.47 feet to a point; thence
- 10. North 10 degrees 15' 20" East, 40.00 feet to a place of beginning, containing 30,952.64 square feet or 0.71058 acres of land more or less. Subject to any and all easements, rights-of-way and/or covenants of record.

BEING the same parcel of land identified as Parcel Four in the aforementioned Inquisition in the matter of the petition of Virginia I. Morris, et al., constituting the Board of Education of Anne Arundel County vs. Mary Catherine Bertling Rieve, et al. filed June 20, 1966 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1983, folio 63.

This Deed consists of two (2) parcels only, referred to as Parcel 3 and Parcel 4.

Grantee joins herein for purposes of acknowledging his obligations pursuant to Exhibit A and further acknowledges that the Grantee, namely Woodbridge Construction Corporation and Woodbridge Construction Corporation only, shall be obligated for the improvements as described in paragraph 3 of said Agreement and to enter into the appropriate Public Works Agreement as shown in paragraph 4 of the Agreement. It is also understood that the requirements of the Agreement, if not addressed in the Public Works Agreement, shall be fulfilled by Grantee so long as they are not inconsistent with the Anne Arundel County Department of Public Works Rules and Regulations and the terms which they impose through the Public Works Agreement.

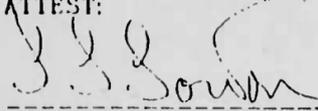
TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises above described and mentioned and hereby intended to be conveyed; together with the right, privileges, appurtenances and advantages belonging to, appertaining to and to the proper use and benefit of the said Woodbridge Construction Corporation, its successors and assigns, in fee simple.

AND the said parties of the first ~~parties~~ hereby covenant that they have done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the same as may be requisite.

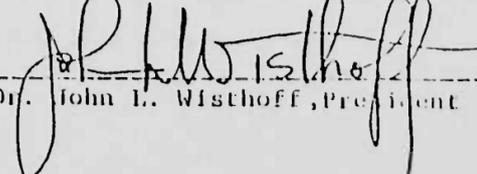
WITNESS the corporate names of the said Grantors, and their respective corporate seals affixed hereunto and attested thereto.

ATTEST:



 Dr. Larry L. Lorton,
 Anne Arundel County
 Superintendent of Schools

THE BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY

By: 

 Dr. John L. Wisthoff, President

APPROVED AS TO LEGAL FORM AND SUFFICIENCY



 Attorney for the Board of
 Education of Anne Arundel
 County

ATTEST:

BOOK 554 PAGE 137

ANNE ARUNDEL COUNTY, MARYLAND

BOOK 48 PAGE 10

18180

Barbara Q Snider

By: Adrian T. Lee
Jr. O. James Lighthizer, County Executive

APPROVED AND ACCEPTED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
County Solicitor
Date: 3/16/89

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of March, 1989, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared John St. Wallop, who made oath in due form of law that he is the President of the Board of Education of Anne Arundel County, a body corporate, party of the first part, and that, as President of said Board, being authorized to do so, acknowledged the foregoing Deed to be his act as President of said Board and the act of said body corporate.

WITNESS my hand and Notarial Seal.

Doris A. Barton

Notary Public

My commission expires: 7-1-90

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 16th day of March, 1989, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. James Lighthizer, who made oath in due form of law that he is the County Executive of Anne Arundel County, a body politic and corporate, party of the second part, and that, as County Executive, being authorized to do so, acknowledged the foregoing Deed to be his act as County Executive and the act of said body politic and corporate.

WITNESS my hand and Notarial Seal.

Patricia R. Rodowsky

Notary Public

My commission expires: 7-1-90

APPROVED AND ACCEPTED THIS 21 DAY OF April, 1989.

ATTEST:

[Signature]

HOODBRIDGE CONSTRUCTION CORPORATION

By: A. John Briscuso
A. John Briscuso, President

EXHIBIT B (Cont.)
THE PROVINCES PROJECTTRACT NO. 1DESCRIPTION OF SECTION EIGHT
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a point along the South right of way line of existing Severn Ridge Road; said point of beginning marking the North most corner of "Section Eight, Plat 20, The Provinces," prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence leaving said point of beginning so fixed and running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 20,

- 1) South 64 degrees 37 minutes 23 seconds East 410.40 feet,
- 2) South 61 degrees 30 minutes 23 seconds East 469.47 feet, and
- 3) South 60 degrees 29 minutes 00 seconds East 292.85 feet; thence running with and binding along a portion of the boundary of said Plat 20,
- 4) South 29 degrees 45 minutes 00 seconds West 445.85 feet, and
- 5) South 48 degrees 45 minutes 05 seconds West 76.10 feet to a point designated as control point number 5 on "Section Eight, Plat 22, The Provinces," as prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 22,
- 6) Southeasterly 69.78 feet along the arc of a curve deflecting to the right having a radius of 1,542.44 feet and a chord of South 39 degrees 57 minutes 01 second East 69.77 feet,
- 7) South 84 degrees 46 minutes 35 seconds East 36.04 feet,
- 8) Northeasterly 70.08 feet along the arc of a curve deflecting to the left having a radius of 775 feet and a chord of North 46 degrees 30 minutes 47 seconds East 70.06 feet,
- 9) South 15 degrees 54 minutes 19 seconds East 57.25 feet,

- 10) Southwesterly 50.22 feet along the arc of a curve deflecting to the right having a radius of 825 feet and a chord of South 47 degrees 39 minutes 58 seconds West 50.22 feet,
- 11) South 05 degrees 34 minutes 08 seconds West 34.63 feet,
- 12) South 38 degrees 16 minutes 20 seconds East 31.54 feet to a point of curvature,
- 13) Southeasterly 142.62 feet along the arc of a curve deflecting to the left having a radius of 385.58 feet and a chord of South 48 degrees 52 minutes 10 seconds East 141.82 feet to a point of tangency,
- 14) South 59 degrees 28 minutes 00 seconds East 26.71 feet,
- 15) North 76 degrees 26 minutes 02 seconds East 34.80 feet,
- 16) North 32 degrees 19 minutes 58 seconds East 63.81 feet,
- 17) South 70 degrees 48 minutes 26 seconds East 61.61 feet,
- 18) South 32 degrees 19 minutes 58 seconds West 75.00 feet,
- 19) South 12 degrees 34 minutes 05 seconds East 35.29 feet,
- 20) South 32 degrees 09 minutes 20 seconds West 60.00 feet,
- 21) South 77 degrees 26 minutes 05 seconds West 35.42 feet, and
- 22) South 32 degrees 19 minutes 58 seconds West 80.72 feet to a point designated as control point number 11 on "Section Eight, Plat 23, The Provinces," as prepared by Kidde Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 23,
- 23) South 57 degrees 40 minutes 02 seconds East 90.00 feet,
- 24) South 32 degrees 19 minutes 58 seconds West 250.90 feet,
- 25) South 52 degrees 19 minutes 25 seconds West 101.40 feet,
- 26) South 20 degrees 39 minutes 47 seconds West 58.98 feet,
- 27) South 53 degrees 04 minutes 14 seconds West 224.94 feet,

- 28) South 29 degrees 49 minutes 20 seconds East 39.86 feet,
- 29) South 09 degrees 45 minutes 32 seconds West 267.93 feet,
- 30) South 47 degrees 36 minutes 09 seconds West 232.61 feet,
- 31) North 42 degrees 23 minutes 52 seconds West 304.40 feet,
- 32) North 47 degrees 36 minutes 08 seconds East 224.52 feet,
- 33) South 83 degrees 46 minutes 03 minutes West 321.45 feet, and
- 34) North 42 degrees 23 minutes 49 seconds West 227.00 feet to a point designated as control point number 69 on "Section Eight, Plat 21, The Provinces," as prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 21,
- 35) North 53 degrees 41 minutes 06 seconds West 225.96 feet,
- 36) North 72 degrees 16 minutes 49 seconds East 88.94 feet,
- 37) North 30 degrees 06 minutes 48 seconds East 109.69 feet,
- 38) North 11 degrees 25 minutes 00 seconds West 219.10 feet,
- 39) North 23 degrees 07 minutes 55 seconds West 123.42 feet,
- 40) North 20 degrees 28 minutes 04 seconds West 264.54 feet,
- 41) North 39 degrees 57 minutes 56 seconds West 237.32 feet,
- 42) North 55 degrees 43 minutes 28 seconds West 89.13 feet,
- 43) North 26 degrees 40 minutes 56 seconds East 218.64 feet,
- 44) North 67 degrees 48 minutes 18 seconds West 110.00 feet,
- 45) Northeasterly 20.00 feet along the arc of a curve deflecting to the left having a radius of 830.00 feet and a chord of North 21 degrees 30 minutes 17 seconds East 20.00 feet,
- 46) South 69 degrees 11 minutes 08 seconds East 110.00 feet,
- 47) North 16 degrees 19 minutes 39 seconds East 147.08 feet,

- 48) South 70 degrees 42 minutes 52 seconds East 186.81 feet,
- 49) South 65 degrees 17 minutes 28 seconds East 180.44 feet,
- 50) South 60 degrees 55 minutes 07 seconds East 180.44 feet,
- 51) South 56 degrees 32 minutes 45 seconds East 180.44 feet,
- 52) South 52 degrees 10 minutes 24 seconds East 239.44 feet to a point designated as control point 37 on the aforesaid Plat 20; thence running with and binding along a part of the boundary as shown on said Plat 20,
- 53) North 41 degrees 26 minutes 22 seconds East 102.02 feet,
- 54) North 53 degrees 25 minutes 19 seconds East 61.30 feet,
- 55) North 41 degrees 43 minutes 40 seconds East 107.45 feet,
- 56) North 38 degrees 11 minutes 38 seconds West 127.16 feet,
- 57) North 59 degrees 17 minutes 30 seconds West 257.76 feet,
- 58) North 65 degrees 45 minutes 21 seconds West 50.32 feet,
- 59) North 59 degrees 11 minutes 45 seconds West 143.97 feet,
- 60) North 62 degrees 49 minutes 47 seconds West 322.64 feet,
- 61) North 05 degrees 53 minutes 43 seconds East 125.69 feet, and
- 62) North 26 degrees 17 minutes 47 seconds East 161.51 feet to the point of beginning.

Containing in all 44.17 acres of land, more or less.

Being all that land shown and designated as "Section Eight, Plats 20 through 23, The Provinces," prepared by Kilde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

ANARIEX, INC.
DEVELOPMENT SERVICES
ENGINEERS - SURVEYORS
EXPEDITORS - PLANNERS

603 RITCHIE HIGHWAY SUITE 110
SIEVERNA PARK, MARYLAND 21140-2000

554 PAGE 142

August 31, 1988

DESCRIPTION OF 4.5423 ACRES OF LAND, MORE OR LESS
RECREATION AREA
SECTION EIGHT, PLAT 21
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0270

Swaps + Excepting therefrom

Beginning for the same at a point marking the South most corner of "Section Eight, Plat 21, THE PROVINCES," prepared by Kiddle Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland, thence leaving said point of beginning so fixed and running with and binding along the boundary of the 4.5423 acre Recreation Area as shown on said Plat 21,

- 1) North 53 degrees 41 minutes 06 seconds West 225.96 feet,
- 2) North 72 degrees 16 minutes 49 seconds East 88.94 feet,
- 3) North 30 degrees 06 minutes 48 seconds East 109.69 feet,
- 4) North 11 degrees 25 minutes 00 seconds West 219.10 feet,
- 5) North 23 degrees 07 minutes 55 seconds West 123.42 feet,
- 6) North 20 degrees 28 minutes 04 seconds West 264.54 feet,
- 7) North 39 degrees 57 minutes 56 seconds West 237.32 feet,
- 8) North 55 degrees 43 minutes 28 seconds West 89.13 feet,
- 9) North 26 degrees 40 minutes 56 seconds East 218.64 feet,
- 10) North 67 degrees 48 minutes 18 seconds West 110.00 feet,
- 11) Northeasterly 20.00 feet along the arc of a curve deflecting to the left having a radius of 830.00 feet and a chord of North 21 degrees 30 minutes 17 seconds East 20.00 feet,
- 12) South 69 degrees 11 minutes 08 seconds East 110.00 feet,
- 13) North 16 degrees 19 minutes 39 seconds East 147.08 feet,
- 14) South 70 degrees 42 minutes 52 seconds East 186.81 feet,

- 15) South 41 degrees 43 minutes 27 seconds West 145.40 feet,
- 16) South 12 degrees 44 minutes 46 seconds East 117.54 feet,
- 17) South 20 degrees 14 minutes 47 seconds East 219.78 feet,
- 18) South 12 degrees 49 minutes 01 second East 254.32 feet,
- 19) South 15 degrees 58 minutes 20 seconds East 155.21 feet,
- 20) South 51 degrees 43 minutes 10 seconds East 40.00 feet,
- 21) Southwesterly 109.50 feet along the arc of a curve deflecting to the left having a radius of 53.00 feet and a chord of South 20 degrees 54 minutes 19 seconds East 91.04 feet,
- 22) South 09 degrees 54 minutes 32 seconds West 107.59 feet,
- 23) South 36 degrees 51 minutes 27 seconds East 74.83 feet, and
- 24) South 14 degrees 22 minutes 13 seconds West 265.90 feet to the point of beginning.

Containing in all 4.5423 acres of land, more or less.

The above description was prepared from information shown on a plat entitled "Section Eight, Plat 21, THE PROVINCES," prepared by Kilde Consultants, Inc. and dated August 1986.

Being the same land described in Liber 3198, Folio 13.

DESCRIPTION OF SECTION NINE
 THE PROVINCES
 FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a point along the South right of way line of existing Severn Ridge Road, said point of beginning marking the North most corner of "Section Nine, Plat 24, The Provinces," prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, MD; thence leaving said point of beginning as fixed and running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 24,

- 1) South 60 degrees 29 minutes 00 seconds East 572.64 feet to a point marking the North most corner of "Section Nine, Plat 25, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 25,
- 2) South 60 degrees 29 minutes 00 seconds East 35.13 feet; thence leaving said road and running with and binding along the North boundary of said Plat 25,
- 3) South 60 degrees 29 minutes 00 seconds East 205.83 feet,
- 4) South 08 degrees 41 minutes 42 seconds West 181.63 feet,
- 5) South 75 degrees 40 minutes 27 seconds East 344.50 feet, and
- 6) South 31 degrees 56 minutes 04 seconds East 101.43 feet to a point along the West right of way line of existing Disney Road; thence running with and binding along the West right of way line of Disney Road as shown on said Plat 25,
- 7) South 20 degrees 16 minutes 47 seconds West 692.36 feet, and
- 8) South 63 degrees 46 minutes 47 seconds West 99.03 feet to a point marking the East most corner of "Section Nine, Plat 26, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North right of way line of Disney Road as shown on said Plat 26,

- 9) South 63 degrees 46 minutes 47 seconds West 220.51 feet, and
- 10) South 49 degrees 31 minutes 47 seconds West 257.18 feet to a point marking the East most corner of "Section Nine, Plat 27, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North right of way line of Disney Road as shown on said Plat 27,
- 11) South 49 degrees 31 minutes 47 seconds West 421.56 feet; thence running with and binding along a portion of the boundary of said Plat 27,
- 12) South 87 degrees 31 minutes 04 seconds West 763.13 feet,
- 13) North 47 degrees 08 minutes 38 seconds West 718.77 feet,
- 14) North 47 degrees 30 minutes 07 seconds West 70.21 feet
- 15) North 09 degrees 52 minutes 55 seconds East 274.99 feet,
- 16) South 53 degrees 41 minutes 06 seconds East 225.96 feet,
- 17) South 42 degrees 23 minutes 49 seconds East 227.00 feet,
- 18) North 83 degrees 46 minutes 03 seconds East 321.45 feet,
- 19) South 47 degrees 36 minutes 08 seconds West 224.52 feet,
- 20) South 42 degrees 23 minutes 52 seconds East 304.40 feet,
- 21) North 47 degrees 36 minutes 08 seconds East 232.61 feet,
- 22) North 09 degrees 45 minutes 32 seconds East 267.94 feet,
- 23) North 29 degrees 49 minutes 20 seconds West 39.86 feet,
- 24) North 53 degrees 04 minutes 14 seconds East 224.94 feet,
- 25) North 20 degrees 39 minutes 47 seconds East 58.98 feet, and
- 26) North 52 degrees 19 minutes 25 seconds East 101.40 feet to a point designated as control point number 35 on the afore-said Plat 26; thence running with and binding along a portion of the West boundary of said Plat 26,

- 27) North 32 degrees 19 minutes 58 seconds East 250.91 feet,
- 28) North 57 degrees 40 minutes 02 seconds West 90.00 feet,
- 29) North 32 degrees 19 minutes 58 seconds East 80.77 feet,
- 30) North 77 degrees 26 minutes 03 seconds East 35.42 feet, and
- 31) North 32 degrees 09 minutes 20 seconds East 60.00 feet to a point designated as Control Point Number 32 on the aforesaid Plat 24, thence running with and binding along a portion of the boundary of said Plat 24,
- 32) North 12 degrees 34 minutes 05 seconds West 35.29 feet,
- 33) North 32 degrees 19 minutes 50 seconds East 75.00 feet,
- 34) North 70 degrees 48 minutes 26 seconds West 61.61 feet,
- 35) South 32 degrees 19 minutes 50 seconds West 63.81 feet, and
- 36) South 76 degrees 26 minutes 02 seconds West 34.80 feet,
- 37) North 59 degrees 28 minutes 00 seconds West 26.71 feet to a point of curvature,
- 38) Northwesterly 142.62 feet along the arc of a curve deflecting to the right having a radius of 385.58 feet and a chord of North 48 degrees 52 minutes 10 seconds West 141.82 feet to a point of tangency,
- 39) North 38 degrees 16 minutes 20 seconds West 31.54 feet,
- 40) North 05 degrees 34 minutes 08 seconds East 34.63 feet,
- 41) Northeasterly 50.22 feet along the arc of a curve deflecting to the left having a radius of 825 feet and a chord of North 47 degrees 39 minutes 52 seconds East 50.21 feet,
- 42) North 15 degrees 54 minutes 19 seconds West 57.25 feet,
- 43) Southwesterly 70.08 feet along the arc of a curve deflecting to the right having a radius of 775 feet and a chord of South 46 degrees 30 minutes 47 seconds West 70.06 feet,

- 44) North 84 degrees 46 minutes 35 seconds West 36.04 feet,
- 45) Northwesterly 69.78 feet along the arc of a curve deflecting to the left having a radius of 1,542.44 feet and a chord of North 39 degrees 57 minutes 01 second West 69.77 feet,
- 46) North 48 degrees 45 minutes 05 seconds East 76.10 feet, and
- 47) North 29 degrees 45 minutes 00 seconds East 445.85 feet to the point of beginning.

Containing in all 44.425 acres of land, more or less.

Being all that land shown and designated as "Section Nine, Plat 24 through 27, The Provinces," prepared by Kidd Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

ANARIEK, INC.
DEVELOPMENT SERVICES
ENGINEERS - SURVEYORS
EXPEDITORS - PLANNERS

BOOK 554 PAGE 148

603 RITCHIE HIGHWAY SUITE 110
SEVERNA PARK, MARYLAND 21140-2000

August 31, 1988

DESCRIPTION OF 5.9376 ACRES OF LAND, MORE OR LESS
RECREATION AREA
SECTION NINE, PLAT 27
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
844 0234
844 0279

ADDITIONALLY, SAVING & EXCEPTING THE SECTION

Beginning for the same at a point marking the West most corner of "Section Nine, Plat 27, THE PROVINCES," prepared by Kilde Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence leaving said point of beginning so fixed and running with and binding along the boundary of the 5.9376 Recreation Area as shown on said Plat 27,

- 1) South 53 degrees 41 minutes 06 seconds East 225.96 feet,
- 2) South 42 degrees 23 minutes 49 seconds East 227.00 feet,
- 3) North 83 degrees 46 minutes 03 seconds East 321.45 feet,
- 4) South 47 degrees 36 minutes 08 seconds West 224.52 feet,
- 5) South 42 degrees 23 minutes 52 seconds East 304.40 feet,
- 6) South 42 degrees 23 minutes 52 seconds East 205.06 feet,
- 7) South 87 degrees 31 minutes 04 seconds West 301.20 feet,
- 8) North 47 degrees 08 minutes 38 seconds West 718.77 feet, and
- 9) North 09 degrees 52 minutes 55 seconds East 274.99 feet to the point of beginning.

Containing in all 5.9376 acres of land, more or less.

The above description was prepared from information shown on a plat entitled "Section Nine, Plat 27, THE PROVINCES," prepared by Kilde Consultants, Inc. and dated August 1986.

Being the same land described in Liber 3198, Folio 41

DESCRIPTION OF SECTION TEN
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a point along the East right of way of Citadel Drive, said point marking the North most corner of Section Ten, The Provinces," as prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North boundary of said plat,

- 1) South 79 degrees 42 minutes 02 seconds East 69.74 feet,
- 2) South 27 degrees 10 minutes 15 seconds East 203.28 feet, and
- 3) North 78 degrees 59 minutes 02 seconds East 124.79 feet; thence running with and binding along the West right of way of Montreal Road as shown on said plat,
- 4) South 11 degrees 00 minutes 58 seconds East 372.41 feet to a point of curvature, and
- 5) Southeasterly 120.93 feet along the arc of a curve deflecting to the left having a radius of 410.00 feet and a chord of South 19 degrees 27 minutes 54 seconds East 120.49 feet; thence running with and binding along the South boundary of the aforesaid plat,
- 6) South 62 degrees 05 minutes 06 seconds West 103.91 feet,
- 7) South 28 degrees 28 minutes 16 seconds East 12.89 feet,
- 8) South 45 degrees 36 minutes 09 seconds West 148.80 feet,
- 9) South 89 degrees 18 minutes 06 seconds West 208.34 feet; thence running with and binding along the East right of way of said Citadel Drive as shown on the aforementioned plat,
- 10) North 00 degrees 41 minutes 54 seconds West 659.34 feet to a point of curvature, and

- 11) Northerly 156.73 feet along the arc of a curve deflecting to the right having a radius of 816.50 feet and a chord of North 04 degrees 49 minutes 13 seconds East 156.49 feet to the point of beginning.

Containing in all 5.275 acres of land, more or less.

Being all that land shown and designated as "Section Ten, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

SAVING AND EXCEPTING herefrom those two lots which by Deed recorded among the Land Records of Anne Arundel County at Liber 5044 Folio 838 and Liber 5005 Folio 540 were granted and conveyed to Ryland Group Inc. Said lots being numbered nine (9) and twenty (20) as shown on Plat of Section 10 The Provinces recorded at Plat Book 11 Folio 31.

DESCRIPTION OF SECTION ELEVEN
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a point marking the North most corner of Section Eleven, The Provinces as shown on a plat dated August 1986 prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land REcords of Anne Arundel County; thence leaving said point of beginning so fixed and running with and binding along the boundary of the aforesaid Section Eleven as shown on said plat,

- 1) South 46 degrees 20 minutes 33 seconds East 117.99 feet,
- 2) South 65 degrees 50 minutes 49 seconds East 167.15 feet,
- 3) North 88 degrees 34 minutes 17 seconds East 288.12 feet,
- 4) South 24 degrees 38 minutes 37 seconds East 45.00 feet,
- 5) South 65 degrees 21 minutes 23 seconds West 246.77 feet,
- 6) South 00 degrees 11 minutes 52 seconds West 277.73 feet,
- 7) South 58 degrees 05 minutes 08 seconds West 267.81 feet,
- 8) South 59 degrees 07 minutes 30 seconds West 391.69 feet,
- 9) North 30 degrees 52 minutes 30 seconds West 70.16 feet, and
- 10) North 62 degrees 58 minutes 08 seconds West 103.36 feet, thence running with and binding along the East side of Citadel Drive, 60 feet wide, as shown on the aforementioned plat,
- 11) Northeasterly 179.63 feet along the arc of a curve deflecting to the left having a radius of 345 feet and a chord of North 12 degrees 06 minutes 54 seconds East 177.60 feet to a point of tangency,
- 12) North 02 degrees 48 minutes 04 seconds West 197.92 feet to a point of curvature,

- 13) Northeasterly 301.88 feet along the arc of a curve deflecting to the right having a radius of 310 feet of a chord of North 25 degrees 05 minutes 46 seconds East 290.09 feet to a point of tangency, and
- 14) North 52 degrees 59 minutes 36 seconds East 275.00 feet to the point of beginning.

Containing in all 10.06 acres of land, more or less.

Being all that land shown and designated as "Section Eleven, Plat 28, The Provinces," prepared by Kidde Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

EXHIBIT A (Cont.)
COLLEGE PARKWAY PROJECT

All that parcel of land situate in the third assessment district of Anne Arundel County, State of Maryland, containing 7.34 acres, more or less, situate on the northerly side of College Parkway at Bellarive Drive and more particularly described in a Deed dated June 19, 1973, from Carl J. Rupp to Woodbridge Construction Corporation, recorded among the Land Records of Anne Arundel County at Liber 2597 Folio 685. The Anne Arundel County tax account number is 3-000-33884552. The property is more fully described by metes and bounds in a certain Mortgage dated April 8, 1982, recorded among the Land Records of Anne Arundel County in Book 3496 Page 509, which mortgage has been released at Book 4525 Page 874.

GREAT METROPOLITAN TITLE
P.O. Box 468
ANNAPOLIS MD.
21404

To Be Recorded:
 - Land Records of Anne Arundel County
 ← Chattel Records of Anne Arundel County
 - State Department of Assessments and Taxation

Subject to Recording Tax On Principal Amount of \$2,500,000.00 Which Was Paid To The Clerk of The Court of Anne Arundel County Upon the Filing of a Deed of Trust.

RECORDING FEE 18.00
 POSTAGE 1.50
 RICHARD CLAYTON ROSS, CLERK
 H. ERLE SCHAFER
 AN CO. CIRCUIT COURT

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

1. DEBTOR: RIVERWATCH PARTNERSHIP
 a Maryland General Partnership
 c/o Francis E. Gardiner, Jr.,
 2111 Baldwin Avenue
 Crofton, MD 21114

2. SECURED PARTY: FARMERS NATIONAL BANK OF
 MARYLAND
 Church Circle
 Annapolis, MD 21401
 Attn: Commercial Loan Dept.

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,

1800



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

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- d. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- 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 Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property.
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:

RIVERWATCH PARTNERSHIP
a General Partnership of
the State of Maryland

By *Francis E. Gardiner, Jr.*
Francis E. Gardiner, Jr.,
General Partner

SECURED PARTY:

FARMERS NATIONAL BANK OF
MARYLAND

By *Richard A. Dent*
Richard A. Dent
Executive Vice President

Date: March _____, 1990

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

Farmers National Bank of Maryland
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Department

ex 554 pt 157

EXHIBIT "A"

ALL that lot of ground located in the Second Assessment District of Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot 9B as shown on the Plat of the Resubdivision of Lot 9, Priest Bridge Business Park, recorded among the Plat Records of Anne Arundel County in Plat Book 124, page 28.

280458

MARYLAND FINANCING STATEMENT

554 158

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

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

1. LESSEE Soil and Land Use Technology, Inc.
803-E Barkwood Court, Linthicum, Maryland 21090
(Name or Names)
(Address) NFSL 3828

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
RECORD FEE 11.00
POSTAGE .50
04/03/90

3. ASSIGNEE (if any) of LESSOR Northfield Federal Savings & Loan Association
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Name or Names)
(Address)
CK
RECORD FEE
POSTAGE
04/03/90

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

See Attached Schedule A.

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

LESSEE
Soil and Land Use Technology, Inc.
By: Jagdish C. Mittal, President
Jagdish C. Mittal
(Type or print name of person signing)
By:
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Donald A. Lounsbury, Credit Manager
Donald A. Lounsbury
(Title)
(Type or print name of person signing)

Return to:

Handwritten initials and scribbles.

SCHEDULE A

NFSL 3828

Attached to and made a part hereof Equipment Lease No. _____
dated March 23, 1990.

BOOK 554 PAGE 159

<u>Quantity</u>	<u>Description</u>
5 <i>je</i>	RSP-110, 3M 7800-S Full Face
8	A100 Allegro 3-20LPM Sampling Kit PEL1600
5	23 X 20 X 9 " Pelican Case BENBDX530
5	Asbestos Air Sampling Pump#530 BENBDX530CHO
1	BDX530 Charge
1	EA. #3529933-14 Charger 5 Unit
1	Alphaphot-2 Base w/30w III C/F Focus, 4X N.P. Cond. Mt.
1	Blue Filter High Contrast for Alphaphot-2
1	Alphaphot Binocular Head, Diopter control, E.P. Lock, I.P.D. Cont.
1	Mechanical Stage, Low Position Coaxial X-Y, 67 X 40mm
1	CF E 10X Widefield High Eyepoint Eyeplace
1	CF E DL 40X Phase Achromat Objective, N.A. 0.65, W.D. 0.60mm
1	Phase Centering Telescope, with Focusable Top Lens
1	Alphaphase Condenser, Iris Diaphragm, N.A. 1.25
1	Phase Slider for 40X and Brightfield
1	Carry Case for Alphaphot-2
1	21mm Walton-Beckett Reticle Type A Rules
1	GIF Green Filter 33mm
1	Stage Micrometer "A". 1mm in 100 Divisions
1	Bulb 30 Watt for Alphaphot-2

Approved and agreed to this 23rd day of March, 1990

Lessee: Soil and Land Use Technology, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: *Jagdish C. Mittal* By: *Paul L. ...*

Amended
12.50

554 160
MARYLAND FINANCING STATEMENT

280459

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

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

1. LESSEE Michael E. McKown T/A Pinkney Street Systems
(Name or Names)
48 Lawrence Avenue, Annapolis, Maryland 21403
(Address) NFSL 3831

LESSEE
(Name or Names)
(Address)

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

3. ASSIGNEE (if any) Northfield Federal Savings & Loan Association
Of LESSOR (Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
See Attached Schedule A.

RECORD FEE 12.00
POSTAGE .50
4627790 0777 R03 T08#31
04/03/90
H. ERLE SCHAFER

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

LESSEE
Michael E. McKown T/A
Pinkney Street Systems
By: [Signature] owner
(Title)
Michael E. McKown
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
Credit Manager
By: [Signature]
(Title)
Donald A. Lounsbury
(Type or print name of person signing)
Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

12.4

Attached to and made a part hereof Equipment Lease No. NFSL 3831
 dated March 20, 1990.

<u>Quantity</u>	<u>Description</u>
1	Compaq DP 386/20E-110 Computer System w/1MB RAM, 1.2 MB Floppy Drive, 110 MB Hard Disk; S/N 4937HS0447
1	4 MB Expansion Board for above; S/N 03C11441078
1	NEC Multisync 2A 14 in. VGA Monitor; S/N 9XQ02198N
1	Maynard 150MB Cassette Tape Back-Up;
1	Compaq 1.44 MB 3.5 in Disk Drive
1	Compaq Enhanced Keyboard SLT/286
1	Compaq 1 MB Memory Module SLT/286
1	Hewlett Packard Scanjet Plus Scanner; S/N 2812J26920
1	Scanjet AT/XT Interface Software w/Cable
1	Readright Optical Character Reader Software
1	Desktop Expansion Base; S/N 1937AY1H0294

Approved and agreed to this 20th day of March, 1990

Michael E. McKown T/A

Lessee: Pinkney Street Systems Lessor: Chesapeake Industrial Leasing Co., Inc.

By: *[Signature]* By: *[Signature]*

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: March 28, 1990

(XXX) Not Subject to Recordation Tax

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

NAME OF DEBTOR (S): Atlantic Threadworks, Inc.

ADDRESS: 412 Fourth Street
Annapolis, Maryland 21403

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

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

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

<u>QTY</u>	<u>DESCRIPTION</u>
1	Melco Superstar Embroidery Machine, Model #373 00701, Serial Number 850093

RECORD FEE 11.00
POSTAGE .50
#627820 0777 R03 T08:37
CK 04/03/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):
Atlantic Threadworks, Inc.
(Company Name)

BY: [Signature]
PRESIDENT

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]
(Authorized Signature)
Robert E. Mann
Vice President
(Type Name and Title)

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

1158

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) JRC Construction Co., Inc. 1412 Grain Hwy. Suite 5-B Glen Burnie, Md. 21061</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>R. Vick-TC609</u></p> <hr/> <p style="text-align: center;">Return to Secured Party</p>
---	---

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

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

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

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

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

E. Other. 1968 Koehring Truck Crane
Model - 440-TC
S/N C13904

RECORD FEE 11.00

RECORD TAX 210.00

POSTAGE .50

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

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 30,000.00

#627830 0777 R03 708-38

CK 04/03/90

DEBTOR:
JRC Construction Co., Inc.
(Type Name)

SECURED PARTY:
SIGNET BANK/MARYLAND
By: [Signature]

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

By: [Signature]

(Type Name)

By: John R Combs, Pres.

March 7, 19 90
(Date Signed by Debtor)

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

RECEIVED

MAR 29 1990

215
S

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 3/30/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARY S LEWIS

Address 89 FRIENDSHIP ROAD FRIENDSHIP MD 20758

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

1 NEW KUBOTA TRACTOR W/MOWER MN# T1600H SN# 10088

RECORD FEE 11.00
POSTAGE .50
#62720 0777 R03 T08:43
04/03/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

KUBOTA CONTRACT# 13400-730460

CHECK THE LINES WHICH APPLY

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

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

MARY S LEWIS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature)
(Signature of Secured Party) SEC-TREAS.

BALDWIN SERVICE CENTER INC
Type or Print Above Signature on Above Line

11/8

554 165

280463

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):
Raymond Sears & Son, Inc
2387 Rutland Road
Davidsonville, MD 21035
M-35927-1

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

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

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

For Filing Officer

RECORD FEE 11.00
POSTAGE .50
CK
#628030 0777 R03 T08:50
04/03/96

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

One (1) Caterpillar Model #613C Tractor S/N 92X01579
One (1) Caterpillar Model #613C Scrapper S/N 93X01435

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAX

(6) Signatures: Debtor(s)

Raymond Sears & Son, Inc.

(By) Donald L. Sean
Standard Form Approved by N.C. Sec. of State
and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State

Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Officer Copy = Numerical

115

280464

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)
 Rosov, Howard Leslie
 Rosov, Bradley Aaron
 Rosov, Carrie Suzanne
 115 Blackfoot Drive
 Arnold, MD 21012

2. Secured Party(ies) and address(es)
 Industrial Indemnity Company
 c/o Financial Guaranty Associates
 330 E. Kilbourn Avenue
 Suite 1170
 Milwaukee, WI 53202

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

RECORD FEE 12.00
POSTAGE .50

4. This financing statement covers the following types (or items) of property:
 Debtor's limited partnership interest in VMS National Residential Portfolio II, an Illinois limited partnership, including all of debtor's now owned and hereafter acquired interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

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

#A28170 1777 R03 108156

04/03/91

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Not subject to ~~Recordation~~ Recordation Tax--General Intangibles.

11518CC

F011614

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, MD

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

By: Leslie Gesme, authorized signatory for VMS Realty Investment, Ltd., attorney-in-fact for Howard Leslie, Bradley Aaron and Carrie Suzanne Rosov
 By: Leslie Gesme
 Signature(s) of Debtor(s)

By: Industrial Indemnity Company

[Signature]
 By: Attorney-in-fact under power of attorney
 Signature(s) of Secured Party(ies)

554 167

280465

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 14,250.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Arundel Automotive, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>T/A Millersville Auto Parts</u> (Name)	<u>Attn: Bradley D. Pingrey</u> (Name of Loan Officer)
<u>36 B Maryland Route 3 North</u> (Address)	<u>18 West Street</u> (Address)
<u>Millersville, Maryland 21108</u>	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)
Equipment held as collateral for Arundel Automotive, Inc.

Hardware: IBM PC-AT Compatible, 80386 Processor
 1 Megabyte Memory
 40 Megabyte Hard Drive , 1.2 Megabyte Floppy Drive
 60 Megabyte Data Cartridge Backup, 2 Cartridges
 6 Wyse 30 Terminal
 1 2400 Baud Internal Modem
 1 Dual Port Board, 1-(8) Port Interface Board
 12780 Comm.

Software: POS Invoicing, Ordering, Management Reports
 Inventory Control 120,000 Port #, 2,500 A/R
 Upgrade to "V5" Software
 Accounts Payable

RECORD FEE 12.00
 RECORD TAX 101.50
 POSTAGE .50

#620140 DTTT R03 T08:57

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.

CK 04/03/90

H. ERLE SCHAFER

Record Owner, if different from the Debtor: _____

HA CO. CIRCUIT COURT

3. Products of the collateral are also specifically covered.

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Arundel Automotive, Inc. T/A</u> <u>Millersville Auto Parts</u> (Seal)	_____ (Seal)
<u><i>Robert J. Buchanan</i></u> (Seal) (Signature)	<u><i>Joanne Buchanan</i></u> (Seal) (Signature)
<u>Robert J. Buchanan</u> (Print or Type Name)	<u>Joanne Buchanan</u> (Print or Type Name)

1200
101.50
.50



280466

BOOK 554 PAGE 168

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): Russell Newbold Russell 7834 Americana Circle APT# 201 Glenburnie MD 21061	(2) Secured Party(ies) (Name(s) And Address(es): PIEDMONT AVIATION CREDIT UNION P.O. BOX 2720 WINSTON-SALEM, NC 27101	RECORD FEE 11.00 POSTAGE CK .50 #628170 CTTT R03 T08:5 For Filing Officer \$ 3000.00 04/03/99 H. ERLE SCHAFER AA CO. CIRCUIT COURT
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. 79' 18 ft GALAXY BOAT, MARK V XLTVE0 63M79F 165 ID Merc Cruiser JS167790 GALVANIZED (del) trailer, MASS'IC TIT- 607905		
<input type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) <u>Russell C. Newbold</u>	Secured Party(ies) [or Assignees] <u>Piedmont Aviation Credit Union</u> (By) <u>Tom Welch, manager</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
(By) _____ Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Officer Copy - Numerical 1150	UCC-1	

554 PAGE 169

A.A. CO
a/c 08004

**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. 277769 recorded in
Book 542 Page 582 on 6/27/89 at Anne Arundel County
Date Location

1. DEBTOR(S): Wayne E. Brumwell T/A Brumwell Hauling
Name(s) _____
3931 Mountain Road
Address(es) _____
Pasadena, MD. 21122

2. SECURED PARTY:
Name _____ MARYLAND NATIONAL BANK
Retail Finance Division
Address _____ 7178 Columbia Gateway Drive
Columbia, Maryland 21045

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

RECORD FEE 10.00

POSTAGE .50

4-22-89 ETT R03 109:00

04/03/90

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.

H. ERLE SCHAFER

PA. CO. DISTRICT COURT

8.

9. SIGNATURES.

SECURED PARTY

MARYLAND NATIONAL BANK

By Ruth Caldwell

RUTH CALDWELL-Title Clerk

(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.

15.00

280467

554 PAGE 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)

Herson, Gerald
1300 Rogers Road
Annapolis, MD 21401

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

American Eagle Credit Corporation
5600 West Maple B-203
West Bloofield, MI 48033

3. Maturity date (if any):

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

RECORD FEE 1.70

RECORD FEECK 15.30

POSTAGE 50

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 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.

5. Assignee(s) of Secured Party and

Address(es) 628190 0711 R03 109:00

ORIX Credit Alliance, Inc.
100 Dutch Hill Rd. 04/03/90
Suite 208 H. ERLE SCHAFER
Orangeburg, NY 10962

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.

Filed with:

County of Anne Arundel

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

Herson, Gerald

American Eagle Credit Corporation

By: See Attached

Signature(s) of Debtor(s)

By: See Attached

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

EQUIPMENT LEASE AGREEMENT

LESSOR: American Eagle Credit Corporation LESSEE: Gerald Herson 554 171
Address: 5600 W. Maple, Suite B-203 West Bloomfield, MI 48033 Address: 1300 Rogers Road Annapolis, Maryland 21401

On the 27th day of February, 19 90, the above named Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification and serial numbers or marks):

(1) New Taylor, Model TSK110, S/N 18751, Marine Lift Truck

TOTAL RENT \$ 171,336.00
ADVANCE RENT Paid Herewith \$ 8,566.80
BALANCE OF RENT \$ 162,769.20

Amount to be paid as Purchase Option, if exercised \$ 1.00
No renewal option available hereunder

Equipment to be located at Pleasure Cove Yacht and Beach Club, Inc., 2116 Bayfront Terrace, Annapolis, MD 21401

Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment and acknowledges that no warranties, representations or agreements not expressed herein have been made by the lessor and Lessee further acknowledges notice of the intended assignment of this lease to ORIX Credit Alliance, Inc. (said assignee hereinafter called "CA") and upon such assignment, Lessee agrees not to assert against CA and any subsequent assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the lessor who has executed this lease and/or CA and/or any assignee hereof prior to CA, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of the lessor or CA, whoever is the then holder of this lease, (such holder

hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the 6th day of April, 19 90, and continuing on the same date of each month thereafter until paid; the first 57 installments shall each be in

the amount of \$ 2,855.60, and the final installment shall be in the amount of \$ 2,855.60, all plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. Lessee will pay to Lessor, if so requested, monthly any personal property tax as estimated by Lessor. The term of this lease shall commence upon the acceptance hereof by Lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same be damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the items of Equipment involved. The proceeds of any insurance payable as a result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage from any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greatest. Lessee shall carry public liability insurance, both personal injury and property damage, covering Equipment. All insurance shall be in form, amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon each policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts with respect to any insurance. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all sums incurred by Lessor in effecting such insurance or compliance shall be deemed to be additional rent and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to Equipment shall at all times remain in Lessor, and 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 levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's interest in Equipment, and will pay all costs, charges and expenses incident thereto. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures, chattels, furniture, accounts receivable, contract rights, general intangibles, property and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee may have any interest, and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to CA, now existing and/or hereafter incurred and regardless of whether such may be contemplated at the time of execution hereof and whether acquired by CA by assignment (from Lessor or any other person or persons) or otherwise. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any premises where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement held by Lessor or changes its management, operations, ownership of its stock, or control, becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the unpaid aggregate amount of Total Rent for the entire term hereof (discounted to its then present value using as a rate the then Federal Reserve Discount Rate for the District of Lessee's residence), plus any additional rent, taxes, delinquency charges, collection charges and

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: American Eagle Credit Corporation (SEAL) (Print Name of LESSOR Here)

By: Suzanne Polk, Credit Manager (Signature and Title of Authorized Officer, Partner or Individual)

Attest Witness: Linda Manalley Secretary

Gerald Herson (SEAL) (Print Name of LESSEE Here)

By: Gerald Herson (Signature and Title of Authorized Officer, Partner or Individual)

Attest Witness: [Signature] Secretary

This instrument was prepared by

ORIX CREDIT ALLIANCE, INC.

ADDRESS:

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

attorney's fees (which attorney's fees are hereby agreed to be 20% of any amount sought), and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full), Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (with the right in Lessor to purchase any of the Equipment at such sale and if at least 15 days prior notice of any private sale is given or if at least 10 days prior notice of any public sale is given which is advertised in a publication of general circulation in the area of the sale at least twice prior to the sale, such sale, whether private or public, shall be conclusively deemed commercially reasonable), applying any net proceeds, less 15% of Total Rent (for Lessor's reversionary interest), to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of the controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. LESSOR, LESSEE AND ANY GUARANTOR WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR IN ANY WAY RELATING TO THIS AGREEMENT. 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 the Balance, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. **As part of the consideration for Lessor's entering into this lease, Lessee 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 Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the exclusive venue and jurisdiction of any court located within the Southern District of New York regarding any matter arising hereunder except with respect to any action seeking replevin of any property and waive any right they may have to transfer or change the venue of any litigation brought in accordance herewith.** No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such sum, but not to exceed, however, the maximum permitted by applicable law, from the date when such sum was due (as scheduled or by acceleration or otherwise), until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named. Lessor may, in its sole discretion, apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any other obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option at the end of the original or any renewal term hereof, if Lessee then is not and has not been in default in any of Lessee's obligations to Lessor, to purchase equipment as a whole but not in part, as-is, where-is, upon giving at least 60 days prior written notice to Lessor and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee then is not 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 60 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, and if Lessee fails to purchase the Equipment or 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, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Lessee specifically warrants that all representations and warranties are merged herein and unless specifically indicated hereon are not valid or enforceable. Any provisions 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 hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

GUARANTORS SIGN HERE:
 The undersigned jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above 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 to which we may be entitled are hereby waived as are all subrogation and indemnity rights. 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 an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. Guarantor 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 Guarantor's true and lawful attorney-in-fact and agent for Guarantor and in Guarantor's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Guarantor at its address, by certified mail, within three days of such service having been effected, and agrees to the exclusive venue and jurisdiction of any Court located in the Southern District of New York. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party.

_____(L.S.) _____(L.S.)
 (Guarantor) (Guarantor)
 Address: _____ Address: _____

ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due and to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name or in Lessor's name to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; 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 Lessee of any payment at its due date or of any other default by Lessee without first requiring Assignee to proceed against Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorney's fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor 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 Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time for payment by, and compromise claims with, Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only contract executed for the Equipment, in all respects what it purports to be, a valid obligation arising out of the bona fide leasing of the Equipment to Lessee in the ordinary course of business, the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which may impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor'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 Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to Lessee, that title to the Equipment originated with Lessor and not with Lessee, that prior to the execution of the lease Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by Lessee has been made for Lessee's proper use and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to Lessee, that Lessor will not advance, give, or loan to Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of this lease.

Notice of the acceptance hereof is waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of the existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: _____ 19 _____ (SEAL)
 _____ (Print Corporate, Partnership or Trade Name or Individual Signature)
 (Witness) _____ (Signature, Title of Officer, "Partner" or "Proprietor")
 } Signature of Lessor

ASSIGNMENT

BOOK 554 PAGE 173

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale February 27, 1990

contract and/or lease and/or chattel mortgage (herein called "contract") dated _____ between American Eagle Credit Corporation _____, as Seller/Lessor/Mortgagee,

and Gerald Herson 1300 Rogers Road Annapolis, MD 21401 _____, as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI 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 OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI 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 OCAI 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 OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI 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, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI'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 OCAI 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 OCAI's request, pay to OCAI, 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 OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI 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 OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI'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 OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 162,769.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 5th day of March, 1990

American Eagle Credit Corporation (Seal)
(Seller/Lessor/Mortgagee)

By: Suzanne Polvi, Credit Manager

(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

Debtor name (last name first if individual) and mailing address:
ROBERT P. TUSCANO JR
BURNS CROSSING RD, BELLS MHP
SEVERN MD 21144 1

Debtor name (last name first if individual) and mailing address:
KIMBERLY A. TUSCANO
BURNS CROSSING RD, BELLS MHP
SEVERN MD 21144 1a

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
EASTERN HOMES, INC.
8291 WASHINGTON BLVD.
JESSUP MD 20794 2

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

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

SECURED PARTY SIGNATURE(S)

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

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

EASTERN HOMES, INC.
[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): **554** Date, Time, Filing Office (stamped by filing officer): **PAGE 174**

280468

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:
1989 OCILLA MONTCLAIR
24 X 52 SERIAL# K2074DS14663AAB AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS 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.(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 - **RECORD FEE 12.00**
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on - **#026200 0777 R03 709:01**

the following real estate:

Street Address: **H. ERLE SCHAFER**
Described at: Book _____ of (check one) Deeds Mortgages at Page(s) **100**
for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record): 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 **ROBERT P. TUSCANO JR** *[Signature]*
1a **KIMBERLY A. TUSCANO** *[Signature]*

1b 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
ANOKA, MN. 55303
(612) 421-1713

11.50 ANNE ARUNDEL CO.

BOOK 554 PAGE 175

280469

F I N A N C I N G S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Gold Eagle Industries, Ltd.
150 A & B Blades Ave.
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY:

Equitable Bank, National Association
100 S. Charles St.
Baltimore, MD 21201

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.
- General Intangibles, including after acquired proceeds.

RECORD FEE 11.00

POSTAGE .50

RECORDED BY 11/13 109:09

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____.

5. This transaction is _____, is not _____ exempt from the recordation tax.
Principal amount of the Debt is \$ _____.

DEBTOR:

Gold Eagle Industries, Ltd.

By: *Thomas J. Barley* (SEAL)
Thomas J. Barley, President

AFTER RECORDATION RETURN TO:

118

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
650 COB
BALTIMORE, MARYLAND 21201

10.00 ANNE ARUNDEL CO.

BOOK 554 PAGE 176

AMENDMENT TO FINANCING STATEMENT

This Financing Statement is being presented to the Clerk of the Circuit Court for the purpose of amending the original Financing Statement dated September 29, 1988 and recorded among the Financing Statement Records of Anne Arundel County at ID No. 274727, Liber 532, folio 469.

1. NAME AND ADDRESS OF DEBTOR:

Automotive Accents, Ltd.
601 D and E Hammonds Ferry Road
Linthicum Heights, MD 21090

2. NAMES AND ADDRESSES OF SECURED PARTIES:

Equitable Bank, National Association
100 S. Charles Street
Baltimore, MD 21201

and

U.S. Small Business Administration
Baltimore District Office
10 North Calvert Street, 3rd Floor
Baltimore, MD 21202

3. The Financing Statement bearing the file number shown above is amended as follows:

The following party is added as a Debtor:

Gold Eagle Industries, Ltd.
150 A & B Blades Avenue
Glen Burnie, MD 21061

RECORD FEE 10.00

H620070 0777 R03 709:10

CKI 04/03/90

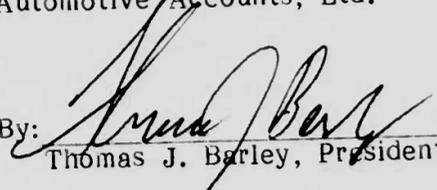
H. ERLE SUMNER

AA CO. CIRCUIT COURT

DEBTORS:

Automotive Accounts, Ltd.

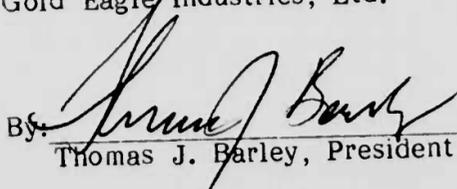
By:


Thomas J. Barley, President

(SEAL)

Gold Eagle Industries, Ltd.

By:


Thomas J. Barley, President

(SEAL)

AFTER RECORDATION RETURN TO:

10.00

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

DJ

UCC STATEMENT

(1) Filing Officer Copy — Alphabetical

1. This UCC Statement dated _____ is to be filed in the office shown below. Filed with Anne Arundel	2. File number and filing date of original financing statement, if any, previously filed in office shown at left File Number: 262922 Filing Date: 7/21/86	3. For Filing Officer: File Number: _____ Filing Date and Hour: _____	4. Index numbers of subsequent statements (FOR OFFICE USE ONLY): _____
---	---	---	---

5. This statement is (CHECK ONLY ONE BOX):
 ORIGINAL FINANCING STATEMENT: This financing statement covers the collateral described in Item 8. If a name and address appear in Item 10, they are the name and address of the Assignee to whom the Secured Party has assigned its Security Interest in such collateral prior to filing.
 ORIGINAL FINANCING STATEMENT WITHOUT DEBTOR'S SIGNATURE: This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction.
 AMENDMENT: The financing statement bearing the file number shown in Item 2 is amended as set forth in Item 11.

CONTINUATION STATEMENT: The financing statement bearing the file number shown in Item 2 is still effective.
 ASSIGNMENT: Secured Party of Record has, subsequent to the filing of the financing statement bearing the file number shown in Item 2, assigned his (its) rights, under the said financing statement, in the collateral described in Item 11 to the Assignee whose name and address are shown in Item 10.
 PARTIAL RELEASE OF COLLATERAL: Secured Party releases the collateral described in Item 11 from the financing statement bearing the file number shown in Item 2.
 TERMINATION: Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

*6. Name(s) and Mailing Address(es) of Debtor(s)
Mark Lang, Inc.
P.O. Box 322
Millersville, Md.

7. Name and Address of Secured Party:
CARTER MACHINERY COMPANY, INC.
P.O. Box 3096
Salem, Virginia 24153-3096

Record Fee 10.00
POSTAGE .50
628310 0777 203 TOP 13
CA03/80

*8. Description of Collateral: (Proceeds and Products of Collateral are Also Covered)
Book 500 Page 210

9. This statement is intended to apply whether the property described above is leased or sold to Debtor. Should the property be initially leased and later purchased by Debtor subject to Secured Party's security interest, this statement is intended to cover such security interest. It shall also apply to any renewal, extension or refinancing of the obligations secured. A carbon, photographic or other reproduction hereof is sufficient as a financing statement.

10. Name and Address of Assignee:

11. Set forth here is: Manner in which the original financing statement is amended:
 (Check one box:) Description of collateral in which rights are assigned:
 Description of collateral released from original financing statement:
One used Caterpillar 613B Scraper, SN 38W5210 CM 30106-81060

13. **CARTER MACHINERY COMPANY, INC.**
Judith Nadolsky
 SIGNATURE OF SECURED PARTY
3122190
 SIGNATURE FOR TERMINATION STATEMENT

 SIGNATURE(S) OF DEBTOR(S)
 (Required only on original Financing Statement or Amendment)

10.00

ANNE ARUNDEL COUNTY
FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$ 15,000.00

1. Name of Debtor(s): R. J. Howard, Inc.
Address: 3429 Ft. Meade Road
Laurel, MD

280471

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

BOOK 554 PAGE 178

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

- All inventory of Debtor, whether now owned or hereafter acquired;
- All equipment of Debtor, whether now owned or hereafter acquired;
- All accounts of Debtor, whether now existing or hereafter arising;
- All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired.
- Other (which may include specific items of the types of collateral described above): All Furniture and Leasehold Improvements of Debtor, whether now owned or hereafter acquired.

(_____ if necessary to describe other collateral, Supplemental List of Collateral Number _____ is attached to, and made a part of, this Security Agreement);

- together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

RECORD FEE 11 00
RECORD TAX 10500
POSTAGE 50
#628320077203709113

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

R. J. Howard, Inc.

Debtor(s):

By: X Richard J. Howard, II
Richard J. Howard, II, President

By: X Elizabeth H. Howard
Elizabeth H. Howard, Sec./Treas.

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)

105, 50

280472

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 16,000.00

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

<u>Name of Debtor</u>	<u>Address</u>
Greater Annapolis Chamber of Commerce, Inc.	6 Dock Street Annapolis, MD 21401-2007

SECURED PARTY

BANK OF ANNAPOLIS - 1900 Fairfax Road, P.O. Box 6492
Annapolis, MD 21401

Attach separate
list if necessary

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

- (the collateral): 1-New MITA Copier, Model #2232, Serial #36004786
 1-New AT, AGI EVEREX Computer 1800B 286 10 MHZ, Seagate 40 MGB Hard Drive, SERIAL #8BX12174E17
 1-New AT, AGI EVEREX Computer 1800B 286 10 MHZ, 20 MGB Hard Drive, SERIAL #8BX17058E12
 1-New AT, AGI EVEREX Computer 1800B 286 10 MHZ, 20 MGB Hard Drive, SERIAL #8BX12142E12
 1-New AT, AGI EVEREX Computer 1800B 286 10 MHZ, 20 MGB Hard Drive, SERIAL #8BX12125E12
 1-New SAMTRON Mono Monitor, Serial #8940038513; 1-New SAMTRON Mono Monitor, Serial #8940038543
 1-New SAMTRON Mono Monitor, Serial #8940038545; 1-New SAMTRON Mono Monitor, Serial #8940038520
 1-New HEWLETT PACKARD Laser Jet II Printer, Serial #2939577687
 1-New PANASONIC 1180 Dot Matrix Printer, Serial #9LKARP20304

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)

Greater Annapolis Chamber of Commerce, Inc.

By: Frederick C. Sussman, President

By: Penny S. Chandler, Executive Director

Secured Party (or Assignee)

BANK OF ANNAPOLIS

BY

R. Michael Shymansky, Vice-President

RECORD FEE 11.00

RECORD TAX 112.00

POSTAGE CK .50

#328410 CTTT R03 109:32

04/03/90

H. ERLE SCHAFER

CIRCUIT COURT

Type or print names under signatures

Mail to: BANK OF ANNAPOLIS
1900 FAIRFAX ROAD, P.O. BOX 6492
ANNAPOLIS, MD 21401-0492

11-112, P



280473

554 PAGE 180

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

Not subject to recordation tax
\$52,000 x \$7.00/\$1,000=\$364.

1. Name of Debtor(s): Redmond's Inc.
Address: 8224 Baltimore Annapolis Blvd.
Pasadena, MD 21122

2. Name of Secured Party: Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, MD 21404

RECORD FEE 12.00

RECORD TAX 364.00

POSTAGE .50

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4915170 CMAS P01 T09:15

CK 04/03/90

4. This Financing Statement covers the following types (or items) of property:
Graves Body Crusher, Double Crusher with hydraulic pusher serial number 89120 + 4 61
and 12 commercial trash bins. All accounts receivable and inventory whether now owned
or hereafter.

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):

Redmond's Inc.

Thomas W. Redmond

Thomas W. Redmond, President

Secured Party:

Annapolis Banking and Trust Company
(Type Name of Dealership)

Charles E. Ruch, Jr.
(Authorized Signature)

Charles E. Ruch, Jr.
Assistant Vice President

(Type Name and Title)

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

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

364

su

PARTIES 3-30-90

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

Physical Therapy & Sports Fitness Associates, P.A.

200 Hospital Drive
Suite 115

Altoona, PA 16801
Debtor name (last name first if individual) and mailing address:

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

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

**COPELCO LEASING CORPORATION
ONE MEDIUM PLAZA
PENNSAUKEN, NEW JERSEY 08110**

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

Special Types of Parties (check if applicable):

The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

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

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

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

STANDARD FORM UCC-1
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):

554 181

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

280474

Equipment lease does not create a security interest. This is a True Lease and is not subject to recordation tax. 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.

Secretary of Anne Arundel County.

real estate Records of _____ County. 6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): LEASE No. 0-24050-0 8

COLLATERAL

Identify collateral by item and/or type:

See SCHEDULE A Attached RECORD FEE 11.00

#816000 0777 R01 113-24

04/03/91

(check only if desired) Products of the collateral are also covered. H. ERLE SCHAFER 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 fixture on —
- c. minerals or the like (including oil and gas) as extracted on —
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:

Describe at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____

for _____ County Uniform Parcel Identifier _____

Described on Additional Sheet.

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

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 ✓ Dennis A. Buchman
(NAME/TITLE) Dennis A. Buchman

1a (NAME/TITLE)

1b (NAME/TITLE)

RETURN RECEIPT TO:

**COPELCO LEASING CORPORATION
ONE MEDIUM PLAZA
PENNSAUKEN, NEW JERSEY 08110**

FILING OFFICE ORIGINAL

NOTE — This page will not be returned by the Department of State.

SCHEDULE A TO UCC 1 FINANCING STATEMENT

Page 1 of 1

DEBTOR

SECURED PARTY

Physical Therapy & Sports Fitness Associates, P.A.
200 Hospital Drive
Suite 115
Glen Burnie, MD 21061
FIN: 52-1420308

Copelco Leasing Corporation
One MEDIQ Plaza
Pennsauken, New Jersey 08110

Equipment:

1 ea.	Mylex 386/20 AT Computer, 101 Key Enhanced Keyboard, Mono Display Card with Parallel Port, Mono Monitor	
1 ea.	Disk Controller (SCSI)	1 ea. Maxtor XT4170S 155 Megabyte Drive 14ms
1 ea.	Arcnet card 16 Bit	1 ea. ELS Netware Version II
1 ea.	AT Compatible (80286), 12 Mhz, 1 Meg memory, FDD & HDD controller, 1.2 Meg 5 1/4 FDD, 101 Key Enhanced Keyboard	
1 ea.	Arcnet card	
1 ea.	CGA Display Card with Parallel Port	
1 ea.	CGA Monitor	

Equipment Location:

Supplier:

Hexagon Microcomputer Systems
P. O. Box 633
Pasadena, MD 21122

PARTIES 3-30-90

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

JP Foodservice, Inc.
DBA JP Monarch
8024 Telegraph Rd.
P.O. Box 728

Severn, MD 21144

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

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

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

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

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

Special Types of Parties (check if applicable):

The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

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

- 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 UCC-1
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):

280475

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

BOOK 554 PAGE 183

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. 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.
- Notary of Anne Arund County.
- real estate Records of County 6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): LEASE No. 0-19813-0 8

COLLATERAL

Identify collateral by item and/or type: Masterserv-Vendor
Equip.: 1 Canned Drink Combo 7/5E wV, 1 Canned Drink Combo 5/4 WV, 1 Glass Front Snack 5645/5wV, 1 Glass Front Snack 3624/3 wV, 1 Cold Food, CF Vu480 wV

(check only if desired) Products of the collateral are also covered.

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

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

the following real estate:

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

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

DEBTOR SIGNATURE(S)

Debtor Signature(s): Copelco Leasing Corporation atty in fact for JP Foodservice, Inc. dBA JP Monarch

1 (NAME/TITLE) Doris Erdman, Asst Secty

1a (NAME/TITLE)

1b (NAME/TITLE)

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.

STATE OF MARYLAND

BOOK 554 PAGE 184

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275853

RECORDED IN LIBER 536 FOLIO 77 ON 12-27-88 (DATE)

1. DEBTOR

Name Music House, Inc.
Address 360 Harundale Mall Glen Burnie, MD 21061

2. SECURED PARTY

Name The Selmer Company And its Ludwig Division
Address 600 Industrial Parkway Elkhart, Indiana 46516
RECORD FEE 10.00
MISTAKE .50
#916150 0777 R01 T13:36
04/03/90

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)

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other: AMENDMENT. Includes text: 'Please change debtor's address to: 8147A Gov Ritchie Hwy. Pasadena, MD 21122' and 'Please change secured party's name to: The Selmer Company, L.P.'

CHECK [X] FORM OF STATEMENT

Signature of Robert M. Co President
Music House, Inc.

Dated February 26, 1990

Signature of Erin Maureen Davis
Erin Maureen Davis
The Selmer Company, L.P.
Type or Print Above Name on Above Line

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

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

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

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

1. DEBTOR

Name Colsa, Inc.
 Address 6726 Odyssey Drive, Huntsville, AL 35806

2. SECURED PARTY

Name Exchange National Bank of Chicago
 Address 120 South LaSalle Street
Chicago, Illinois 60603
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____ ~~RECORD FEE~~ 11.00
 4. This financing statement covers the following types (or items) of property: (list) ~~POSTAGE~~ CK .50

All of Debtor's now owned and existing and hereafter acquired accounts, inventory, ~~XXXXXXXXXXXXXXXXXXXX~~, chattel paper, general intangibles, instruments, documents and other personal property, wheresoever located, together with proceeds thereof, as more fully described on Exhibit A hereto.

Name and address of Assessor: NOVA 4220 DTT7 R01 T1 11:44
04/03/90
H. ERLE SCHAFER
66 CO. CIRCUIT COURT

COLLATERAL IS 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)

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

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

RETURN TO:
 LEXIS • DOCUMENT SERVICES
 P.O. Box 2969
 Springfield, Illinois 62708

 (Signature of Debtor)
Colsa, Inc.
 Type or Print Above Name on Above Line

 (Signature of Debtor)
Francisco J. Collazo, Pres.
 Type or Print Above Signature on Above Line

Saul Cohen
 (Signature of Secured Party)
Saul Cohen, V.P.
Exchange National Bank of Chicago
 Type or Print Above Signature on Above Line

11.50

11734 MC F014431

EXHIBIT A
TO UCC FINANCING STATEMENT
SHOWING
COLSA, INC. AS DEBTOR
AND
EXCHANGE NATIONAL BANK OF CHICAGO AS SECURED PARTY

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 ~~equipment~~, furniture, ~~fixtures~~, general intangibles, (including, but not limited to, patents and trademarks), and all proceeds of any of the foregoing.

WSG2-083 032990JG #1

280477

554 187

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

1. Debtor(s) (Last Name First) and address(es) Charles Johnson 1230 Old Dorsey Rd. Harmans, MD. 21077	2. Secured Party(ies) and address(es) John Deere Co. P.O.Box 65090 West Des Moines IA. 50265-0090 <i>DCS IF</i>	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 RECORD TAX 21.00 POSTAGE <i>CK</i> .50 #816160 0777 001 113-37 04/03/90 H. FILE SCHEDULE 22 CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: TRACKER MERCURY35 35 H.P. CUSTOM TRL AMOUNT OF TAXABLE DEBT IS \$2684.00 PRO 16 BUJ49372A686 A951246 1JL11AA19GA000502		5. Assignee(s) of Secured Party and Address(es)

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

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

Filed with: *Ann Arundel*

By: *Charles Johnson*
 Signature(s) of Debtor(s)

By: *John Deere Co*
Kathy Moore
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM FORM UCC-1.

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

1. Debtor(s) (Last Name First) and address(es) National Refractories & Minerals Corporation One Kaiser Plaza - Suite 600 Oakland, CA 94643	2. Secured Party(ies) and address(es) National Bank of Canada 150 York Street Toronto, Canada M5H 3A9	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 CK# 4914210 0777 R01 113:43 08/03/90
4. This statement refers to original Financing Statement bearing File No. <u>258303</u> Filed with <u>Anne Arundel County, MD</u> Date Filed <u>August 30</u> 19 <u>85</u>		
5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. H. EDLE SCHAFER 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. AA CO. CIRCUIT COURT 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]* National Refractories & Minerals Corporation
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

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

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

280478

554 189

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)
Pleasure Cove Yacht and Beach Club, Inc.
2116 Bayfront Terrace
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
American Eagle Credit Corporation
5600 West Maple B-203
West Bloomfield, MI 48033

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 Goods, Chattels, Machinery, Equipment, Inventory, Accounts, Chattel Paper, Notes, Contract Rights, Receivables, Accounts Receivable, General Intangibles, Furniture, Fixtures and Property of Every Kind and Nature, Wherever Located, Now or Hereafter Belonging to Debtor or in Which Debtor has Any Interest and Any and All Proceeds Thereof as Described in Attached Entire Agreement and/or in Any Schedule Prepared in Connection Therewith. This Form and/or The Attached Security Agreement and/or Schedule Being Submitted for Filing as a Financing Statement.

RECORD FEE 17.00

POSTAGE .50

4814070 0777 001 11/31

5. Assignee(s) of Secured Party and Address(es)
04/03/90
ORIX Credit Alliance, Inc.
100 Dutch Hill Rd. SCHAFER
Suite 208
Orangeburg, NY 10962

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

Filed with:
County of Anne Arundel

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

Pleasure Cove Yacht and Beach Club, Inc.

American Eagle Credit Corporation

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

Title

By: _____

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

EQUIPMENT LEASE AGREEMENT

001 PAGE 190

"LESSOR": Gerald Herson
Address: 1300 Rogers Road
Annapolis, Maryland 21401

"LESSEE": Pleasure Cove Yacht and Beach Club, Inc.
Address: 2116 Bayfront Terrace
Annapolis, MD 21401

On the 27th day of February, 1990, the above named Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification and serial numbers or marks):

(1) New Taylor, Model TSE 110, S/N 18751, Marine Lift Truck

TOTAL RENT \$ 171,336.00

ADVANCE RENT Paid Herewith \$ 8,566.80

BALANCE OF RENT \$ 162,769.20

Amount to be paid as Purchase Option, if exercised \$ 1.00

No renewal option available hereunder
Amount to be paid as Amount Renewal Option Rent, if exercised \$

Equipment to be located at: 2116 Bayfront Terrace, Annapolis, MD 21401

Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment and acknowledges that no warranties, representations or agreements not expressed herein have been made by the lessor and Lessee further acknowledges notice of the intended assignment of this lease to ORIX Credit Alliance, Inc. (said assignee hereinafter called "CA") and upon such assignment, Lessee agrees not to assert against CA and any subsequent assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the lessor who has executed this lease and/or CA and/or any assignee hereof prior to CA, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of the lessor or CA, whoever is the then holder of this lease, (such holder

hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the 6th day of April, 1990, and continuing on the same date of each month thereafter until paid; the first 57 installments shall each be in

the amount of \$ 2,855.60, and the final installment shall be in the amount of \$2,855.60, all plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. Lessee will pay to Lessor, if so requested, monthly any personal property tax as estimated by Lessor. The term of this lease shall commence upon the acceptance hereof by Lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same be damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the items of Equipment involved. The proceeds of any insurance payable as a result of the loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage from any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greatest. Lessee shall carry public liability insurance, both personal injury and property damage, covering Equipment. All insurance shall be in form, amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon each policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts with respect to any insurance. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all sums incurred by Lessor in effecting such insurance or compliance shall be deemed to be additional rent and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to Equipment shall at all times remain in Lessor, and 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 levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's interest in Equipment, and will pay all costs, charges and expenses incident thereto. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures, chattels, furniture, accounts receivable, contract rights, general intangibles, property and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee may have any interest, and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to CA, now existing and/or hereafter incurred and regardless of whether such may be contemplated at the time of execution hereof and whether acquired by CA by assignment (from Lessor or any other person or persons) or otherwise. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any premises where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement held by Lessor or changes its management, operations, ownership of its stock, or control, becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the unpaid aggregate amount of Total Rent for the entire term hereof (discounted to its then present value using as a rate the then Federal Reserve Discount Rate for the District of Lessee's residence), plus any additional rent, taxes, delinquency charges, collection charges and

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Gerald Herson (SEAL)
(Print Name of LESSOR Here)

Pleasure Cove Yacht and Beach Club, Inc. (SEAL)
(Print Name of LESSEE Here)

By: [Signature]
(Print Name and Title of Authorized Officer, Partner or Individual)

By: [Signature]
(Print Name and Title of Authorized Officer, Partner or Individual)

Attest Witness Secretary

Attest Witness Secretary

This instrument was prepared by

ORIX CREDIT ALLIANCE, INC.

ADDRESS:

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

attorney's fees (which attorney's fees are hereby agreed to be 20% of any amount sought), and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full), Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (with the right in Lessor to purchase any of the Equipment at such sale and if at least 15 days prior notice of any private sale is given or if at least 10 days prior notice of any public sale is given which is advertised in a publication of general circulation in the area of the sale at least twice prior to the sale, such sale, whether private or public, shall be conclusively deemed commercially reasonable), applying any net proceeds, less 15% of Total Rent (for Lessor's reversionary interest), to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of the controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. **LESSOR, LESSEE AND ANY GUARANTOR WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR IN ANY WAY RELATING TO THIS AGREEMENT.** 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 the Balance, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. **As part of the consideration for Lessor's entering into this lease, Lessee 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 Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the exclusive venue and jurisdiction of any court located within the Southern District of New York regarding any matter arising hereunder except with respect to any action seeking replevin of any property and waive any right they may have to transfer or change the venue of any litigation brought in accordance herewith.** No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such sum, but not to exceed, however, the maximum permitted by applicable law, from the date when such sum was due (as scheduled or by acceleration or otherwise), until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named. Lessor may, in its sole discretion, apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any other obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option at the end of the original or any renewal term hereof, if Lessee then is not and has not been in default in any of Lessee's obligations to Lessor, to purchase equipment as a whole but not in part, as-is, where-is, upon giving at least 60 days prior written notice to Lessor and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee then is not 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 60 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, and if Lessee fails to purchase the Equipment or 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, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Lessee specifically warrants that all representations and warranties are merged herein and unless specifically indicated hereon are not valid or enforceable. Any provisions 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 hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

GUARANTORS SIGN HERE:
The undersigned jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above 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 to which we may be entitled are hereby waived as are all subrogation and indemnity rights. 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 an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. Guarantor 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 Guarantor's true and lawful attorney-in-fact and agent for Guarantor and in Guarantor's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Guarantor at its address, by certified mail, within three days of such service having been effected, and agrees to the exclusive venue and jurisdiction of any Court located in the Southern District of New York. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party.

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

Address: _____ Address: _____

ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due and to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name or in Lessor's name to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; and warrants the payment when due of each sum payable hereunder and the payment on demand of the entire unpaid Balance, in the event of nonpayment by Lessee of any payment at its due date or of any other default by Lessee without first requiring Assignee to proceed against Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorney's fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor 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 Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time for payment by, and compromise claims with, Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only contract executed for the Equipment, in all respects what it purports to be, a valid obligation arising out of the bona fide leasing of the Equipment to Lessee in the ordinary course of business, the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which may impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor'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 Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to Lessee, that title to the Equipment originated with Lessor and not with Lessee, that prior to the execution of the lease Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by Lessee has been made for Lessee's proper use and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to Lessee, that Lessor will not advance, give, or loan to Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of this lease.

Notice of the acceptance hereof is waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of the existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: 2-27- 1990 Gerald Herson (SEAL) } Signature of Lessor
 (Witness) [Signature] }
 (Signature, Title of Officer, "Partner" or "Proprietor")

Wherever Orix Credit Alliance, Inc. appears on assignment herein, it shall be deemed to mean American Eagle Credit Corporation.

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), 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 February 27, 1990, Book 554 Page 192 between American Eagle Credit Corporation, as Seller/Lessor/Mortgagee,

and Gerald Herson 1300 Rogers Road Annapolis, MD 21401 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI 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 OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect 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 OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that OCAI 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 OCAI 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 OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI 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, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI'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 OCAI 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 OCAI's request, pay to OCAI, 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 OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI 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 OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI'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 OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 162,769.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 5th day of March, 1990

American Eagle Credit Corporation (Seal)
(Seller/Lessor/Mortgagee)
By: Suzanne Polvi, Credit Manager

(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.)

280479

554 193

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 6812

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. 04/03/90

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.

CHECK THE LINES WHICH APPLY

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

(If 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 FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

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

[Signature] MIS Director
(Signature of Debtor)

David A. Guaranta, CPA MIS Director
Type or Print Above Signature on Above Line

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

[Signature]
(Signature of Secured Party)

Thomas E. Myers Treasurer
Type or Print Above Name on Above Line

1/50

EXHIBIT A
DESCRIPTION OF EQUIPMENT

Two (2) IBM W/W 6, S/N(s): 0212757, 0121910

BOOK 554 PAGE 194

General Elevator Company, Incorporated
Type Full Legal Company Name

[Signature] *Denick A. [Signature]*
Signature Print Name Signature Print Name

MIS Director
Title Title

March 23, 1990 March 23, 1990
Date Date

280480

554 195

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 6811

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 CK .50
MAY 10 07:17 AM 11410
04/03/90
H. ERLE SCHAFER
AA 10. 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 FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature] MIS Director
(Signature of Debtor)

David A. DeCaranda MIS Director
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Thomas E. Myers Treasurer
Type or Print Above Name on Above Line

1/52

EXHIBIT A

DESCRIPTION OF EQUIPMENT

- One (1) H25HFA51B3AN F673 MTX900 PRIVACY+PLAIN PORTABLE S/N: 673AQE0410
- One (1) NTN4633B F653 RAPID SNG CHGR
- One (1) NTN5461B F653 CASE LONG SWIVEL SNAP

General Elevator Company, Incorporated

Type Full Legal Company Name

[Handwritten Signature]

David A. Quaranta CPA

Signature

Print Name

Signature

Print Name

Mis. Director

Title

Title

March 23, 1990

Date

March 23, 1990

Date

FINANCING STATEMENT FORM UCC-1

Identifying File No.

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

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

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

This financing statement Dated 3/29/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT MUSSELMAN'S BODY SHOP, INC.
Address 706 NORTH CRAIN HIGHWAY, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name The Bank of Glen Burnie
Address 101 Crain Highway, S.E.
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) MARCH 29, 1995

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

CASE 855D DIESEL CRAWLER, #7500723

MUSSELMAN FILE 11.00

MUSSELMAN 1.00

MUSSELMAN FILE NO# 118117

CK 04/01/90

CHECK THE LINES WHICH APPLY

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

(If 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)

ROBERT MUSSELMAN'S BODY SHOP, INC.

BY: [Signature] (Signature of Debtor)

ROBERT MUSSELMAN, PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

X [Signature] (Signature of Secured Party)

STEPHEN G. BOYD, SENIOR VICE PRESIDENT

Type or Print Above Signature on Above Line

90-5103

280482

554 MAR 198

- To be recorded
- ✓ (1) in the Financing Statement Records of Anne Arundel County
 - (2) in the Financing Statement Records of Prince George's County
 - (3) in the Land Records of Prince George's County
 - (4) with State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

FINANCING STATEMENT

- 1. Debtor: Address of Debtor:
 LOVELL-REGENCY HOMES LIMITED PARTNERSHIP, a Maryland limited partnership
 102 Old Solomons Island Road
 3rd Floor
 Annapolis, Maryland 21401
H. ERLE SCHAFER
 44 CO. CIRCUIT COURT
 RECORD FEE 18.00
 POSTAGE .50
 04/04/90
- 2. Secured Party: Address of Secured Party:
 LARGO KNOLLS JOINT VENTURE
 9827 Central Avenue
 Upper Marlboro, Maryland 20772
H. ERLE SCHAFER
 44 CO. CIRCUIT COURT
 RECORD FEE 18.00
 POSTAGE .50
 04/04/90
- 3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies,

AFTER RECORDING PLEASE RETURN DOCUMENTS TO:

DUNN TITLE COMPANY
 2137 Defense Hwy.
 Crofton, MD 21114

160
 10

curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.2. All of the Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments.

3.3. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.4. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.5. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.6. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any

and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

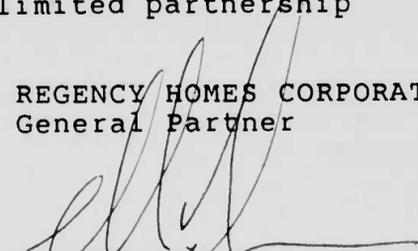
6. The Land consists of all of that land, situate and lying in Prince George's County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

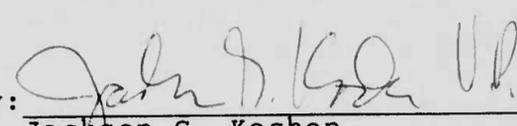
LOVELL-REGENCY HOMES LIMITED
PARTNERSHIP, a Maryland
limited partnership

By: REGENCY HOMES CORPORATION,
General Partner

Dated: 3/22/90, 1990

By: 
Frank V. Mazza,
President

By: LOVELL HOMES (AMERICA), INC.,
General Partner

By: 
Jackson G. Kochen,
Executive Vice President

Mr. Clerk: Please return to:

Mark G. Levin, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

97/11:2/90

EXHIBIT "A"

Lots numbered One (1), Three (3), Five (5), Seven (7), Twelve, (12), Eighteen (18), Twenty (20), Twenty-Two (22) and Twenty-Three (23) in Block lettered "J", Lot numbered Six (6) in Block lettered "K" and Lots numbered Four (4) and Six (6) in Block lettered "L", in a subdivision known as "WILLOW HILLS", as per plat thereof recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP 144 at Plat No. 97. (18th Election District).

97/94:3/90

11.50

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Clerk of the Court of Anne Arundel Co.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 8,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk Of the Court Of Anne Arundel Co.

5. Debtor(s) Name(s): Ronald B. Brunetto Address(es): 12 Severn Ave. Annapolis, Md. 21403

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____

6. Secured Party: Maryland National Bank Address: Department CC# 501, Church Circle Office
 Post Office Box 987, Mailstop 50050
 Attention: D.L. PHIPPS 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):

Two 1987 Mercury Black Max Outboard Engines HP 135 each
Serial #'s-- OB169064 & OB169065

Debtor: Ronald B. Brunetto

By: [Signature] (Seal)
Type name and title, if any

By: _____ (Seal)
Type name and title, if any

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Debra L. Phipps, V.P.
Type name and title

MARYLAND NATIONAL BANK

554 PAGE 2113

280484

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>
Harbour Climate Control Corp.	907-A Commerce Road Annapolis, MD 21401

SECURED PARTY

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

Attach separate list if necessary

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

All accounts and inventory now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts and inventory.

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

RECORD FEE 11.00
 POSTAGE CK .50
 #731780 C237 R02 T13:25
 04/04/90

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

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

- 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)

Harbour Climate Control Corp.

FARMERS NATIONAL BANK OF MARYLAND

BY: *William H. Smith*
William H. Smith, President

BY: *[Signature]*

Type or print names under signatures

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

11.00
1.00

280485

BOOK 554 PAGE 2114

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 \$ 40,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Acadia Landscaping Address(es): 7254 Ridge Road
Hanover, Maryland 21076

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

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

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

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

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

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

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Acadia Landscaping

Secured Party: Maryland National Bank

By: Barry Wayne Martin (Seal)
Barry Wayne Martin, General Partner

By: Deborah N. Wicker (Seal)

By: Andrew M. Hudson, Jr. (Seal)
Andrew M. Hudson, Jr., General Partner

Deborah N. Wicker, Commercial Services Officer
Type name and title

MARYLAND NATIONAL BANK

207-95 REV 1/86

1 Page 50

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

RECORD FEE 13.00
RECORD TAX 280.00
CK .50
77 R03 T14:19
04/04/90
SCHAFFER
AA CO. CIRCUIT COURT

PARTIES

Debtor name (last name first if individual) and mailing address:
FRANK MAGGENTI
7387 S. DUNROBIN CT.
HANOVER MD 21076 1

Debtor name (last name first if individual) and mailing address:
7387 S. DUNROBIN CT.
HANOVER MD 21076 1a

Debtor name (last name first if individual) and mailing address:
7387 S. DUNROBIN CT.
HANOVER MD 21076 1a

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
EASTERN HOMES, INC.
8291 WASHINGTON BLVD.
JESSUP MD 20794 2
 Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 2a

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

SECURED PARTY SIGNATURE(S)

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

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

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

EASTERN HOMES, INC.
[Signature]

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): **BOOK 554 PAGE 205** Date, Time, Filing Office (stamped by filing officer): **280486** 5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, 11.00 and is to be filed with the (check applicable box):
 Secretary of the Commonwealth.
 Prothonotary of **County 04/04/90**
 real estate records of **H. ERLE SCHAFER**
AA CO. CIRCUIT COURT

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

COLLATERAL

Identify collateral by item and/or type:
1990 OCILLA TEMPO
24 X 44 SERIAL# K2075DS1803GA-AB AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS 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.(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):
FRANK MAGGENTI 1
[Signature] 1a
 1b 11

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
 ANOKA, MN. 55303
 (612) 421-1713

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 393

Page No. 455

Identification No. 220693

Dated Oct 25 1978

1. Debtor(s) { Edward L Stanley & Janice L Stanley
Name or Names—Print or Type
2202 Dairy Farm Rd Gambrills (AA Co) Md 21054
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>

RECORD FEE 13.00
POSTAGE .50
#629520 0777 R03 T14:23
04/04/90

Dated: April 2, 1990

Sears, Roebuck and Company, ERLE SCHAFER
Name of Secured Party AA CO. CIRCUIT COURT

[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

BS

A.A. Co
13 50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 413

Page No. 392

Identification No. 227569

Dated Aug 23 1979

1. Debtor(s) { Thomas Tracey & Barbara Tracey
Name or Names—Print or Type
8009 Bechaven Ave Pasadena (AA Co) 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>

RECORD FEE 13.00
POSTAGE *CK* .50
#629510 C777 R03 T14:23
04/04/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: April 2, 1990 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)

13.50

A.A.Co
13.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 426

Page No. 477

Identification No. 233157

Dated June 26 1980

1. Debtor(s) { Robert E Sugg & Joyce M Sugg
Name or Names—Print or Type
107 Oak Spring Dr Glen Burnie (AA Co) Md 21061
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

{ Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 13.00

POSTAGE CK .50

#629530 0777 R03 T14:23

04/04/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Dated: April 2, 1990

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

17/8

AA Co
13.50

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 414

Page No. 71

Identification No. 227830

Dated Sep 5 1979

1. Debtor(s) { Truman E Smith & Grace E Smith
Name or Names—Print or Type
8116 Telegraph Rd Severn (AA Co) Md 21144
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"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECORD FEE 13.00
POSTAGE *CK* .50
#629540 C777 R03 T14:24
04/04/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: April 2, 1990 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)

13-8

A A Co
13.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 428

Page No. 501

Identification No. 234056

Dated Aug 25 1980

1. Debtor(s) { William A Schickton & Doris V Schickton
Name or Names—Print or Type
594 Hammonds Lane Baltimore (AA Co) Md 21225
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>

RECORD FEE 13.00
POSTAGE *CK* .50
#629550 CTT7 R03 T14:24
04/04/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: April 2, 1990

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)

13-50

A.A.Co
13.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 428

Page No. 500

Identification No. 234055

Dated Aug 25 1980

1. Debtor(s) { Mary D Staton
 Name or Names—Print or Type
8031 Bosley Ct Glen Burnie (AA Co) Md 21061
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 12.00
POSTAGE .50
#629500 0777 R03 714:22

<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>

04/04/90
ERLE SCHAFER
AA CO. CIRCUIT COURT

RECORD FEE 13.00
POSTAGE .50
#629490 0777 R03 714:22
04/04/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: April 2, 1990

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)

1215

A.A. Co
1250

551 212

280487

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

3. Maturity date (if any): 25.00

1 Debtor(s) (Last Name First) and address(es)
Mid-Atlantic Centers Limited Partnership, a Maryland limited partnership, c/o Mark J. Einstein, Legg Mason Realty Capital, Inc. 7 E. Redwood St., 16th Floor Baltimore, Maryland 21202

2. Secured Party(ies) and address(es)
Crown Life Insurance Company 120 Bloor Street East Toronto, Canada M4W 1B8

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

RECORD FEE 23.00
POSTAGE .50

88-1485 0777 003 T14:12

5. Assignee(s) of Secured Party and Address(es)
CKI 1989 04/04/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

8
A 11:37

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

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:
Secretary of State
- Maryland

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

Mid-Atlantic Centers Limited Partnership,
a Maryland limited partnership

(See signature page attached hereto and made a part hereof.)

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

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

(For Use In Most States)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

554 213

SIGNATURE PAGE TO UCC-1 FINANCING STATEMENT

DEBTOR: Mid-Atlantic Centers Limited Partnership

SECURED PARTY: Crown Life Insurance Company

MID-ATLANTIC CENTERS LIMITED PARTNERSHIP,
a Maryland limited partnership

BY: FW REALTY LIMITED PARTNERSHIP,
a D.C. limited partnership,
General Partner

BY: FW CORPORATION, a D.C. corporation,
General Partner

BY: Jack Roberts
~~(Vice)~~ President

ATTEST: Jeffrey R. Katcher
(Assistant) Secretary

(CORPORATE SEAL)

schedule cJL/tc
Number 88-1185

DESCRIPTION AND RECITAL

ALL THAT CERTAIN tract of land with various improvements erected thereon.

SITUATE on the Northwest corner of the intersection of Lincoln Highway East (L. R. 215) U. S. 30 and Eastbrook Road (L. R. 36011) PA. 896 in East Lampeter Township, County of Lancaster, Commonwealth of Pennsylvania, as the same appears on Final Plans numbered 2555 and 2555B prepared by N. M. Lake & Associates, Inc., Civil Engineers and Land Surveyors, Willow Street, Pennsylvania, and recorded in the Office of the Recorder of Deeds, in and for Lancaster County, Pennsylvania, in Subdivision Plan Book J, Volume 152, page 139 and in Subdivision Plan Book J, Volume 159 page 98, and in As-Built Survey number 2555D prepared by N. M. Lake & Associates, Inc., dated September 28, 1987 and revised November 18, 1988 and December 19, 1988 bounded and described as follows:

BEGINNING at a point in the center line of Eastbrook Road (L. R. 36011) PA. 896 5.83 feet North of the center line intersection of Lincoln Highway East (L. R. 215) U. S. 30 and Eastbrook Road (L. R. 36011) PA. 896; thence (1) along and in Lincoln Highway East (L. R. 215) U. S. 30 and parallel to and 5.00 feet North of the center line of Lincoln Highway East (L. R. 215) U. S. 30 North 61 degrees, 43 minutes, 30 seconds West 595.60 feet to a point; thence (2) South 30 degrees, 11 minutes, 14 seconds West 5.00 feet to a point in the center line of Lincoln Highway East (L. R. 215) U. S. 30; thence (3) in and along the center line of Lincoln Highway East (L. R. 215) U. S. 30 North 61 degrees, 43 minutes, 30 seconds West 304.77 feet to a point at the Southeast corner of lands of Clarence W. and Wanda G. Hinden; thence along lands of Hinden the following three courses and distances: (4) North 28 degrees, 31 minutes, 58 seconds East 226.70 feet to a 5/8" iron pipe found; thence (5) South 62 degrees, 22 minutes, 22 seconds East 123.85 feet to an iron pipe found; thence (6) North 27 degrees, 39 minutes, 26 seconds East 537.47 feet to an iron pipe found in line of lands of Leah Marie Kresge; thence (7) along lands of Kresge and lands of Jonathan F. and Katie B. King, respectively, South 86 degrees, 48 minutes, 35 seconds East 281.89 feet to a point in or near the center line of Eastbrook Road (L. R. 36011) PA. 896; thence (8) in and along the center line of Eastbrook Road (L. R. 36011) PA. 896 South 02 degrees, 35 minutes, 59 seconds East 1025.34 feet to the point of beginning.

BEING as to a portion the same premises which Pennsylvania Guernsey Breeders Association, a non-profit corporation, by Deed dated November 17, 1986 and recorded November 18, 1986 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, in Deed Book "O" Volume 96 page 577, granted and conveyed unto Quality Centers/Lancaster, Ltd., a Florida Limited Partnership, its successors and assigns.

Schedule "c" consists of 2 page(s).

schedule C continued

JL/tc

Number 88-1185

BEING as to a portion the same premises which Ronald D. Naponic, by Mark A. Gregg, Trustee in Bankruptcy, of the City of Johnstown, Cambria County, Pennsylvania by Deed dated December 4, 1986 and recorded December 12, 1986 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Deed Book "U" Volume 96 page 13, granted and conveyed unto Quality Centers/Lancaster, Ltd., a Florida Limited Partnership, its successors and assigns.

BEING as to the remaining portion the same premises which Elizabeth H. Lannigan, Individually and as Attorney-In-Fact for Samuel Lannigan, her husband by Deed dated November 7, 1986 and recorded November 18, 1986 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Deed Book "O" Volume 96 page 582, granted and conveyed unto Quality Centers/Lancaster, its successors and assigns.

UNDER AND SUBJECT to certain Restrictions, Rights and Deed of Easements of record.

Schedule "c" consists of 2 page(s).

DEBTOR: Mid-Atlantic Centers Limited Partnership,
a Maryland limited partnership

SECURED PARTY: Crown Life Insurance Company

This financing statement covers the following types and items of property:

(a) All fixtures, machinery, equipment, furnishings, appliances and other articles of real, personal or mixed property at any time owned by Debtor and delivered or attached to or situate or installed in or upon the real estate described in Exhibit "A" or the buildings and improvements now or hereafter erected thereon, whether or not such real, personal or mixed property is or shall be affixed to the same; all replacements thereof and substitutions therefor, as well as the proceeds thereof; and any other property or property rights used or useful in connection with the operation of the said real estate and improvements.

(b) all monies due and to become due under, and all of Debtor's right, title and interest in, to and under, any lease or leases now or hereafter affecting the aforesaid real estate and improvements.

(c) All building permits and other municipal permits and approvals issued by any governmental authority with respect to all or any portion of the real estate.

(d) All plans, drawings, renderings and specifications with respect to the above described real estate and any improvements constructed or to be constructed thereon.

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)

APCOA, Inc.
25550 Chagrin Blvd.
Cleveland, Ohio 44122

2 Secured Party(ies) and address(es)

Citicorp North America, Inc.,
as Agent
1300 E. 9th Street
Bond Court Building
Cleveland, OH 44114
Attn: Paul Steiger

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

RECORD FEE 21.00
POSTAGE CK .50

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

All of the Debtor's existing and future right, title and interest in and to the property described on Schedule I attached hereto and made a part hereof.

#581530 0777 R01 114:17

05/10/89

H. ERLE SCHAFER

Filing within multiple jurisdictions within the State of Maryland/Paid \$1,657.60 to the Office of the Maryland State Department of Assessment & Taxation.

RECORD FEE 10.00

Debtor's local address: BWI Airport, Anne Arundel County, Maryland

541-197

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of original sheets presented: 50
 This financing statement is to be indexed in the real estate records of the county in which the real estate is situated.

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

Baker & Hostetler, Center, Cleveland, OH 44114

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: 3/22 1990

By: Citicorp North America, Inc. Paul H. Steiger
CITICORP NORTH AMERICA, INC. Paul H. Steiger
Circuit Court

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 on acknowledgment. FORM UCC-1

MARYLAND

File No.: _____

Date: _____

Hour: _____

FINANCING STATEMENT

RECORD FEE 17.00

POSTAGE GK .50

RECEIVED 0345 PM 11:04

04/05/90

H. ERLE SCHAFER

DA CO. CIRCUIT COURT

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

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

This financing statement dated 4/2/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILD BIRD CENTERS OF AMERICA, INC.

Address 7687 MacArthur Boulevard, Cabin John, MD 20818

2. SECURED PARTY

SARA J. LOVING

Return To: P. O. Box 113, 14 Shore Walk Road, Riva, MD 21140
Person and address to whom Statement is to be returned if different from above

3. Maturity date of obligation (if any) This form is to be renewed every twelve years.

4. This financing statement covers all furniture, fixtures, equipment, supplies, patient list and files, leasehold interest and improvements, accounts receivable, and all other things used in the business known as Wild Bird Center of Annapolis. (See Appendix "A")

13
4

CHECK "X" LINES WHICH APPLY

- 5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is good which are or are to become fixtures). The above described goods are affixed or to be affixed to: (describe real estate).
- All merchandise purchased for, or in anyway related to, the business conducted at above-mentioned premises.
- (Proceeds of collateral are also covered).
- (Products of collateral are also covered)

Reference is made to a one and certain Security Agreement between the Debtor and the Secured Party, executed simultaneously with the execution of this Financing Statement.

DEBTOR, By:

George H. Petrides
George H. Petrides, President

SECURED PARTY:

Sara J. Loving
Sara J. Loving

Office Furniture

2 two-drawer file cabinets	2 postcard racks
1 three-drawer file cabinet	1 cassette rack
2 office chairs	2 wood shelving units
1 stool-type chair	10 small display racks
1 dry sink cabinet	
2 sales counters	
1 step stool	
4 metal display racks	
6 unit gondola-type display rack	
1 seed bin	

Office Equipment

1 two-line telephone	1 price gun w/labels
3 one-line telephones	1 handtruck
2 calculators w/printers	1 oscillating fan
1 coffee machine	1 wet/dry vacuum
1 Royal copier machine	1 Panasonic vacuum
2 wall clocks	1 radio/cassette deck
1 IBM XT computer	3 blackboards
1 computer monitor	1 seed scale
1 Citizen DM printer	2 desk lamps
2 cork bulletin boards	
1 VISA/MC verification machine	
1 printer for V/MC machine	

Miscellaneous Office Supplies

1 case printer tape	file folders
computer paper	envelopes
25+ floppy discs	calculator tape
reference books	plastic bags
copier paper	cassette tapes
pens, pencils, markers	2 cs 17x14 shopping bags
personalized labels	3 cs 11x14 shopping bags
notepads and memo pads	500+ sales tickets
2 scissors	3 rolls packing tape
2 staplers w/staples	1 box rubber bands
desk accessories	4 clipboards
3 self-inking stamps	2 power strips
1 copier toner module	

GAB JPK

Miscellaneous

- | | |
|--|-------------------|
| 1 ornamental flag | 1 awning |
| 1 hand painted wood sign | 1 tripod |
| 1 sandblasted wood sign | 1 smoke alarm |
| 2 artificial Christmas trees | 6 seed scoops |
| 3 strings Christmas lights | 10 wood pallets |
| 3 doormats | paint brushes |
| 15 outdoor display feeders w/access. | cleaning supplies |
| 3 outdoor display birdbaths | trash bags |
| 250 feet outdoor extension cord | sand, salt |
| 2 lighting timers | 4 metal seed cans |
| 2 birdbath heaters | 1 window shade |
| 1 toolbox w/assorted tools | |
| numerous spare parts, nails, screws, etc. | |
| paint, stain, floor cleaner | |
| brooms, mop, dustpans, brushes, towels, etc. | |
| various light bulbs | |
| 1 post hole digger | |
| 2 rental binoculars | |
| 1 cordless screwdriver | |

Leasehold Improvements

- 1 wildlife habitat w/pond
- 1 binocular display case w/locks
- glass shelving
- 15 vinyl/wire shelving units
- 2 outdoor flood lamps
- 5 units track lighting w/15 lights
- 3 spot light fixtures
- 1 burglar alarm

Vehicle

- 1 utility trailer

GHB AR



280490

554 PAGE 222

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 \$

Name of Debtor

Address

Barton Ceilings and Floors, Inc.

1801 D George Avenue
Annapolis, Maryland 21401

SECURED PARTY

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

Attach separate list if necessary

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

All accounts receivable and inventory now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts receivables and inventory.

RECORD FEE 11.00

POSTAGE CK .50

201870 0345 001 709:10

04/06/90

- 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.

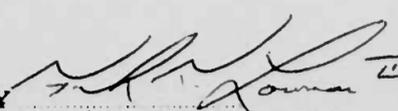
Debtor (or Assignor)
Barton Ceilings and Floors, Inc.

Secured Party (or Assignee)

By: Richard E. Barton, President

FARMERS NATIONAL
BANK OF MARYLAND

By: Dedy M. Barton, Treasurer

BY 
Frank T. Lowman, III
Executive Vice President

Type or print names under signatures

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

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 256074 Dated 4/3/85

Record Reference Liber 483 Page 447-448 B

2. DEBTOR:

Name: R. E. Michel Company, Inc. (Last Name First) RECORD FEE 10.00

POSTAGE CK .50

ADDRESS: 832 J. Oregon Avenue - Linthicum, Maryland 21094 #30600 CTTT R03 T09:27
04/06/90

3. SECURED PARTY IS:

H. ERLE SCHAFER
AA CO.-CIRCUIT COURT

NAME: Union Trust/Md - Now known as Signet Bank/Maryland

ADDRESS: Baltimore & St. Paul Streets - Baltimore, MD 21203

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

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

RETURN TO: DEBTOR'S ADDRESS

*SEE ABOVE

SECURED PARTY

Signet Bank/Maryland

BY: Martha A. Hackett, VP. (TITLE)

DATED: 3/5 .19 90

15.00

AA Co.

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 256034 Dated 4/3/85

Record Reference Liber 483 - Page 487-⁴⁹¹~~487~~

2. DEBTOR:

Name: R. E. Michel Company, Inc
(Last Name First)

ADDRESS: 1801 McGuckian Street - Annapolis, Maryland 21404

3. SECURED PARTY IS:

NAME: Union Trust/Md - Now known as Signet Bank/Maryland

ADDRESS: Baltimore & St. Paul Streets - Baltimore, MD 21203

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

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

RETURN TO: DEBTOR'S ADDRESS
*SEE ABOVE

RECORD FEE 10.00
#630610 0777 R03 709:28
GK 04/06/90

SECURED PARTY

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Signet Bank/Maryland

BY: Martha H. Hackett, OP
(TITLE)

DATED: 3/5, 1990

10

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) Northward Corporation dba Pasadena Rentals & Sales 8004 Jumpers Hole Road Pasadena, MD 21122	2. Secured Party(ies) and address(es) White Outdoor Products Company 5965 Grafton Road P.O. Box 360900 Cleveland, OH 44136	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #630620 0777 R03 T09:28 5. Assignee(s) of Secured Party and Address(es) 04/06/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT
---	---	---

4. This financing statement covers the following types (or items) of property:
 All of the debtor's inventory, now or hereafter acquired, financed by White Outdoor Products Company, its successors and assigns, and consisting of: new equipment manufactured, distributed or sold by White Outdoor Products Company; used equipment, including trade-ins and returned and/or repossessed equipment, of whatever manufacture; attachments accessories and parts therefor; and the proceeds thereof.

Not subject to Recordation Tax

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

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

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

Filed with:
 Clerk of the Circuit Court,
 Anne Arundel County, MD

~~Northward Corporation dba Pasadena Rentals & Sales~~ WHITE OUTDOOR PRODUCTS COMPANY

By: Reese W. Diggs Jr. (Signature) of Debtor(s) By: Carmella Duce (Signature) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM FORM UCC-1.

280492

BOOK 55A PAGE 226

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) W. D.P. B. Inc., T/A Denny's Restaurant 1803 Edgewood Rd. Edgewood, MD 21040	2 Secured Party(ies) and Address(es) N. Wasserstrom and Sons 2300 Lockbourne Road Columbus, Ohio 43207	3 For Filing Officer (Date, Time, Number, and Filing Office)
---	--	---

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

Restaurant Fixtures Equipment Per Contract
See Attached

Denny's Restaurant
RT 175 & Disney Rd.
Odenton, MD 32133

RECORD FEE 26.00
POSTAGE *OK* .50
#630630 0777 R03 T09:29
04/06/90
H. -ERLE SCHAFFER
AA CO. CIRCUIT COURT

Check if covered: Products of Collateral are also covered

No. of additional sheets presented:

Filed with

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

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

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

Filing Office Copy—Alphabetical

STANDARD FORM
COMMERCIAL CODE UCC-2

This form of financing statement is
approved by the Secretary of State

Revised, Am. S.B. 161, Eff. 3/15/82
anderson publishing co. cincinnati, ohio 45201
(Reprinted 7/81)

Waitress Station "L" shaped

Waitress station 2'0" x 6'0" partition by G.C.

Cashiers stand curved with glass display area

Lunch counters

Wainscott w/formica honeytone teak

Oak trim as per Denny's plan C-19

Menu Boxes

1 lot boothes with permanent channel inside backs and removable seats, fabric backs, outside backs and end panels to be Maharam "hunter/nutmeg"

1 lot table tops with 1 1/2 self edge w/ red corners, angled front, drop leaf

Table bases

Counter Stools Bertolini

Arm chairs with Maharam "hunter/nutmeg" fabric seat and back, oak frame with watco medium walnut stain

Counter stool bases

Chrome wall valet with shelf, hanging rod and permanent hangers

Desk top w/ drawer

Wall cabinet 12" x 48"

Work top assembly 24" x 78"

Vanities 21" x 60" (sinks by others)

Booth divider 18'0" x 4'6" with removable panels, formica

Settee planter 10'6"

Corner Planter 4'6" x 2'3"

Oak caps and trim

Incoming freight	Heat lamps
Site visits by engineer	Waitress call system
Installation per purchase agreement	Milk dispenser
Installation (refrigeration)	Sinds MFG: Polarware
Salad Base refrigerator	Faucets MFG: Chicago Model
Glass filler	Coffe Makers: Bunn o matic
Refrigerator Base	Leg extension kit
Refrigerator base	Soup bowl dispenser amf/wyott
Dishwasher	Soup warmers
Pressure regulating valve and gauge	Roll warmer: Toastmaster
Fisher pre rinse w/ wall bracket	Microwave oven: Amana
Walk in cooler/freezer combination	Dishware dispenser
Walk in freezer shelving Hodges with epoxy finish	Glass filler facuet
Ice Maker w/ mounting kit, bin	Dipperwell assembly
Range MFG	Ice cream cabinet
Fryers - wells full size baskets & 4" plastic asjustable legs	Ice cream syrup rail wester pioneer
Fryer w 2 1/2 size baskets & 4' plastic legs	3 spindle drink mixer
Slicer MFG	Pie case, pie storage cabinet
Reach in refrigerator S/S doors hinged left, 2 extra shelves	Wall mounting brackets for #B68
Set of casters	Coffe warmers:Bunn o matic
Hot food welss with drains	Silverware holders
Faucet MFG	Roll warmer
Microwave oven with touch pad controls	Can opener
Cutting Boards	Dry storage shelving
Open burner assembly Jade Range	ACL-FILCO Envior-Miser (EM-3) outdoor multi curcuted air cooled package refrigeratio system with tecumseh heretic compressors,
Groved griddle by Jade Range	Hobart PD-35 & accessories
Griddle MFG: Jade Range	Hi Chair cabinet
Griddle gas	Waitress pick up counter
	Waitress service station cabinet only w/doors

Rack slide assemblies
 Ice bin w/plastic cover
 1 Year labor warranty on refrigeration
 S/S Rack slides
 Can glides
 Delivery per purchase agreement
 Incoming freight
 Site visits by engineer
 Installation per purchase agreement
 Installation (refrigeration) estimated sales tax (not included)
 Wall flashings 72 x 84
 Egg station
 Fryline Counter
 Fryer base w/4 drawers
 Freezer Base w/ microwave overshelf
 Refrigerator base w/2 drawers, 1 door
 Freezer base w/ one door
 Refrigerated base w/4 drawers and 1 door
 Wall shelving 12 x 60
 Front Cooking Counter w/ backsplash
 Base Refrigerator w/4 drawers
 Pass thru shelf w/heat lamp shelf
 Overshelf wall mount included
 Rack slide assemblies
 Ice bin w/plastic cover
 Trash can assemblies
 Cutting boards
 1 year labor warranty on refrigeration

S/S Rack slides
 S/S can glides
 Delivery per purchase agreement
 Incoming freight (rates fluctuate)
 Site visits by engineer
 Installation per purchase agreement
 Installation Refrigeration
 Wall Flashings 72" x 84"
 Egg Station
 Fryline Counter 22'7" x 3'3"
 Fryer Base 5'0" w/4 drawers
 Freezer Base
 Microwave Overshelf
 Refrigerator Base 5'0" w/ 2 drawers 1 door
 Freezer Base w/ one door
 Refrigerated Base w/4 drawers & 1 Drawer
 Wall shelving 12 x 60
 Front cooking counter 27'2" x 3'3" w/backsplash
 Base Refrigerator w/4 drawers
 Pass thru shelf 17'5" w/ heat lamp shelf
 Overshelf w/ wall mount
 Rack slide assemblies
 S/S Ice bin w/Plastic cover
 Trash can assemblies
 Cutting boards
 1 Year Labor Warranty on refrigeration
 S/S Rack Slides
 S/S can glides included
 Delivery per purchase agreement

Stainless Steel Corner Protectors and Caps

Pot Sink Assembly 7'4" w/3 each sinks and (2) Drainboards, Lever action Wasters (1) faucet

Pot Rack Assembly 7'4" in length Wall Mount Pot Hooks

"U" Shaped soiled Dishtable 110" Long x 99 x 3/4 x 62"

Rack Shelf 110"

Clean Dishtable assembly

Overshelves with right end angled to receive

Preparation table

Straight Overshelves w/ wall mount

Salad Pan Assembly perforated Pan w/handle & Telescoping lids

Hand Sink Guard

Fryline Counter 22'8" long x 3'3" Deep top to have openings for trash chutes, dipperwells, hot food units, cold pans

Fryer Base w/drawers

Microwave overshelf

Refrigerator base

Overshelf w/ wall mount

Trash can assemblies

cutting boards

stainless steel corner protectors and caps

Pot sink assembly w/3 each sinks and drainboards, lever action wastes, 1 faucet

Pot rach assembly

"U" Shaped soiled Dishtable

Rack shelf

Clean Dishtable assembly

Overshelves w/ right end angled to receive

Preparation table

Straight Overshelves w/ wall mount

Salad Pan assembly perforated pan w/handle & Telescoping lids

Hand Sink guard

Stainless Steel corner protectors and caps

Pot sink assembly w/3 each sinks and (2) Drainboards, lever action wastes, 1 faucet

Pot rack assembly 7'6" in length wall mount pot hooks on center

"U" Shaped soiled dishtable w/ quick drain assembly w/ lift out tray, Degree angle filler sound deading, undershelf, pre-rinse sink w/ rack guide

Rack shelf

Dishwasher hood s/s vent collars from dishwasher to ceiling

Clean dishtable assembly w/ long sound deadening material, undershelf, rack slides

Overshelves w/ right end angle to receive, steril sil silver containers

Preparation table

Sink bowls, lever wastes, faucet

Straight overshelves w/ wall mount

Salad pan assembly

S/S Hand Sink gaurd

Wall flashing 72 x 84

Egg Station

Freezer Base

Freezer Base

Refrigerated Base w/4 drawers and one door

Wall shelving 12 x 60

Front Cooking Counter w/ backsplash

Base Refrigerator w/4 drawers

Pass thru shelf

18.50

280493
MARYLAND FINANCING STATEMENT

554 232

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

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

1. LESSEE Pardners, Inc. T/A Pizza Movers #29
3006 Mountain Road (Name or Names) Pasadena, Maryland 21122
(Address) CPSL 3833

LESSEE _____
(Name or Names)

(Address)

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

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association
Of LESSOR _____
(Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

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

See Attached Schedule A.

RECORD FEE 18.00
POSTAGE *CK* .50
#630670 0777 R03 T09:31
04/06/90
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
Pardners, Inc. T/A Pizza Movers #29

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: *David R. Young* President
(Title)
David R. Young
(Type or print name of person signing)

By: *Donald A. Lounsbury* Credit Manager
(Title)
Donald A. Lounsbury
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return to: **CHESAPEAKE INDUSTRIAL LEASING CO., INC.**
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

18 8



SCHEDULE A

Attached to and made a part hereof Equipment Lease No. CFSL 3833
 dated March 27, 1990.

<u>Quantity</u>	<u>Description</u>
1	- Penn Walk-in Cooler - 9'7" x 11'6" x 8'½" Self-contained with 2 - 3/4 H.P. Compressors 208V - 3 phase - Delivered and erected
1	- Middleby Marshall Double Pizza Oven - Model PS360 Demo and Hook-up
1	- Telephone Order Table - 1-TOT-96
1	- Telephone Order Table Shelf - 1-TOT-S
1	- Sheet Pan Wall Shelf - SPS-48
1	- Dough Table Filler - 2-DT-A-24
1	- End Splash - 2-DT-ES
1	- Corner Dough Table - 2-DT-B-48
1	- Dough Table - 2-DT-C-48
1	- Right Hand Dough Table - 2-DT-D-48R
1	- Back Panels - 2-SG-30
1	- Back Panels - 2-SG-84
1	- Logo - 2-SG
1	- S.S. Wall Panel - 2-WP-60
1	- Pizza Prep Table - 3-PMP-96
1	- Complete Scale Kit - 3-SK-A
1	- Pizza Cutting Table - 4-PCT-72
1	- Hot Holding Table - 5-HHT-4L-57
1	- Vent Heat Hood - 7-VHH-82x62
1	- 3 Compartment Sink Straight - 11-3CSS108
1	- Faucet - 11-F-B231
1	- Prerinse - 11-F-B133
1	- Prerinse Bracket - 11-F-B109
1	- Add A Faucet - 11-F-B156
1	- Duct Work including Fresh Air, Exhaust & Hanging Hood

SCHEDULE A (Continued)

554 PAGE 234

<u>Quantity</u>	<u>Description</u>
4	- Amco Zinc Plated Shelves - Model 18-60ZPSH
2	- Amco Zinc Plated Uprights - Model 18- 75ZP
8	- Amco Stainless Steel Shelves - Model 18-60SSSH
4	- Amco Stainless Steel Uprights Model 18-75SSST
1	- Amco Polygard Platform - Model P1224PG
3	- William Holt Aluminum Dunnage Racks - Model ALSQ4-12
1	- Edlund Can Opener - #1
1	- Edlund 32 oz. Portion Control Scale - Model SR 2
1	- Edlund 25 lb. Scale
1	- Sensor Scale - Model A200
1	- World Thermo Curtain
1	- Latham Time Clock
1	- 25 Slot Time Card Rack
1	- Cs. 1000 Time Cards
1	- Can Rack w/top - 72 Cans - Model 1225 14 gauge
2	- Towel Holders - #53W
1	- Cs. Paper Towels - #IL36
2	- Grote Dough Dockers
20	- TCB Pizza Pouches
30	- TCB Pizza Screens - 12"
30	- TCB Pizza Screens - 16"
2	- Dexter Dough Scrapers - #S-196
2	- Dexter 4" Pizza Cutters - #P177A
2	- A.M. Aluminum Pizza Peels - #3512
1	- A.M. Pizza Rack - #19029
1	- Hamilton Beach Disher - #24
2	- Prolon Portion Saver Ladles - 4 oz.
2	- Vollrath Spootles - 8 oz.

SCHEDULE A (Continued)

BOOK 554 PAGE 235

<u>Quantity</u>	<u>Description</u>
2	- Sparke 48" Order Bars - #OSR-4
2	- Cooper Pocket Thermometers
1	- Rubbermaid Mop Bucket 26 qt. - #6111-88
1	- Rubbermaid Mop Press - #6121
1	- 24 oz. Mop Head w/handle - #19731 & #19801
2	- Rubbermaid Trash Containers - #3569
4	- Rubbermaid Trash Containers - #2947
2	- Rubbermaid Trash Container Lids - #2662
4	- Rubbermaid Trash Container Lids - #2672
12	- Cambro Food Pans - #CW16
12	- Cambro Food Pan Covers - #CWC10
6	- Cambro Food Pans - #CW26
6	- Cambro Food Pan Covers - #CWC20
6	- Cambro Food Pans - #CW36
6	- Cambro Food Pan Covers - #CWC30
2	- Soap Dispenser - Hand Liquid
1	- Test Paper - B-J - Chlorine
2	- Refrigerator/Freezer Thermometers
1	- Washer & Dryer
8	- Ceiling Lights

Approved and agreed to this 27th day of March, 1990

Lessee: Pardners, Inc. T/A
Pizza Movers #29

Lessor: Chesapeake Industrial Leasing Co., Inc.

By: *[Signature]*

By: *[Signature]*

53

PARTIES

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

Raub Supply Co., Inc.
8346 Washington Blvd.
Jessup, MD. 20794

1

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

1a

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

1b

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

Bucks Co. Bank & Trust
P.O. Box 67
Perkasie, Pa. 18944

2

Special Types of Parties (check if applicable):

The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

Debtor is a Transmitting Utility.

3

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):

Carol Phillips pla

4

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
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):

554 PAGE 236

RECORD FEE CK 12.00
POSTAGE .50
#330680 CT77 R03 T09:32
04/06/90

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

- Secretary of the Commonwealth.
- Prothonotary of _____ County.
- Real Estate Records of _____ County. 6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 8

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. 277556 filed with the:

- Secretary of the Commonwealth on (date) _____
- Prothonotary of Hanne Arundel County on (date) 6/6/89
- Real Estate Records of _____ County on (date) _____

9

DESCRIPTION OF FINANCING STATEMENT CHANGE

- Continuation - The original Financing Statement identified above is still effective.
- Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
- Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
- Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
- Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

Servilease Corp.
120 Wyoming Ave.
Scranton, Pa. 18503

11

RETURN RECEIPT TO:

SERVILEASE CORPORATION
120 WYOMING AVENUE
SCRANTON, PA. 18503

12

BOOK 554 PAGE 237

THIS IS TO CERTIFY THAT THIS IS
A TRUE AND CORRECT COPY OF
THE ORIGINAL DOCUMENT.

Bucks County Bank

P. O. BOX 67
PERKASIE, PA. 18944-0067

THIS 7th DAY OF March 1990

Trisha L. Sheptak

RESTRICTED POWER OF ATTORNEY

TO WHOM IT MAY CONCERN:

Bucks County Bank and Trust Company does hereby duly appoint Carol Phillips its attorney-in-fact to sign all Uniform Commercial Codes and required documents that may be necessary in order to assign secured transcripts (UCC filings) to Servilease Corporation on the equipment lease as listed below.

Raub Supply Co., Inc.

Bucks County Bank and Trust Company further agrees to indemnify and save the State of Maryland/Anne Arundel County harmless from responsibility which might accrue from the assignment of said Uniform Commercial Codes.

FURTHER, THIS POWER OF ATTORNEY SHALL BE RESTRICTED SOLELY FOR THE PURPOSE OF ASSIGNING UNIFORM COMMERCIAL CODES-SECURED TRANSCRIPTS ON EQUIPMENT LEASES CURRENTLY IN THE NAME OF BUCKS COUNTY BANK AND TRUST COMPANY, AND SHALL BE CONSTRUED TO GIVE AUTHORITY TO ASSIGN OUR INTEREST FROM BUCKS COUNTY BANK AND TRUST COMPANY TO SERVILEASE CORPORATION.

BUCKS COUNTY BANK AND TRUST COMPANY

BY: Richard A. Mitstifer
Richard A. Mitstifer
Administrative Vice President

WITNESS my hand and seal affixed
at _____ on
the 7th day of March;
19 90.

Trisha L. Sheptak
Notary Public

NOTARIAL SEAL
TRISHA L. SHEPTAK, NOTARY PUBLIC
SCRANTON, LACKAWANNA COUNTY
MY COMMISSION EXPIRES NOVEMBER 8, 1993

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. 264031 recorded in Liber 503 Folio 359 on 10/1/86 at Anne Arundel County

1. DEBTOR(S): Robert L Thomas & Susan H. Thomas T/A Glen Burnie Texaco
ADDRESS(ES): 7237 Ritchie Highway Glen Burnie, MD 21061
1490 W. Patapsco Ave. Baltimore, MD 21230
2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION:
ADDRESS: MAILSTOP: ; Post Office Box 987, Baltimore, Maryland 21203
Person and Address to whom Statement is to be returned (if different from above):
Robert L Thomas 6128 5th Avenue South St Petersburg, Florida 33707
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)
3. CONTINUATION. The original Financing Statement referred to above is still effective.
4. [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
a. Not subject to Recordation Tax.
b. Subject to Recordation Tax on an initial debt in the principal amount of \$. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to .
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.

RECORD FEE 10.00
POSTAGE GK .50
#630870 0777 R03 109:46
04/06/90
H. ERLE SCHAFER
AA CO; CIRCUIT COURT

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

BY: _____ (SEAL)

BY: _____ (SEAL)

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

SECURED PARTY: Maryland National Bank

BY: Ruth F. Riley (SEAL)

Ruth F. Riley, AVP
(Type Name and Title)

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

207-126 REV. 4/86

1508



FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Scott D. Bradshaw

Chesapeake Mobile Court #43
Hanover, Maryland 21076

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

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

USED 1985, Liberty Homes, 52 X 14, Mobile Home
Serial # 08-L-55299

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

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

RECORD FEE 11.00

POSTAGE .50

#630920 CTT7 R03 T09:58

04/06/90

Debtor

Scott P. Bradshaw

Secured Party

JOHN HANSON SAVINGS BANK FSB

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

By

Kathryn Riley

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.

MSU

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 HARLEY-DAVIDSON OF ANNAPOLIS
Address 1929 LINCOLN DRIVE, ANNAPOLIS MD

2. SECURED PARTY

Name Sunnen Products Company
Address 7910 Manchester Avenue
St. Louis, Missouri 63143

RECORD FEE 11.00
POSTAGE .50
#631090 C777 R03 T10:12
04/06/90
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)

LAB 1699 HONING MACHINE #25213
RF 300 DISCISION GRGE #22955
MFC 200 Lamb.

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: Karl E. Fischer Pres.

Type or Print Above Name on Above Line

Signature of Debtor: Margaret V. Fischer

Type or Print Above Signature on Above Line

Signature of Secured Party: Les McKee

(Signature of Secured Party)

Les McKee - Manager

Type or Print Above Signature on Above Line

11/50

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Wilton B. Duley, IV

Chesapeake Mobile Court #42
Hanover, Maryland 21076

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

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

USED 1985, Liberty Homes, Mobile Home, 70 X 14
Serial # 08-L-55034

RECORD FEE 11.00

POSTAGE .50

#631160 C777 R03 T10:14

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

CK 04/06/90

H. ERLE SCHAFFER

AA CO. CIRCUIT COURT

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

Debtor

Wilton Beall Duley IV

Secured Party

JOHN HANSON SAVINGS BANK FSB

By Kathryn Raley

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.

118

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280498

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

If transaction or transactions wholly or partially subject to 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 & J Contracting, Inc.
Address 823 Fairview Avenue, Linthicum Heights, MD 21090

2. SECURED PARTY

Name James Madison Financial Corporation
Address 6832 Old Dominion Drive, McLean, VA 22101

Person And Address To Whom Statement Is To Be Returned 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 1979 20 Ton P&H Omega Rough Terrain Crane w/ 102' Telescoping Boom & GMC Diesel
14 Used Access Engineering Satellite Elevating Work Platforms
450 Mast Tower Sections
100 Platform Extensions

Name and address of Assignee RECORD FEE 11.00
CK

Lessee is not authorized to dispose of leased equipment.
This is a conditional sales contract not subject to recording tax.

#631170 C777 R03 T10:15
04/06/90
H. ERLE SCHAEFER
CIRCUIT COURT

Lease #90-017

CHECK THE LINES WHICH APPLY

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

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

J & J Contracting, Inc.

James W. Goode Pres.
(Signature of Debtor)

James W. Goode
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

(Signature of Secured Party)

Dennis B. Kohan

Type or Print Above Signature on Above Line

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.
W. G. L. Co. FORM 0-6052A

Check below if goods are or are to become fixtures. TAX NO.

For Filing Officer Use	
File No.
Date & Hour

TO BE RECORDED IN LAND RECORDS

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement LIBER 423 FOLIO 240
Date of Filing March 13, 1980 - 11:04 a.m.
Record Reference

1. Debtor(s) { Albert J. Giuffreda
Name or Names—Print or Type
7 Dental Road, Edgewater, Maryland 21037
Address—Street No., City - County State Zip Code

2. Secured Party { Washington Gas Light Company
Name or Names—Print or Type
1100 H Street, N.W., Washington, D.C. 20005
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) April, 1990

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective. RECORD FEE 10.00
#631250 0777 003 710:22
- 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. POSTAGE .00
04/06/90
H. ERLE SCHAFFER
- RELEASE
From the property described in the original Financing Statement identified above the property described below is released. POSTAGE .50
AA CO. CIRCUIT COURT
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above. POSTAGE .50
04/06/90
- OTHER

RETURN TO:

Debtor (s) or assignor (s)

Washington Gas Light Company (SEAL)

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

T. C. HOCHSTEIN, Manager

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

(Type or print name under signature)

105

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

Check below if goods are
or are to become fixtures.

TO BE FILED IN THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

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 ~~Sept. 29, 1985~~ April 9, 1986 Record Reference Liber 496 at folio 546
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
H.L.P., Inc.	723	Second St.	Annapolis	MD

Name of Secured Party or assignee	No.	Street	City	State
McNasby Oyster Company, Inc.	P.O.Box 86		Annapolis	MD

CHECK APPLICABLE STATEMENT

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

After recording, return to
 William M. Hoffman, Jr.
 Linewes and Blocher
 1910 Wayne Avenue
 Box 8728
 Silver Spring, Maryland 20907

RETURN TO:

RECORD FEE 10.00
 POSTAGE *CK* .50
 #631290 C177 R03 T10:45

04/06/90

Debtor(s) or assignor(s)
H.L.P., Inc.

McNasby Oyster Company, Inc. *H. ERLE SCHAFER*
John A. Turner *PROV. CIRCUIT COURT*
 (Seal)
 (Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Type or print name under signature)

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

1000
1/2

Not to be Recorded in Land RecordsNot subject to Recordation TaxPrincipal amount of debt secured
is: \$ 500,000.00

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.

FINANCING STATEMENT

1. Debtor:

STANLEY S. HALLE

Address:1714 South Harbor Lane
Annapolis, Maryland 214012. Secured Party:

MAXIMUM SAVINGS BANK, FSB.

Address:5530 Wisconsin Avenue
Suite 1250
Chevy Chase, MD. 20815

RECORD FEE 13.00

POSTAGE .50

#818940 0055 001 11:00

04/05/91

3. Trustees:J. MARTIN KLINE, JR. and
R. P. GUDBRANDSENAddress:5530 Wisconsin Avenue
Suite 1250
Chevy Chase, MD. 20815

4. This Financing Statement covers:

(a) All of the right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed, or not; and,

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities

3

erected or to be erected upon or about the premises hereinafter described; and,

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and,

(d) All contracts for the sale of the premises hereinafter described; and,

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

- 5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee(s) named above and recorded or intended to be recorded among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.
- 6. Proceeds of collateral are covered by this Financing Statement.
- 7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described in "EXHIBIT A", attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.

Debtor:

Stanley S. Halle
STANLEY S. HALLE

Secured Party:

~~MAXIMUM SAVINGS BANK, FSB~~

BY: _____

Title: _____

To The Filing Officer:

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

Maximum Savings Bank, FSB
5530 Wisconsin Avenue
Suite 1250
Chevy Chase, MD. 20815
ATTEN: Kathleen Flaherty

EXHIBIT "A"

Lot numbered One Hundred Forty-Seven (147) in the subdivision known as "Plat 2 of 4, The Downs, Section 15" as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 74 at Plat 18; TOGETHER WITH an undivided one-fifth interest in that .09308 acre parcel of land shown as a "Common Drive" 'C' on a plat entitled "Section 15, The Downs" recorded among the Land Records of Anne Arundel County in Plat Book 74, page 18.

Premises Address: 810 Coach Way, Annapolis, Maryland 21401

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

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 April 4, 1990 (the "Deed of Trust") executed by the Indemnitor for the benefit of Joseph A. Hulseberg and Alan A. Lancaster, 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 Indemnity 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 ⁵⁵¹ to the ²⁵⁰ Property, substitutions therefor, and renewals and replacements thereof.

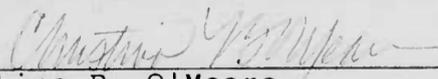
5. The Indemnitor certifies that no Recordation Tax is payable in connection with the recording of this Indemnity Financing Statement.

6. The Indemnitor is the record owner of the Land described in Exhibit A.

INDEMNITOR:

LOB, INC.

By


Christina B. O'Meara
Vice President

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

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

PROPERTY DESCRIPTION

BOOK 554 PAGE 251

ALL those lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Phase Nos. 1 through 13, inclusive, as shown on a Plat entitled, "Phase Plat, Lions Gate, A Future Condominium Subdivision", which Plat is recorded among the Land Records of Anne Arundel County in Condominium Book E-42, page 43.

TOGETHER WITH the use in common with others of those Recreation Areas designated as "A, B, C, D, E, F, G, H, I, J and K", as shown on the Plat entitled "Amended Plat, A Condominium Subdivision, Lions Gate" dated May, 1987, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 115, page 33 (Plat No. 6057), pursuant to the Declaration of Covenants, Conditions and Restrictions of Lions Gate Homeowners Association dated July 20, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4895, folio 469.

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202

1900546

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: LIONSGATE JOINT VENTURE
c/o Ms. Christina O'Meara
273 C Peninsula Farm Road
Arnold, Maryland 21012
- 2. NAME AND ADDRESS OF SECURED PARTY: CITIZENS BANK OF MARYLAND
14401 Sweitzer Lane
Laurel, Maryland 20707
Attn: Paul G. Brown

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 buildings, 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 (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 (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.

RECORD FEE 18.00
 BUILDING 350.00
 POSTAGE CK .50
 SECURITY CASE 001 T11:17
 04/04/90

18-
 30050

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

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

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

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

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

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

5. The Debtor certifies that recordation tax on the principal amount of \$50,000 is payable to the Circuit Court of Anne Arundel County, Maryland in connection with the recording of this Financing Statement.

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

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

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

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

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

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

5. The Debtor certifies that recordation tax on the principal amount of \$50,000 is payable to the Circuit Court of Anne Arundel County, Maryland in connection with the recording of this Financing Statement.

6. LOB, Inc. is the record owner of the Land described in Exhibit A.

BOOK 554 PAGE 254

DEBTOR:

LIONSGATE JOINT VENTURE

By: LOB, Inc., Partner

By *Christina B. O'Meara*
Christina B. O'Meara
Vice President

By *John A. Rommel*
John A. Rommel
Partner

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

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

EXHIBIT A

BOOK 551 PAGE 255

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Phase Nos. 1 through 13, inclusive, as shown on a Plat entitled, "Phase Plat, Lions Gate, A Future Condominium Subdivision", which Plat is recorded among the Land Records of Anne Arundel County in Condominium Book E-42, page 43.

TOGETHER WITH the use in common with others of those Recreation Areas designated as "A, B, C, D, E, F, G, H, I, J and K", as shown on the Plat entitled "Amended Plat, A Condominium Subdivision, Lions Gate" dated May, 1987, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 115, page 33 (Plat No. 6057), pursuant to the Declaration of Covenants, Conditions and Restrictions of Lions Gate Homeowners Association dated July 20, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4895, folio 469.

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202

BOOK

554 PAGE 256

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280502

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

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

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

This financing statement Dated 4/2/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DALLAS E SHARPS

Address 64A MILLSWAMP RD EDGEWATER MD 21037

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY

ANNAPOLIS, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#630710 C777 R03 T09:35
04/06/90

3. Maturity date of obligation (if any) H. ERLE SCHAFER

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

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174

1	NEW	KUBOTA	TRACTOR	MN# G1800	SN# 10169
1	NEW	KUBOTA	MOWER 54	MN# RC54-G20	SN# 10721

KUBOTA CONTRACT# 13400-730520

CHECK THE LINES WHICH APPLY

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

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

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

Dallas E Sharps
(Signature of Debtor)

DALLAS E SHARPS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party) REC-TREAS.

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

1150

NOV 554 257

280503

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)

Ralph George
9989 Guilford Road
Jessup, Maryland 20794

2 Secured Party(ies) and Address(es)

Beltway Ford Truck Sales, Inc.
8300 Ardwick Ardmore Road
Landover, Maryland 20785

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

RECORD FEE 11.00
POSTAGE .50

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

1990 Ford F800 serial #1FDXK84A2LVA02507
with 10' Dump Body #89T242788

"Documnet not subject to recordation tax-conditional sales
contract signed by Debtor."

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

Associates Commercial Corp.
1801 McCormick Dr.
Landover, Maryland 20785

#630730 C777 R03 T09:36
04/06/90
H. ERNE STAMPER
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: State of Maryland

1362020

George, Ralph

By:

Ralph George
Signature(s) of Debtor(s)

Beltway Ford Truck Sales, Inc.

By:

Diana Deberry
Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev 12-80

BOOK 554 PAGE 258

280504

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)

Darrell E. Sheppard
Laryssa Eaddy
405 Secret Bend Apt. F
Glen Burnie, Md. 21061

2 Secured Party(ies) and Address(es)

Brandywine Auto Sales, Inc.
P.O. Box 68
Brandywine, Md. 20613

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

RECORD FEE 12.00

POSTAGE .50

#630740 C777 R03 T09:36

CKI 04/06/90

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

1978 IHC S/A Dump DT466 5 spd.
Ser# D0525HHA25133
9 Ft New Ox Body Ser# 0 B589412

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

H. ERLE SCHAFER

AA CO., CIRCUIT COURT

DOCUMENT NOT SUBJECT TO RECORDATION TAX CONDITIONAL SALES
CONTRACT SIGNED BY DEBTOR

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

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

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

Filed with:

Laryssa C. Eaddy Laryssa C Eaddy
Darrell E. Sheppard Darrell E Shepard

Gary A Stegman

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev 12-80

12-50



280505

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal
Amount is \$ 55,000.00
- To Be Recorded in Land Records of _____

Record in:

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

NAME	Street	City	State
1. Debtor(s)			
<u>Severn Graphics, Inc.</u>	<u>7590 Ritchie Highway, S.E.,</u>	<u>Glen Burnie, Md.</u>	<u>21061</u>

2. Secured Party: SOVRAN BANK/MARYLAND
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

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

Check one or more boxes as applicable:

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

Title Owner of Real Estate: _____

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

RECORD FEE 11.00
 RECORD TAX 385.00
 POSTAGE .50
 MARYLAND STATE NOT 11:37
 04/06/90
 H. ERIC SCHAFER
 MD CO. CIRCUIT COURT

Secured Party: SOVRAN BANK/MARYLAND
 By: [Signature]

Debtor(s) or Assignor(s)

SEVERN GRAPHICS, INC.

By: [Signature]
Joel F. Sparhawk, President

Type Name Thomas A. Holland, III

Title Vice President

Type or Print Name and Title of Each Signature

11.00
 385.00
 50



BOOK 554 PAGE 260

Financing Statement

280506

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ **48,591.00**
- To Be Recorded in Land Records of _____

Record in:

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

NAME	Street	City	State
1. Debtor(s)	M.V. Construction Corporation 2137 Epsey Court, Suite 8 Crofton, Md. 21114		

2. Secured Party: **SOVRAN BANK/MARYLAND**
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

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

Check one or more boxes as applicable:

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

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

RECORD FEE 11.00
RECORD TAX 343.00
POSTAGE .50
#31180 C777 R03 T10:16
04/06/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

Debtor(s) or Assignor(s)

Secured Party: **SOVRAN BANK/MARYLAND**

M. V. Construction Corporation

By: Teresa A. Peruchi

BY: Patrick M. Ryan
Patrick M. Ryan, President

Type Name **Teresa A. Peruchi**

Title **Vice President**

Type or Print Name and Title of Each Signature

11
343-
-R

SCHEDULE A

BOOK 554 PAGE 261

Bradco Backhoe 9 H.D. w/12" bucket, adjustable swing control, additional 16" bucket and 20 extra teeth, Serial # 28374

Mustang 940 Skidsteer with 62" bucket and teeth Serial #0419872

Mustang 940 Skidsteer with 62" bucket and teeth Serial #0419892

Mustang 940 Skidsteer with 62" bucket and teeth Serial #0419862

280507

554 262

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
Arthur Ray Lilly
Renee Lilly

Address:
942 Indian Landing Road
Millersville, MD 21108

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

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

3. This Financing Statement covers:

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

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

14⁰⁰
30

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 a Loan Agreement between Debtor and Secured Party of even date herewith, a Second Deed of Trust in the amount of \$200,000.00, and a Revolving Loan Third Deed of Trust in the amount of \$100,000.00 of even date herewith, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing repayment of the Second Deed of Trust Promissory Note in the amount of \$200,000.00 executed by Debtor on even date herewith and a Revolving Loan Third Deed of Trust Promissory Note in the amount of \$100,000.00 executed by Debtor on even date herewith, both in favor of the Secured Party.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

Arthur Ray Lilly (SEAL)
Arthur Ray Lilly

Dated: 3/30/90

Renee Lilly (SEAL)
Renee Lilly

Dated: 3/30/90

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
P.O. Box 868
Annapolis, Maryland 21404-0868

a:s44177#3.fin

EXHIBIT A

BEGINNING for the same in the center of the County Road leading from the Cross Roads to Indian Landing, said place of beginning being at the beginning of the said whole tract of land described in a deed from William L'Allemmand and wife to Isaac C. Rosenthal dated December 14, 1925, and recorded among the Land Records of Anne Arundel County in Liber WMB No. 18, folio 289, and running thence, binding on the center of said County Road the two following courses and distances: South 39 degrees 53' West 77.4 feet; South 45 Degrees 02' West 41 feet, more or less, to the beginning point of the tract of land described in the deed from William L'Allemmand and wife to Mary C. Maier, et al., dated September 16, 1924 and recorded among the aforesaid Land Records in Liber WNW No. 82, folio 216, and thence binding along the last line of said tract reversely, North 50 degrees 16' West 454.65 feet to the waters of the Severn River and thence binding along the waters of the Severn River North 18 degrees 03' East 80 feet, more or less, to intersect the South 55 degrees 26' East 493 foot line of the aforesaid conveyance from William L'Allemmand and wife to Isaac C. Rosenthal recorded as aforesaid; thence binding along said line of said conveyance South 55 degrees 26' East 493 feet to the point of beginning.

BEING all that same land that by Deed dated September 11, 1986, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4146, folio 432, was granted and conveyed to the Grantor herein.

a:s44177ea.exa

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

Attn: David S. Bruce

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

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

This Statement refers to original Financing Statement, Identifying File No. 276931 recorded in
Liber 540, Folio 58 on 4/14/89 at Anne Arundel Co., Md.
Date Location

1. DEBTOR(S):
 Name(s) Wild Cranberry Limited Partnership
c/o Stone & Associates
 Address(es) 20 S. Charles Street
Baltimore, Maryland 21201

2. SECURED PARTY:
 Name Maryland National Bank
10 Light Street, M/S 021901
 Address 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 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.
Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Margaret D. Kirmil
Margaret D. Kirmil, Vice President
(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.

10.00
.50
04/06/90
CIRCUIT COURT

10/0

EXHIBIT A

Lot 2, Section 2, Cranberry Woods as shown on the re-subdivision plat of Lot 30 recorded in Plat Book 121, Plat 6366-6368, Page 42-44, among the land records of Anne Arundel County, Maryland.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 554 PAGE 267
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.

280508

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

1. DEBTOR

Name CRL of Maryland, Inc.
Address 150-F Blades Lane, Glen Burnie, MD 21061

2. SECURED PARTY

Name TRAK International, Inc.
Address 369 W. Western Avenue, Port Washington, WI 53074
Attn: Patsy Ridenour

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

RECORDED FEE 11.00

3. Maturity date of obligation (if any) _____

#631400 0777 R03 T14:56

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

04/06/90

One (1) 1986 Koehring model 1350 Scat Trak Skid-Steer loader s/n 6K0043 complete with all attachments and accessories.

H. ERLE SCHAEFER
Name and address of Assignee
Ford Motor Credit Company
Fairlane Plaza South, Suite 600
330 Town Center Drive
Dearborn, MI 48126
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)
- 6. X This financing statement is not subject to a recordation tax as it is perfecting a security interest in a loan and security agreement.
 - (Proceeds of collateral are also covered)
 - (Products of collateral are also covered)

X Stephen Johnson
(Signature of Debtor)

CRL of Maryland, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David H. Hill
(Signature of Secured Party)

TRAK International, Inc.

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 554 PAGE 268

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273792

RECORDED IN LIBER 529 FOLIO 459 ON July 19, 1988 (DATE)

1. DEBTOR

Name B. C. Video Productions

Address 204 Pelican Drive, Glenburnie, Maryland 21061

2. SECURED PARTY

Name Sony Corporation of America

Address 1600 Queen Anne Road, Teaneck, New Jersey 07666

Att: Loralee Morales

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#631410 0777 R03 T14:57
04/06/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

Dated 4-4-90

Loralee Morales
(Signature of Secured Party)

023683

10.50

Loralee Morales
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No.

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 7,500.00

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

This financing statement Dated 9, March 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Steve D. & Janet L. Chapin
Address 103 Spot Club Road Arnold, Md. 21012

2. SECURED PARTY

Name Maryland National Bank
Address P.O. Box 871 Annapolis, Md. 21404

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

3. Maturity date of obligation (if any) MARCH 1994

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

1977 Boston Whaler Outrage Serial# BWCB9251M77B 21'4" Plus A 1989 Evenrude 200Hp Model#200STLCE Serial# 2338384

Name and address of Assignee
RECORD FEE 12.00
RECORD TAX 52.50
#631430 0777 R03 T14:58
04/06/90

MAD MAB 501

Boat Storage Summer Buckingham Code ERLE SCHAFER
Winter 103 Spot Club Rd CIRCUIT COURT
Arnold MD 21012

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)

EVENRUDE 200HPSTLCE Serial# 2338384

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

Signature of Debtor

Steve D. Chapin
Type or Print Above Name on Above Line

Signature of Debtor

Janet L. Chapin
Type or Print Above Signature on Above Line

Signature of Secured Party

William J. Hart
Type or Print Above Signature on Above Line

12 50.50

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

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Dolphin Seafood Express
8142 Washington Blvd.
Jessup, MD 20794

2. Secured Party(ies) and address(es)
Tri-State Finance Company Inc.
P.O. Box 4433
Boston, MA 02211

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

#631450 C777 R03 T14:55

4. This statement refers to original Financing Statement bearing File No. 276840

Filed with Circuit Court Date Filed 4/10 19 89

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

10.

Eaton Credit Corporation
1111 Superior Avenue
Cleveland, OH 44114

No. of additional Sheets presented:

Tri-State Finance Company Inc.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

By: H. Erle Schaffer
Signature(s) of Secured Party(ies)

STANDARD FORM UCC-3

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Louis Petre	987 Almas Way Lot 13
Doris Petre	Lothian, Maryland 20711

SECURED PARTY

John Hanson Savings Bank FSB	809 Gleneagles Court, Suite 201 Towson, Maryland 21204
------------------------------	---

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

1984 Redman Flamingo, 65' x 14', Serial No. KHXF1896H12214697

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

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

RECORD FEE 12.00

POSTAGE .50

Debtor

X Louis G. Petre

Doris L. Petre

Secured Party #631560 C777 R03 715:04

JOHN HANSON SAVINGS BANK FSB CK 04/06/90

By Kathryn Puley H. ERLE SCHAFER

AAOCC. CIRCUIT COURT

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

17.50

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Caliber Masonry, Inc. Address(es): 311 Georgia Avenue NE
Glen Burnie, MD 21061

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____
 6. Secured Party: Maryland National Bank Address: XXXXXXXXXX 7206 Ritchie Hwy.
XXXXXXXXXXXXXXXXXXXX Glen Burnie MD 21061
Post Office Box 987, Manistowick
Baltimore, Maryland 21209
XXXXXXXXXXXXXXXXXXXX
 Attention: Elaine Stevens
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

RECORD FEE 11.00
 RECORD TAX 70.00
 POSTAGE .50
 GK

#031500 0777 R03 115:06
 04/06/90

Description of Collateral (or Real Property). (Continued on Schedule A):

H. ERLE SCHAFFER
 AA CO. CIRCUIT COURT

Debtor: Caliber Masonry, Inc.

Secured Party: Maryland National Bank

By: Richard M. Antlitz, President (Seal)
 Type name and title, if any

By: Elaine J. Stevens, Sr. Branch Officer (Seal)
 Type name and title

MARYLAND NATIONAL BANK

Handwritten: 70.50

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

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

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

This financing statement Dated March 28, 1990 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Patricia A Matthews & Melvin L Matthews
Address 999 Margaretta st Lothian, MD 20711

2. SECURED PARTY

Name Billy K. Paul and Barbara Jean Paul RECORD FEE 12.00
Address 999 Margaretta St. #631600 C777 R03 715:07
Lothian, MD 20711 04/06/90
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)

Washer, Dryer, Stove, Refrigerator. CAC, (Including All Household Goods)
1976 Schultz 24 x 60 Mobile Home
Serial #138880

Name and address of Assignee
First Manufactured Housing
Credit Corp.
POB 190 Glen Burnie,
MD 21061

CHECK THE LINES WHICH APPLY

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

Patricia A Matthews
(Signature of Debtor)

Patricia A Matthews
Type or Print Above Name on Above Line

Melvin L Matthews
(Signature of Debtor)

Melvin L Matthews
Type or Print Above Signature on Above Line

Ruth Wilson Loan Processor
(Signature of Secured Party)

First Manufactured Housing Credit Corp.
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No.

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

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

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

This financing statement Dated 4-4-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLAUDE SNYDER JR, TRACEY FLOYD
Address 842 TURF VALLEY RD PASADENA, MD 21122

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address P.O. BOX 65090 WEST DES MOINES, IA 50265

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

3. Maturity date of obligation (if any)

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

- 1 U JD 332 LAWN & GAREDN TRACTOR# 421541
1 U JD 50 MOWER # 564848
1 U JD 54 BLADE # 595326

Name and address of Assignee
RECORD FEE 12.00
#631630 0777 R03 T15:08
04/06/90
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

CLAUDE SNYDER JR.
Type or Print Above Name on Above Line

Signature of Debtor

TRACEY FLOYD
Type or Print Above Signature on Above Line

Signature of Secured Party

Charles Smith
Type or Print Above Signature on Above Line

Handwritten mark

280514

BOOK 554 PAGE 275

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) DAVCO FOOD INC 1657 CROFTON BLVD CROFTON MD 21114	2. Secured Party(ies) and address(es) IBM CREDIT CORPORATION DEPARTMENT 577 / 19A 290 HARBOR DRIVE STAMFORD, CT 06904	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

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

IBM EQUIPMENT

QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE
002-3477	001-9309	001-9331	002-9332
001-9406			

NOT SUBJECT TO RECORDATION TAX, (SELLER RETAINING INVENTORY FOR PRICE)
REFERENCE IBM SUPPLEMENT NUMBER 085422 DATED 03/29/90

RECORD FEE 11.00
POSTAGE .50

5. Assignee(s) of Secured Party and Address(es):
#531620 0777 R03 T15:08
04/06/90
CK
H. ERLE SCHAFFER

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:

AA CO. CIRCUIT COURT

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

Filed with:

DAVCO FOOD INC
By: [Signature]
Signature(s) of Debtor(s)
~~ATTORNEY IN FACT~~
N. LAWE

IBM CREDIT CORPORATION
By: [Signature]
Signature(s) of Secured Party(ies)
T. B. WALKER

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1150

280515

To Be Recorded In The Chattel
Records Of Anne Arundel
County And Among The
Financing Statement Records
Of The State Department of
Assessments And Taxation.

Not Subject To Recording Tax.

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

1. **DEBTOR:** **PENROD ASSOCIATES, INC.,** Trading As
"M. AMBACH" or "M. AMBACH & CO., INC."
or "AMBACH"
175 Penrod Court
Glen Burnie, Maryland 21061
RECORD FEE 16.00
POSTAGE CK .50
#S19940 C345 R01 T10:01
2. **SECURED PARTY:** **THE FIRST NATIONAL BANK OF MARYLAND**
25 South Charles Street, 14th Floor H. ERLE SCHAFER
Baltimore, Maryland 21201 AA CO. CIRCUIT COURT
Attention: Debra M. German,
Assistant Vice President
04/09/90
3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
 - a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
 - (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper and General Intangibles as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
 - (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All trademarks or tradenames (including but not limited to "Ambach", "China Nights", "Eastwinds", "Sophia" and "M. Ambach & Co., Inc."), licenses to use tradenames or trademarks, and all applications therefor;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, rights as insured, including the right to be provided a defense, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers;

- (xi) All rights of the Debtor as a secured party with respect to collateral security now or hereafter securing any of the obligations of third parties to the Borrower; and
 - (xii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

PENROD ASSOCIATES, INC.,
A Maryland Corporation

By: Neil Ambach (SEAL)
Neil Ambach, President

Date: April 6, 1990

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

Laura Bell, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JMS) 9348

To Be Recorded In The Chattel
Records of Anne Arundel
County And Among The
Financing Statement Records
Of The State Department of
Assessments And Taxation.

Not Subject To Recording Tax.

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

1. **DEBTOR:** **M. AMBACH & CO., INC.,** Trading As
"M. AMBACH" or "AMBACH"
175 Penrod Court
Glen Burnie, Maryland 21061

2. **SECURED PARTY:** **THE FIRST NATIONAL BANK OF MARYLAND**
25 South Charles Street, 14th Floor
Baltimore, Maryland 21201
Attention: Debra M. German,
Assistant Vice President

RECORD FEE 15.00
POSTAGE CK .50
#B19930 C345 R01 T09:59
04/09/90

3. This Financing Statement covers and the Debtor grants a
security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to
all of the tangible and intangible assets and/or property
rights of the Debtor, including, but not limited to the
following kinds and types of property owned by the
Debtor, wherever located, whether now owned or hereafter
acquired by the Debtor, together with all replacements,
and renewals thereof, and all accessions, additions,
replacement parts, manuals, warranties and packaging
relating thereto:

(i) All of the Debtor's Accounts, Instruments,
Documents, Chattel Paper and General Intangibles as
those terms are defined in the Maryland Uniform
Commercial Code - Secured Transactions, Title 9,
Commercial Law Article, Annotated Code of Maryland,
as amended;

(ii) All of the Debtor's Contract Rights as that term is
defined in the 1962 version of the Uniform
Commercial Code, as well as all contracts with
customers, deposits and prepayments;

H. ERLE SCHAFER
CIRCUIT COURT

- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All trademarks or tradenames (including but not limited to "Ambach", "China Nights", "Eastwinds", "Sophia" and "M. Ambach & Co., Inc."), licenses to use tradenames or trademarks, and all applications therefor;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, rights as insured, including the right to be provided a defense, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers;

- (xi) All rights of the Debtor as a secured party with respect to collateral security now or hereafter securing any of the obligations of third parties to the Borrower; and
 - (xii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

M. AMBACH & CO., INC.,
A Maryland Corporation

By: *Neil Ambach* (SEAL)
Neil Ambach, President

Date: April 6th, 1990

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

Laura Bell, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JMS) 9348

JCW/BROCK-13
4/5/90/vmr

280517

554 PAGE 282

FINANCING STATEMENT

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

This Financing Statement evidences and publicizes the lien and provisions of a certain Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") securing a debt in the principal amount of \$2,650,000.00. Recordation taxes in the aggregate amount of \$18,550.00 have been paid to the Clerk of the Circuit Court of Anne Arundel County at the time of recordation of the Deed of Trust.

NAMES OF DEBTOR

BROCKMONT LIMITED PARTNERSHIP, a Maryland limited partnership

ADDRESS OF DEBTOR

c/o The Corporation Trust Incorporated
32 South Street
Baltimore, Maryland 21202

NAME OF SECURED PARTY:

Century Life of America

ADDRESS OF SECURED PARTY:

c/o B. F. Saul Company
Commercial Loan Department
8401 Connecticut Avenue, 2nd floor
Chevy Chase, Maryland 20815

RECORD FEE 18.00
POSTAGE .50
AB20270 0345 R01 T11:54

CK

04/09/90

1. This Financing Statement covers all of the Debtor's right, title and interest in and to the following 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. All building materials, building improvements (whether now existing or hereafter constructed), furniture, fixtures, machinery and equipment and all other tangible personal property of every kind and nature whatsoever other than cash or other operating or money market accounts (collectively, the "Tangible Property") now or hereafter located on, contained in or upon, or attached to the land described in Exhibit A attached hereto (the "Land") or to the improvements now existing or hereafter constructed thereon (the "Improvements"). Tangible Property shall include, without limitation, all plumbing, heating and lighting apparatus, mantels, floor

12



coverings, furnishings, fittings, draperies, shades, screens, windows, doors, awnings, shrubbery, plants, boilers, tanks, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods, fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, antennas, signs, billboards, pipes, pumps, conduits, partitions, ducts, telephone switchboards and equipment, elevators, escalators, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, heating, air conditioning, air cooling, ventilation, incinerating, sprinkling, fire prevention or extinguishing equipment or other equipment of any kind and nature.

- B. All books, records, contracts, agreements, surveys, plats, plans and specifications, drawings, leases and all other documents now and hereafter owned by Debtor relating in any manner to the Land or the construction or use of the Improvements.
 - C. All leases, now existing or hereafter entered into, of the Land or Improvements, and all earnings, revenues, rents, issues, profits, proceeds and other income derived from the sale, lease, licensing or other use of the Land or Improvements.
 - D. All construction contracts, sales contracts, public works agreements, security deposits, bonds, contract rights, options, licenses, permits, authorizations, rights to property tax refunds, deposits, return of insurance premiums, charges or fees, and all other intangible personal property relating to the ownership, possession, transfer or use of the Land or Improvements.
 - E. All awards, payments, judgments, proceeds, settlements and all other compensation, including interest thereon and the right to receive the same, heretofore and hereafter made by reason of (i) a permanent or temporary taking, or threatened taking, under eminent domain of the whole or any part of the Land, the Improvements, or any rights appurtenant thereto, including any awards or payments for use or occupation of the Land or Improvements or for the alteration of the grade of any street, (ii) any other injury to or decrease in value of the Land, the Improvements, or any rights appurtenant thereto, or (iii) any costs, fees or expenses incurred in connection with (i) or (ii) above.
2. The above described goods, properties, interests and rights are located at, are affixed to or relate to the land and improvements now or hereafter existing thereon known as Brockbridge Shopping Center located at 3503-3540 Laurel Bowie Road, Laurel, Anne Arundel County, Maryland, as more fully described in Exhibit A attached hereto and in the Deed of

Trust, said Deed of Trust constituting the security agreement to this secured transaction.

Dated: April 6th, 1990

BROCKMONT LIMITED PARTNERSHIP,
a Maryland limited partnership

By: *Gary D. Rappaport* (SEAL)
Gary D. Rappaport
General Partner

Being all of the property acquired by Brockbridge Joint Venture, a Maryland general partnership, from Pikol Corporation B. V., a Dutch corporation, as to an undivided 40% interest, Efendi Corporation, a Dutch corporation, as to an undivided 40% interest, and Duroca Investments, Inc., a Netherlands Antilles corporation, as to an undivided 20% interest, by deed dated September 29, 1981 and recorded among the Land Records of Anne Arundel County in Liber 3452 at Folio 400, said property being also part of Parcels A and B and all of Parcels C and D, as shown on a plat of subdivision entitled "Plat 1 of 1, Brockbridge Shopping Center" and recorded among the aforesaid Land Records in Plat Book 83 at Page No. 9 as Plat No. 4334.

Beginning for the same at a monument found in the rear line of Lot 11, as shown on a plat of subdivision entitled "Section 1, Maryland City" and recorded among the aforesaid Land Records in Plat Book 31 at Page No. 83, said monument being also the most easterly north corner of Lot 17, as shown on said plat, said monument being also the most easterly south corner of the hereindescribed property; and running thence with the northerly lines of Lots 17, 18 and 19, as shown on said plat.

1. South 84°05'46" West 400.00 feet; thence running with the easterly line of Parcel C, as shown on a plat of subdivision entitled "Brock Bridge Road Apartments" and recorded among the aforesaid Land Records in Plat Book 35 at Page No. 32
2. North 05°54'14" West 734.82 feet; thence running with the southerly right-of-way line of Laurel-Fort Meade Road (Maryland State Route 198), as shown on State Roads Commission Plat No. 47084
3. 400.48 feet along the arc of a curve deflecting to the right, having a radius of 5198.89 feet and having a chord bearing and distance of North 86°36'30" East 400.38 feet; thence running with the rear lines of Lots 1 through 11, as shown on the aforesaid plat of "Section 1, Maryland City"
4. South 05°54'14" East 717.27 feet to the point of beginning; containing 291,447 square feet or 6.6907 acres of land more or less.

FINANCING STATEMENT

280518

BOOK 554 PAGE 286

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....25,000.00

1. Name of Debtor(s): KRAMER CONTRACTING COMPANY, INC.
Address: 194 Eastern Road
Pasadena, Maryland 21122

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

3. This Financing Statement covers the following types (or items) of property:
1979 Ford F100 14Ft. Steel Dump Truck, Serial #F70BUDE5679
1983 Ford Tractor Loader Backhoe Model 239, Serial # C601136
1987 Construction Trailer Serial # SW13989PA

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

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

RECORD FEE 11.00

RECORD TAX 175.00

POSTAGE .50

#820590 C345 R0114J6

CK

VM/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor(s): Kramer Contracting Company, INC.

Secured Party:

Martin R. Kramer
.....
Martin R. Kramer, President

FIRST AMERICAN BANK OF MARYLAND

Kevin C. Kramer
.....
Kevin C. Kramer, Vice President

By: *Denise Sutton*
.....
Denise Sutton, Branch Officer.
(Type Name and Title)

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

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

Handwritten initials or marks.

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): DWF Ironworks, Inc.
Address: 1277 Doublegate Road
Davidsonville, Maryland 21035

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: All Accounts Receivable,
now or hereafter created

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:

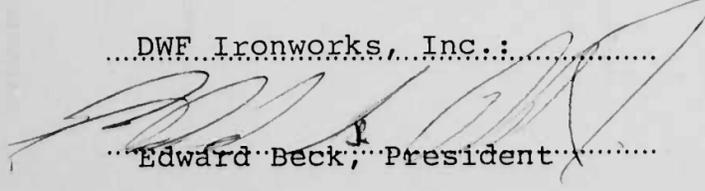
RECORD FEE 11.00
POSTAGE .50
#633090 0777 R03 T15:32
CK 04/09/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

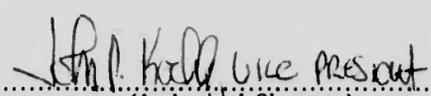
Debtor(s):

Secured Party:

.....DWF Ironworks, Inc.:.....

.....The Annapolis Banking and Trust Co.:
(Type Name of Dealership)


.....Edward Beck, President.....

By  vice president
.....
(Authorized Signature)

.....John P. Koehler, Vice President
(Type Name and Title)

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

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

115

STATE OF MARYLAND

280520

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Coiro, Luis A. and Soffia, Alvaro G., Individually and as Co-Buyers
Address 1604 Riverdale Dr. Edgewater, MD 21037

2. SECURED PARTY

Name Monument Ford, Inc.
Address 3700 E. Monument St. Baltimore, MD 21205
Orix Credit Alliance, Inc. 500 DiGuilian Blvd. Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above _____

3. Maturity date of obligation (if any) _____

RECORD FEE 34.00
POSTAGE .50

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

#821280 0345 R01 11:52

ASSIGNEE OF THE SECURED PARTY:
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGuilian Blvd.
Glen Burnie, MD 21061
CK 04/10/90

"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)

Luis A. Coiro and Alvaro G. Soffia, Individually and as Co-Buyers

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monument Ford, Inc.

(Signature of Secured Party)

George Deersia
Type or Print Above Signature on Above Line

34
5

CONDITIONAL SALE CONTRACT NOTE

TO: Monument Ford, Inc. FROM: Individually and as Co-Buyers Luis A. Coiro and Alvaro G. Soffia, 3700 E. Monument St. Baltimore, MD 21205 1604 Riverdale Dr. Edgewater, MD 21037

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

Table with 2 columns: Description of property purchased and financial terms. (1) TIME SALES PRICE \$ 71,365.32, (2) Less DOWN PAYMENT in Cash \$ -0-, (3) Less DOWN PAYMENT IN GOODS \$ -0-, (4) CONTRACT PRICE (Time Balance) \$ 71,365.32

*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: 1604 Riverdale Dr. Edgewater Anne Arundel MD 21037

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 ORIX 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 Seventy one thousand three hundred sixty five and 32/100 Dollars (\$ 71,365.32) being the above indicated Contract Price (hereinafter called the "time balance") in successive monthly installments, commencing on the 1st day of April 1990, and continuing on the same date each month thereafter until paid; the first installments each being in the amount of \$ and the final installment being in the amount of \$ with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. 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: 3/30 19 90 BUYER(S)-MAKER(S): Luis A. Coiro and Alvaro G. Soffia, Individually and as Co-Buyers. Accepted: Monument Ford, Inc. (SEAL) By: [Signature] president By: [Signature] Co-Buyer-Maker (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 sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fiftieth of 1% per day but not to exceed any maximum permitted by applicable law.

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

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

_____(L.S.)
(Guarantor-Endorser)

_____(L.S.)
(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX 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 ORIX Credit Alliance, Inc.

Date: _____, 19 _____

_____(SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

} Signature
of
Seller

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

(Witness)

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 30, 1990

between Monument Ford, Inc., as Seller/Lessor/Mortgagee
and Luis A. Coiro and Alvaro G. Soffia, Individually Edgewater, MD 21037
and as Co-Buyers 1604 Riverdale Dr.
(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 OCAI 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 OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI 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 OCAI 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 OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI 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 OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 71,365.32.
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30 day of MARCH, 19 90.

Monument Ford, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: _____

(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.)

CA-L-5A

CONDITIONAL SALE CONTRACT NOTE

554 PAGE 203

TO: Shaw Equipment Co. Inc. ("Seller") FROM: Baw-Co., Inc. ("Buyer")
 8865 Baltimore National Pike Middletown, MD 21769 1230 Cronson Blvd, P.O. Box 3444 Crofton, MD 21114
(Address of Seller) (Address of Buyer)

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) New JCB Sitemaster-STD Loader Backhoe, S/N 351827 One (1) Used Caterpillar Model D3B Dozer Tractor, S/N 29Y1948 *See Schedule "A" attached hereto and made a part hereof for payment schedule.	(1) CASH SALE PRICE	\$ 110,774.94
	(2) DOWN PAYMENT in Cash	\$ -0-
	(3) DOWN PAYMENT in Goods* (Trade-In Allowance)	\$ 32,700.00
	(4) UNPAID BALANCE [Items (1) - (2) - (3)]	\$ 78,074.94
	(5) INSURANCE and other Benefits	\$ -0-
	Types of coverage and benefits	200.00
	(6) OFFICIAL or DOCUMENTARY FEES	\$
	Describe and itemize	78,274.94
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 27,349.00
	(8) FINANCE CHARGE (Time Price Differential)	\$ 105,624.00
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 138,324.00	
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$	

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
1230 Cronson Blvd. Crofton Anne Arundel MD 21114
(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 ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred five thousand six hundred twenty four and 00/100***** Dollars (\$ 105,624.00) being the above indicated Contract Price (hereinafter called the "time balance") in successive monthly installments, commencing on the 2nd day of May, 19 90, and continuing on the same date each month thereafter until paid; the first installments each being in the amount of \$ and the final installment being in the amount of \$ with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

**TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
 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: March 28, 19 90 BUYER(S)-MAKER(S):
 Accepted: Shaw Equipment Co. Inc. (SEAL) Baw-Co., Inc. (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: [Signature] By: Judith A. Miller (SEAL)
(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)

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

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

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

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX 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 ORIX Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 _____ By: _____ }
 (Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 28, 1990 between Shaw Equipment Co., Inc., as Seller/Lessor/Mortgagee and Baw-Co., Inc. 1230 Cronson Blvd., P.O. Box 3444 Crofton, MD 21114 (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 OCAI 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 OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI 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 OCAI 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 OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI 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 OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 105,624.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of March, 19 90.

Shaw Equipment Co., 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.)

FINANCING STATEMENT FORM 554 PAGE 296

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 TO RECORDATION TAX

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

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

1. DEBTOR

Name George R. Ruhl & Son, Inc.
Address 7451 Race Road, Hanover, MD 21076

2. SECURED PARTY

Name Caterpillar Financial Services Corporation
Address 10630 Little Patuxent Parkway, Columbia, Maryland 21044

RECORD FEE 11.00

POSTAGE .00

#634860 C777 R03 715:21

Person And Address To Whom Statement Is To Be Returned If Different From Above. CK 04/10/90

3. Maturity date of obligation (if any) _____ H. ERLE SCHAFER

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

One New Caterpillar F30 Lift Truck SN 5DB03311

Name and address of Assignee

And, substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof.

Secured Party is seller of equipment. Not subject to recordation tax. 22909

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 R. Ruhl & Son, Inc.

[Signature] Title: RESIDENT
(Signature of Debtor)

GEORGE R. RUHL III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature

Caterpillar Financial Services Corporation

Mary White Title: Doc Analyst
(Signature of Secured Party)

Mary White

Type or Print Above Signature on Above Line

RETURN TO:
LEXIS • DOCUMENT SERVICES
P.O. Box 2800
Springfield, Illinois 62708

4784 / FOIS 67

280523

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. RECORD FEE 11.00
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Union Chelsea National Bank POSTAGE CK .50
Address 609 5th Avenue #634730 C777 R03 T15:17
New York, NY 10017 04/10/90

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated 12/18/89, Schedule # 01, dated 12/18/89 between Assignor as Lessor and LEASE ACCOUNT # 702198 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 1/19/90 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

Union Chelsea National Bank

[Signature]
(Signature of Secured Party)

AWINVT
Type or Print Above Name on Above Line

Filed in Anne Arundel County

175

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Challenger Diamond 26 Cutter 208 volt S/N 2056
(1) One	Challenger EM-3A Drive S/N 72721
(1) One	Amergraph 43 x 53 Vacuum Frame
(1) One	Olec AL15A Printing Light w/Integrator
(1) One	Olec HPL Head
(1) One	386 System with 64 Cache memory
(4) Four	Meg Ram (80 ns)
(1) One	Hard Disk Controller
(1) One	BC-1200 Back up System
(1) One	Math-Coprocessor (80387-33)
(7) Seven	2 Serial Port
(1) One	Parallel Port
(1) One	Mouse Bus Port
(1) One	VGA Card
(1) One	VGA Monitor (Multisync)
(1) One	80 meg Hard Disk (28 ms Access Time)
(1) One	3.5" 1.44 Floppy Drive
(1) One	5 1/4" High Density Floppy Drive
(1) One	60 Meg Internal Tape Back up
(10) Ten	Back up Tapes
(1) One	Mouse
(1) One	Tower Case
(1) One	DOS 4.01
(1) One	Logic Mouse Cadd Software
(1) One	12 x 12 Summagraphics Digitizer
(1) One	Maxtrac Control
(1) One	Yagi Antenna
(1) One	Transmission Line
(20) Twenty	NTX 800
(20) Twenty	Rapid Charges
(2) Two	595 SPV Blue Print Copy Machines S/N's 1579, 1580
(1) One	450 PV Blue Print Copy Machine S/N 3253
(1) One	5025D/A1 Blue Print Copy Machine S/N 1149
(1) One	30" Kit
(1) One	Kit 24 Storage
(1) One	930.D Blue Print Copy Machine S/N 1829
(1) One	Print Vac
(1) One	495 SPV Blue Print Copy Machine S/N 1853

TransFinancial Leasing Corp.

BY:

Frank J. Sarro III

TITLE: Frank J. Sarro, III, President

Union Chelsea National Bank

BY:

A. Winnett

TITLE: Vice President

554 299

280524

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Union Chelsea National Bank
Address 609 5th Avenue
New York, NY 10017

RECORD FEE 11.00
POSTAGE .50

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

3. Maturity date of obligation (if any) _____

4634740 0777 R03 T15:16
04/10/90

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

H. ERLE SCHAFER

To secure assignment to Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated 12/20/88, Schedule # 12, between Assignor as Lessor and LEASE ACCOUNT # 121889 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1/17/90 between Assignor and Assignee:

HA CO. CIRCUIT COURT dated 1/4/90

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

Union Chelsea National Bank

Richard W. Smith, VP
(Signature of Secured Party)

Richard W. Smith, VP
Type or Print Above Name on Above Line

Filed in Anne Arundel County

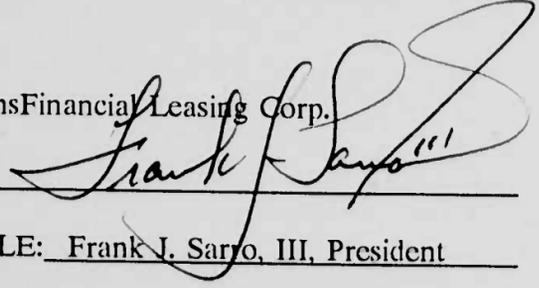
1150

EQUIPMENT LIST

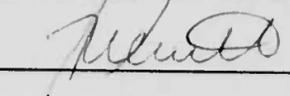
554 ME 300

<u>Quantity</u>	<u>Description</u>
(2) Two	NEC-7920 Laser OPC Cartridge
(1) One	922950 Input Paper Tray 8.5 x 14" Laserjet II
(5) Five	504201 Serial M-F 9' Cable IBM at Hayes Model I3802
(1) One	33440A Laserjet II Printer Ser/Par S/N 2914A87957
(3) Three	330003 Wordperfect Network V.5.0 IBM Dual Additional Station 1 User
(2) Two	240050 Lotus 1-2-3 V.3.0 IBM 5.25"
(3) Three	108702 Pagemaker V.3.0 IBM 5.25:
(3) Three	249886 Serial Mouse w/Windows & Paint
(1) One	S10103 Parallel Cable 8-10' IBM-EPS Printer I100110
(2) Two	101013 DBase III + Premium Pack IBM Dual
(18) Eighteen	249886 Serial Mouse w/Windows & Paint
(1) One	92295A Toner Cartridge Laserjet II
(6) Six	330003 Wordperfect Network V.5.0 IBM Dual Additional Station 1 User
(3) Three	117400-002 Deskpro 286E PC20 CPU S/N's 4924HZ2H0265, 4924HZ2H0238, 4923HZ2H1011
(3) Three	8513001 12" Analog Color Monitor
(2) Two	0101089 DBase IV V.1.0 IBM 5.25"
(6) Six	Wordperfect V.5.0 IBM 5.25"
(18) Eighteen	12" Analog Color Monitor S/N's UD755, TR131, UD706, TP712, TP698, UD893, TR130, TP592, TP631, TM287, TR123, TP630, TP611, TP615, VP785, VC029, TP614, TP633
(9) Nine	Deskpro 286E CPU Model 40 S/N's 4924HZ3H1504, 4924HZ3H1542, 4924HZ3H0114, 4924HZ3H1654, 4924HZ3H0480, 4924HZ3H3377, 4924HZ3H1650, 4924HZ3H1389, 4924HZ3H1672
(9) Nine	Deskpro 286E CPU Model 1 S/N's 4926HZ1H0101, 4926HZ1H0041, 4926HZ1H0040, 4926HZ1H0060, 4926HZ1H0023, 4927HZ1H0424, 4926HZ1H0207, 4926HZ1H0046, 4926HZ1H0943
(1) One	Pacific Data 4 Megabyte Memory Upgrade
(6) Six	SMC PC 130 ARCnet Network Interface Card
(1) One	PS Print File Server Network Print Utility
(5) Five	Hayes 2400V Modem
(2) Two	Pacific Data 25 in 1 Laserjet Font Cart.
(1) One	Dbase IV 5 1/4" Disks
(12) Twelve	3M 150 Megabyte Tape Cartridges
(1) One	Pacific Data 4 Megabyte Memory Upgrade

TransFinancial Leasing Corp.

BY: TITLE: Frank J. Sarjo, III, President

Union Chelsea National Bank

BY: TITLE: VICE PRESIDENT

280525

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

RECORD FEE 11.00

2. SECURED PARTY

Name Union Chelsea National Bank
Address 609 5th Avenue
New York, NY 10017

POSTAGE GK .50

#634750 0777 R03 T15:18
04/10/90

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 Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated 12/20/88, Schedule # 13, dated 1/4/90 between Assignor as Lessor and LEASE ACCOUNT # 121889 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1/17/90 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

Union Chelsea National Bank

[Signature]
(Signature of Secured Party)

Ancid Lemitt, VP
Type or Print Above Name on Above Line

Filed in Anne Arundel County

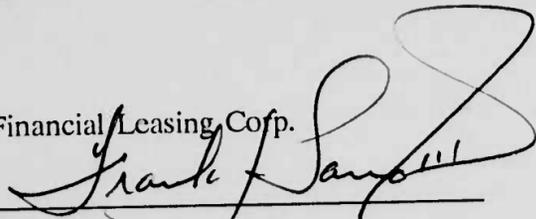
1150

EQUIPMENT LIST

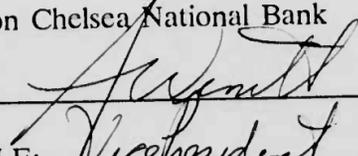
BOOK 554 PAGE 302

<u>Quantity</u>	<u>Description</u>
(1) One	M5680 MAC IICX 4MB w/80MB Hard Drive
(1) One	MD115 Extended Keyboard - MAC II & SE
(1) One	MD402 Two Page Monochrome Monitor MAC II
(1) One	MD260 Two Page Monochrome Video Board MAC II
(1) One	108704 Pagemaker - MAC
(1) One	222030 MACdraw II V. 1.1 - MAC
(4) Four	M2068 Localtalk Connector Kit
(1) One	117400-003 Deskpro 286E PC40 CPU
(1) One	117428-001 IBM 16-Bit Memory Expansion Board
(1) One	8412001 14" Analog Color Monitor
(2) Two	L702 LQ2550 DM WC Parallel Printer
(2) Two	33440A Laserjet II Printer Ser/Par S/N 2935A24325, 2935A24320
(2) Two	92295A Toner Cartridge - Laserjet II
(4) Four	510103 Parallel Cable 8-10' IBM-EPS Printer I100110
(1) One	AVY-4143 3.5 x 15/16" 2 Across Labels
(1) One	L702 LQ2550 DM WC Parallel Printer w/color Kit
(1) One	33440A Laserjet II Printer Ser/Par
(1) One	92295A Toner Cartridge - Laserjet II
(1) One	510103 Parallel Cable 8-10' IBM-EPS Printer I100110
(1) One	386 Model 84 80MB 33MHZ CPU
(1) One	33NCZ 387 Coprocessor
(1) One	2MB 32-Bit Memory Module 80NS
(10) Ten	Image Processing Cartridge
(1) One	IBM Memory Upgrade 800NS-P386
(1) One	4MB Memory Expansion Board 386
(1) One	Novell Systems Management CBT
(1) One	ARCnet PC 120 Network Interface Card
(1) One	ARCnet 8 Port Active Hub
(20) Twenty	DC 6150 Tape Cartridges
(4) Four	Thomas Conrad 16 Port ARCnet Active Hubs
(1) One	DBase IV 5 User LAN Pack

TransFinancial Leasing Corp.

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

Union Chelsea National Bank

BY: TITLE: Vice President

280526

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) PREVENTIVE CARE HEALTH CENTER ROSS J. VANANTWERP, MD 484 A RITCHIE HIGHWAY SEVERNA PARK, MD 21146	2. Secured Party(ies) and address(es) FINANCING SYSTEMS INC. 40STANFORD DRIVE FARMINGTON CT 06032	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE CK .50 #634720 C777 R03 T15:17 6. Assignee(s) of Secured Party and Address(es) 04/10/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Master Lease No. 9403, Schedule 001, dated September 8, 1989, and all equipment, rentals, purchase option payments and any other sums payable thereunder. Equipment: AUTOCLAVE STERILIZER		

NOT SUBJECT TO MARYLAND RECORDATION TAX TRUE LEASE NO SECURITY INTEREST 9446/F011466

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

already subject to a security interest in another jurisdiction when it was brought into this state. 9446 011466

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

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

By: PREVENTIVE HEALTH CARE CENTER By: FINANCING SYSTEMS INC.

[Signature] *[Signature]*

By: Ross J. Vanantwerp, MD By: Joe Herbert, V.P.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

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

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

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

This financing statement Dated 4/6/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHARLES E BLAKE

Address 2528 MOUNTAIN ROAD PASADENA MD 21122

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.

RECORD FEE 11.00
POSTAGE .50

4/10/90 0777 R03 T15:15
04/10/90

3. Maturity date of obligation (if any) H. ERLE SCHAFER

AA CO. CIRCUIT COURT

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

1	NEW	KUBOTA	TRACTOR	MN#	L2550GST	SN#	81389
1	NEW	KUBOTA	LOADER	MN#	BF400G	SN#	18033
1	NEW	BRADCO	BACKHOE	MN#	LR1572	SN#	
1	NEW	LANDPRIDE	RAKE 6'	MN#	LR1572	SN#	19471
1	NEW	HUDSON	TRAILER 16'	MN#	HSE16	SN#	1000323

KUBOTA CONTRACT# 13400-730605

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles E Blake
(Signature of Debtor)

CHARLES E BLAKE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
SEC-TREAS.

BALDWIN SERVICE CENTER INC
Type or Print Above Signature on Above Line

1/50

554 PAGE 3115

280528

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 34,200.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Gable Signs & Graphics, Inc.

 (Name)
7946 Fort Smallwood Road

 (Address)
Baltimore, Maryland 21226

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

 Attn: Bradley Pingrey

 (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)

100 ft. Skyhook Crane SN SP100-2082-62

Welder/Generator/Charger SN JH187918
 Bucket
 4 tool boxes
 2 sets of outriggers
 1 rear step bumper
 1 rack over cab

RECORD FEE 11.00
 RECORD TAX 241.50
 POSTAGE .50
 #634690 C777 R03 T15:15
 CK 04/10/90
 H. ERLE SCHAFER

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

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

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

DEBTOR (OR ASSIGNOR)
Gable Signs & Graphics, Inc. (Seal)
 _____ (Seal)
 (Signature)
Paul P. Gable, President

 (Print or Type Name)

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

 (Print or Type Name)

11
241.50
- 50

554 PAGE 306

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es)
Gladding Chevrolet, Inc.
DBA/JBA Chevrolet
7327 Ritchie Highway
Glen Burnie, MD. 21061

2. Secured Party(ies) and Address(es)
General Motors Acceptance Corp.
7310 Ritchie Highway
Glen Burnie, MD. 21061

3. Maturity Date (if any)

This statement refers to original Financing Statement No. 196941
Date Filed July 28 19 75
Liber 343 Page 409

RECORD FEE 10.00
POSTAGE .50
#834870 CTTT R03 T15:14
For Filing Officer 04/10/90
(Date, Time, Number, and Filing Office)

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

9. Change address of secured party to: 849 International Drive, Linthicum Heights, MD. 21090

Gladding Chevrolet, Inc.
DBA/JBA Chevrolet

By: Joseph B. Aiello
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

General Motors Acceptance Corporation
By: J I Brimmer
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-3 7-89

10.50

M. ERLE SCHAFER
HH CO. CIRCUIT COURT

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) Gladding Chevrolet, Inc. DBA/JBA Chevrolet 7327 Ritchie Highway Glen Burnie, MD. 21061	2. Secured Party(ies) and Address(es) General Motors Corporation c/o General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, MD. 21061		RECORD FEE 10.00 POSTAGE .50 #634660 0777 R03 T15:14 For Filing Officer (Date, Time, Number, and Filing Office) 04/10/90
This statement refers to original Financing Statement No. 264916 Date Filed Dec 3 19 86 Book 505 Page 450			

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

9. Change of secured party address to: 849 International Drive, Linthicum Heights, MD. 21090

Gladding Chevrolet, Inc. DBA/JBA Chevrolet By: <u>Joseph B. Aiello</u> SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)	General Motors Corporation c/o General Motors Acceptance Corporation By: <u>J I Brimmer</u> SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD
--	---

(1) FILING OFFICER COPY - ALPHABETICAL
 GMAC UCC-3 7-89

1050

280625

BOOK 554 PAGE 308

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

1. ~~DEBTOR~~ (Last Name First) and address(es)

BAILEE:
ATLANTIC GRAPHICS SYSTEMS, INC.
Baltimore Washington
International Warehouse #3
8332 Crystal Court, Suite 110
Jessup, Maryland 20794

2. ~~SECURED PARTY~~ and address(es)

BAILOR:
D.S. AMERICA INCORPORATED
5110 Tollview Drive
Rolling Meadows, IL 60008

3. Maturity date (if any):

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

RECORD FEE 11.00

POSTAGE *OK* .50

#634560 0777 R03 T15:08

04/10/90

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

One (1) Dai Nippon Screen printer, Model No. P806G, Serial No. 86220-7542, together with all standard equipment and accessories thereto, all spare parts and accessions therefor.

This filing does not create a security interest and is for informational purposes only.

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:

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 of Anne Arundel County

ATLANTIC GRAPHICS SYSTEMS, INC.

D.S. AMERICA INCORPORATED

By:

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

By:

[Signature]
Signature(s) of ~~Secured Party~~ Bailor

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY - ALPHABETICAL

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404

BOOK 554 PAGE 309

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number:.....266321.....;

Record Reference: Liber.....508..... Folio.....514.....;

Date of Filing:.....Feb. 24, 1987.....

RECORD FEE 10.00
POSTAGE .50

#634530 C777 R03 T15:07

CM 04/10/90

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Grounds Irrigation Technology, Inc.

1654 Crofton Blvd. Suite 14
Crofton, Maryland 21114

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated:.....February....., 15, 19 90.....

By: *Marilyn F. Horton*
Marilyn F. Horton
Assistant Vice President

Mail To: Grounds Irrigation Technology
1654 Crofton Blvd. Suite 14
Crofton, Maryland 21114

Type or print all names
and titles under signatures.

ILD-121-3M

↑ 1850

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 \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Glen Burnie Hauling, Inc. Address(es): 7474 Shipley Road
Hanover, Maryland 21076

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



RECORD FEE 11.00

RECORD TAX 350.00

POSTAGE .50

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

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

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

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

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

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Glen Burnie Hauling, Inc.

Secured Party: Maryland National Bank

By: Michael Gunther, President (Seal)
Type name and title, if any

By: Deborah N. Wicker (Seal)
Type name and title

By: _____ (Seal)
Type name and title, if any

Deborah N. Wicker, Commercial Services Officer
Type name and title

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

Handwritten notes: 11, 350, 18

4574510-0777 R03 715:06
04/10/90
SCHAFFER
AA CO. CIRCUIT COURT

AA Co.

FINANCING STATEMENT

280530

554 PAGE 311

- 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 \$ 40,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

5. Debtor(s) Name(s) Journeyman Mechanical Contractors, Inc. Address(es) 2129 Baldwin Avenue, Suite #9
Crofton, MD 21114

6. Secured Party Address 2024 West Street
Annapolis, MD 21401
 First Annapolis Savings Bank, FSB
 Attention: LaTrenda S. Holland
(Type name & Title)

RECORD FEE 11.00
 RECORD TAX 260.00
 POSTAGE .50

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 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
JOURNEYMAN MECHANICAL CONTRACTORS, INC. (Seal) [Signature] (Seal)
 BY: Raymond Kennedy (Seal) Derril Mackin, Vice President (Seal)
Raymond Kennedy, President George S. Owen, Vice President-Treasurer
 Mr. Clerk: Please return to First Annapolis Savings Bank, FSB, to the officer and at the address set forth in paragraph 6 above.

2-2820 (1/88)

11 280 .50

04/10/90
 AA CO. CIRCUIT COURT


First Annapolis Bank SAVINGS FSB

SCHEDULE A

<u>NUMBER</u>	<u>DESCRIPTION</u>
130-5075	Slip Roll
120-5500	Slip Roll
M-800P-18	Eight Station Form Unit equipped with built in Pittsburgh lock rolls for 1/2" pocket, 5Hp, 230V, 3 Ph
47581	Chicago Steel Bending Brake Machine, Size 1014
130-5500	Slip Roll 50" x 16 gauge capacity
TRI4010	Triplex Cleatformer 3 Ph 208/230 with slips and drives Male and Female button punch snaplock rolls Slip and drive cutter attachment mounted on above machine
900W15200B	Easy Edger with stand
40320	Model #1624 Wilder Slitting Shear 3/4 HP with guard
Used	Famco Power Squaring Shear Capacity 6' x 14 ga. mild steel With: 56" left hand squaring arm Rear operated back gauge Two front support arms 1/60/115/220 1.5 HP motor and controls
8226-940	Pogo pump with spray nozzle and 25' air and product hoses

WRITER'S DIRECT DIAL NUMBER

MAIN OFFICE: 2024 WEST STREET, ANNAPOLIS, MARYLAND 21401
ANNAPOLIS 266-6100 / BALTIMORE 841-6700 / WASHINGTON (301) 261-8800

OPERATIONS CENTER: 1832 GEORGE AVENUE, ANNAPOLIS, MARYLAND 21401
ANNAPOLIS 263-7771 / BALTIMORE 269-1108 / WASHINGTON (301) 261-2493

280531

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)
Walter and Tijuana Christopher
17004 Village Drive West
Upper Marlboro, MD 20772

2. Secured Party(ies) and address(es)
Capitol Ecology Systems
2128 Espey Ct.
Crofton, MD 21114

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

RECORD FEE 12.00
POSTAGE *CK* .50

#634470 0777 R03 T15:04
04/10/90

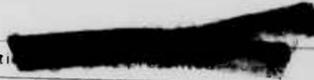
4. This financing statement covers the following types (or items) of property:
Installed one United Standard Complete Water Treatment System
Model #1054

XX

5. Assignee(s) of Secured Party and Address(es)
H. ERLE SCHAFER
Water Resources Int'l
2800 E. Chambers
Phoenix, AZ 85040

IS SUBJECT TO RECORDATION TAX

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

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

Filed with: Anne Arundel County

1990 APR - 2 10:30

By: *Walter Christopher Tijuana A. Christopher*
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy-Alphabetical

123 STANDARD FORM - FORM UCC-1.

280532

FINANCING STATEMENT

File No

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

1. DEBTOR(S) and Address(es) CHILLTROL, INC 152 D Blades Lane Glen Burnie, Maryland 21061	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: COMMERCIAL LOAN DEPT COLLATERAL SUPERVISOR Return to Secured Party
---	---

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

[X] 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 see below * (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:

*HEATING & REFRIGERATION, INSTALLATION & SERVICE

[X] 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.

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

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

[] E. Other.

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

5. This transaction (is) (is not) exempt from the recordation tax. (Md.) Principal amount of debt initially incurred is: \$ 30,000.00

RECORD FEE 11.00

RECORD TAX 210.00

POSTAGE CK .50

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

CHILLTROL, INC (Type Name)

By: Nancy Fox

#634450 0777 R03 715:02

By: Richard G Roeder, Jr. President

NANCY FOX (Type Name)

04/10/90

By: RICHARD G ROEDER, JR- PRESIDENT

4/3 (Date Signed by Debtor)

1990 KYLE SCHAFER AA CO. CIRCUIT COURT

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

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

RECEIVED

APR 5 1990

Handwritten signature and initials

FINANCING STATEMENT

File No

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

1. DEBTOR(S) and Address(es) UNICORN TRANSPORTATION INC. 7522 Connelly Drive Hanover, Maryland 21076	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: _____ Return to Secured Party
---	---

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

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

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

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

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

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

E. Other. Compaq Deskpro # 3868 plus various attachments
Serial # 4010HT3H0993

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: \$ 9,353.52

RECORD FEE 11.00
RECORD TAX 66.50
POSTAGE .50

DEBTOR:

SECURED PARTY:
SIGNET BANK/MARYLAND

UNICORN TRANSPORTATION INC.
(Type Name)

By: Mary A Bierley
MARY A BIERLEY
(Type Name)

#634440 C777 R03 115:02
04/10/90

By: Peter Cotgreave
PETER COTGREAVE, PRESIDENT

H. ERLE-SCHAFFER

April 3 1990
(Date Signed by Debtor) 3 AA CQ 60 CIRCUIT COURT

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

RECEIVED

APR 5 1990

Handwritten notes: 11 6650, R

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 David J. Robinson
Address 7510 Sea Change Columbia, Maryland 21045

2. SECURED PARTY

Name Outdoor Power
Address 436 Chinquapin Round Road
Annapolis, Maryland 21401

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

3. Maturity date of obligation (if any) May 1, 1995

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

- 1 N John Deere MFWD Tractor#955 M00955D015647
- 1 N John Deere Model #72 Mower M00297X595965

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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
#634340 0777 R03 714:41
CK 04/10/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

David J. Robinson
(Signature of Debtor)
David J. Robinson

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

11/88

280535

BOOK 554 PAGE 317

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 David W. Manning
Address 1014 Mt Holly Dr Annapolis, Md 21401

2. SECURED PARTY

Name Outdoor Power
Address 436 Chinquapin Round Rd 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 855MFWD Tractor w/ 72" Mower S/N 610633, 575540
- 1 New John Deere F935 Front Mower w/ 72" Deck 596624, 596456
- 1 New John Deere 48" Commercial Mower w/Sulky 595514
- 2 New Stihl BR400 Blowers
- 1 New Stihl FS66 Trimmer

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David W. Manning
(Signature of Debtor)

David W. Manning
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

CK RECORD FEE 11.00
POSTAGE .50
#634330 0777 R03 T14:41
04/10/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 03/27/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Smoot Hauling, Inc.
Address 9 Homeland Road, Pasadena, MD 21122 (Anne Arundel Co.)

2. SECURED PARTY

Name Vernon E. Stup Co.
Address P.O. Box 3598, Frederick, MD 21701

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

3. Maturity date of obligation (if any)

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

- 1 New Case 1840 Uniloader
S/N - JAF0046737
- 1 New Mastertrack ETE 5-14 Trailer
S/N - 1C9A32K21LG099066

Name and address of Assignee
J. I. Case Credit Corp.
P. O. Box 292
Racine, WI 53401

RECORD FEE 11.00

POSTAGE CK .50

CHECK THE LINES WHICH APPLY

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

REC'D CIV 0777 R03 714:40
04/10/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

11/5
Gary E. Smoot
(Signature of Debtor)
Gary E. Smoot, President
Type or Print Above Name on Above Line

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

Dwayne V. Stup
(Signature of Secured Party)
Dwayne V. Stup
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE **554** **319**
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 238171

RECORDED IN LIBER 438 FOLIO 224 ON June 2nd, 1981 (DATE)

1. DEBTOR

Name James S. Ficklin and Sandra P. Angel

Address 3701 S. George Mason Drive, Falls Church, VA 22041

2. SECURED PARTY

Name Commercial Bank

Address 37 South Main Street, Bel air MD 21014

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

1980 26' Sea Ray 260 Express Crusier Hull number 36M511079260EX08780 and a 260 H.P. OMC engine number W705287, Drive #W219323.

RECORD FEE 10.00

POSTAGE .50

#634290 0777 R03 114:39

04/10/90

CR
H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Dated April 3rd, 1990

10.50
Patricia A. Burke
(Signature of Secured Party)

Patricia A. Burke

Type or Print Above Name on Above Line

554 320

280537

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)

Stidham Tire Company, Inc.
3900 White Tire Road
Landover, Maryland 20785

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

Regency Financial Services, Inc.
706 Lakeside Drive
Southampton, PA 18966

3. Maturity date (if any):

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

RECORD FEE 11.00

POSTAGE *CK* .50

APR 25 0777 R03 T14:39

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

Locations Quantity Equipment (Anne Arundel County)

Stidham Tire Co., Inc.	1	G11T4M Hunter 4 Wheels Aligner
149 Old Soloman Island Rd.	1	30-187-1 Remote
Edgewater	1	167-58-1 Printer
Annapolis, MD 21037	2	20-551-1 Mag Adapters

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

The CIT Group 04/10/90
1180 West Swedesford Road
Berwyn, PA 19312
AA CO. CIRCUIT COURT

No recordation tax due - Conditional Sales Contract

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:

11/50 Stidham Tire Company, Inc.

By: *Michael A. Gray*
Signature(s) of Debtor(s)

President
Title

Regency Financial Services, Inc.

By: *J. Wiegand*
Signature(s) of Secured Party(ies)

Exec. V.P.
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

280626

554 321

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)
Encore Computer Corporation
6901 West Sunrise Boulevard
Fort Lauderdale, FL 33313-4499

2. Secured Party(ies) and address(es)
Gould Inc.
35129 Curtis Boulevard
Eastlake, OH 44095

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 present and future personal property of every kind, nature and description and wherever located, including but not limited to, all accounts, inventory, equipment, and general intangibles, all as more fully described on Rider A attached hereto, and all proceeds of all the foregoing.

Recordation tax paid to the ~~DEPT OF REVENUE & TAXATION~~ on ~~XXXXXX~~ in the amount of \$~~990.00~~ 440.00. 6/9/89

~~MONTEGOMERY COUNTY:~~
~~ALBANY, NY 12201~~
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

RECORD FEE 13.00
POSTAGE .50
5. Assignee(s) of Secured Party and Address(es) #634230 C777 R03 T14:30
GK 04/10/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
R

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

Filed with:
Ann Arundel County, Maryland

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

ENCORE COMPUTER CORPORATION

GOULD INC.

C. DAVID FERGUSON PRES / CEO

By: T. MARK MORLEY V.P.
Signature(s) of Debtor(s)

V.P.
Title

By: C. David Ferguson
Signature(s) of Secured Party(ies)

President
CEO
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RIDER A TO UCC-1 FINANCING STATEMENT BETWEEN
ENCORE COMPUTER CORPORATION AS DEBTOR AND
GOULD INC.

All of Debtor's present and future personal property of every kind, nature and description, wherever located, and to the full extent of Debtor's interests therein, including but not limited to: all machinery, equipment, office machinery, furniture, fixtures, conveyors, tools, materials, storage and handling equipment, parts, computer equipment and hardware, including central processing units, terminals, drives, memory units, printers, keyboards, screens, peripherals and input or output devices, automotive equipment, trucks, stamps, motor vehicles and other equipment of every kind and nature, together with all additions and accessions thereto, all replacements and all accessories and parts therefor, all manuals, blueprints and other operating documents, warranties and records in connection therewith, all rights against suppliers, warrantors, manufacturers, sellers or others in connection therewith, and together with all substitutes for any of the foregoing; trade secrets and other proprietary information; trademarks, tradenames and trademark applications, service marks, business names, logos and the goodwill of the business relating thereto; copyrights and copyright applications (including without limitation copyrights or computer programs) and all tangible property embodying the copyrights, unpatented inventions (whether or not patentable); designs; patent applications and patents; license agreements relating to any of the foregoing and income therefrom; books, records, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes, and other physical manifestations of the foregoing; all inventory of every kind and nature, including but not limited to raw materials, work in progress, finished goods, all goods in transit to Debtor, goods consigned to Debtor to the extent of its interest therein as consignee, materials and supplies of any kind, nature or description which are or might be used in connection with the packing, shipping, display, advertising, selling or finishing of any such goods; all accounts, contract rights, general intangibles, promissory notes, chattel paper, documents, all tax refunds and rights to receive tax refunds, bonds, certificates and policies of insurance and insurance proceeds, royalties, licenses, customer lists, rights of indemnification, contribution and subrogation, leases, drafts, computer tapes, programs and software, computer service contracts, goodwill, deposits, causes of action, choses in action, judgments, blueprints, plans and all other general intangibles and claims against third parties of every kind or nature; investment securities, notes, drafts, acceptances, letters of credit and rights to receive proceeds of letters of credit, instruments and deposit accounts, book accounts, credits and reserves and all forms of obligations whatsoever owing; all instruments, all documents and documents of title representing any of the foregoing, and all rights in any

JMM

merchandise or goods which any of the same may represent; all books, ledgers, files and records with respect to any of the foregoing, together with all right, title, security and guaranties with respect to any account, including any right of stoppage in transit; and the proceeds and products of all the foregoing.

JMM

280627

BOOK 554 PAGE 324

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)

Encore Computer Corporation
6901 West Sunrise Boulevard
Fort Lauderdale, FL
33313-4499

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

The Industrial Bank of Japan,
Limited, New York Branch
245 Park Avenue
New York, NY 10167-0037

3. Maturity date (if any):

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

RECORD FEE 13.00
POSTAGE .50

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

All of Debtor's present and future personal property of every kind, nature and description and wherever located, including but not limited to, all accounts, inventory, equipment, and general intangibles, all as more fully described on Rider A attached hereto, and all proceeds of all the foregoing.

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

REC-40 0177 R03 T14:31
GK 04/10/9

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

RECORDATION TAX PAID TO THE DEPT. OF ASSESSMENT & TAXATION ON 4/10/90
IN THE AMOUNT OF \$330.00.

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
ALBANY, NY 12201

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

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

Filed with:

Ann Arundel County,
Maryland

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

ENCORE COMPUTER CORPORATION

THE INDUSTRIAL BANK OF JAPAN, LIMITED,
NEW YORK BRANCH

By: *T. Mark Norman*
T. MARK NORMAN

(1) Filing Officer Copy-Alphabetical

Title

STANDARD FORM - FORM UCC-1.

By: *Katsunobu Iwata*
KATSUNOBU IWATA

Signature(s) of Secured Party(ies)

Title

(For Use In Most States)

Dep. Gen. Man.

RVT

RIDER A TO UCC-1 FINANCING STATEMENT BETWEEN
ENCORE COMPUTER CORPORATION AS DEBTOR AND
THE INDUSTRIAL BANK OF JAPAN, LIMITED, NEW YORK BRANCH

All of Debtor's present and future personal property of every kind, nature and description, wherever located, and to the full extent of Debtor's interests therein, including but not limited to: all machinery, equipment, office machinery, furniture, fixtures, conveyors, tools, materials, storage and handling equipment, parts, computer equipment and hardware, including central processing units, terminals, drives, memory units, printers, keyboards, screens, peripherals and input or output devices, automotive equipment, trucks, stamps, motor vehicles and other equipment of every kind and nature, together with all additions and accessions thereto, all replacements and all accessories and parts therefor, all manuals, blueprints and other operating documents, warranties and records in connection therewith, all rights against suppliers, warrantors, manufacturers, sellers or others in connection therewith, and together with all substitutes for any of the foregoing; trade secrets and other proprietary information; trademarks, tradenames and trademark applications, service marks, business names, logos and the goodwill of the business relating thereto; copyrights and copyright applications (including without limitation copyrights or computer programs) and all tangible property embodying the copyrights, unpatented inventions (whether or not patentable); designs; patent applications and patents; license agreements relating to any of the foregoing and income therefrom; books, records, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes, and other physical manifestations of the foregoing; all inventory of every kind and nature, including but not limited to raw materials, work in progress, finished goods, all goods in transit to Debtor, goods consigned to Debtor to the extent of its interest therein as consignee, materials and supplies of any kind, nature or description which are or might be used in connection with the packing, shipping, display, advertising, selling or finishing of any such goods; all accounts, contract rights, general intangibles, promissory notes, chattel paper, documents, all tax refunds and rights to receive tax refunds, bonds, certificates and policies of insurance and insurance proceeds, royalties, licenses, customer lists, rights of indemnification, contribution and subrogation, leases, drafts, computer tapes, programs and software, computer service contracts, goodwill, deposits, causes of action, choses in action, judgments, blueprints, plans and all other general intangibles and claims against third parties of every kind or nature; investment securities, notes, drafts, acceptances, letters of credit and rights to receive proceeds of letters of credit, instruments and deposit accounts, book accounts, credits and reserves and all forms of obligations whatsoever owing; all instruments, all documents and documents of title representing any of the foregoing, and all rights in any

TMM

merchandise or goods which any of the same may represent; all books, ledgers, files and records with respect to any of the foregoing, together with all right, title, security and guaranties with respect to any account, including any right of stoppage in transit; and the proceeds and products of all the foregoing.

TMM

551 PAGE 327

280538

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) MUSCO, DAVID W. MUSCO, SHERRY M. 7881 WHITES COVE ROAD PASADENA, MD. 21122	2 Secured Party(ies) and address(es) SECURITY PACIFIC FINANCIAL SERVICES, INC. 2568 A RIVA ROAD # 101 ANNAPOLIS, MD. 21401	For Filing Officer (Date, Time, Number, and Filing Office) <div style="text-align: right;"> RECORD FEE 12.00 POSTAGE .50 </div>
4. This financing statement covers the following types (or items) of property: 1. ANTONIAN SPA 1 COVER 1 CHEMICAL KIT		5. Assignee(s) of Secured Party and Address(es) #34210 LTTT R03 T14:34 GK 04/10/90 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

Filed with:

BY: David W. Musco
 Signature of Debtor
 BY: Sherry M. Musco
 Signature(s) of Debtor(s)

SECURITY PACIFIC FINANCIAL SERVICES, INC.
 BY: Mae Hatfield
 MAE HATFIELD BRANCH MANAGER
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.
 1250

(1) Filing Officer Copy-Alphabetical

280539

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)

Giordano, Paul
Giordano, Robin
8031 Escalon Ave
Pasadena, md 21122

2 Secured Party(ies) and address(es)

Security Pacific financial
Services Inc.
2568 A Riva Rd #101
Annapolis md 21401

3. Maturity date (if any):

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

RECORD FEE 12.00

POSTAGE GK .50

#634200 CT77 R03 T14:34

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

18' South Seas Pool
EC-30-75 Filter
Ladder
Matience Kit
Solar cover

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

04/10/90

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:

Filed with:

Paul J. Giordano

By: Robin D. Giordano
Signature(s) of Debtor(s)

SECURITY PACIFIC FINANCIAL SERVICES, INC.

By: Mae Hatfield
Signature(s) of Secured Party(ies)
MAE HATFIELD BRANCH MANAGER

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

280540

BOOK 554 PAGE 329

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)

CASTLE, JOHN M.
CASTLE, JOYCE E.
307 CLOVERHILL RD
PASADENA MD. 21122

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

SECURITY PACIFIC FINANCIAL
SERVICES, INC.

2568 A RIVA RD #101
ANNAPOLIS, MD. 21401

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

RECORD FEE 12.00

POSTAGE *CK* .50

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

- 1 15x30 pool
- 1 THRU WALL SKIMMER

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

4674150-0777-803 T14:34
04/10/90

H. ERLE SCHAFFER
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:

John Castle

Joyce Castle

Signature(s) of Debtor(s)

SECURITY PACIFIC FINANCIAL SERVICES

By:

Mae Hatfield

Signature(s) of Secured Party(ies)

MAE HATFIELD BRANCH MANAGER

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

554 PAGE 330

N. Greenwald Inc

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

3. MATURITY DATE (If Any) **05MAY99**
FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
GREENWALD, INC., NORMAN
1182 PATUXTENT RD.
ODENTON MD 21113
140263441 AB

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE IND EQUIPMENT CO.
P. O. BOX 65090
WEST DES MOINES IA 50265
FORM-JOHN DEERE IND EQUIP CO
400-19TH, MOLINE, IL. 61625

4. This statement refers to original Financing Statement bearing File No. 267322
Filed with ANNE ARUNDEL MD BK 0511 PG 0482 Date Filed 05MAY87

- 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.

RECORD FEE 10.00
POSTAGE .50
#634170 0777 R03 T14:33
04/10/90

10. _____

TO: CLERK OF CIRCUIT CRT
% UCC DIVISION H. ERLE SCHAFER
ANNE ARUNDEL COUNTY
ANNAPOLIS MD AA CO. 21403 CIRCUIT COURT

Number of Additional Sheets Presented **02APR90**

JOHN DEERE IND EQUIPMENT CO.

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

By: D. J. Walters Director, Installment Finance - For
Signature(s) of Secured Party(ies)

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
 JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

10.50

BOOK 554 PAGE 331

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
..X... Subject to Recordation Tax on prin-
cipal amount of \$..... 5,000.00

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

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
BOWIE BOLT AND SUPPLY, INC.	P.O. BOX 906 BOWIE, MARYLAND 20715-0906

EQUIPMENT LOCATION:
2404 CROFTON BLVD.
CROFTON, MD 21114

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

RECORD FEE	11.00
RECORD TAX	35.00
POSTAGE	.50

to which this Statement should be delivered after it is recorded and from which collateral information may be obtained.

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

#634160 0777 R03 T14:30
CK 04/10/90

One new computer GS 930 LABEL/TRANSFER PRINTER with software, fastner, graphics, all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX Proceeds) of the collateral are also specifically covered.
.....Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
BOWIE BOLT AND SUPPLY, INC.	THE CITIZENS NATIONAL BANK

By: Loyd D Weathers
Loyd D Weathers, Sec/TRES.

By: Murdell Howell
Murdell Howell
Branch Officer

By:

Type or print all names and titles under signatures.

Handwritten: 65-50

554 332

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

1. Debtor(s) (Last Name First) and address(es) The Southland Corporation 2828 North Haskell Avenue Dallas, Texas 75204	2. Secured Party(ies) and address(es) Citicorp North America, Inc. as Agent (See Exhibit A of original financing statement) 717 North Harwood Dallas, Texas 75210	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	--	---

4. This statement refers to original Financing Statement bearing File No. BK 522 Pg 199
 Filed with Anne Arundel, Maryland Date Filed Jan. 18 19 88

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number 1001, is still effectively in force.

6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above to the property described.

7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described has been assigned to the assignee whose name and address appears in Item 10.

8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. The mailing address of the Secured Party is amended to read as follows:
 Citicorp North America, Inc., as Agent
 (See Exhibit A to original financing statement)
 2001 Ross Avenue
 1500 Trammel Crow Center, L.B. 111
 Dallas, Texas 75201
 - (See Schedule 1, re: debtor and secured party)
 No. of additional Sheets presented: 5

The Southland Corporation
 By: [Signature]
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical

Citicorp North America, Inc.,
 as Agent
 By: [Signature]
 Signature(s) of Secured Party(ies)

RECORD FEE 1.00
 RECORD FEE CK 9.00
 POSTAGE 50
 #5410-0777-R03 04/10/90
 AA CO. CIRCUIT COURT
 559412

STANDARD FORM FORM UCC-3

THE MAILING ADDRESS OF THE SECURED PARTY SHOULD BE AMENDED AS FOLLOWS:

Citicorp North America, Inc.
1500 Trammell Crow Center
2001 Ross Avenue, LB #111
Dallas, TX 75201

and

THE MAILING ADDRESS OF THE DEBTOR SHOULD BE AMENDED AS FOLLOWS:

The Southland Corporation
2711 North Haskell Avenue
Dallas, TX 75204

PARTIES

Debtor name (last name first if individual) and mailing address:
KEITH H. ENGELS
LOT 1 WALSH CT.
LAUREL MD 20707 1

Debtor name (last name first if individual) and mailing address:
LOT 1 WALSH CT.
LAUREL MD 20707 1a

Debtor name (last name first if individual) and mailing address:
LOT 1 WALSH CT.
LAUREL MD 20707 1a

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
KONA MH BROKERS & ASSOC., INC.
1602 JOHN ROSS LANE
P.O. BOX 540
CROWNSVILLE, MD 21076 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):

KONA MH BROKERS & ASSOC., INC.
Diana R. Rubenstein, Agent

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

Filing No. (stamped by filing officer): **554 PAGE 334** Date, Time, Filing Office (stamped by filing officer): **280542**

RECORD FEE 11.00
#634100 0777 R03 T14:24
04/10/90

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 **AA CO. CIRCUIT COURT** 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:
1988 HOLLY PARK HOMES
14 X 70 SERIAL# 010P18899 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS 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.(i) OR
THE STATE LAW EQUIVALENT STATUTE." 9

(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): 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
KEITH H. ENGELS *Keith H. Engels*

1a
1b 11

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

12

FINANCING STATEMENT Form UCC-1 Identifying File No. **280543**

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

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

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

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

1. DEBTOR

Name KENNETH M FORRESTER
Address 3666 8TH AVENUE EDGEWATER, MD 21037

2. SECURED PARTY

Name CHRYSLER FIRST FINANCIAL SERVICES CORPORATION
Address 576 RITCHIE HWY SEVERNA PARK, MD 21146

Person And Address To Whom Statement Is To Be Returned 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.) 1990 WELLCRAFT BOAT 23' SERIAL# WELA09636990
- 2.) 260HP MERCUISER MOTOR SERIAL# OC448647

RECORD FEE 11.00
 POSTAGE .50
 #634070 C777 R03 T14:22
 04/10/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

Kenneth M. Forrester
(Signature of Debtor)

KENNETH M. FORRESTER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

T.J. Breig
(Signature of Secured Party)

T.J. BREIG, CHRYSLER FIRST
Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT FORM UCC 1

Identifying File No.

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5527.00

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

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

1. DEBTOR

Name United Technologies Corporation, Otis Elevator Company
Address 10 Farm Springs, Farmington, CT 06032

2. SECURED PARTY

Name Old colony Group, Inc.
Address 10 Tower Office Park, Suite 100, Woburn, MA 01801

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

3. Maturity date of obligation (if any)

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

Equipment Schedule No. 15 to Master Lease Agreement dated November 13, 1989 between Old Colony Group, Inc., as Lessor and United Technologies Corporation, Otis Elevator Company as Lessee and all proceeds, including insurance proceeds, of and from said equipment.

Name and address of Assignee: Harbor Capital Corporation, 191 Waukegan Road, Northfield, Ill 60093

(1)4224/2C2 Printer

See Schedule A Attached

RECORD FEE 11.00
#634060 0777 R03 T14:21
04/10/90
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)

Filed with: Anne Arundel County

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

LESSEE: United Technologies Corporation, Otis Elevator Company

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

LESSOR: Old Colony Group, Inc.

Bridget Gallagher
(Signature of Secured Party)

Bridget Gallagher
Type or Print Above Signature on Above Line

Handwritten initials or marks

SCHEDULE A

This Financing Statement is intended as notice of the fact of a lease dated November 15, 1989 between OLD COLONY GROUP, INC. as Lessor and UNITED TECHNOLOGIES CORPORATION, OTIS ELEVATOR COMPANY as Lessee as it relates to Equipment Schedule No. 15 however, in the event that perfection of a security interest is required by law to protect the interest of the Lessor or its Assignee in the property covered by said Lease, then the filing of this statement is intended to perfect whatever security interest Lessor or its Assignee may have in such equipment.

Lease Schedule No. 15 includes the following equipment:

EQUIPMENT MANUFACTURER:

IBM

<u>QUANTITY</u>	<u>MODEL/FEATURES</u>	<u>DESCRIPTION</u>
(1)	4224/2C2	Printer

<u>EQUIPMENT</u>	<u>LOCATION:</u>	OTIS ELEVATOR COMPANY 4999 Fairview Avenue Linthicum, MD 21090-1499
------------------	------------------	---

554 FILE 338

280545

FINANCING STATEMENT

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

5. Debtor(s) Name(s) _____ Address(es) _____
 All Star Vending 325 Roesler Rd, Glen Burnie, Md 21061

RECORD FEE 11.00
 POSTAGE CK .50

6. Secured Party
 Willow Enterprises, Inc
 Attention: Louis Wilner

Address 325 Roesler Rd, Glen Burnie, Md 21061

#634040 C777 R03 T14:21
 04/10/90

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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

- A. 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.

All Star Vending _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Willow Enterprises, Inc _____ (Seal)

 Type name and title
 Larry Wilner - President
 Assignee - Firestone Financial Corp
 38 Glen Ave, Newton Center, Mass
 02159



SCHEDULE A

BOOK 554 PAGE 339

This Schedule A is attached to and made a part of a
Installment contract between All Star Vending (Buyer) and

Willow Enterprises, Inc (Seller) dated April 6, 1990.

8 National 141 Snack Machines-57170-57345-57399-57445
57492-57512-57555-57589

8 Rockolq CCA5 Can Machines- 91317-91355-91368-91423
91466-91498-91527-91533

8 Dixie Narco Model 501T Drink Machines
19280303-19280376-19280402-19280467-19280345
19280503-19280566-19280633

City

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name BROOKLYN CYCLE WORLD, INC.

Address 6027 RITCHIE HIGHWAY, BALTIMORE, MARYLAND 21225

2. SECURED PARTY YAMAHA MOTOR CORPORATION, U.S.A.

Name ~~YAMAHA PARTS DISTRIBUTORS, INC.~~ AND YAMAHA PARTS DISTRIBUTORS, INC.

Address 6555 KATELLA AVENUE

CYPRESS, CALIFORNIA 90630

Person And Address To Whom Statement Is To Be Returned 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 YAMAHA Motorcycles, Snowmobiles, All Terrain Vehicles, Karting Products, Engines, Golf Cars, Sun Classics, Pumps, Snow Blowers, Generators, Water Vehicles, Outboard Motors, Lawn and Garden Equipment and Tractors, and RIVA Motor Scooters; all YAMAHA parts, tools and accessories; all RIVA parts, tools and accessories; all accessories, attachments, accessories, replacements, substitutions, additions and improvements to any of the foregoing; all such other products (including, without limitation, all equipment and inventory) as may be distributed by YMUS, its subsidiaries and affiliates (including, without limitation, YPDI); and the proceeds of any of the foregoing, including, but not limited to, proceeds of insurance covering the Collateral, or any portion thereof, and any and all accounts, equipment, inventory, general intangibles, negotiable collateral, money, deposit accounts, or other tangible or intangible property resulting from the sale or disposition of the Collateral, or any portion thereof or interest therein, and the proceeds thereof.

Name and address of Assignee

RECORD FEE 11.00

#633960 C777 R03 14:16

CK

04/10/90

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)

[Handwritten Signature]

(Signature of Debtor)

BERNARD O. JEFFERS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

T. RUMINER
Type or Print Above Signature on Above Line

11

XL28

BOOK 554 PAGE 341

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

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

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) LANDSCAPE CREATIONS BY FLOWER P.O. BOX 209 Pasadena, MD. 21122	2. SECURED PARTY(IES) AND ADDRESS(ES)
--	---------------------------------------

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)
Book 497 PAGE 116

3. This statement refers to original Financing Statement No. 261398 Dated: 4/21/86

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

RECORD FEE 10.00
POSTAGE .50
#533940 0777 R03 T14:15

4. This transaction is exempt from the Recording Tax. 04/10/90

Filed with: Anne Arundel County H. ERLE SCHAFER

Dated: 3/30, 1990 By: J Doran
Ford Motor Credit ^{ASSOC.} CIRCUIT COURT
(NAME OF SECURED PARTY)

F M C C JUN 65 7288-M (MARYLAND ONLY)

10.50

280547

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)
Annapolis Yacht Sales, Inc.
c/o Bert Jabins Yacht Yard
7310 Edgewood Road
Annapolis, MD 21403

2. Secured Party(ies) and address(es)
AT&T Credit Corporation
P.O. Box 1008
Chadds Ford, PA 19317

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

RECORD FEE 12.00

#633930 0777 R03 T14:15

CK

04/10/90

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

All of the Debtor's present and hereafter acquired inventory, machinery, equipment, all goods, merchandise or other personal property held by the Debtor for sale or lease, and all furniture and fixtures, accounts receivable, contract rights, chattel paper, instruments and documents, all attachments, accessories and additions to the foregoing, substitutions and replacements hereto, and all right, title and interest of the Debtor therein and thereto, and all proceeds and products of any of the foregoing including, without limitation, insurance proceeds.

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

"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:

Annapolis Yacht Sales, Inc. c/o Bert Jabins Yacht Yard

AT&T Credit Corporation

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)

554 343

280548

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

FINANCING STATEMENT

1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Name or Names—Print or Type
The Arundel Center Annapolis, Maryland 21404
Address—Street No., City - County State Zip Code

2. Secured Party: MNC LEASING, A DIVISION OF MNC CREDIT CORP
Name or Names—Print or Type
502 Washington Avenue Towson, Maryland 21204
Address—Street No., City - County State Zip Code

2. a. Assignee of Secured Party: FERRIS, BAKER WATTS, INCORPORATED
Name or Names—Print or Type
100 Light Street Baltimore Maryland 21202
Address—Street No., City - County State Zip Code

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

RECORD FEE 12.00

POSTAGE *CK* .50

#633920 0777 R03 T14:14

04/10/90

See Attachment

H. ERLE SCHAFER

4. If above described personal property is to be affixed to real property, describe real property. AA CO. CIRCUIT COURT

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): ANNE ARUNDEL COUNTY, MARYLAND

Adrian A Teal

SECURED PARTY: MNC LEASING, A DIVISION OF MNC CREDIT CORP

Th [signature] U.F.

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

Name and Address _____

12/50

DEBTOR: ANNE ARUNDEL COUNTY, MARYLAND

SECURED PARTY: MNC LEASING, A DIVISION OF MNC CREDIT CORP

=====

The equipment leased pursuant to that certain Equipment Lease/Purchase Agreement dated as of 2/23, 1990, between Secured Party, as lessor, and Debtor, as lessee, and all replacements, substitutions and alternatives therefor and thereof and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies or condemnation awards, thereof (more fully described on the attached). *

*1 - IBM Communication Controller, Model #3745 170, Serial #00311080

551 345

280549

UCC STATEMENT

(1) Filing Officer Copy — Alphabetical

1. This UCC Statement dated <u>4-4-90</u> is to be filed in the office shown below. Filed with <u>Case</u> <u>Unadvised Co</u>	2. File number and filing date of original financing statement, if any, previously filed in office shown at left. File Number: _____ Filing Date: _____	3. For Filing Officer: File Number: _____ Filing Date and Hour: _____	4. Index numbers of subsequent statements (FOR OFFICE USE ONLY)
--	---	---	---

5. This statement is (CHECK ONLY ONE BOX):

ORIGINAL FINANCING STATEMENT. This financing statement covers the collateral described in Item 8. If a name and address appear in Item 10, they are the name and address of the Assignee to whom the Secured Party has assigned its Security Interest in such collateral prior to filing.

ORIGINAL FINANCING STATEMENT WITHOUT DEBTOR'S SIGNATURE. This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction.

AMENDMENT. The financing statement bearing the file number shown in Item 2 is amended as set forth in Item 11.

CONTINUATION STATEMENT. The financing statement bearing the file number shown in Item 2 is still effective.

ASSIGNMENT. Secured Party of Record has, subsequent to the filing of the financing statement bearing the file number shown in Item 2, assigned his (its) rights, under the said financing statement, in the collateral described in Item 11 to the Assignee whose name and address are shown in Item 10.

PARTIAL RELEASE OF COLLATERAL. Secured Party releases the collateral described in Item 11 from the financing statement bearing the file number shown in Item 2.

TERMINATION. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

6. Name(s) and Mailing Address(es) of Debtor(s) <u>McLean Contracting Co.</u> <u>6700 Curtis Court</u> <u>Glen Burnie Md 21061-6480</u>	7. Name and Address of Secured Party: CARTER MACHINERY COMPANY, INC. P.O. Box 3096 Salem, Virginia 24153-3096
--	--

RECORD FEE 11.00
POSTAGE CR .50
#633840 CTTT R03 T14:06
04/10/90

8. Description of Collateral: (Proceeds and Products of Collateral are Also Covered)
Caterpillar 953 Serial # 20Z3192
One Caterpillar 953 Loader, Serial Nubmer 20Z3192 CM 10109-85140
This is not subject to recordation tax.

9. This statement is intended to apply whether the property described above is leased or sold to Debtor. Should the property be initially leased and later purchased by Debtor, Secured Party's security interest, this statement is intended to cover such security interest. It shall also apply to any renewal, extension or refinancing of the obligations secured, carbon, photographic or other reproduction hereof is sufficient as a financing statement.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

10. Name and Address of Assignee:	11. Set forth here is: (Check one box:) <input type="checkbox"/> Manner in which the original financing statement is amended: <input type="checkbox"/> Description of collateral in which rights are assigned: <input type="checkbox"/> Description of collateral released from original financing statement:
-----------------------------------	--

13. CARTER MACHINERY COMPANY, INC. <u>[Signature]</u> SIGNATURE OF SECURED PARTY SIGNATURE FOR TERMINATION STATEMENT	<u>McLean Contracting Co.</u> <u>[Signature]</u> SIGNATURE(S) OF DEBTOR(S) (Required only on original Financing Statement or Amendment)
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554 346

280550

UCC STATEMENT

(1) Filing Officer Copy — Alphabetical

1. This UCC Statement dated <u>4-4-90</u> is to be filed in the office shown below. Filed with <u>Arthur</u> <u>Grindel Co</u>	2. File number and filing date of original financing statement, if any, previously filed in office shown at left. File Number: _____ Filing Date: _____	3. For Filing Officer: File Number: _____ Filing Date and Hour: _____	4. Index numbers of subsequent statements (FOR OFFICE USE ONLY)
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5. This statement is (CHECK ONLY ONE BOX):
- ORIGINAL FINANCING STATEMENT. This financing statement covers the collateral described in Item 8. If a name and address appear in Item 10, they are the name and address of the Assignee to whom the Secured Party has assigned its Security Interest in such collateral prior to filing.
 - ORIGINAL FINANCING STATEMENT WITHOUT DEBTOR'S SIGNATURE. This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction.
 - AMENDMENT. The financing statement bearing the file number shown in Item 2 is amended as set forth in Item 11.

- CONTINUATION STATEMENT. The financing statement bearing the file number shown in Item 2 is still effective.
- ASSIGNMENT. Secured Party of Record has, subsequent to the filing of the financing statement bearing the file number shown in Item 2, assigned his (its) rights, under the said financing statement, in the collateral described in Item 11 to the Assignee whose name and address are shown in Item 10.
- PARTIAL RELEASE OF COLLATERAL. Secured Party releases the collateral described in Item 11 from the financing statement bearing the file number shown in Item 2.
- TERMINATION. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

*6. Name(s) and Mailing Address(es) of Debtor(s) <u>McLean Contracting Co.</u> <u>6700 Curtis Court</u> <u>Glen Burnie Md 21061-6480</u>	7. Name and Address of Secured Party: <u>CARTER MACHINERY COMPANY, INC.</u> <u>P.O. Box 3096</u> <u>Salem, Virginia 24153-3096</u>
---	---

*8. Description of Collateral: (Proceeds and Products of Collateral are Also Covered)
Caterpillar ~~120 SA 61M13306~~
140G 72V 12320
One Caterpillar 140 G Grader
Serial Number 72V12320
CM 10109-84610

RECORD FEE 11.00
POSTAGE CK .50
#633830 0777 R03 T14:06

This is not subject to recordation tax

9. This statement is intended to apply whether the property described above is leased or sold to Debtor. Should the property be initially leased and later purchased by Debtor subject to Secured Party's security interest, this statement is intended to cover such security interest. It shall also apply to any renewal, extension or refinancing of the obligations secured. A carbon, photographic or other reproduction hereof is sufficient as a financing statement. 04/10/90

10. Name and Address of Assignee:	11. Set forth here is: (Check one box): <input type="checkbox"/> Manner in which the original financing statement is amended; <input type="checkbox"/> Description of collateral in which rights are assigned: <u>H. ERLE SCHAFER</u> <input type="checkbox"/> Description of collateral released from original financing statement: <u>AA CO. CIRCUIT COURT</u>
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13. CARTER MACHINERY COMPANY, INC. <u>Judith W. Wesley</u> SIGNATURE OF SECURED PARTY SIGNATURE FOR TERMINATION STATEMENT	<u>McLean Contracting Co.</u> <u>[Signature]</u> SIGNATURE(S) OF DEBTOR(S) (Required only on original Financing Statement or Amendment)
--	--

UCC STATEMENT

(1) Filing Officer Copy — Alphabetical

1. This UCC Statement dated <u>4-4-90</u> is to be filed in the office shown below. Filed with <u>Case</u> <u>Almond Co</u>	2. File number and filing date of original financing statement, if any, previously filed in office shown at left. File Number: _____ Filing Date: _____	3. For Filing Officer: File Number: _____ Filing Date and Hour: _____	4. Index numbers of subsequent statements (FOR OFFICE USE ONLY)
---	---	---	---

5. This statement is (CHECK ONLY ONE BOX)
 ORIGINAL FINANCING STATEMENT. This financing statement covers the collateral described in Item 8. If a name and address appear in Item 10, they are the name and address of the Assignee to whom the Secured Party has assigned its Security Interest in such collateral prior to filing.
 ORIGINAL FINANCING STATEMENT WITHOUT DEBTOR'S SIGNATURE. This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction.
 AMENDMENT. The financing statement bearing the file number shown in Item 2 is amended as set forth in Item 11.

CONTINUATION STATEMENT. The financing statement bearing the file number shown in Item 2 is still effective.
 ASSIGNMENT. Secured Party of Record has, subsequent to the filing of the financing statement bearing the file number shown in Item 2, assigned his (its) rights, under the said financing statement, in the collateral described in Item 11 to the Assignee whose name and address are shown in Item 10.
 PARTIAL RELEASE OF COLLATERAL. Secured Party releases the collateral described in Item 11 from the financing statement bearing the file number shown in Item 2.
 TERMINATION. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

McLean Contracting Co.

*6. Name(s) and Mailing Address(es) of Debtor(s) <u>McLean Contracting Co</u> <u>6700 Curtis Court</u> <u>Glenn Burnie Md 21061-6480</u>	7. Name and Address of Secured Party: CARTER MACHINERY COMPANY, INC. P.O. Box 3096 Salem, Virginia 24153-3096
---	--

*8. Description of Collateral: (Proceeds and Products of Collateral are Also Covered)
1 Caterpillar 613C Scraper 92X1124

One Caterpillar 613C Scraper, Serial Number 92X1124 CM 10107
 This is subject to recordation tax.

RECORDATION FEE 11.00
 POSTAGE .50

9. This statement is intended to apply whether the property described above is leased or sold to Debtor. Should the property be initially leased and later purchased by Debtor subject to Secured Party's security interest, this statement is intended to cover such security interest. It shall also apply to any renewal, extension or refinancing of the security interest by carbon, photographic or other reproduction hereof is sufficient as a financing statement.

10. Name and Address of Assignee:	11. Set forth here is: <input type="checkbox"/> Manner in which the original financing statement is amended: <input type="checkbox"/> Description of collateral in which rights are assigned: <input type="checkbox"/> Description of collateral released from original financing statement.
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04/10/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

13. CARTER MACHINERY COMPANY, INC. <u>Judelle Madley</u> SIGNATURE OF SECURED PARTY SIGNATURE FOR TERMINATION STATEMENT	McLean Contracting Co. <u>[Signature]</u> SIGNATURE(S) OF DEBTOR(S) (Required only on original Financing Statement or Amendment)
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280552

UCC STATEMENT

(1) Filing Office

1. This UCC Statement dated <u>4-4-90</u> is to be filed in the office shown below. Filed with <u>Chesapeake Co</u>	2. File number and filing date of original financing statement, if any, previously filed in office shown at left. File Number: _____ Filing Date: _____	3. For Filing Officer: File Number: _____ Filing Date and Hour: _____	4. Index numbers statements (FOR OFFICE ONLY)
--	---	---	---

5. This statement is (CHECK ONLY ONE BOX)

- ORIGINAL FINANCING STATEMENT. This financing statement covers the collateral described in Item 8. If a name and address appear in Item 10, they are the name and address of the Assignee to whom the Secured Party has assigned its Security Interest in such collateral prior to filing.
- ORIGINAL FINANCING STATEMENT WITHOUT DEBTOR'S SIGNATURE. This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction.
- AMENDMENT. The financing statement bearing the file number shown in Item 2 is amended as set forth in Item 11.

- CONTINUATION STATEMENT. The financing statement bearing the file number shown in Item 2 is still effective.
- ASSIGNMENT. Secured Party of Record has, subsequent to the filing of the financing statement bearing the file number shown in Item 2, assigned his (its) rights, under the said financing statement, in the collateral described in Item 11 to the Assignee whose name and address are shown in Item 10.
- PARTIAL RELEASE OF COLLATERAL. Secured Party releases the collateral described in Item 11 from the financing statement bearing the file number shown in Item 2.
- TERMINATION. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

6. Name(s) and Mailing Address(es) of Debtor(s)
McLean Contracting Co.
McLean Contracting Co.
6700 Curtis Court
Glen Burnie Md.

7. Name and Address of Secured Party:
CARTER MACHINERY COMPANY, INC.
P.O. Box 3096
Salem, Virginia 24153-3096

RECORD FEE 11.00
 POSTAGE .50

8. Description of Collateral: (Proceeds and Products of Collateral are Also Covered)
Caterpillar 613C SN 92X00780

One Caterpillar 613C Scraper, Serial Number 92X00780 CM 30108-02690
 This is not subject to recordation tax.

#633810-0777 R03 T14:05
 BK 04/10/90

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

9. This statement is intended to apply whether the property described above is leased or sold to Debtor. Should the property be initially leased and later purchased by Debtor subject to Secured Party's security interest, this statement is intended to cover such security interest. It shall also apply to any renewal, extension or refinancing of the obligations secured. A carbon, photographic or other reproduction hereof is sufficient as a financing statement.

10. Name and Address of Assignee:

11. Set forth here is: (Check one box:)
- Manner in which the original financing statement is amended:
 - Description of collateral in which rights are assigned:
 - Description of collateral released from original financing statement:

13. CARTER MACHINERY COMPANY, INC.
Judith Wadley
 SIGNATURE OF SECURED PARTY
 SIGNATURE FOR TERMINATION STATEMENT

McLean Contracting Co.
[Signature]
 SIGNATURE(S) OF DEBTOR(S)
 (Required only on original Financing Statement or Amendment)

1/50

280553

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

Name The Casual Male Corporation FIN# 04-2960381
Address 418 Boston Turnpike, Shrewsbury, MA 01545

2. SECURED PARTY

Name Shawmut Bank, N.A. FIN# 04-1654298
Address One Federal Street, Boston, MA 02211

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

3. Maturity date of obligation (if any) _____

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

All personal property and fixtures as described on Exhibit A attached hereto and incorporated herein.

Taxes are being paid to the Department of Assessments and Taxation of State.

Filed with Anne Arundel County

RECORD FEE 21.00
POSTAGE .50
#533740 0777 R03 T13:53

CHECK THE LINES WHICH APPLY

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

04/10/90
H. EGLE 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)

THE CASUAL MALE CORPORATION

[Signature] Sec.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SHAWMUT BANK, N.A.

[Signature] V.P.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

218

EXHIBIT A

All of Debtor's "Collateral," which may be located at one or more of the locations listed on Exhibit B attached hereto and incorporated herein, and which may be located elsewhere, and which includes (a) all Accounts and General Intangibles in which Debtor now or hereafter has any right, title or interest, including (without limitation) (i) all deposits, moneys, residues and property of any kind due and to become due from Secured Party to the Debtor, (ii) any damages arising out of or for breach or default in respect of any such Accounts or General Intangibles and (iii) all other amounts from time to time paid or payable under or in connection therewith (b) all Equipment now owned or hereafter acquired; (c) all Inventory now owned or hereafter acquired; and (d) to the extent not otherwise included, all accessions to and additions to, substitutions for, and replacements, Proceeds and products of any and all of the foregoing.

"Accounts" means all "accounts", as such term is defined in Section 9-106 of the UCC, now or hereafter owned by Debtor, and also means and includes any right of Debtor to payment for goods sold or leased or for services rendered that Debtor may now have or hereafter acquire, whether or not such right has been earned by performance, including (without limitation) all accounts, account receivable, book debts, instruments and chattel paper, leases, notes, drafts, acceptances, payments under leases of Inventory or Equipment or sale of Inventory or Equipment and other forms of obligations now or hereafter received by or belonging or owing to Debtor for goods sold or leased and/or services rendered, all guaranties and security therefor, all goods giving rise thereto and all rights pertaining to such goods including (without limitation) the rights of a seller under the UCC to reclaim such goods or stop them in transit, and all of Debtor's rights in, to and under all purchase orders, instruments and other documents now or hereafter delivered by or to it evidencing obligations for and representing payment for goods sold or leased and/or services rendered, and all monies due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services, now in existence or hereafter arising, including (without limitation) the right to receive the Proceeds of such purchase orders and contracts.

"Equipment" means all "equipment", as such term is defined in Section 9-109(2) of the UCC, now or hereafter owned by Debtor, and also means and includes all personal property constituting machinery, equipment, plant, furnishings, fixtures, and other fixed assets now owned or hereafter acquired by Debtor, including (without limitation) all items of machinery and equipment of any kind, nature and description, as well as trucks and vehicles of every description, trailers, handling and delivery equipment and office furniture, store furnishings and fixtures, and all additions to, substitutions for, replacements of or accessions to any of the foregoing items and all attachments, components, parts (including spare parts) and accessories, whether installed thereon or affixed thereto, and all fuel for any thereof.

"General Intangibles" means all "general intangibles", as such term is defined in Section 9-106 of the UCC, and all intangible personal property not included in Accounts, now or hereafter owned or acquired by Debtor, and also means and includes all right, title and interest of Debtor now or hereafter owned or acquired in intellectual property, patents, patent applications,

goodwill, trademarks, trademark applications, trade names, service marks, copyrights, permits, licenses, federal, state, or local tax refunds, the Debtor's right to return of any residual assets that remain in any and all of its employee retirement benefit plans, after satisfaction of benefit liabilities thereunder, claims under insurance policies (whether or not Proceeds), other rights (if any) to payment, rights of set off, subrogation, contribution and indemnity, choses in action, rights under judgments, computer programs and software, customer lists, and all contracts and agreements to, or of which Debtor is a party or beneficiary.

"Inventory" means all "inventory", as such term is defined in Section 9-109(4) of the UCC, now owned or hereafter acquired by Debtor, and also means and includes all inventory, wherever located, now owned or hereafter acquired by Debtor, or in which Debtor now has or hereafter may acquire any right, title or interest, including (without limitation) all consigned goods and all merchandise, goods and other personal property now or hereafter owned by Debtor that are held for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process or materials used or consumed or to be used or consumed in Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods, and all bills of lading, warehouse receipts, and other documents of title covering such goods.

"Proceeds" has the meaning given such term under the UCC and, in any event, includes (but is not limited to) (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any Person acting under color of governmental authority), (c) whatever is received upon any collection, exchange, sale, lease or other disposition of any of the Collateral and any property into which any of the Collateral is converted, whether cash or non-cash proceeds, and (d) any and all other products of, or any rents, profits or other amounts from time to time paid or payable under, or in connection with, any of the Collateral.

"UCC" means the Uniform Commercial UCC as it may from time to time be in effect in the Commonwealth of Massachusetts or any other applicable jurisdiction.

101aconoc/casual:acc

MARYLAND

EXHIBIT B

Casual Male Big & Tall
Chesapeake Square Shop Ctr.
Space G
6710 Govenor Richie Highway
Glen Bernie, MD 21061-2319
(Anne Arondel County)

The Casual Male (B&T)
Briggs Chaney Plaza
13863 Outlet Drive
Silver Springs, MD 20904-4971
(Montgomery County)

Casual Male Big & Tall
Greenway Center, Space 205
7565 Greenbelt Road
Greenbelt, MD 20770-3403
(Prince Georges County)

Casual Male Big & Tall
Tower Plaza
14705-F Baltimore Avenue
Laurel, MD 20707-4850
(Prince Georges County)

The Casual Male B&T
Towson Market Place
Premises 2-5
1238 Putty Hill Avenue
Towson, MD 21204-5816
(Baltimore County)

The Casual Male B&T
Montgomery Ward Plaza
6217 Baltimore National Pike
Baltimore, MD 21228-2910
(Independent County)

Casual Male Big & Tall
Bradlees Plaza Space 3
8700 Liberty Road
Randallstown, MD 21133-4706
(Baltimore County)

Casual Male Big & Tall
Penn Station Shopping Center
5736 Silver Hill Road
District Heights, MD 20747-1101
(Prince Georges County)

554 353

Casual Male Big & Tall
Flagship Center
12077 Rockville Pike
Rockville, MD 20852-1605
(Montgomery County)

Casual Male Big & Tall
Lanover Mall
Lanover Road (202) and Brightseat Road
Lanover, MD 20785
(Prince George County)

Sweats FX
Lanover Mall
Lanover Road (Rt. 202) and Brightseat Road
Lanover, MD 20785
(Prince George County)

kah/casual/ac8

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

Name Himalaya Sportswear, Inc. FIN # 04-2713655
Address 418 Boston Turnpike, Shrewsbury, MA 01545

2. SECURED PARTY

Name Shawmut Bank, N.A. FIN # 04-1654298
Address One Federal Street, Boston, MA 02211

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

3. Maturity date of obligation (if any) _____

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

All personal property and fixtures as described on Exhibit attached hereto and incorporated herein.
Taxes are being paid to the Department of Assessments and Taxation of State.

RECORD FEE 21.00
POSTAGE .50
#633730 0777 R03 T13:53
04/10/90

Filed with Ann Arondel County

CR
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)

HIMALAYA SPORTSWEAR, INC.

Joann Muscato V.P.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SHAWMUT BANK, N.A.

Gregory G. B. V.P.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

2/5

EXHIBIT A

All of Debtor's "Collateral," which may be located at one or more of the locations listed on Exhibit B attached hereto and incorporated herein, and which may be located elsewhere, and which includes (a) all Accounts and General Intangibles in which Debtor now or hereafter has any right, title or interest, including (without limitation) (i) all deposits, moneys, residues and property of any kind due and to become due from Secured Party to the Debtor, (ii) any damages arising out of or for breach or default in respect of any such Accounts or General Intangibles and (iii) all other amounts from time to time paid or payable under or in connection therewith (b) all Equipment now owned or hereafter acquired; (c) all Inventory now owned or hereafter acquired; and (d) to the extent not otherwise included, all accessions to and additions to, substitutions for, and replacements, Proceeds and products of any and all of the foregoing.

"Accounts" means all "accounts", as such term is defined in Section 9-106 of the UCC, now or hereafter owned by Debtor, and also means and includes any right of Debtor to payment for goods sold or leased or for services rendered that Debtor may now have or hereafter acquire, whether or not such right has been earned by performance, including (without limitation) all accounts, account receivable, book debts, instruments and chattel paper, leases, notes, drafts, acceptances, payments under leases of Inventory or Equipment or sale of Inventory or Equipment and other forms of obligations now or hereafter received by or belonging or owing to Debtor for goods sold or leased and/or services rendered, all guaranties and security therefor, all goods giving rise thereto and all rights pertaining to such goods including (without limitation) the rights of a seller under the UCC to reclaim such goods or stop them in transit, and all of Debtor's rights in, to and under all purchase orders, instruments and other documents now or hereafter delivered by or to it evidencing obligations for and representing payment for goods sold or leased and/or services rendered, and all monies due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services, now in existence or hereafter arising, including (without limitation) the right to receive the Proceeds of such purchase orders and contracts.

"Equipment" means all "equipment", as such term is defined in Section 9-109(2) of the UCC, now or hereafter owned by Debtor, and also means and includes all personal property constituting machinery, equipment, plant, furnishings, fixtures, and other fixed assets now owned or hereafter acquired by Debtor, including (without limitation) all items of machinery and equipment of any kind, nature and description, as well as trucks and vehicles of every description, trailers, handling and delivery equipment and office furniture, store furnishings and fixtures, and all additions to, substitutions for, replacements of or accessions to any of the foregoing items and all attachments, components, parts (including spare parts) and accessories, whether installed thereon or affixed thereto, and all fuel for any thereof.

"General Intangibles" means all "general intangibles", as such term is defined in Section 9-106 of the UCC, and all intangible personal property not included in Accounts, now or hereafter owned or acquired by Debtor, and also means and includes all right, title and interest of Debtor now or hereafter owned or acquired in intellectual property, patents, patent applications,

goodwill, trademarks, trademark applications, trade names, service marks, copyrights, permits, licenses, federal, state, or local tax refunds, the Debtor's right to return of any residual assets that remain in any and all of its employee retirement benefit plans, after satisfaction of benefit liabilities thereunder, claims under insurance policies (whether or not Proceeds), other rights (if any) to payment, rights of set off, subrogation, contribution and indemnity, choses in action, rights under judgments, computer programs and software, customer lists, and all contracts and agreements to, or of which Debtor is a party or beneficiary.

"Inventory" means all "inventory", as such term is defined in Section 9-109(4) of the UCC, now owned or hereafter acquired by Debtor, and also means and includes all inventory, wherever located, now owned or hereafter acquired by Debtor, or in which Debtor now has or hereafter may acquire any right, title or interest, including (without limitation) all consigned goods and all merchandise, goods and other personal property now or hereafter owned by Debtor that are held for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process or materials used or consumed or to be used or consumed in Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods, and all bills of lading, warehouse receipts, and other documents of title covering such goods.

"Proceeds" has the meaning given such term under the UCC and, in any event, includes (but is not limited to) (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any Person acting under color of governmental authority), (c) whatever is received upon any collection, exchange, sale, lease or other disposition of any of the Collateral and any property into which any of the Collateral is converted, whether cash or non-cash proceeds, and (d) any and all other products of, or any rents, profits or other amounts from time to time paid or payable under, or in connection with, any of the Collateral.

"UCC" means the Uniform Commercial UCC as it may from time to time be in effect in the Commonwealth of Massachusetts or any other applicable jurisdiction.

101aconoc/casual:act

EXHIBIT B

Casual Male Big & Tall
Chesapeake Square Shop Ctr.
Space G
6710 Govenor Richie Highway
Glen Bernie, MD 21061-2319
(Anne Arondel County)

The Casual Male (B&T)
Briggs Chaney Plaza
13863 Outlet Drive
Silver Springs, MD 20904-4971
(Montgomery County)

Casual Male Big & Tall
Greenway Center, Space 205
7565 Greenbelt Road
Greenbelt, MD 20770-3403
(Prince Georges County)

Casual Male Big & Tall
Tower Plaza
14705-F Baltimore Avenue
Laurel, MD 20707-4850
(Prince Georges County)

The Casual Male B&T
Towson Market Place
Premises 2-5
1238 Putty Hill Avenue
Towson, MD 21204-5816
(Baltimore County)

The Casual Male B&T
Montgomery Ward Plaza
6217 Baltimore National Pike
Baltimore, MD 21228-2910
(Independent County)

Casual Male Big & Tall
Bradlees Plaza Space 3
8700 Liberty Road
Randallstown, MD 21133-4706
(Baltimore County)

Casual Male Big & Tall
Penn Station Shopping Center
5736 Silver Hill Road
District Heights, MD 20747-1101
(Prince Georges County)

554 358

Casual Male Big & Tall
Flagship Center
12077 Rockville Pike
Rockville, MD 20852-1605
(Montgomery County)

Casual Male Big & Tall
Landover Mall
Landover Road (202) and Brightseat Road
Landover, MD 20785
(Prince George County)

Sweats FX
Landover Mall
Landover Road (Rt. 202) and Brightseat Road
Landover, MD 20785
(Prince George County)

kah/casual/ac8

STATE OF MARYLAND

280555

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 Sweats FX, Inc. FIN # 04-3031773
Address 418 Boston Turnpike, Shrewsbury, MA 01545

2. SECURED PARTY

Name Shawmut Bank, N.A. FIN # 04-1454298
Address One Federal Street, Boston, MA 02211

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

3. Maturity date of obligation (if any) _____

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

All personal property and fixtures as described on Exhibit A attached hereto and incorporated herein.

Taxes are being paid to the Department of Assessment and Taxation of State.

RECORD FEE 21.00
POSTAGE .50
#053700 0777 R03 T13:45
04/10/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Filed with Anne Arundel County

CHECK THE LINES WHICH APPLY

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

SWEATS FX, INC.
[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SHAWMUT BANK, N.A.
[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

[Handwritten initials]

EXHIBIT A

All of Debtor's "Collateral," which may be located at one or more of the locations listed on Exhibit B attached hereto and incorporated herein, and which may be located elsewhere, and which includes (a) all Accounts and General Intangibles in which Debtor now or hereafter has any right, title or interest, including (without limitation) (i) all deposits, moneys, residues and property of any kind due and to become due from Secured Party to the Debtor, (ii) any damages arising out of or for breach or default in respect of any such Accounts or General Intangibles and (iii) all other amounts from time to time paid or payable under or in connection therewith (b) all Equipment now owned or hereafter acquired; (c) all Inventory now owned or hereafter acquired; and (d) to the extent not otherwise included, all accessions to and additions to, substitutions for, and replacements, Proceeds and products of any and all of the foregoing.

"Accounts" means all "accounts", as such term is defined in Section 9-106 of the UCC, now or hereafter owned by Debtor, and also means and includes any right of Debtor to payment for goods sold or leased or for services rendered that Debtor may now have or hereafter acquire, whether or not such right has been earned by performance, including (without limitation) all accounts, account receivable, book debts, instruments and chattel paper, leases, notes, drafts, acceptances, payments under leases of Inventory or Equipment or sale of Inventory or Equipment and other forms of obligations now or hereafter received by or belonging or owing to Debtor for goods sold or leased and/or services rendered, all guaranties and security therefor, all goods giving rise thereto and all rights pertaining to such goods including (without limitation) the rights of a seller under the UCC to reclaim such goods or stop them in transit, and all of Debtor's rights in, to and under all purchase orders, instruments and other documents now or hereafter delivered by or to it evidencing obligations for and representing payment for goods sold or leased and/or services rendered, and all monies due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services, now in existence or hereafter arising, including (without limitation) the right to receive the Proceeds of such purchase orders and contracts.

"Equipment" means all "equipment", as such term is defined in Section 9-109(2) of the UCC, now or hereafter owned by Debtor, and also means and includes all personal property constituting machinery, equipment, plant, furnishings, fixtures, and other fixed assets now owned or hereafter acquired by Debtor, including (without limitation) all items of machinery and equipment of any kind, nature and description, as well as trucks and vehicles of every description, trailers, handling and delivery equipment and office furniture, store furnishings and fixtures, and all additions to, substitutions for, replacements of or accessions to any of the foregoing items and all attachments, components, parts (including spare parts) and accessories, whether installed thereon or affixed thereto, and all fuel for any thereof.

"General Intangibles" means all "general intangibles", as such term is defined in Section 9-106 of the UCC, and all intangible personal property not included in Accounts, now or hereafter owned or acquired by Debtor, and also means and includes all right, title and interest of Debtor now or hereafter owned or acquired in intellectual property, patents, patent applications,

554 PAGE 361

goodwill, trademarks, trademark applications, trade names, service marks, copyrights, permits, licenses, federal, state, or local tax refunds, the Debtor's right to return of any residual assets that remain in any and all of its employee retirement benefit plans, after satisfaction of benefit liabilities thereunder, claims under insurance policies (whether or not Proceeds), other rights (if any) to payment, rights of set off, subrogation, contribution and indemnity, choses in action, rights under judgments, computer programs and software, customer lists, and all contracts and agreements to, or of which Debtor is a party or beneficiary.

"Inventory" means all "inventory", as such term is defined in Section 9-109(4) of the UCC, now owned or hereafter acquired by Debtor, and also means and includes all inventory, wherever located, now owned or hereafter acquired by Debtor, or in which Debtor now has or hereafter may acquire any right, title or interest, including (without limitation) all consigned goods and all merchandise, goods and other personal property now or hereafter owned by Debtor that are held for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process or materials used or consumed or to be used or consumed in Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods, and all bills of lading, warehouse receipts, and other documents of title covering such goods.

"Proceeds" has the meaning given such term under the UCC and, in any event, includes (but is not limited to) (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any Person acting under color of governmental authority), (c) whatever is received upon any collection, exchange, sale, lease or other disposition of any of the Collateral and any property into which any of the Collateral is converted, whether cash or non-cash proceeds, and (d) any and all other products of, or any rents, profits or other amounts from time to time paid or payable under, or in connection with, any of the Collateral.

"UCC" means the Uniform Commercial UCC as it may from time to time be in effect in the Commonwealth of Massachusetts or any other applicable jurisdiction.

101aconoc/casual:act

EXHIBIT B

Casual Male Big & Tall
Chesapeake Square Shop Ctr.
Space G
6710 Govenor Richie Highway
Glen Bernie, MD 21061-2319
(Anne Arondel County)

The Casual Male (B&T)
Briggs Chaney Plaza
13863 Outlet Drive
Silver Springs, MD 20904-4971
(Montgomery County)

Casual Male Big & Tall
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Greenbelt, MD 20770-3403
(Prince Georges County)

Casual Male Big & Tall
Tower Plaza
14705-F Baltimore Avenue
Laurel, MD 20707-4850
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Towson Market Place
Premises 2-5
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(Baltimore County)

The Casual Male B&T
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Casual Male Big & Tall
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Landover Mall
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Landover, MD 20785
(Prince George County)

Sweats FX
Landover Mall
Landover Road (Rt. 202) and Brightseat Road
Landover, MD 20785
(Prince George County)

kah/casual/ac8

STATE OF MARYLAND

280556

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name The Casual Male, Inc. FIN # 04-2477790
Address 418 Boston Turnpike, Shrewsbury, MA 01545

2. SECURED PARTY

Name Shawmut Bank, N.A. FIN # 04-1654298
Address One Federal Street, Boston, MA 02211

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

3. Maturity date of obligation (if any) _____

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

All personal property and fixtures as described on Exhibit A attached hereto and incorporated herein.
Taxes are being paid to the Department of Assessments and Taxation of State.

Filed with Anne Arundel County

RECORD FEE 21.00
POSTAGE .50

CK #633700.0777 R03 T13:44
04/10/90

CHECK THE LINES WHICH APPLY

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

W. 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)

THE CASUAL MALE, INC.

[Handwritten Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SHAWMUT BANK, N.A.

[Handwritten Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

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50

EXHIBIT A

All of Debtor's "Collateral," which may be located at one or more of the locations listed on Exhibit B attached hereto and incorporated herein, and which may be located elsewhere, and which includes (a) all Accounts and General Intangibles in which Debtor now or hereafter has any right, title or interest, including (without limitation) (i) all deposits, moneys, residues and property of any kind due and to become due from Secured Party to the Debtor, (ii) any damages arising out of or for breach or default in respect of any such Accounts or General Intangibles and (iii) all other amounts from time to time paid or payable under or in connection therewith (b) all Equipment now owned or hereafter acquired; (c) all Inventory now owned or hereafter acquired; and (d) to the extent not otherwise included, all accessions to and additions to, substitutions for, and replacements, Proceeds and products of any and all of the foregoing.

"Accounts" means all "accounts", as such term is defined in Section 9-106 of the UCC, now or hereafter owned by Debtor, and also means and includes any right of Debtor to payment for goods sold or leased or for services rendered that Debtor may now have or hereafter acquire, whether or not such right has been earned by performance, including (without limitation) all accounts, account receivable, book debts, instruments and chattel paper, leases, notes, drafts, acceptances, payments under leases of Inventory or Equipment or sale of Inventory or Equipment and other forms of obligations now or hereafter received by or belonging or owing to Debtor for goods sold or leased and/or services rendered, all guaranties and security therefor, all goods giving rise thereto and all rights pertaining to such goods including (without limitation) the rights of a seller under the UCC to reclaim such goods or stop them in transit, and all of Debtor's rights in, to and under all purchase orders, instruments and other documents now or hereafter delivered by or to it evidencing obligations for and representing payment for goods sold or leased and/or services rendered, and all monies due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services, now in existence or hereafter arising, including (without limitation) the right to receive the Proceeds of such purchase orders and contracts.

"Equipment" means all "equipment", as such term is defined in Section 9-109(2) of the UCC, now or hereafter owned by Debtor, and also means and includes all personal property constituting machinery, equipment, plant, furnishings, fixtures, and other fixed assets now owned or hereafter acquired by Debtor, including (without limitation) all items of machinery and equipment of any kind, nature and description, as well as trucks and vehicles of every description, trailers, handling and delivery equipment and office furniture, store furnishings and fixtures, and all additions to, substitutions for, replacements of or accessions to any of the foregoing items and all attachments, components, parts (including spare parts) and accessories, whether installed thereon or affixed thereto, and all fuel for any thereof.

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goodwill, trademarks, trademark applications, trade names, service marks, copyrights, permits, licenses, federal, state, or local tax refunds, the Debtor's right to return of any residual assets that remain in any and all of its employee retirement benefit plans, after satisfaction of benefit liabilities thereunder, claims under insurance policies (whether or not Proceeds), other rights (if any) to payment, rights of set off, subrogation, contribution and indemnity, choses in action, rights under judgments, computer programs and software, customer lists, and all contracts and agreements to, or of which Debtor is a party or beneficiary.

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"UCC" means the Uniform Commercial UCC as it may from time to time be in effect in the Commonwealth of Massachusetts or any other applicable jurisdiction.

101aconoc/casual:acc

MARYLAND

EXHIBIT B

554 367

Casual Male Big & Tall
Chesapeake Square Shop Ctr.
Space G
6710 Govenor Richie Highway
Glen Bernie, MD 21061-2319
(Anne Arondel County)

The Casual Male (B&T)
Briggs Chaney Plaza
13863 Outlet Drive
Silver Springs, MD 20904-4971
(Montgomery County)

Casual Male Big & Tall
Greenway Center, Space 205
7565 Greenbelt Road
Greenbelt, MD 20770-3403
(Prince Georges County)

Casual Male Big & Tall
Tower Plaza
14705-F Baltimore Avenue
Laurel, MD 20707-4850
(Prince Georges County)

The Casual Male B&T
Towson Market Place
Premises 2-5
1238 Putty Hill Avenue
Towson, MD 21204-5816
(Baltimore County)

The Casual Male B&T
Montgomery Ward Plaza
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Baltimore, MD 21228-2910
(Independent County)

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Randallstown, MD 21133-4706
(Baltimore County)

Casual Male Big & Tall
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5736 Silver Hill Road
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Casual Male Big & Tall
Flagship Center
12077 Rockville Pike
Rockville, MD 20852-1605
(Montgomery County)

Casual Male Big & Tall
Landover Mall
Landover Road (202) and Brightseat Road
Landover, MD 20785
(Prince George County)

Sweats FX
Landover Mall
Landover Road (Rt. 202) and Brightseat Road
Landover, MD 20785
(Prince George County)

kah/casual/ac8

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280557

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

If transaction or transactions wholly or partially subject to 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 TCM Apparel, Inc. FIN # 04-2625542
Address 418 Boston Turnpike, Shrewsbury, MA 01545

2. SECURED PARTY

Name Shawmut Bank, N.A. FIN # 04-1654298
Address One Federal Street, Boston, MA 02211

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

3. Maturity date of obligation (if any)

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

All personal property and fixtures as described on Exhibit A attached hereto and incorporated herein.

Taxes are being paid to the Department of Assessment and Taxation of State.

RECORD FEE 21.00
POSTAGE .50

4853713 0777 R03 T13:44
04/10/96
EK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Filed with Anne Arundel County

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TCM APPAREL, INC.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SHAWMUT BANK, N.A.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

2/80

EXHIBIT A

All of Debtor's "Collateral," which may be located at one or more of the locations listed on Exhibit B attached hereto and incorporated herein, and which may be located elsewhere, and which includes (a) all Accounts and General Intangibles in which Debtor now or hereafter has any right, title or interest, including (without limitation) (i) all deposits, moneys, residues and property of any kind due and to become due from Secured Party to the Debtor, (ii) any damages arising out of or for breach or default in respect of any such Accounts or General Intangibles and (iii) all other amounts from time to time paid or payable under or in connection therewith (b) all Equipment now owned or hereafter acquired; (c) all Inventory now owned or hereafter acquired; and (d) to the extent not otherwise included, all accessions to and additions to, substitutions for, and replacements, Proceeds and products of any and all of the foregoing.

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"Equipment" means all "equipment", as such term is defined in Section 9-109(2) of the UCC, now or hereafter owned by Debtor, and also means and includes all personal property constituting machinery, equipment, plant, furnishings, fixtures, and other fixed assets now owned or hereafter acquired by Debtor, including (without limitation) all items of machinery and equipment of any kind, nature and description, as well as trucks and vehicles of every description, trailers, handling and delivery equipment and office furniture, store furnishings and fixtures, and all additions to, substitutions for, replacements of or accessions to any of the foregoing items and all attachments, components, parts (including spare parts) and accessories, whether installed thereon or affixed thereto, and all fuel for any thereof.

"General Intangibles" means all "general intangibles", as such term is defined in Section 9-106 of the UCC, and all intangible personal property not included in Accounts, now or hereafter owned or acquired by Debtor, and also means and includes all right, title and interest of Debtor now or hereafter owned or acquired in intellectual property, patents, patent applications,

goodwill, trademarks, trademark applications, trade names, service marks, copyrights, permits, licenses, federal, state, or local tax refunds, the Debtor's right to return of any residual assets that remain in any and all of its employee retirement benefit plans, after satisfaction of benefit liabilities thereunder, claims under insurance policies (whether or not Proceeds), other rights (if any) to payment, rights of set off, subrogation, contribution and indemnity, choses in action, rights under judgments, computer programs and software, customer lists, and all contracts and agreements to, or of which Debtor is a party or beneficiary.

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101aconoc/casual:act

MARYLAND

EXHIBIT B

BOOK 554 PAGE 372

Casual Male Big & Tall
Chesapeake Square Shop Ctr.
Space G
6710 Govenor Richie Highway
Glen Bernie, MD 21061-2319
(Anne Arondel County)

The Casual Male (B&T)
Briggs Chaney Plaza
13863 Outlet Drive
Silver Springs, MD 20904-4971
(Montgomery County)

Casual Male Big & Tall
Greenway Center, Space 205
7565 Greenbelt Road
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(Baltimore County)

Casual Male Big & Tall
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Casual Male Big & Tall
Flagship Center
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Rockville, MD 20852-1605
(Montgomery County)

Casual Male Big & Tall
Landover Mall
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Landover, MD 20785
(Prince George County)

Sweats FX
Landover Mall
Landover Road (Rt. 202) and Brightseat Road
Landover, MD 20785
(Prince George County)

kah/casual/ac8

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

280558

551 PAGE 374

FINANCING STATEMENT

1. Name & Address of Debtor: THE FROZEN ORCHARD, INC.
905 Bay Ridge Road
Annapolis, Maryland 21403
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, Maryland 21401

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

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 905 Bay Ridge Road, 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 905 Bay Ridge Road, Annapolis, Maryland 21403, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

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

Debtor:
THE FROZEN ORCHARD, INC.

Secured Party:
BANK OF ANNAPOLIS

RECORD FEE 11.00

POSTAGE CK .50

By: John P. McPartland, President
JOHN P. MCPARTLAND, President

By: John P. McPartland

#035250 CTT7 R03 T14:50
04/11/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

11.8

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

March 16, 1990

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

Debtor:

Address:

Innovative Sales and Marketing

1244 Ritchie Highway
Annapolis, Maryland 21401

Secured Party:

ANNAPOLIS BANK & TRUST

Church Circle
Annapolis, Maryland 21401

RECORD FEE 17.00

POSTAGE GK .50

214010 0777 R01 T15:58

04/11/90

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Promissory Note of even date herewith in the amount of One Hundred Fifty-Nine Thousand Two Hundred Dollars (\$159,200.00) from Debtor, as Maker, payable to Secured Party (the "Note"). The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to William A. Busik and Randall M. Robey, as Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

17-50

W. ERLE SCHAFER
CIRCUIT COURT

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not;

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises;

(c) All earnings, revenues, rents, issues, profits, avails, and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases executed by the Debtor for the Premises, or any part or parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

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

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

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

WITNESS/ATTEST:

DEBTOR:

INNOVATIVES SALES AND MARKETING

[Handwritten Signature]

By:

[Handwritten Signature]

By:

ANNAPOLIS BANK & TRUST

[Handwritten Signature]

By:

EXHIBIT A

Being known and designated as Unit Numbered 13 according to a Condominium Regime known as "Severn Commerce Center" as recorded in Plat E, Book 45, page 21, among the Land Records of Anne Arundel County, Maryland.

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

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

BOOK 554 PAGE 379

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING
FILE NO. 271141

RECORDED IN BOOK 521 PAGE 127 ON DECEMBER 21,
1987.

1. DEBTOR

NAME: MARINE DEVELOPMENT AND LEASING COMPANY
ADDRESS: SUITE 400, 1101 VERMONT AVENUE, N.W.
WASHINGTON, D.C. 20003

2. SECURED PARTY

NAME: HOME FEDERAL SAVINGS BANK
ADDRESS: 122-128 WEST WASHINGTON STREET
HAGERSTOWN, MARYLAND 21740

MATURITY DATE OF OBLIGATION (IF ANY) _____

CHECK FORM OF STATEMENT

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#740610 0237 R02 T09:44
04/12/90
GK H. ERLE BOHAFFER
AA CO. CIRCUIT COURT

STORAGE UNIT NOS. 65 AND 107, TOGETHER WITH THE LIMITED
COMMON ELEMENT BOAT SLIP NOS. 65 AND 107, AS SHOWN ON THE
PLAT ENTITLED WHITEHALL MARINA, A CONDOMINIUM, WHICH PLAT IS
RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN
PLAT BOOK E22, PAGE 5, PLAT NO. E-1055, ET SEQ., TOGETHER
WITH THE RIGHT TO USE THE GENERAL AND LIMITED COMMON ELEMENTS
AS SET OUT IN THE DECLARATION, AND TOGETHER WITH AN UNDIVIDED
INTEREST IN THE COMMON ELEMENTS.

(Signature of Debtor)

Thomas B Frame
(Signature of Secured Party)

Printed Name

THOMAS B. FRAME
Type or print above name on
above line

1000
53
Date April 9, 1990

After recording, mail to:

William M. Simmons
P.O. Box 2266
Annapolis, MD 21404
(File No. 5744 & 5750.02-Gartland/Pacy)

Marine.6ucc (12-2459)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE,
ASSIGNMENT, ETC.--FORM UCC-3 300K 554 PAGE 380

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING
FILE NO. 271143

RECORDED IN LIBER 521 FOLIO 133 ON DECEMBER 21,
1987.

1. DEBTOR

NAME: MARINE DEVELOPMENT AND LEASING COMPANY
ADDRESS: SUITE 400, 1101 VERMONT AVENUE, N.W.
WASHINGTON, D.C. 20003

2. SECURED PARTY

NAME: HOME FEDERAL SAVINGS BANK
ADDRESS: 122-128 WEST WASHINGTON STREET
HAGERSTOWN, MARYLAND 21740

MATURITY DATE OF OBLIGATION (IF ANY) _____

CHECK FORM OF STATEMENT

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

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

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

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

RECORD FEE **CK** 10.00
POSTAGE .50
#740620 0237 002 109:44
04/12/90
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

STORAGE UNIT NO. 55, TOGETHER WITH THE RESPECTIVE LIMITED
COMMON ELEMENT BOAT SLIP NO. 55, WHICH BOAT SLIP IS
APPURTENANT TO STORAGE UNIT NO. 55, AS SHOWN ON THE PLAT
ENTITLED WHITEHALL MARINA, A CONDOMINIUM, WHICH PLAT IS
RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN
PLAT BOOK E22, PAGE 5, PLAT NO. E-1055, ET SEQ., AND PLAT
BOOK E-36, PAGES 37 AND 38 AT PLAT NUMBERS E-1787 AND E-1788,
TOGETHER WITH THE RIGHT TO USE THE GENERAL AND LIMITED COMMON
ELEMENTS AS SET OUT IN THE DECLARATION, AND TOGETHER WITH AN
UNDIVIDED INTEREST IN THE COMMON ELEMENTS.

(Signature of Debtor)

Thomas B Frame
(Signature of Secured Party)

Printed Name

THOMAS B. FRAME
Type or print above name on
above line

10⁰⁰ 33
Date February 23, 1990
Marine.lucc

After recording, mail to:
William M. Simmons
P.O. Box 2266
Annapolis, MD 21404
(File No. 5747 - Church)

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING
FILE NO. 271142

RECORDED IN BOOK 521 PAGE 130 ON DECEMBER 21,
1987.

1. DEBTOR

NAME: MARINE DEVELOPMENT AND LEASING COMPANY

ADDRESS: SUITE 400, 1101 VERMONT AVENUE, N.W.
WASHINGTON, D.C. 20003

2. SECURED PARTY

NAME: HOME FEDERAL SAVINGS BANK

ADDRESS: 122-128 WEST WASHINGTON STREET
HAGERSTOWN, MARYLAND 21740

MATURITY DATE OF OBLIGATION (IF ANY) _____

CHECK FORM OF STATEMENT

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#740630 0237 R02 TOP145
04/12/90

CK

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

STORAGE UNIT NO. 55, TOGETHER WITH THE RESPECTIVE LIMITED
COMMON ELEMENT BOAT SLIP NO. 55, WHICH BOAT SLIP IS
APPURTENANT TO STORAGE UNIT NO. 55, AS SHOWN ON THE PLAT
ENTITLED WHITEHALL MARINA, A CONDOMINIUM, WHICH PLAT IS
RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN
PLAT BOOK E22, PAGE 5, PLAT NO. E-1055, ET SEQ., AND PLAT
BOOK E-36, PAGES 37 AND 38 AT PLAT NUMBERS E-1787 AND E-1788,
TOGETHER WITH THE RIGHT TO USE THE GENERAL AND LIMITED COMMON
ELEMENTS AS SET OUT IN THE DECLARATION, AND TOGETHER WITH AN
UNDIVIDED INTEREST IN THE COMMON ELEMENTS.

(Signature of Debtor)

Thomas B Frame
(Signature of Secured Party)

Printed Name

THOMAS B. FRAME
Type or print above name on
above line

10⁰⁰
52
Date April 9, 1990

After recording, mail to:
William M. Simmons
P.O. Box 2266
Annapolis, MD 21404
(File No. 5747-Church)

Marine.4ucc (12-2458)

INDEMNITY
FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code. No recordation tax is payable in connection with the recordation of this Financing Statement.

1. NAME AND ADDRESS
OF INDEMNITOR:

HARMS CORPORATION
P. O. Box 5
Ritchie Highway
Pasadena, Maryland 21122
Attn: Mr. John E. Harms, Jr.

2. NAME AND ADDRESS
OF SECURED PARTY:

Equitable Bank, National
Association
10 Light Street, 18th Floor
Baltimore, Maryland 21202
Attn: Real Estate Industries
Group

3. This 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 or hereafter acquired, which is used in the construction 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 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

RECORD FEE 17.00
CK .50
#023430 0777 R01 711:18
04/12/90

H. ERIC SCHAFER
CIRCUIT COURT

JHJ

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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 an Indemnity Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Indemnitor for the benefit of Milton Franklin, Jr. and Margaret R. Anderson, 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 (if any), 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 up to the aggregate amount of all of the Obligations (as defined in the Deed of Trust).

(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

JFH

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.

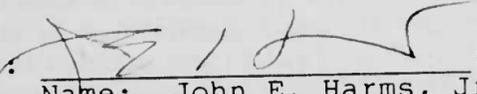
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

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

6. The record owner of the Land is the Indemnitor.

INDEMNITOR:

HARMS CORPORATION

By:  (SEAL)
Name: John E. Harms, Jr.
Title: President

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

Diane Hewes
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

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

BEGINNING for the same at a point in the fourth line of the land described in the deed from John F. Pumphrey, unmarried, to Guy C. Bopst and Harriett M. Bopst, his wife, dated September 23, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 270, folio 58, said point also being the end of the first line of the land described in the deed from Margaret H. Bopst to Ellwood L. Grube and Julia M. Grube, his wife, dated November 15, 1960, and recorded as aforesaid in Liber G.T.C. No. 1439, folio 69; thence from said beginning point running along a portion of the fourth line of the land described in the first above mentioned deed, North 62 degrees 49 minutes East 169.33 feet to a point located South 62 degrees 49 minutes 02 seconds West 30.00 feet from the end of the third line of the land described in the deed from Guy C. Bopst and Margaret H. Bopst, his wife, to Frederick V. Zoeller and Lillian L. Zoeller, his wife, dated February 10, 1955, and recorded as aforesaid in Liber J.H.H. No. 902, folio 468; thence leaving said fourth line and running South 35 degrees 07 minutes 58 seconds East 76.13 feet to a point located South 63 degrees 32 minutes West 30.00 feet from the end of the second line of the land described in the last above mentioned deed; thence running South 60 degrees 111 minutes 28 seconds East 16.05 feet to a point on the northwesterly side of a 30' Road; thence running along said northwesterly side of a 30' Road, South 29 degrees 48 minutes 32 seconds West 249.95 feet, thence leaving the said northwesterly side of a 30' Road, North 32 degrees 22 minutes 28 seconds West 11.31 feet to the end of the second line of the land described in the second above mentioned deed; thence running, reversely, along the second line of the land described in the second above mentioned deed, North 21 degrees 19 minutes 28 seconds West 214.94 feet to the place of beginning. Containing 0.681 acres of land, more or less.

BEING the same parcel of land as described in a Deed dated March 26, 1965 from Guy C. Bopst and Margaret H. Bopst to Harms Corporation and recorded among the Land Records of Anne Arundel County in Liber 1846, folio 194.

BEING KNOWN AND DESIGNATED as Lot Nos. 1, 2 and 3 as shown on the recorded Plat entitled, "Plat Showing Property of HARMS CORPORATION", which Plat is recorded among the Land Records of Anne Arundel County at Liber No. 2552, folio 213.

JEM LS

280561

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-12-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address: Fluorocarbon Technologies, Inc. 7040 A Bembé Beach Road Annapolis, MD 21403	Check the box indicating the kind of statement. Check only one box. (X) ORIGINAL FINANCING STATEMENT () CONTINUATION ORIGINAL STILL EFFECTIVE () AMENDMENT () ASSIGNMENT () PARTIAL RELEASE OF COLLATERAL () TERMINATION
Name and address of Secured Party Bay National Bank 2661 Riva Road Annapolis, MD 21401	Name and address of Assignee RECORD FEE 11.00 POSTAGE GK .50 #22510 0777 R01 111:30 04/12/90
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.

Fluorocarbon Technologies Inc.

By: *Robert H. Young*
 Robert H. Young, President

Bay National Bank

John J. Feldman III
Signature of Secured Party
 John J. Feldman III
 Vice President

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-10-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

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

Wye Technologies, Inc.
2660 Riva Road
Annapolls, MD 21401

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name and address of Secured Party

Bay National Bank
2661 Riva Road

Annapolls, MD 21401

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#23520 0771 R01 11:30

04/12/90

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.

Wye Technologies, Inc.

By: *Howard G. Ulep*

Howard G. Ulep, President

Bay National Bank

Thomas D. O'Brien, P.

Signature of Secured Party

Thomas D. O'Brien, Vice President

280563

BOOK 554 PAGE 388

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-09-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

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

A & B Marine Trucking, Inc.
7310 Edgewood Road
Annapolis, MD 21403

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00

POSTAGE CK .50

Name and address of Secured Party

Bay National Bank
2661 Riva Road
Annapolis, MD 21401

Name and address of Assignee

#B23530 C777 R01 711:31

04/12/90

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.

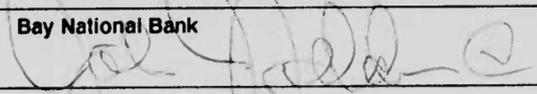
A & B Marine Trucking, Inc.

By: 

Robert B. Argentieri, President

Bay National Bank

Signature of Secured Party


John J. Feldman III
Vice President

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____ Page No. Book 538 Page 291
Identification No. _____ Dated _____

1. Debtor(s) { John F. Pilli and Sons, Inc
Name or Names—Print or Type
P.O. Box 88, Millersville, MD 21108
Address—Street No., City - County State Zip Code

2. Secured Party { Sterling Bank and Trust Company
Name or Names—Print or Type
111 Water Street, Suite 201 Baltimore, MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE *gt* .50
#823580 0777 R01 111:36
04/12/90

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

Dated: July 13, 1989

Sterling Bank and Trust Company
Name of Secured Party
Patricia A. Jenkins
Signature of Secured Party
Patricia A. Jenkins- Senior Vice President
Type or Print (Include Title if Company)

8E 6 V 41 AON 6861

ANIS, SNIDER, BUCK & MIGDAL, CHARTERED
P. O. Box 2400
Annapolis, Maryland 21404

H 1018.1

10
9

BOOK 554 PAGE 390

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 522, folio 459
Maturity date (if any) _____

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

CEP LIMITED PARTNERSHIP c/o Plaza West Associates 136 West Street, Annapolis, Maryland 21401				
---	--	--	--	--

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

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY Two Hopkins Plaza, Baltimore, Md. 21201				
---	--	--	--	--

CHECK APPLICABLE STATEMENT

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

MANIS, SNIDER, DUCK & MICHAL, CHARITERS
P. O. Box 1400
Annapolis, Maryland 21404

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
#23610 0777 R01 11:38
CK 04/12/90

Debtor(s) or assignor(s)

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
(Seal)

(Corporate, Trade or Firm Name)

By: [Signature] S.V.P.

Signature of Secured Party or Assignee

(Type or print name under signature)

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

10
50

CE006.2

280564

554 PAGE 391

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
XX Subject to Recordation Tax on prin-
cipal amount of \$ 50,000.00

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

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

HILLIS-CARNES ENGINEERING ASSOCIATES, INC.

12011 GUILFORD ROAD
SUITE 106
ANNAPOLIS JUNCTION, MD 20701

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-
eral): 1 1981 INTERNATIONAL HARVESTER MODEL 1800 TRUCK

RECORD FEE 11.00

S/N IHTAR18BOBHB16234

RECORD TAX 350.00

1 1981 MOBILE DRILL MODEL B-61 S/N 624911

POSTAGE .50

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS,
REPLACEMENT PARTS AND THE PROCEEDS THEREOF.

#635760 C777 R03 T10:15

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

CK 04/12/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

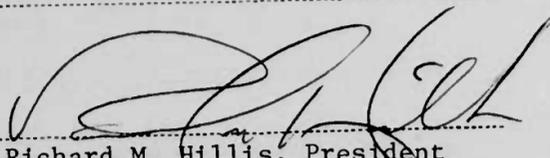
5. XX Proceeds)) of the collateral are also specifically covered.
..... Products)

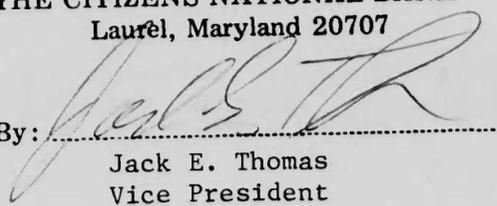
Debtor

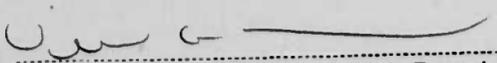
Secured Party (Assignee)

HILLIS-CARNES ENGINEERING ASSOCIATES, INC.

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: 
Richard M. Hillis, President

By: 
Jack E. Thomas
Vice President

By: 
William M. Carnes, Vice President

Type or print all names and
titles under signatures.

11-35010

280565

BOOK 554 PAGE 392

Anne Arundel County

FINANCING STATEMENT

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

1. Name of Debtor(s): Contemporary Magic Kingdom, Inc.
 Address: 1315 Magnolia Avenue
 Annapolis, Maryland 21403

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: ~~8701 Georgia Avenue~~
~~XXXXXX~~
 111 S Calvert Street
 Suite 2610
 Baltimore, Maryland 21202

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

"See Attached Exhibit A"

RECORD FEE 11.00
 POSTAGE **CK** .50
 #635630 CT77 R03 T10:30
 04/12/90

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

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

- (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): Contemporary Magic Kingdom, Inc.

Secured Party:

Leon R. Levitsky
 By: Leon R. Levitsky, President

FIRST AMERICAN BANK OF MARYLAND

Laurie E. Bunting
 By: Laurie E. Bunting, Corporate Banking Officer
 Type Name and Title

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

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

17.50

"Exhibit A"

All inventory and equipment of Debtor, whether now owned or hereafter acquired; all accounts of Debtor, whether now existing or hereafter arising; all other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired; together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the forgoing property, all substitutions and replacements for and products of any of the forgoing property, and proceeds of any and all of the forgoing property.

280566

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 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 CK .50
#635990 C777 R03 T11:04
04/12/90
H. ERLE SCHAFER
HA 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 FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature] MIS Director
(Signature of Debtor)

David A. Quaranta, CPA MIS Director
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] Treasurer
(Signature of Secured Party)

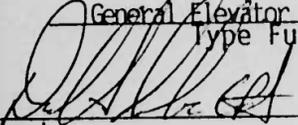
Thomas E. Myers
Type or Print Above Name on Above Line

115

DESCRIPTION OF EQUIPMENT

- One (1) 011006 *(2) MOD 30 286,1MB,1.44DD S/N(s): 9014738
- One (1) 030844 COLOR DISPLAY 12 IN (8513) S/N(s): 0874512
- One (1) 07MD361806 LANCARD/A
- One (1) ASP3DIS SURGE SUPPRESSOR: CURTIS SAF
- One (1) 011039 *(2) MOD 30 286-E31,1MB,30M,1 S/N(s): A050307
- One (1) 030844 COLOR DISPLAY 12 IN (8513) S/N(s): 0833757
- One (1) 40MD249884 MST SERIAL/PS2 MOUSE W/PAIN
- One (1) 07MD361806 LANCARD/A
- One (1) ASP3DIS SURGE SUPPRESSOR: CURTIS SAF
- One (1) 011006 *(2) MOD 30 286,1MB,1.44DD S/N(s): 9000130
- One (1) 030844 COLOR DISPLAY 12 IN (8513) S/N(s): 23HDR53
- One (1) 07MD361806 LANCARD/A
- One (1) ASP3DIS SURGE SUPPRESSOR: CURTIS SAF

General Elevator Company, Incorporated
Type Full Legal Company Name


David A. Quaranta, CPA

Signature Print Name
Signature
Print Name

Mis Director
Title

Title

March 30, 1990

Date

March 30, 1990

Date

554 398

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

3. Maturity date (if any): 02 AMCOMPd ELE

1. Debtor(s) (Last Name First) and address(es)
Trans-American Leasing Corp.
The Steffey Bldg.
407 Crain Hwy.
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Assignee:
Baltimore Federal Financial,
P.O. Box 116 F.S.A.
Baltimore, MD 21203

For Filing Officer (Date, Time and Filing Office)

(DJ)

RECORD FEE 10.00
POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. Folio#50 259340 Liber#492
Filed with Anne Arundel Co. Date Filed November 25 1985

#636160 0777 R03 T11:25

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still in effect.
- 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:

Assignee:
Baltimore Federal Financial, F.S.A.

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

FILED
AA CO. CIRCUIT COURT

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

<p>1. Debtor(s) (Last Name First) and address(es) Trans-American Leasing Corporation The Steffey Bldg., #200-B 407 Crain Hwy. Glen Burnie, MD 21061</p>	<p>2. Secured Party(ies) and address(es) Assignee: Baltimore Federal Financial, P.O. Box 116 F.S.A. Baltimore, MD 21203</p>	<p>3. Maturity date (if any): HIGH FASH For Filing Officer (Date, Time and Filing Office) (DJ) RECORD FEE 10.00 POSTAGE .50 #636170 0777 R03 T11:25</p>
<p>4. This statement refers to original Financing Statement bearing File No. <u>Folio#65</u> <u>265254</u> Book#507 Filed with <u>Anne Arundel Co.</u> Date Filed <u>Jan. 7</u> 19<u>87</u></p>		
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still in effect. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.</p>		
<p>Assignee: Baltimore Federal Financial, F.S.A.</p>		<p>No. of additional Sheets presented:</p>
<p>By: <u>[Signature]</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). (1) Filing Officer Copy - Alphabetical</p>	<p>By: <u>[Signature]</u> Signature(s) of Secured Party(ies)</p>	

STANDARD FORM - FORM UCC-3

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257680

RECORDED IN LIBER 487 FOLIO 438 ON July 30, 1985 (DATE)

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address The Steffey Building, Suite 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Address 7711 Quarterfield Road, Glen Burnie, MD. 21061

DEBTOR

RECORD FEE 10.00

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

POSTAGE .50

3. Maturity date of obligation (if any)

#636180 C777 R03 711:26

04/12/90

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"/> H. ERLE SCHAFER From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXX (Indicate whether amendment, termination, etc.) TERMINATION</p>

CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated April 2, 1990

Susan L. Thompson
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President
Type or Print Above Name on Above Line

Lawder

1145
AACo

15.5

MARYLAND NATIONAL BANK

280568

FINANCING STATEMENT

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

RECORD FEE 11.00
 POSTAGE .50
 #740820 0237 R02 T12:57
 04/12/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

5. Debtor(s) Name(s): Francis E. Gardiner, Jr. Address(es): 2111 Baldwin Avenue
Crofton, Md. 21114

BK

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate Industries Group
 Attention: Laura Richardson 10 Church Circle, 2nd. Floor
Annapolis, Maryland 21401

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 12, 19 90 from Debtor(s) to James W. Dodson, Jr. and Margaret D. Kirmil, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):
Francis E. Gardiner, Jr. (SEAL)
 Francis E. Gardiner, Jr.

Secured Party:
 MARYLAND NATIONAL BANK
 By: Laura R. Richardson (SEAL)
Laura R. Richardson, Asst. Vice President
 Type name and title

____ (SEAL)
 ____ (SEAL)
 ____ (SEAL)

1100

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

SCHEDULE A

200. 554 PAGE 400

All that parcel of ground located in the Second Assessment District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot 2 as shown on the Revised Plat of the Gardiner Subdivision as shown on the plat recorded among the Plat Records of Anne Arundel County in Plat Book 61, page 3.

554 PAGE 401

280569
FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	
Date &	
Hour	

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Turbitt, William J.	15644	Millbrook Lane,	Laurel,	Maryland 20707
Zuffoletti, John R.	10110	Wesleigh Drive,	Columbia,	Maryland 21046

Name of Secured Party or assignee	No.	Street	City	State
Mary F. Markey Associates, Inc.	6101	Brooklyn Bridge Road,	Laurel,	Maryland 20707

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

See "Exhibit A" Attached Hereto

RECORD FEE 12.00
 POSTAGE .50
 #23840 0345 R01 T13:14
 BK 04/12/90

Marathon Title Company, Inc.
9101 Cherry Lane, Suite 204
Laurel, Maryland 20708 87-234 Markey (Legal)

RETURN TO:

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

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
643-645 Main Street, Laurel, Maryland 20707
- 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)

William J. Turbitt
John R. Zuffoletti
 (Type or print name under signature)

Mary F. Markey Associates, Inc. (Seal)
 (Corporate, Trade or Firm Name)
Mary F. Markey, President
 Signature of Secured Party or Assignee
 by: Mary F. Markey, President
 (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

12/1

Exhibit A

Equipment

1. Schmidt 4' Pastry Case
2. Front Counter -
5 x 3 x 3' 6
3. 10' Deli Case - McCrac
4. Digital Scale - Berkel
5. Millwork - Back bar counter
with:
6. Drop-in Hand Sink
7. Star - Sandwich Prep table
8. Berkel Slicer
9. Custom Millwork
12 x 3 x 2' 10" counter
10. 5 Tier shelving
11. 2 Dr. Reach-in freezer w. Glass doors
12. 3 Dr. Reach-in refrigerator - Glass doors
13. 2 Dr. Reach-in freezer (kitchen)
14. 2 Dr. Reach-in refrigerator (kitchen)
15. Exhaust Hood
16. Vulcan 6 burner Range
17. S.S. Worktable w. double overshelf
18. Fire Suppression System
19. Millwork display shelving
20. Gondola Shelving
21. S.S. Worktable
22. Hand sink (in kitchen)
23. Mop sink w. faucet
24. 3 Compartment Pot sink w. 2 faucets
25. Cutting board
26. Assorted Pots and Pans and Cooking
Implements

**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. 267946 recorded in

Libers 513, Folio 151 on June 6, 1987 (Date).

1. DEBTOR(S):	Bretton Woods Limited Partnership	RECORD FEE 10.00 POSTAGE .50 #741780 237 R02 115*18 06/12/90 W. FRIE SCHAFER SA CO. CIRCUIT COURT
Name(s)	c/o I. Richard Priddy	
Address(es)	P.O. Box 836, Gambrills, Maryland 21054	
2. SECURED PARTY:		
Name	Second National Federal Savings Bank	
Address	P.O. Box 2558, Salisbury, Maryland 21801	
Person and Address to whom Statement is to be returned if different from above.		
Susan H. Hickes, Esq., P.O. Box 868, Annapolis, Maryland 21404-0868		
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)		
3.	<input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.	
4.	<input type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.	
5.	<input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.	
6.	<input checked="" type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)	
7.	<input type="checkbox"/> RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.	
8.	The original debt secured by the Financing Statement has been increased by \$150,000.00 pursuant to a Consolidated and Restated Deed of Trust Promissory Note and a Loan Agreement by and between the parties, both of even date herewith.	

9. SIGNATURES.

BRETTON WOODS LIMITED PARTNERSHIP

By: Bayshore Land Company, Inc.,
Sole General Partner

By: I. Richard Priddy
Richard Priddy, 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.

SECURED PARTY

SECOND NATIONAL FEDERAL SAVINGS BANK

By: Marion J. Minker, Jr.
Marion J. Minker, Jr., Executive Vice
President

(Type, Name and Title)

10⁰⁰

Please Return to:
BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.
BOX 868
ANNAPOLIS, MARYLAND 21404-0868
Attn: Susan H. Hickes

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented: 1
(1) Debtor(s) (Last Name First) and Address(es): Smith, Barry J. 1563 St. Margarets Annapolis, MD 21401	(2) Secured Party(ies) (Name(s) And Address(es): The Connecticut Bank and Trust Company, National Association, as Agent One Constitution Plaza Hartford, CT 06115	For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	No Assignees of Secured Party are covered Att: Corporate Trust Dept.	

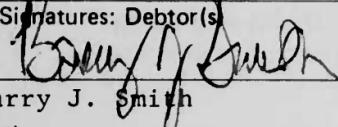
RECORD FEE 11.00
 POSTAGE .50
 #636910 C777 R03 T15:21
 04/12/90

(5) This Financing Statement Covers the Following types [or items] of property.
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

SMB12

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

 Barry J. Smith
 (By) _____
 Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]
 THE CONNECTICUT BANK AND TRUST COMPANY
 (By) _____

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
 (1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
 For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy -- Numerical

113

UCC-1

Debtor's present and future partnership interests in US Radio, L.P., a Delaware limited partnership, including all of Debtor's present and future rights and interests in said partnership and any successor partnership (including rights to distributions) and under the partnership agreement relating thereto, as it may be modified, amended, etc., from time to time; proceeds of the foregoing.

TO BE
XX NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
XX NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

BOOK 554 PAGE 406 **280571**

FINANCING STATEMENT

H & H CONCRETE CONSTRUCTION, INC. TAX ID #52-1527162
NAME OR NAMES - Print or Type

347 Arbutus Drive Laurel, Anne Arundel Maryland 21037
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

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
NAME OR NAMES - Print or Type

1415 28th Street, P.O. Box 65090 West Des Moines, Iowa 50265-0090
ADDRESS - Street No. CITY STATE ZIP CODE

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

- (1) John Deere Model 510C Wheel Loader Backhoe equipped with ROPS, Cab w/Heater, Extendable Dipperstick, Backup Alarm and 12", 24" & 36" Hoe Buckets, Machine Serial No. 765423

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

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral XXX are, ___ are not covered.
7. Products of collateral ___ are, XXX are not covered.

RECORD FEE 11.00

POSTAGE .50

#636270 0777 R03 T13:51

CK

04/12/90

DEBTOR(S)

Lawrence A. Hodgkiss
Signature of Debtor
H & H CONCRETE CONSTRUCTION, INC.
Lawrence A. Hodgkiss - President
Type or Print

H. ERLE SCHAFER

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
Company, if applicable

Richard H. Huff
Signature of Debtor
H & H CONCRETE CONSTRUCTION, INC.
Richard H. Huff - Vice President
Type or Print

Tom Blayd/Agent
Signature of Secured Party

Type or Print (Include Title if Co.)

To the Filing Office: After this settlement has been recorded please mail the same to:

Name & Address: JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY

1415 28th Street, P.O. Box 65090 West Des Moines, IOWA 50265-0090

1150

A.A.CO.
C-02-081727

BOOK 554 PAGE 407

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274611

RECORDED IN LIBER 532 FOLIO 260 ON September 20, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSN.
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

DEBTOR

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#636290 0777 R03 713:52
04/12/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

DJ

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated March 19, 1990

Susan L. Thompson
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President
Type or Print Above Name on Above Line

A.A.CO
1473

1540



280572

554 408

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) JACKSON, HARRY L. 3370 ARUNDEL ON THE BAY ROAD ANNAPOLIS, MD 21403	2. Secured Party(ies) and Address(es) Gateway Ford Tractor, Inc. 15410 Chrysler Drive Upper Marlboro, Md. 20772
--	--

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

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

1 NEW FORD LT12H LAWN TRACTOR W/DECK, SER.#L9E0130.	Assignee: Ford Motor Credit Co. P.O. Box 36387 Richmond, Va. 23235
---	---

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
"Exempt From Recordation Tax" "Secured Party Is Seller" "Covered By
Filed with: Conditional Sales Contract"

RECORD FEE 11.00
POSTAGE CK .50
#636420 C777 R03 T14:04
04/12/90

Harry L. Jackson
SIGNATURE OF DEBTOR
HARRY L. JACKSON

Gateway Ford Tractor, Inc.
NAME OF SECURED PARTY

SIGNATURE OF DEBTOR

H. Erle Schaffer
BY: H. ERLE SCHAFER
Chris Hanburger, General Manager, CIRCUIT COURT

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name B&H EXCAVATING
Address 6924 Ft. Smallwood Rd. - Baltimore, MD 21226

2. SECURED PARTY

Name L.B. SMITH, INC.
Address 7430 Montevideo Road - Jessup, MD 20794

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

RECORD FEE 11.00
POSTAGE .50
#636450 6777 R03 T14:21

3. Maturity date of obligation (if any) _____

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

One(1) Kobelco K912LC, s/n YC00519 with all present and future attachments, additions, repairs, products, and proceeds now owned or hereafter acquired. With title to be retained by L.B. Smith, Inc. This financial statement is intended to publicize the lease of above property, and does not create a security interest.

Name and address of Assignee
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
04/12/90

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

XSK [Signature]
(Signature of Debtor)

B&H Excavating
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

B.H. Dean (Signature of Secured Party)
L.B. Smith, Inc. Business Manager

Type or Print Above Signature on Above Line

1150

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 West, Edward A. T/A West & Son

Address P.O. Box 493 Millersville, MD 21108

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.

Address 1400 Joh Avenue 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.

RECORD FEE 19.00
POSTAGE .50

#634540 C777 R03 T14:37
21061

04/12/90

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)

"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

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

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Edward A. West T/A West & Son

Edward A. West
(Signature of Debtor)

EDWARD A. WEST, OWNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Equipment, Division of Secorp National, Inc.

Roy Neal
(Signature of Secured Party)

ROY NEAL, GEN. MGR
Type or Print Above Signature on Above Line

19.50

CONDITIONAL SALE CONTRACT NOTE

TO: State Equipment, Division of Secorp National, Inc. FROM: Edward A. West T/A West & Son
1400 Joh Avenue Baltimore, MD 21227 P.O. Box 493 Millersville, MD 21108

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of property purchased and Financial details. Includes items like (1) TIME SALES PRICE \$20,196.00, (2) Less DOWN PAYMENT In Cash \$-0-, (3) Less DOWN PAYMENT IN GOODS \$-0-, (4) CONTRACT PRICE (Time Balance) \$20,196.00.

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:

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 ORIX 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 thousand one hundred ninety six and 00/100 Dollars (\$ 20,196.00) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 9th day of May 19 90 and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 561.00 and the final installment being in the amount of \$ 561.00 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: April 6, 19 90 BUYER(S)-MAKER(S):
Accepted: State Equipment, Division of Secorp National, Inc. (SEAL) Edward A. West T/A West & Son (SEAL)
By: Ray Neal GEN MGR (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here) (SEAL)
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. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

(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 ORIX 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 ORIX Credit Alliance, Inc.

Date: _____, 19 _____

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature
of
Seller

(Witness)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 6, 1990,

between State Equipment, Division of Secorp National, Inc., as Seller/Lessor/Mortgagee and Edward A. West T/A West & Son P.O. Box 493 Millersville, MD 21108
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI 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 OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI 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 OCAI 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 OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI 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 OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 20,196.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of April, 19 90.

State Equipment, Division of Secorp National, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: Ray Neal GEN Mgr

(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.)

280575

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) WIMER, RUSSELL W. 2309 SILVER WAY GAMBRILLS, MD 21054	2. Secured Party(ies) and Address(es) Gateway Ford Tractor, Inc. 15410 Chrysler Drive Upper Marlboro, Md. 20772
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

- 1 NEW FORD LT12H LAWN TRACTOR W/MOWR, SER.#L9E0149.
- 1 NEW FORD 9607445 GRASS CATCHER, SER.#H3417001.

Assignee:
Ford Motor Credit Co.
P.O. Box 36387
Richmond, Va. 23235

Check if covered: Proceeds of collateral covered Products of collateral covered

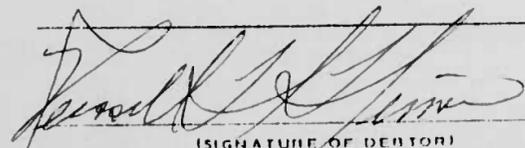
4. This transaction is exempt from the Recording Tax.

"Exempt From Recordation Tax" "Secured Party Is Seller" "Covered By
Conditional Sales Contract"

Filed with:

RECORD FEE 11.00
POSTAGE *CK* .50

#636600 C777 R03 714:40
04/12/90

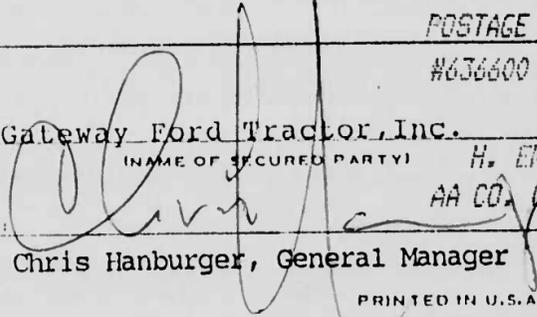


(SIGNATURE OF DEBTOR)
RUSSELL W. WIMER

Gateway Ford Tractor, Inc.

(NAME OF SECURED PARTY)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BY: 
Chris Hanburger, General Manager

1750

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276848

RECORDED IN LIBER 539 FOLIO 497 ON April 10, 1989 (DATE)

RECORD FEE 10.00

POSTAGE .50

#636620 C777 04/12/90 T14:42

04/12/90

1. DEBTOR

Name Autometric, Inc.

Address 5301 Shawnee Road, Alexandria, Virginia 22312-2312

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name James Madison Financial Corporation

Address 6832 Old Dominion Drive

McLean, Virginia 22101

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

All Equipment under Lease # 8902-026-6 per Schedule "A" attached hereto and made an integral part hereof.

James Madison Financial Corporation

Dated

03/07/90

16.5

[Handwritten Signature]

(Signature of Secured Party)

Dennis B. Kohan

Type or Print Above Name on Above Line

Title

SCHEDULE A

This schedule is attached to and becomes a part of lease #8902-026-6 between the undersigned.

Quantity	Model #	Description	Serial #	Unit Cost	Amount
From Grid Systems Corporation:					
1	1307	Grid Tempest 640K Computer			9,995.00
1		3.2 MS-DOS Installed s/n T2633			250.00
1	1307	Grid Tempest 640K Computer/3.2 MS-DOS and 128K RAM s/n T2664			7,746.00
From Advanced Computer Concepts:					
2		HP LaserJet II Printers s/n 2743J98903 & 2743J95491			3,398.00
From PC3, Inc.:					
2		386 Computers w/2mg RAM & 40MB Hard Drive			7,900.00
2		NEC Multi Sync II Monitors			1,300.00
2		Genoa EGA Cards			350.00
2		Logitech Mechanical Mouse			300.00
1		A/B Switch Box			50.00
From Family Computers, Inc.:					
2		MacIntosh SE Computers w/2 800K Drives			3,882.00
2		Standard Keyboards			188.00
2		Removable Bernoulli Drives			3,890.00
1		Apple Laserwriter II NT			3,220.00
1		Removable Bernoulli 20MB Drives			1,945.00
1		Controller Card			125.00
From Gould, Inc.:					
1		Pascal Compiler (1414-0203)			4,060.00
From Government Technology Services, Inc.:					
1		HP Draftmaster II Plotter #W/RS232			8,710.00
From International Technology Corporation:					
3		Tempest PC/AT w/256K RAM & 1.2MB Diskette			10,938.00
3		256K Memory Expansion			2,175.00
3		30MB Removable Drive w/Storage			8,286.00
3		Half Height 360 Disk Drive			783.00
3		Vega Multigraphics Card			2,046.00
3		AST Multifunction Card - 128K			2,190.00
3		ENH Color Graphic Display			5,544.00
1		ITC 42-1T+ Parallel Port			9,017.00
From Xerox Corporation:					
1		Xerox 2510 Engineering Copier w/Stand s/n 64G027455			4,944.00
From Boise Cascade Office Products:					
10	E4-315C	5 Drawer Legal File			2,150.00
TOTAL					105,382.00
					=====

This Schedule is hereby verified correct and the undersigned lessee acknowledges receipt of a copy.

JAMES MADISON FINANCIAL CORPORATION

By: *J. B. Bolan*Title: *AVP*Lessee:
Autometric, Inc.

3127 2312

By: *William A. Rauh*Title: *Vice President*

BOOK 554 PAGE 417

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
..XX. Subject to Recordation Tax on prin-
cipal amount of \$130,000.00....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor Address

World Imported Auto Parts, Inc. 7484Q Candlewood Road
Hanover, Maryland 21776

RECORD FEE 11.00

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

RECORD TAX 910.00

POSTAGE CK .50

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

#636810 CITY R03 714:59
04/12/90

3. This Financing Statement covers the following types (or items) of property (the collat-
eral):

H. EKLE SCHAFER

AA CO. CIRCUIT COURT

ALL OF BORROWER'S FURNITURE, FIXTURES, MACHINERY, AND EQUIPMENT
AND ALL REPLACEMENTS THEREOF AND ADDITIONS OR ATTACHMENTS THERETO,
AND ALL BORROWER'S ACCOUNTS RECEIVABLE, CONTRACT RIGHTS AND INVENTORY,
NOW OWNED OR HEREAFTER ACQUIRED, AND THE PROCEEDS AND PRODUCTS THEREOF.
LOCATED AT 7484Q CANDLEWOOD RD., HANOVER, ANNE ARUNDEL COUNTY, MD. ONLY.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

5. ...XXX...Proceeds)
.....Products)
) of the collateral are also specifically covered.

Debtor

Secured Party (Assignee)

World Imported Auto Parts, Inc.

THE CITIZENS NATIONAL BANK

By: 
Peter G. Klisas, President

By: 
J. Robert Thomas, vice President

By:

Type or print all names and
titles under signatures.

11
910 50

ERIMM COUNTY



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

280576

BOOK 554 PAGE 418

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)
908022
Southwood Industries Inc. d/b/a Autotech
Car Accessory Center
2 Taylor Avenue
Annapolis, Maryland 21401

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:

ARA Manufacturing Company
Box 534002
Grand Prairie Texas 75053

4. This statement refers to original
Financing Statement No. 256091 Liber 483 Page
Date filed 576 April 10, 19 85

Check only This Financing Statement Change is to be filed if applicable for record in the real estate records. Number of additional sheets presented _____

- A. AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.
- B. TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.
- C. PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.
- D. CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.
- E. PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.
- F. TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6.

ORIGINAL STATEMENT IS STILL EFFECTIVE

RECORD FEE 12.00
POSTAGE 50
#236830 CTTT R03 T15101
04/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CK

Southwood Industries, inc. d/b/a Autotech
Car Accessory Center

ARA Manufacturing Company

By ~~ORIGINAL SIGNATURE IS STILL EFFECTIVE~~
Signature(s) of Debtor(s)

1050

By [Signature]
Signature(s) of Secured Party(ies)

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—STAFFORD-LOWDON COMPANY, P. O. BOX 1658, FORT WORTH, TEXAS 76101

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-3 (Rev. 9/86) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS



280577

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: SABRINA PARK DEVELOPMENT CORP.
c/o Mr. George W. Stone
P.O. Box 1360
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 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 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 (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

RECORD FEE 17.00
 POSTAGE .50
 #077110 LTTT R03 T15:4
 04/12/90
 ERLE SCHAFER
 CIRCUIT COURT

17.5

(iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated April 12, 1990 (the "Deed of Trust") executed by the Debtor for the benefit of James W. Dodson, Jr. and Margaret D. Kirmil, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

SABRINA PARK DEVELOPMENT CORP.

By *George W. Stone*
George W. Stone
President

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

EXHIBIT A

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

Beginning for the same at a point at the beginning of the north 56-1/2° west 136-1/2 perch line of that plat entitled Sabrina Park, as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 5, folio 50, plat number 358, thence running with the aforesaid north 56-1/2° west 136-1/2 perch line as now corrected north 62° 07' 21" west 1,205.85 feet, thence north 20° 15' 37" east 189.92 feet to a point on the north side of Idlewild Road as laid out 50 foot wide on the aforesaid plat entitled Sabrina Park, thence running with the north side of Idlewild Road north 69° 44' 23" west 50.00 feet, thence leaving the said road north 20° 15' 37" east 100.00 feet, thence running south 69° 44' 23" east 1,227.19 feet to intersect the south 22° west 61-6/10 perch line of the aforesaid plat entitled Sabrina Park, thence running with the aforesaid south 22° west 61-6/10 perch line as now corrected the following three courses and distances (1), south 23° 30' 46" west 79.37 feet, (2) south 17° 19' 04" west 291.68 feet, (3) south 14° 48' 51" west 79.59 feet to place of beginning.

Containing 10.118 acres of land more or less.

BEING ALSO all that property as shown on a Plat entitled "Administrative Lot Line Change, Resubdivision of Sabrina Park (Phase I)" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 127, Folios 30 and 31 as Plat Nos. 6654 and 6655.

TOGETHER with the right to use in common with others the variable width utility and storm drain and pedestrian access easement and 25 foot utility and storm drain easement shown on the plat entitled "Administrative Lot Line Change, Resubdivision of Sabrina Park (Phase I)" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 127, Folio 31 as Plat No. 6655.

554 PAGE 423 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Exempt from recordation tax
Identifying File No. 280578

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Friendly Ice Cream Corporation, a Massachusetts corporation
Address 1855 Boston Road, Wilbraham, MA 01905

2. SECURED PARTY

Name The First National Bank of Boston, as Agent
Address 100 Federal Street, Boston, MA 02110

Richard A. Toelke, Esq., Bingham, Dana & Gould, 150 Federal St., Boston,
Person And Address To Whom Statement Is To Be Returned If Different From Above. MA 02110

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attachment A ~~and Exhibit A~~ attached hereto.

Record Owner is: Rena S. Weiss, Dorothy Samuelson,
Walter Samuelson and Herman Samuelson

Name and address of Assignee

Filed with: Financing Statement Records of Anne Arundel County, Maryland

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE 17.00
POSTAGE .50
REC-4100 6345 R01 T09:48
04/16/90

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

~~See Exhibit A attached hereto~~

See Attachment A attached hereto.

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Friendly Ice Cream Corporation
By: Gerald G. Asselin
(Signature of Debtor)

Name: G. A. Asselin Title: V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

The First National Bank of Boston, as Agent
By: [Signature]
(Signature of Secured Party)

Name: William Foster Title: AVP
Type or Print Above Signature on Above Line

2

ATTACHMENT A

(a) The leasehold estate created pursuant to that certain Lease (hereinafter called the "Lease"), dated as of January 21, 1975, as originally executed, or as now or hereafter amended, modified, restated, supplemented or varied, between Rena S. Weiss, Dorothy Samuelson, Walter Samuelson and Herman Samuelson (the "Lessor") and S. Prestley Blake, Robert J. Gaudrault, James D. Staggs and Eric W. Anderson, Trustees of Blake Brothers Company (the "Lessee"), a Memorandum of which Lease, dated as of January 31, 1975, is recorded with the Anne Arundel Land Records in Liber 2834, Page 289 (hereinafter called "Memorandum of Lease") with respect to the land and all buildings or improvements thereon located at 7134 Governor Richie Highway, Glen Burnie, Maryland (the "Premises"), which Premises is more particularly described in said Memorandum of Lease;

(b) All rights of Debtor with respect to the Lease and the Premises, including without limitation: (i) all rights of possession or use of the Premises; (ii) any option or right of first refusal, whether written or oral, now owned or hereafter acquired by Debtor, to purchase or otherwise acquire the fee simple title or any other estate, title or interest in or to the Premises or any improvements thereon; (iii) any and all deposits of cash, securities, credits or other property which may be held at any time and from time to time by the Lessor to secure the performance of the covenants, conditions and agreements contained in the Lease; (iv) any right of Debtor to agree to or acquiesce in any rejection or termination of the Lease, whether made with respect to any election under section 365(h) of the federal Bankruptcy Code of 1978 (or any amended or successor provision) or under any similar law or right of any nature, or otherwise; and (v) all rights, privileges and prerogatives of Debtor to terminate, cancel, modify, change, supplement, alter, amend, extend or renew the Lease;

(c) All and singular the Debtor's interest in the tenements, easements, appurtenances, passages (and all waters, water courses and riparian rights of Debtor, if any), pipes, conduits, electrical and other utility lines, other rights, liberties and privileges thereof or in any way now or hereafter appurtenant to the Premises, including any other claim at law or in equity as well as any after acquired title, franchise or license and the reversion and

reversions and remainder and remainders thereof, and all of the estate, right, title, claim or demand whatsoever of Debtor therein and in the streets, ways and areas adjacent thereto;

(d) All buildings and other improvements of every kind and description leased by or belonging to the Debtor now or hereafter erected or placed on the Premises or any part thereof, and all of the right, title and interest of Debtor in and to all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures, Building Service Equipment, and all renewals or replacements thereof or articles in substitution therefor; it being mutually agreed that all the aforesaid property owned or to be owned by Debtor and placed by it on the Premises and such buildings and improvements shall, so far as permitted by law, be deemed to be affixed thereto and covered by this Financing Statement;

(e) All of the estate, right, title and interest now owned or hereafter acquired by Debtor in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or in connection with the Premises;

(f) All right, title and interest of Debtor in and to any and all present and future subleases and licenses of space in the buildings and improvements now or hereafter erected on the Premises (collectively "Subleases", individually "Sublease") and the rents, issues and profits payable thereunder, together with all the rights and privileges of Debtor as sublandlord thereunder;

(g) As provided in the Mortgage, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but without limitation, proceeds of insurance provided for in the Mortgage and proceeds of condemnation awards and awards for restriction of access to, or change of grade of, streets;

(h) All the Debtor's rents, revenues, issues, income and profits of the Premises and the buildings and improvements now and hereafter erected thereon, all of which are hereby assigned to Secured Party subject, however, to the right of Debtor to receive and use the same until a default shall have occurred and be continuing under the Mortgage or the Obligations;

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

(i) All of the fee or ownership interest that the Debtor may hereafter acquire in the Premises or any buildings, other improvements, machinery, equipment and fixtures located thereon, by virtue of the exercise by the Debtor of any purchase option under the Lease or otherwise, it being the intention and agreement of the Debtor that all such fee or ownership interest be subject to the Mortgage upon acquisition thereof by the Debtor without any further act or deed by the Debtor or Secured Party as if such fee or ownership interest were now specifically described in the Mortgage.

All of the foregoing described Premises, property, rights, privileges, interests and franchises herein granted and mortgaged are intended to be, and are collectively referred to herein as the "Property".

"Mortgage" as used herein shall mean that certain Mortgage and Mortgage Rider thereto of even date herewith between Debtor and Secured Party.

The name of the record owner of the Premises described herein is Rena S. Weiss, Dorothy Samuelson, Walter Samuelson and Herman Samuelson.

280579

COPY

BOOK 554 PAGE 427

To Be Recorded In The Land Records And In The Chattel Records Of Baltimore County, Maryland And Anne Arundel County, Maryland And Among The Financing Statement Records Of The State Department Of Assessments And Taxation.

SUBJECT TO RECORDATION TAX ON THE PRINCIPAL AMOUNT OF \$40,145.00 WHICH WAS PAID TO THE CLERK, CIRCUIT COURT FOR BALTIMORE COUNTY.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- 1. **DEBTOR:** M. SQUARED, INC.
3 Church Lane
Baltimore, Maryland 21208

- M. SQUARED, INC.
117 Drexel Drive
Severna Park, Maryland 21146

RECORD FEE 13.00
POSTAGE *CK* .50
#824900 C345 R01 T10:17
04/16/90

- 2. **SECURED PARTY:** NCNB NATIONAL BANK OF MARYLAND
201 North Charles Street
3rd Floor
Baltimore, Maryland 21203

- Attention: Sara H. Barley,
Vice President

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

- a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

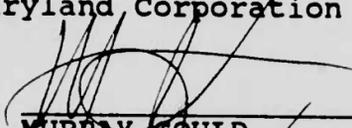
13
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- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow pagelists, telephone numbers, trade names;

- (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
 - (x) All machinery, equipment, furniture, fixtures, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
 - (xi) General Intangibles in the form of goodwill; and
 - (xii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

M. SQUARED, INC.,
A Maryland Corporation

By:  (SEAL)
MURRAY GOULD,
PRESIDENT

Date: 4/6, 1990

TO FILING OFFICER: After this Statement has been recorded, please return to:

Michael G. Gallerizzo, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (8762)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520
ID No. 270735

Page No. 267

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type
- P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type
- 200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip
3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

BEING KNOWN AND DESIGNATED as Lot Nos. 47, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 3/20/90

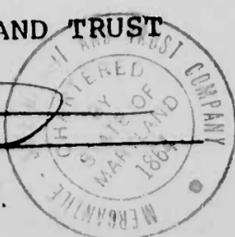
MERCANTILE MORTGAGE CORPORATION

Paul W. Park



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart
Paul A. Stuart, V.P.



Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(034-90)

10⁰⁰ 30

To Be Recorded In The Land and Chattel Records Of Anne Arundel County And Among The Financing Statement Records Of The State Department Of Assessments and Taxation.

Recording Tax Has Been Paid To The Clerk Of The Circuit Court of Anne Arundel County, Maryland The Upon Filing Of A Deed of Trust

RECORD FEE 18.00
POSTAGE .50
#742390 0237 R02 T13:43
04/16/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- 1. DEBTOR: Ahmad Fakhry and Nada Fakhry
421 Oak Lane
Baltimore, Maryland 21204 CK
- 2. SECURED PARTY: NCNB National Bank of Maryland
201 N. Charles Street
Baltimore, Maryland 21201

Attention: Laura Gray
- 3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, employment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading 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, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
 - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting,

90-0084
LAWYERS TITLE INSURANCE CORPORATION
114 E. LEXINGTON ST., 3rd FLR.
BALTIMORE, MD 21202
501-539-3212

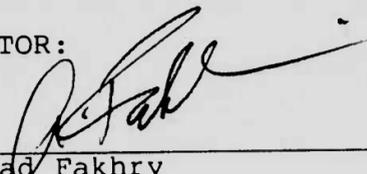
18 08 90



renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All agreements with architects, contractors, engineers, materials suppliers or other persons or entities supplying goods or services to the real property; and all plans and specifications, surveys and surveyor's reports, engineer's and architects reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings and schematics, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Modification and Restatement of Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
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.

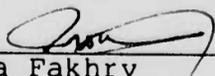
DEBTOR:



Ahmad Fakhry

(SEAL)

3/28 / , 1990


Nada Fakhry (SEAL)

8/28/1990

TO FILING OFFICER: After this Statement has been recorded, please return to:

ROBERT E. SCHER
Ober, Kaler, Grimes & Shriver
120 East Baltimore Street
Baltimore, Maryland 21202-1643
(301) 685-1120

EXHIBIT A BOOK 554 PAGE 434

BEING KNOWN AND DESIGNATED as Lot 33, as shown on Plat 3 of 4 of POPLAR POINT, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 101, folio 47. The improvements thereon to be known as No. 49 Poplar Point Road, Anne Arundel County, Maryland.

A.A. Co. Fin. Records

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506
ID No. _____

Eagle Development Corporation
Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party 114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation.....
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment.....
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....
(Indicate whether amendment, termination, etc.)
RECORD FEE 10.00
POSTAGE .50
#T42450 C237 R02 T13:50
04/16/90
GRI H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. Lot 24 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: March 29, 1990 PROVIDENT BANK OF MARYLAND
Oliver J. Ruggles

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(255-89)

1000
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DJ

A.A. Co. Fin. Records

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

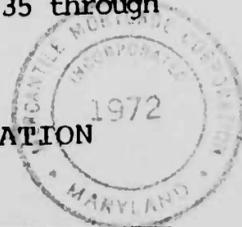
<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #742500 0237 R02 T13:53 04/16/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 1 - R, Block 20, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: 3/30/90

MERCANTILE MORTGAGE CORPORATION

Paul W. Parker



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, J.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(011-90)

1000
25

DJ

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #742510 0237 R02 11:53 04/16/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 45-R, Block 18, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: 3/24/90

MERCANTILE MORTGAGE CORPORATION
Paul W. Fair
1972
MARYLAND

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Paul A. Stuart
Paul A. Stuart, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(006-90)

10-33

DJ

A.A. Co. Fin. Records

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release.....<input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other.....<input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #142520 C237 R02 J13+53 04/16/90 H. ERLE SCHAFFER AA DB. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 17-R, Block 19, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: 3/20/90



MERCANTILE MORTGAGE CORPORATION



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061

(007-90)

1000
22

52

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522
ID No. 271461

Page No. 366

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any)

4. Check Applicable Statement:

A. Continuation.....
The original financing state-
ment between the foregoing
Debtor and Secured Party, bear-
ing the file number shown above,
still effective.

B. Partial Release.....
From the collateral described
in the financing statement
bearing the file number shown
above, the Secured Party
releases the following:
*See below.

C. Assignment.....
The Secured Party certifies
that the Secured Party has
assigned to the Assignee whose
name and address is shown below,
Secured Party's rights under the
financing statement bearing the
file number, shown above in the
following property:

D. Other.....
(Indicate whether amendment,
termination, etc.)

RECORD FEE 10.00
POSTAGE .50
BT42530 C237 R02 T13:54
04/16/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot No. 39-R, Block 20, as shown on a
plat entitled "Amended Administrative Lot Line Change - Outing Park/Green-
haven", which Plat is recorded among the Land Records of Anne Arundel County
in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through
5738.

Dated: 3/20/90



MERCANTILE MORTGAGE CORPORATION

Paul W. Parker



MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY

Paul A. Stuart, J.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(262-89)

10.00
15

- To be recorded
- (1) in the Financing Statement Records of Prince George's County
 - ✓(2) in the Financing Statement Records of Anne Arundel County
 - (3) in the Land Records of Prince George's County
 - (4) in the Land Records of Anne Arundel County, Maryland
 - (5) with State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

RECORD FEE 30.00
 POSTAGE .50
 #742890-0237 R02 T13158
 04/18/90

CK H. ERLE SCHAFER
 JR. CL. CIRCUIT COURT

FINANCING STATEMENT

- 1. Debtor: Address of Debtor:
 CARL J. FIORENZA and
 CYNTHIA D. FIORENZA 913 Fiorenza Drive
 Lothian, Maryland 20711
- 2. Secured Party: Address of Secured Party:
 THE FIRST NATIONAL BANK
 OF MARYLAND 14700 Main Street
 Upper Marlboro, Maryland 20772
- 3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies,

38⁰⁰ JB

curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any

and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of certain Deeds of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deeds of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that land, situate and lying in Prince George's and Anne Arundel Counties, which is described in the Deeds of Trust and in Schedules A, B and C attached hereto and made a part hereof.

Debtor:

Dated: March 15, 1990

Carl J. Fiorenza
Carl J. Fiorenza

Cynthia D. Fiorenza
Cynthia D. Fiorenza

Mr. Clerk: Please return to:

Mark G. Levin, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

97/601:3/90

SCHEDULE "A"

554 PAGE 443

ALL THAT PARCEL of land situate in Kent District in the County of Prince George's and State of Maryland, being part of the lands conveyed by A. James Ellis, et ux, et al, to Manor Real Estate Company, by deed dated December 22, 1961 and recorded in the Land Records of Prince George's County, Maryland in Liber 2633 at Folio 210, said property also being all of Parcel J-7 as shown on a plat of subdivision entitled "Parcels J-6 and J-7, ARDWICK Industrial District" and recorded among the aforesaid Land Records in Plat Book WWW 73 at Plat No. 44 and the triangular shaped parcel of land fronting on 75th Avenue abutting and south of said Parcel J-7 as shown on the aforementioned plat of subdivision, and together bounded and described as follows:

BEGINNING at a point where a southeasterly line of 75th Avenue (variable width at this location) meets the southerly line of Pennsy Drive (60 feet wide), said beginning point also being in the southwesterly line of a 25 foot wide right-of-way of The Philadelphia, Baltimore and Washington Railroad Company;

EXTENDING from said beginning point the following eleven courses and distances, the first four thereof being along said southwesterly line of 25 foot wide right-of-way of said Railroad Company: (1) southeastwardly, on a curve to the left having a radius of 395.06 feet, the chord of which bears South 36 degrees 05 minutes 26 seconds East, for a length of 102.35 feet, the arc distance of 102.63 feet; (2) South 43 degrees 32 minutes 00 seconds East, 100.00 feet; (3) southeastwardly on a curve to the left having a radius of 395.06 feet, the chord of which bears South 51 degrees 04 minutes 05 seconds East, for a length of 103.61 feet, the arc distance of 103.90 feet; and (4) South 58 degrees 36 minutes 10 seconds East, 36.85 feet to the northernmost corner of Parcel J-6 as shown on the aforementioned plat; thence the following two courses and distances along lines of said Parcel J-6; (5) South 52 degrees 52 minutes 41 seconds East, 146.41 feet; and (6) South 31 degrees 23 minutes 50 seconds West, 233.38 feet to the northeasterly line of Parcel A, Dodge Park View, as recorded in Plat Book WWW 49 at Plat No. 7 among the aforesaid Land Records; thence the following two courses and distances along lines of said Parcel A, Dodge Park View; (7) North 58 degrees 36 minutes 10 seconds West, 65.32 feet; and (8) South 31 degrees 23 minutes 50 seconds West, 272.04 feet to an easterly line of 75th Avenue (70 feet wide at this location); thence the following two courses and distances along easterly lines of said 75th Avenue; (9) northwardly on a curve to the left having a radius of 300.94 feet, the chord of which bears North 9 degrees 41 minutes 55 seconds East, for a length of 222.53 feet, the arc distance of 227.94 feet; and (10) North 12 degrees 00 minutes 00 seconds West, 477.90 feet; and thence (11) North 30 degrees 52 minutes 30 seconds East, along the aforementioned southeasterly line of 75th Avenue, 44.76 feet to the place of beginning.

The above triangle being assessed as .1757 acres; Parcel 215 containing 100,452 square feet or 2.3064 acres, more or less.

SCHEDULE "B"
DEED DESCRIPTION

P/O LOT 2

BOOK 554 PAGE 444

"LARKINGTON"

ANNE ARUNDEL COUNTY, MARYLAND

All of that piece or parcel of land situate, lying and being in the first assessment district, Anne Arundel County, Maryland and being more particularly described as follows:

Beginning for the same at a concrete monument found at the beginning of the North 24 degrees 30 minutes 20 seconds West 488.80 foot line of the Easterly Outline of section II, "Turnbull Estates" recorded among the plat records of Anne Arundel County, Maryland in Plat Book 33 Folio 30; said beginning point also situated on the Southerly outline of "Larkington" recorded among the aforesaid land records in Plat Book 18, Folio 24, at the division line between lot 1 and lot 2, and running thence from said point of beginning so fixed with the said Easterly outline of section II "Turnbull Estates" and with the Meridian reference to Anne Arundel County grid according to a survey prepared by Edward Hall, III, dated February, 1975:

1.) North 30 degrees 41 minutes 27 seconds ^{West} 529.19 feet to a point, passing over a pipe found at 40 feet from the end hereof, thence leaving said line and running with part of the second line of a 51.1 foot wide right-of-way (intended to be a 50 foot wide right-of-way) described in an agreement by and between Morris Kay, et ux, and Thomas T. Kenney, et ux, recorded among the aforesaid land records in Liber 3001, Folio 207, dated September 13, 1977

2.) North 58 degrees 23 minutes 44 seconds East 50.01 feet to a point; thence leaving the said right-of-way and running, through, over and across lot 2, "Larkington" as aforesaid;

3.) North 30 degrees 41 minutes 27 seconds West 287.58 feet to a point; thence

4.) North 55 degrees 27 minutes 00 seconds East 798.24 feet; thence to a pipe found and passing over a pipe found at 369.92 feet from the end hereof thence

CONTINUED

CONTINUED DEED DESCRIPTION

P/O Lot 2

"LARKINGTON"

ANNE ARUNDEL COUNTY, MARYLAND

551 PAGE 445

5.) South 59 degrees 39 minutes 03 seconds East 299.59 feet to a pipe found at the intersection of the North 40 degrees 22 minutes 03 seconds East 126.55 foot line of the 51.1 foot wide right-of-way as aforesaid; thence running with part of the said fourth line

6.) North 40 degrees 22 minutes 03 seconds East 50.77 feet to intersect the division line between lot 2 and lot 3 of "Larkington" as aforesaid; thence with part of the said division line

7.) South 59 degrees 39 minutes 03 seconds East 243.18 feet to the shore line of Larkington Cove; passing by a pipe found at 20.6 feet along this line and 1.99 feet left, and passing by a pipe found 4±.7 feet along this line and 0.40 feet right thereof, thence with the said shoreline more or less

8.) South 20 degrees 30 minutes 06 seconds East 108.21 feet to a point; thence

9.) South 14 degrees 44 minutes 09 seconds East 101.93 feet to a point; thence

10.) South 29 degrees 38 minutes 00 seconds East 39.46 feet to a point; thence

11.) South 14 degrees 15 minutes 52 seconds West 52.20 feet to a point; thence

12.) South 73 degrees 44 minutes 38 seconds East 95.53 feet to a point; thence

13.) North 89 degrees 53 minutes 37 seconds East 135.29 feet to a point on

the southerly outline of "Larkington" as aforesaid; thence with the said outline,

14.) South 59 degrees 36 minutes 51 seconds West 1254.19 feet to the place of beginning and containing 20.4578 acres of land more or less including the roads and cemetery.

Saving and excepting therefrom however, a 51.1 foot wide right-of-way (intended to be 50 feet wide) described in an agreement by and between Morris Kay and Thomas T. Kenney, dated September 13, 1977 and recorded among the land records of Anne Arundel County, Maryland, in Liber 3001 folio 207.

Saving and excepting also, a 30 foot wide right-of-way widened heretofore a 50 foot wide right-of-way leading from the above mentioned 51.1 foot wide right-of-way, as follows:

Beginning for the same at a concrete monument found at the beginning of the North 24 degrees 30 minutes 20 seconds West 488.80 foot line of the easterly outline of section II,

SCHEDULE "B"

CONTINUED

CONTINUED DEED DESCRIPTION

P/O Lot 2

"LARKINGTON"

ANNE ARUNDEL COUNTY, MARYLAND

554 PAGE 446

"Turnbull Estates" recorded among the plat records of Anne Arundel County, Maryland in plat book 33, Folio 30; said beginning point being also situated on the southerly outline of "Larkington" recorded among the aforesaid land records in plat book 18, Folio 24, at the division line between lot 1 and 2, and running thence from said point of beginning so fixed with the said easterly outline of section II, "Turnbull Estates" and with the meridian referred to Anne Arundel County grid according to a survey prepared by Edward Hall, III, dated February, 1975 and as now corrected to effect a mathematical closure,

- 1.) North 30° 41' 27" West, 529.19 feet to a point; thence leaving the said line and running through, over and across the herein above described parcel,
- 2.) North 58° 23' 44" East, 549.61 feet to a point; thence,
- 3.) North 52° 08' 05" East, 373.20 feet to a point; thence,
- 4.) North 40° 22' 03" East, 126.55 feet to intersect the division line between lot 2 and lot 3 "Larkington" as aforesaid; thence with part of said division line,
- 5.) South 59° 39' 03" East, 51.89 feet to a point; thence leaving said division line,
- 6.) South 40° 22' 03" West, 143.35 feet to a point; thence,
- 7.) South 52° 08' 05" West, 374.09 feet to an iron pipe at the Northeast corner of Brewer's Cemetery; thence,
- 8.) South 58° 23' 44" West, 507.95 feet to a point; thence,
- 9.) South 30° 41' 27" East, 479.15 feet to a point; thence,
- 10.) South 59° 36' 51" West, 50.00 feet to the place of beginning and containing 1.7999 acres of land more or less

Also saving and excepting therefrom the "Brewer Cemetery" shown on the herein above mentioned plat of "Larkington" and more particularly described as follows:

SCHEDULE "B"

CONTINUED

CONTINUED DEED DESCRIPTION

P/O Lot 2

"LARKINGTON"

Anne Arundel County, Maryland

BOOK 554 PAGE 447

Beginning for the same at an iron pipe found at the end of the seventh or South 52° 08' 05" West, 374.09 foot line of the herein above described right-of-way, thence, leaving the said point of beginning so fixed and running with the said cemetery;

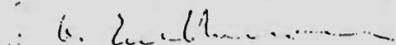
- 1.) South 40° 59' 00" West, 53.15 feet to a pipe found; thence,
- 2.) South 49° 01' 00" East, 62.00 feet to a pipe found; thence,
- 3.) North 40° 59' 00" East, 53.15 feet to a point; thence,
- 4.) North 49° 01' 00" West, 62.00 feet to the place of beginning and containing 0.0756 acres of land more or less.

Being a part of that same piece or parcel of land described in a conveyance from Daniel Colacicco, et at, to Carl J. Fiorenza and Cynthia G. Fiorenza dated Oct. 15, 1987 and recorded among the land records of Anne Arundel County, Maryland in liber 4485, Folio 656, and also shown as lot 2-C on a plat recorded in Liber 3223, Folio 862, of said land records.

Subject to and together with use in common with others of the 30 foot wide road, portions of which have been widened as described herein, leading to the Loch Haven County Road as shown on said plat of "Larkington".

Subject to and together with an agreement by and between Morris Kay and Arline Kay, his wife, and Thomas T. Kenney and Margaret B. Kenney, his wife, dated September 13, 1977 and recorded among the land records of Anne Arundel County, Maryland, in Liber 3001, Folio 207.

All according to a plat entitled Carl Fiorenza Property dated February, 1990 and prepared by Hugh W. Wilkerson & Associates, consulting engineers and surveyors, Dunkirk, Maryland attached hereto and made a part hereof.



A.W. Wilkerson Prop L S #54

SCHEDULE "C"

Lot numbered Seven (7), in the Subdivision known as "Amended Section Two, POND VIEW ACRES" as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 61, at Plat 17.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254843

RECORDED IN LIBER 480 FOLIO 267 ON 12/5/84 (DATE)

1. DEBTOR

Name J&J CONTRACTING, INC.

Address 756 Whitney Landing Drive, Crownsville, MD xxx 21032

2. SECURED PARTY

Name RELI FINANCIAL CORP.

Address P.O. Box 797, Northbrook, IL 60065-0797

RECORD FEE 10.00

Person And Address To Whom Statement Is To Be Returned If Different From Above POSTAGE .50

#637540 C777 R03 T08:39

04/17/90

3. Maturity date of obligation (if any)

H. ERLE SCHAFER

AA. CO. CIRCUIT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RETURN TO:

LEXIS® DOCUMENT SERVICES
P.O. Box 2989
Springfield, Illinois 62708

Dated 4-4-90

R.J. Siadak
(Signature of Secured Party)

RELI FINANCIAL CORP./R.J. SIADAK Sr. Loan Officer
Type or Print Above Name on Above Line

195-764/2836T6

1560

STATE OF MARYLAND

BOOK 554 PAGE 450

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254842

RECORDED IN LIBER 480 FOLIO 266 ON 12/5/84 (DATE)

1. DEBTOR

Name J&J CONTRACTING, INC.

Address 756 Whitney Landing Drive, Crownsville, MD 21032

2. SECURED PARTY

Name RELI FINANCIAL CORP.

Address P.O. Box 797, Northbrook, IL 60065-0797

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#637550 C777 R03 T08:40
04/17/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated

4-4-90

LEXIS DOCUMENT SERVICES

[Handwritten Signature]

(Signature of Secured Party)

Sr. Loan Officer

RELI FINANCIAL CORP./R.J. Siadak

Type or Print Above Name on Above Line

195763/2836 TG

RETURN TO:

155

280582

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): Montgomery County Auto Parts, Inc. 200 Girard Avenue Gaithersburg, MD 20877		2. Secured Party(ies): Name(s) and Address(es): United Auto Parts Co. 1301-02 E. Glide Drive Rockville, MD 20850		3. (optional): Maturity Date	
5. This Financing Statement covers the following types (or items) of property: Inventory, equipment, fixtures and receivables , accounts receivable NOT SUBJECT TO RECORDATION TAX		6. Assignee(s) of Secured Party and Address(es):		4. For Filing Officer: Date, Time, No. Filing Office	
8. Describe Real Estate Here:		9. Name(s) of Record Owner(s):		7. <input type="checkbox"/> The described crops are to be grown on: \$1.00 <input type="checkbox"/> The described goods are to be affixed to: • (Describe Real Estate Below)	
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)		POSTAGE <i>CK</i> .50 #637630 0777 R03 708:44 04/17/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT			

Proceeds — Products of the Collateral are also covered.

By James S. Jellie Pres. Signature(s) of Debtor(s) Pres. By M.A. Duwan Signature(s) of Secured Party(ies) VICE Pres.

(1) FILING OFFICER COPY - NUMERICAL
FORM DSCB:UCC-1 (Rev. 8-72)—Approved by Department of State of the Commonwealth of Pa.

MP



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): Cherry Hill Construction, Inc. 8171 Mission Road Jessup, MD 20794	2. Secured Party(ies) Name(s) And Address(es): Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	RECORD FEE 10.00 #537640 0777 R03 T08:44 For Filing Officer CK 04/17/90
3. (a) This statement refers to original Financing Statement bearing File No. 582900 552-11 Filed with AA Co. Circuit Court Date Filed 2/13 1990 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filled. (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 <input type="checkbox"/>		
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is being amended. 5. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> 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. <input 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 the collateral described in Item 9 from the financing statement bearing the number shown above.		
9. Assigned to: The CIT Group/Equipment Financing, Inc. 1180 W. Swedesford Road Berwyn, PA 19312 <p style="text-align: right;">36510-5</p>		
10. Signatures: By _____ Debtor(s) (necessary only if Item 7 is applicable) By <u>Alban Tractor Co., Inc.</u> <u>[Signature]</u> Secured Party(ies)		
(1) Filing Officer Copy - Numerical		FINANCING STATEMENT CHANGE Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3

This Statement is presented to a filing officer for filing purposes

1. DEBTOR(S) (Last Name First and ADDRESS(ES))

CHASE CONSTRUCTION & EQUIPMENT CO
PO BOX 3933
ANNAPOLIS MD 21403

2. This statement refers to original financial records

3. I am a

4. I am a

5. I am a

6. I am a

7. I am a

8. I am a

9. I am a

10. I am a



This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. MATURITY DATE (If Any): 29 APR 95
FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
CHASE CONSTRUCTION & EQUIP CO
PO BOX 3333
ANNAPOLIS MD 21403
521281236 AA

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE IND EQUIPMENT CO.
P. O. BOX 65090
WEST DES MOINES IA 50265
FORM-JOHN DEERE IND EQUIP CO
400-19TH, MOLINE, IL. 61625

4. This statement refers to original Financing Statement bearing File No. 88451C237
Filed with ANNE ARUNDEL MD Date Filed 29 APR 85 485-22

- 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.

RECORD FEE 10.00
POSTAGE CR .50
#637650 0777 R03 T08:45

10.

Number of Additional Sheets Presented CIMAR90

TO: CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY MD 21403
H. ERLE SCHAFER 04/17/90

JOHN DEERE IND EQUIPMENT CO. CIRCUIT COURT
By: *D. J. Walters* Director, Installment Finance For: JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
Signature(s) of Secured Party(ies) JOHN DEERE COMPANY

By: _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)
FILING OFFICER COPY - ALPHABETICAL

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280583

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 COLORCAST PRODUCTIONS INC.
Address 1205 SPRINGWOOD COURT, ARNOLD, MD 21012

RECORD FEE 11.00
POSTAGE .50
#637750-6777 R03 T08:52
04/17/90

2. SECURED PARTY

Name NATIONAL MARKETING NETWORK, INC.
Address 5036 JERICHO TPKE. STE 200, COMMACK, NY 11725

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (1) SONY VO 9800 RECORDING DECK
(1) SONY VO 9850 RECORDING DECK
(1) JVC PALTEX ABNER TC
(2) JVC P1013 CABLE
(1) SONY ECM 77B
(1) VAC PG-3PC

Name and address of Assignee

THE CIT GROUP
P.O. BOX 24610
OKLAHOMA CITY, OK 73124

EQUIPMENT LOCATION: 1428 OAK BLUFF LANE
EDGEWATER, MD 21037

Not Subject To Recordation Tax.
Conditional Sales Contract

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

COLORCAST PRODUCTIONS INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

NATIONAL MARKETING NETWORK, INC.
Type or Print Above Signature on Above Line

Handwritten initials or mark

STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

(Last Name First) and address(es) . Ricci Tullwood Road Annapolis, Maryland	2. Secured Party(ies) and address(es) First American Bank of Maryland 8701 Georgia Avenue Silver Spring, MD 20910 Book 530 Page 113	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #637760 C777 R03 T08:53 04/17/90
4. This statement refers to original Financing Statement bearing File No. 273940 Filed with Anne Arundel County Date Filed July 26 19 88		H. ERLE SCHAEER AP 60, CIRCUIT COURT 04/17/90

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is being refiled.
 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: Roy J. Ricci

First American Bank of Maryland
 By: *Robbie Hart*
 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/303

280584

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 4-13-90

1. Debtor(s) (Last Name First) and address(es)

Annapolis Tile, Inc.
2014 B. Renard Ct.
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)

NIA National Leasing, Inc.
66 Route 17
Paramus, N.J. 07653

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE CK 11.00
#637800 C777 R03 T08:56

4. This financing statement covers the following types (or items) of property:

- 1 Model H 1010A Gantry Saw
- 1 Dia. Blade 16" - marble premium
- 1 Dia. Blade 12" granite premium
- 1 Magnetic protractor

0-24451-0
SS# 165-38-4549

5. Assignee(s) of Secured Party and Address(es)

Copelco Leasing Corporation
One Mediq Plaza
Pennsauken, NJ 08109
04/17/90
FILED DEPARTMENT OF TREASURY
NEW JERSEY STATE COURT

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.

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: NIA NATIONAL LEASING INC

Annapolis Tile Inc.

By: MICHAEL W. BELLER
Michael W. Beller
Signature(s) of Debtor(s)

President
Title

By: Steven C. Schachtel, President
Steven C. Schachtel
Signature(s) of Secured Party(ies)
Title
(For Use In Most States)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 43927

RECORDED IN LIBER 506 FOLIO 469 ON January 3, 1987 (DATE)

1. DEBTOR

Name B & W EQUIPMENT AND SUPPLY CORPORATION
Address 11010 ANNAPOLIS JUNCTION ROAD, ANNAPOLIS JUNCTION, MD 20701

2. SECURED PARTY

Name HELLER FINANCIAL, INC. RECORD FEE 10.00
Address 105 WEST ADAMS STREET, CHICAGO, ILLINOIS 60603 POSTAGE .50
#637820 0777 R03 708:57
04/17/90

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)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>Filed with Anne Arundel County</p>	

Dated February 14, 1990

(Signature of Secured Party)

HELLER FINANCIAL, INC

Type or Print Above Name on Above Line

280585

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 APRIL 90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gary Ryon
Address 5817 Sonny Drive Anne Arundel Lothian, Maryland 20711

2. SECURED PARTY

Name John Deere Industrial Equipment Co.
Address P. O. Box 65090
West Des Moines, Iowa 50265-0090
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 New John Deere 555G Crawler Loader, S/N 765132

RECORD FEE 11.00
POSTAGE .50
#637910 0777 R03 T09:08
OK 04/17/90

CHECK THE LINES WHICH APPLY

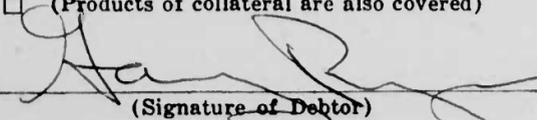
H. ERLE SCHAFER

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 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)

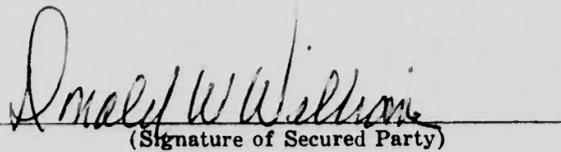

(Signature of Debtor)

Gary Ryon
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Industrial Equip. Co.
P. O. Box 65090
West Des Moines, Iowa 50265-0090


(Signature of Secured Party)

Donald W. Williams

Type or Print Above Signature on Above Line

11/5

280586

FORM 554 PAGE 459

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) Kliever, John W. 1374 Becknel Avenue Odenton, MD 21113	2 Secured Party(ies) and Address(es) HARBOR TRUCK SALES AND SERVICE, INC. 2723 Annapolis Road Baltimore, Md., 21230	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE CK .50 #637920 0777 R03 T09:08 04/17/90 5 Assignee(s) of Secured Party FINLAND SCHAFER Associates Commercial Credit 1801 McCormick Dr., Suite 200 Landover, MD 20785
4 This financing statement covers the following types (or items) of property: 1989 Freightliner tractor model FLC12064 serial #1FVN2CY96KH36 4677, with a 14.5' steel body serial #89030547 "Document not subject to recordation tax-conditional sales contract signed by Debtor."		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: State of Maryland Anne Arundel 1362259

John W. Kliever
 By: John W Kliever SR Signature(s) of Debtor(s)
 HARBOR TRUCK SALES AND SERVICE, INC.
 By: [Signature] Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical 11.50

603469 Rev 12-80

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

12-
549.50
.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. \$ 78,230.00

If this statement is to be recorded in land records check here.

This financing statement Dated 3-29-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SHORT RUN LABLES a division of FAR WEST MARKETING INC.

Address 812 Oregon Ave Linthicum MD 21090

2. SECURED PARTY

Name GRAPHICS LEASING CORPORATION

Address 400-1 TOTTEN POND ROAD WALTHAM, MA. 02154

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

VARITYPER 310 EPICS CONTROLLER, STREAMER OPTION, 20MB HARD DISK, 3 ea. 20/20 TERMINALS, 4200 BP LASER IMAGESETTER, P/S OPTION, P/S CABLE SET, RULING OPTION, 3 ea. 36" DESKS, 7210 FILM PROCESSOR, 2 ea. WATER SELENOID KITS, TAKE UP CASSETTE, 35 LASERWRITER PLUS FONTS, 40 DOWNLOADABLE FONTS, SOFTWARE SUPPORT.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Short Run Lables a division of Far West Marketing, INC.

Gailerd Smith
(Signature of Debtor)

Gailerd Smith
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Graphics Leasing Corporation
(Signature of Secured Party)

Carol Kelly
Type or Print Above Signature on Above Line
Carol Kelly

RECORD FEE 12.00
RECORD TAX 549.50
POSTAGE CK .50
#637940 C777 R03 109:09
04/17/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

125
549.50
.50

PARTIES

Debtor name (last name first if individual) and mailing address:

Smith, Barbara Lee Trainer
523 Bay Hills Drive
Arnold, Maryland 21012

1

Debtor name (last name first if individual) and mailing address:

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) of Record name(s) (last name first if individual) and address for security interest information:

Mellon Bank (East) National Association
One Mellon Bank Center
Phila. PA. 19102

2

Special Types of Parties (check if applicable):

The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

Debtor is a Transmitting Utility.

3

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):

Mellon Bank (East) National Association

Robert L. Spatafore
Robert L. Spatafore-XXX
Collateral Manager

4

STANDARD FORM UCC-3
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
IMPORTANT - Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer)

BOOK 554 PAGE 461

5

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

Secretary of the Commonwealth.

~~XXXXXXXXXX~~ **CLERK-ANNE ARUNDEL** County.

Real Estate Records of _____ County.

6

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters): **TRAIN21615 534-195**

7

8

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. **081870**

filed with the:

Secretary of the Commonwealth on (date) _____

~~XXXXXXXXXX~~ **CLERK-ANNE ARUNDEL** County on (date) **March 11, 1988**

Real Estate Records of _____ County on (date) _____

9

DESCRIPTION OF FINANCING STATEMENT CHANGE

Continuation - The original Financing Statement identified above is still effective.

Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.

Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.

Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.

Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

RECORD FEE 12.00
POSTAGE ~~CK~~ .50
#637950 0777 R03 T09:10
04/17/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

11

RETURN RECEIPT TO:

Mellon Bank (East) National Association
8th & Market Sts.
Phila. PA. 19102
Attn: Bill Schiavo 199-5220

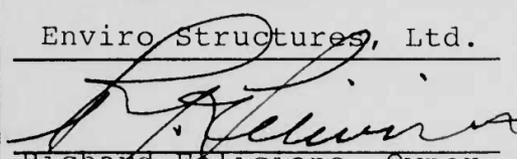
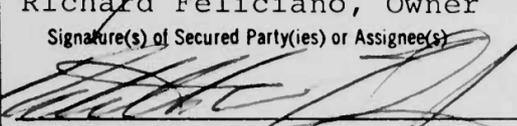
12

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

554 462

280589

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) Enviro Structures, Ltd.	2. Debtor(s) Complete Address(es) 1230 Cronson Blvd. Crofton, MD 21114	
3. & 4. Secured Party(ies) and Complete Address(es) Citizens Bank of Maryland 14401 Sweitzer Lane Laurel, Maryland 20707	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) 1986 Koehring Model 6644 Excavator Serial #21081 1984 Fiat Alice - FR10 Wheel Wader Serial #525558 1985 Koehring Model 6633 Excavator Serial #110420		
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered.		8b. () Products of collateral are also covered. No. of additional sheets presented.
Filed with CIRCUIT COURT CLERK OF Anne Arundel		County; Other <u>MDAT</u>
9. Transaction is (<input checked="" type="checkbox"/>), is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>130,000.00</u>		<u>H. ERLE SCHAFER</u> <u>HA CO. CIRCUIT COURT</u>
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s) <u>Enviro Structures, Ltd.</u>  Richard Feliciano, Owner <u>PRESIDENT</u>		
Signature(s) of Secured Party(ies) or Assignee(s)  By <u>William W. Friel, Jr.</u> Vice President (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
DS-30		Printed in U. S. A.

RECORD FEE 11.00
RECORD TAX 910.00
POSTAGE .50

#637970 C777 R03 T09:13
04/17/90

11
910
18



STATE OF MARYLAND

554 PAGE 463

AA Co.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274146

RECORDED IN LIBER 531 FOLIO 36 ON August 11, 1988 (DATE)

1. DEBTOR

Name Bud Harding Contractors, Inc.

Address P.O. Box 23 Lothian, Maryland 20711

2. SECURED PARTY

Name Signet Bank/Maryland

Address P.O. Box 22497 Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
#637980-0777 R03 T09:13
04/17/90

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)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>John C. Louis Company, Incorporated 1805 Cherry Hill Road; Baltimore, Maryland 21230</p>	
	<p>One (1) 1988 Bobcat Model 743, S/N 501940217, with one (1) 60" Construction Bucket (w/o teeth) and one (1) 60" Construction Bucket (w/8 teeth); One (1) 1988 Beck Model 3EL19 Trailer, S/N 44BH62027JL004023; One (1) 1988 Liebherr Model 711M Crawler Dozer, S/N 0194-L; One (1) Used Allied Model 720 Hydraulic Hammer, S/N 1058; One (1) Used Bobcat Model 909 Backhoe, S/N 4098, with 20" Bucket; One (1) Used Multi-Quip 180 CFM Air Compressor, S/N 361213; and One (1) Used Cement Bucket, S/N D837.</p>	

SIGNET BANK/MARYLAND

1550 Dated April 6, 1990

Stephen B. Bradley, Atty.
(Signature of Secured Party)

STEPHEN B. BRADLEY
Type or Print Above Name on Above Line



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

BOOK 554 PAGE 464

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

Dave's Boat Trailer Sales, Inc.
432 N. Crain Hwy.
Glen Burnie, MD 21061

Microfilm Index Number: (Filing Officer's Use Only)

280590

2. Secured Party(ies) Name and Mailing Address:

SHORELINE PRODUCTS, INC.
P. O. BOX 848
ARLINGTON, TX 76004-0848

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.

(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

Purchase money security interest in all of Debtor's inventory of Shoreline boat trailers and any and all other trailers manufactured by Creditor including, but not limited to all wheels, and tires for trailers, component parts for the assembly of trailers, trailer frames, chassis, winches, carriages, axles, wheel assemblies, and any and all other component parts or replacement parts for the assembly of or repair of trailers located at Debtor's place of business as above and hereafter stated.

RECORD FEE 11.00

POSTAGE .50

#638000 C777 R03 T09-14

CK 04/17/90

NOT SUBJECT TO RECORDATION TAX, PURCHASE-MONEY SECURITY AGREEMENT.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Proceeds of collateral are also covered.

Check only if applicable

Products of collateral are also covered.

This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented 235736/306/LK

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- already subject to a financing statement filed in another county, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor.

Dave's Boat Trailer Sales, Inc.

Shoreline Products, Inc.

Use whichever signature line is applicable

By

Dave Dave
Signature(s) of Debtor(s)

By

Arnold B.
Signature(s) of Secured Party(ies)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE ODEE COMPANY, P.O. BOX 550488, DALLAS, TEXAS 75355

(1) Filing Officer Copy— Numerical

STANDARD FORM—FORM UCC-1 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

280591

554 465

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

Anne Arundel County

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Mark-Lang, Inc.
249-A Obrecht Rd.
Millersville, MD 21108

Mailing Address: P.O. Box 322
Millersville, MD 21108

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Associates Commercial Corporation
4191 Innslake Drive #118
Glen Allen, VA 23060

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement Recording tax of 525.00 is based on Principal Indebtedness of 74,682.50

One (1) Fiat Allis Model FR-10 Wheel Loader SN/525289
One (1) Dynapac Model CA-25 Vib. Roller SN/599157
complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

RECORD FEE 11.00
RECORD TAX 525.00
POSTAGE *CS* .50

#638010 0777 R03 107315

04/17/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Mark-Lang, Inc.

Associates Commercial Corporation

Signature of Debtor if applicable (Date)

Bill F. Boswell

Vice President
Bill Boswell, Vice President

Signature of Secured Party if applicable (Date)

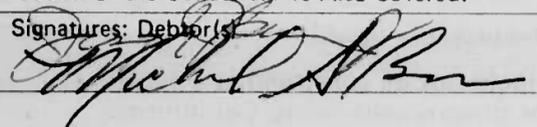
M. Weems

M. Weems, CS

505.50

554 466

280592

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): Joseph J. + Michaels, Burns 5608 Vancouver Ct. Churton, Va Md 20733	(2) Secured Party(ies) (Name(s) And Address(es): Holly Acres RV + Marine 2808 Davis Ford Rd. Woodbridge, Va 22192	
(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): CHEMICAL FINANCIAL CORP. STE 412 514 S. STRATFORD RD WINSTON-SALEM NC 27103	RECORD FEE 12.00 POSTAGE .50 #638060 0777 R03 T09:18 04/17/90
(5) This Financing Statement Covers the Following types [or items] of property. 1990 maxum Boat USKA59MD1990 1990 FOR MERCURISER motor 4-43B100BS/OC 75/100 1990 Escort Trailer Sln 4051193MOLR000099		H. ERLE SCHAFFER AA CO. CIRCUIT COURT
<input type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) 	Secured Party(ies) [or Assignees] Chemical Financial Corp. (By) Ed Bowman Adm Mgr.	
(By) _____ Standard Form Approved by N.C. Sec. of State and other states shown above.	Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
(1) Filing Officer Copy - Numerical	UCC-1	

280593

554 467

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)

James P. Bowen III d/b/a
Bowen Carpets
208 Maryland Avenue
Pasadena, MD 21122

2. Secured Party(ies) and address(es)

Cap-Co Leasing Co.
1430 N. Meacham Rd.
Schaumburg, IL 60173

3. Maturity date (if any):

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 12.00
#638070 0777 R03 T09:18
CK 04/17/90

4. This financing statement covers the following types (or items) of property:

- 1 Model 60 Storm Power Cleaning Machine includes:
Parts Basket, Head Rack, Aluminum Cleaner

*Not subject to recordation tax/this is a conditional sales contract

5. Assignee(s) of Secured Party and Address

W. ERLE BEHAFFER
Capitol Leasing Company
1430 N. Meacham Rd.
Schaumburg, IL 60173
AR 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:

James P. Bowen III d/b/a
Bowen Carpets

Cap-Co Leasing Co.

X James P. Bowen III
Signature(s) of Debtor(s)
James P. Bowen III - Owner

By: Mona White
Signature(s) of Secured Party(ies)
Mona White - Asst. Treas.

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

PARTIES

Debtor name (last name first if individual) and mailing address:

Timothy J. Fox
4100 Fairfax St.
Landover Hills, MD. 20784

1

Debtor name (last name first if individual) and mailing address:

Debra S. Fox
4100 Fairfax St.
Landover Hills, MD. 20784

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

Green Tree Acceptance, Inc.
PO Box 4488
Woodbridge, VA. 22194

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):

Green Tree Acceptance, Inc.

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):

551-168

Date, Time, Filing Office (stamped by filing officer):

280594

5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box)

- Secretary of the Commonwealth.
- Prothonotary of _____
- real estate records of _____

RECORD FEE County 12.00
 POSTAGE County .50

#39080 CTTT R03 709.19
 04/17/90

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

H. EDLE SCHAEFER
 AA CO. CIRCUIT COURT

Identify collateral by item and/or type:

1983 Clayton 14 X 72
AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURES INVOICE AND/OR PURCHASE AGREEMENT AND /OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOOD AS DEFINED AT 16 CFR444.1 (I) OR THE STATE LAW EQUIVALENT STATUTE."

(check only if desired) Products of the collateral are also covered.

9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____

for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 **Timothy J. and Debra S. Fox**

1a *Timothy J. Fox*

1b *Debra S. Fox*

11

RETURN RECEIPT TO:

Green Tree Acceptance, Inc.
PO Box 4488
Woodbridge, VA. 22194

12

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

REGROER FROM
Registré, Inc.
 514 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN. 55303
 (612) 421-1713

10/5

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)

Mr. Tire Inc.
710 N. Ritchie
Glen Burnie, MD 21061

Michelin Tire Corporation
One Parkway South
P. O. Box 19001
Greenville, SC 29602-9001

RECORD FEE 10.00
#638100 0777 R03 T09:20
04/17/90

4. This statement refers to original Financing Statement bearing File No. 233168

Filed with Anne Arundel County Date Filed 6/26 19 80

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. Amend debtor's file to add collateral location:
1920 West St., Annapolis, MD 21401

No. of additional Sheets presented:

MR. TIRE INC.

MICHELIN TIRE CORPORATION

By: *[Signature]*
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

BOOK 554 PAGE 470

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

- TO BE RECORDED IN THE FINANCING RECORDS
~~LAND RECORDS~~ OF ANNE ARUNDEL COUNTY,
MARYLAND

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 276915
 Date of Filing April 12, 1989 Record Reference Book 540, Page 01
 Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
PORTEN SULLIVAN CORPORATION	3	Bethesda Metro Center,	Suite 900,	Bethesda, Md 20814

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Ameribanc Savings Bank	7630	Little River Turnpike,	Annandale,	Virginia 22003

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:

Lot (s) 9
 in the subdivision known as "Amended Plat 2 of 3, WALDEN Planned Unit
 Development Section One", as per plat thereof recorded among the Land
 Records of Anne Arundel County, Maryland in Plat Book 120 at Plat 24.

RECORD FEE 10.00
 POSTAGE .50
 #638150 0777 R03 109:23
 04/17/90
 H. ERLE SCHAFER
 AA CO. (S&M) DEEDS COURT

Debtor(s) or assignor(s)

By:

(Corporate, Trade or Firm Name)
 Linda C. Miller, Vice President
Linda C. Miller
 Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

15.50

*Approved
11.50*

MARYLAND FINANCING STATEMENT

BOOK 554 PAGE 171

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Bay Area Ventures Corporation
 (Name or Names)
7310 Ritchie Highway, Suite 706-A, Glen Burnie, Maryland 21061
 (Address)
 LESSEE _____ CFSL 3850
 (Name or Names)

 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association
 Of LESSOR (Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
 (Address)

4. This financing Statement covers the following types (or items) of property:

1 - South Western Bell Key Service Unit; 4-South Western Bell Telephones

RECORD FEE 11.00

POSTAGE *CK* .50

#438200 0777 R03 109:27

5. Proceeds of Collateral are covered hereunder: Yes (xx) No () 04/17/90
 Products of Collateral are also covered Yes () No (xx) H. ERLE SCHAFER

LESSEE Bay Area Ventures Corporation LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
AA CO. CIRCUIT COURT

By: *[Signature]* (Title) PRESIDENT
 (Type or print name of person signing)
 By: *[Signature]* Credit Manager
Donald A. Lounsbury (Title)
 (Type or print name of person signing)

By: _____ (Title)
 (Type or print name of person signing)
 Return to: **CHESAPEAKE INDUSTRIAL LEASING CO., INC.**
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11.50



FINANCING STATEMENT

FORM UCC-1 554 PAGE 472 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 R & R VENTURES, INCORPORATED

Address 8110 JUMPERS HOLE ROAD PASADENA, MD 21122

2. SECURED PARTY

Name BELL ATLANTIC TRICON LEASING CORPORATION

Address 95 N. ROUTE 17 SOUTH PARAMUS, NJ 07653

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Equipment location:

#35167

RECORD FEE 57.00

POSTAGE .50

Blue Star Memorial Hwy.
Kent Island, MD 21619

"Not subject to Recordation according to Property Tax Article 12-108(k)-4"

See Attached Schedule "A"

H. ERLE SCHAFER

To Be filed with: Clerk of Circuit Court, Queen Anne County, 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)

R & R VENTURES, INCORPORATED

[Handwritten Signature]
(Signature of Debtor)

BELL ATLANTIC TRICON LEASING CORPORATION

[Handwritten Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

5750

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION.

and BAYTAC, INC.

Dated _____

Supplier:

Bell Foods
16808 Armstrong Ave.
Irvine, CA 92714

- 1 STEAM EVACUATOR HOOD (DOUBLE SIDED)
- 1 LOOP SENSOR FOR DRIVE-THRU SYSTEM
- 1 DINING ROOM SPEAKER KIT (2 SPEAKERS)
- 1 DRIVE-THRU WINDOW (LARGE SEMI-AUTO)
- 4 PARKING LOT LIGHT BASES
- 4 ANCHOR BOLT SET FOR LIGHT ENGE (4/8" SET)
- 1 **** EXHAUST HOOD WITH FILTERS AND LIGHTS
- 4 SINGLE PARKING LOT LIGHT WITH 17 1/2" POLE
- 4 DOUBLE PARKING LOT LIGHT WITH 17 1/2" POLE
- 1 INTERIOR LIGHTING PACKAGE FOR M-60 BLDG.
- 1 EXTERIOR LIGHTING PACKAGE FOR M-60-BLDG.
- 1 SWITCHGEAR AND PANEL PACKAGE
- 1 NATIONAL H.V.A.C. PACKAGE INCLUDING DUCTWORK,
THERMOSTATS, UNITS, FANS, CURBS, DIFFUSERS,
- 1 REAR DOOR 4'0" X 6'8" NON-HANDED - PREPPED
FOR 4 HINGES AND SECURITY WINDOW
- 1 REAR DOOR FRAME FOR ABOVE DOOR TO INCLUDE
PREP FOR DETEX ALARM SYSTEM
- 1 HARDWARE PACKAGE "A" FOR REAR DOOR INCLUDES:
2 PR. HINGES, 1 FALCON LOCK, 1 CLOSER, 1 LATCH -
GUARD AND 1 DETEX ALARM LOCK.
- 1 HARDWARE PACKAGE "B" FOR REAR DOOR INCLUDES:
1 THRESHOLD, 1 KICKPLATE, 1 SWEEP AND HARDWARE
- 1 SET PENKO WEATHERSTRIPING FOR REAR DOOR
- 1 NEW STAMP LEXAN SECURITY WINDOW
- 4 BRADLEY RECESSED SOAP DISPENSER #643
- 4 BRADLEY RECESSED DOUBLE ROLL TOILET TISSUE
DISPENSER #5411
- 2 BRADLEY PAPER TOWEL DISPENSER #250-15
- 2 BRADLEY 36" GRAB BAR #817-001-36-2
- 2 BRADLEY 42" GRAB BAR #817-001-42-2
- 3 BRADLEY FRAMED MIRROR #710-24" X 30"
- 4 WORLD HAND DRYER #RA 365 CHAMMOIS
- 4 BOX FOR HAND DRYER (REQUIRED W/ HAND DRYER)
- 1 FIAT MOP BASIN #MS23624

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION.

and BAYTAC, INC.

Dated _____

- | | |
|--|--|
| <p>1 FAUCET #830AA</p> <p>1 MOP RACK #889CC</p> <p>AIR DOOR FOR BACK DOOR</p> <p>AIR DOOR FOR DRIVE THRU WINDOW</p> <p>7' X 13' X 3'-7" INTERIOR WALK-IN COOLER WITHOUT FLOOR, WITH LEFT HINGE DOOR CENTERED ON 7' FRONT, S/S DOOR, WHITE FRONT AND INTERIOR, REFRIGERATION PACKAGE WITH 1 1/2 H.P. CONDENSING UNIT, PRECHARGED SYSTEM WITH REMOTE PARTS (200W/10/00)</p> <p>1 7' X 18' X 9'-7" EXTERIOR WALK-IN COOLER WITH FLOOR, MEMBRANE ROOF CAP, METAL EXTERIOR, FOR STUCCO APPLICATION, LEFT HINGE S/S DOOR ON 18' FRONT, REFRIGERATION PKG WITH 2 H.P. CONDENSING UNIT, PRECHARGED SYSTEM WITH REMOTE PARTS. (200W/10/00)</p> <p>*****</p> <p>*****WIRE SHELVING*****</p> <p>17 18" X 30" COATED WIRE SHELVING FOR WALKIN</p> <p>18 18" X 36" COATED WIRE SHELVING FOR WALKIN</p> <p>19 18" X 42" COATED WIRE SHELVING FOR WALKIN</p> <p>10 18" X 48" COATED WIRE SHELVING FOR WALKIN</p> <p>18" X 60" COATED WIRE SHELVING FOR WALKIN</p> <p>4 18" X 72" COATED WIRE SHELVING FOR WALKIN</p> <p>100 74" POSTS FOR SHELVING</p> <p>86" POSTS FOR SHELVING</p> <p>15 18" X 30" WIRE STORAGE SHELVING</p> <p>18" X 36" WIRE STORAGE SHELVING</p> <p>30 18" X 42" WIRE STORAGE SHELVING</p> <p>33 18" X 48" WIRE STORAGE SHELVING</p> <p>18" X 60" WIRE STORAGE SHELVING</p> <p>18" X 72" WIRE STORAGE SHELVING</p> <p>3 12" X 36" WIRE WALL SHELVES</p> <p>2 12" X 48" WIRE WALL SHELVES</p> <p>12" X 60" WIRE WALL SHELVES</p> <p>5 12 WBIC WALL MOUNTS FOR 12" SHELVES</p> <p>2 DUNNAGE RACK</p> | <p>1 TACO BELL SECURITY TIME DELAY SAFE. SINGLE DOOR W/ ROLLED DOWN STORAGE, CASH DRAWER STORAGE AND TIME DELAYED, KEY OPERATED, UPPER SECURITY COMPARTMENT.</p> <p>TACO BELL SECURITY SAFE WITHOUT TIME DELAY. SINGLE DOOR W/ ROLLED DOWN STORAGE, CASH DRAWER STORAGE AND KEY OPERATED, UPPER SECURITY COMPARTMENT.</p> <p>3 TACO BELL CASH DROP SAFE - EACH (PERMA VAULT)</p> <p>SCOTT'S ICE MACHINE</p> <p>MH 750 48-14 AIR COOLED SELF CONTAINED NUGGET ICE MAKER (115W)</p> <p>18" SLIMLINE 450# ICE STORAGE BIN - S/S FINISH</p> <p>** 30" WIDE ICE MACHINE</p> <p>1 30" WIDE PRECHARGED REMOTE AIR COOLED ICE MAKER. INCLUDES REMOTE PRECHARGED CONDENSER AND PRECHARGED LINE SET.</p> <p>1 30" SLIMLINE 800# ICE STORAGE BIN - S/S FINISH</p> |
|--|--|


INITIAL

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION,

and BAYTAC, INC.

Dated _____

2 POS TERMINAL MODEL 120 WITH BATTERY
2 POS TERMINAL MODEL 120 WITHOUT BATTERY
3 CASH DRAWER WITH BRACKET
2 INTELLIGENT VIDEO DISPLAY WITH BATTERY
3 NON-INTELLIGENT VIDEO DISPLAY W/O BATTERY
2 RECEIPT REPORT PRINTER
1 WATER SUPPLY KIT AND DRAPE INSERT
1 TIME AND ATTENDANCE RECORDER
2 TIME CARD RACK
1 SET OF 100 TIME CARDS
1 INSTALLATION (ESTIMATED)

OPTIONAL ITEMS:

MODEM FOR DATA TRANSMISSION
SYSTEM 29 REGISTER FOR DRIVE-THRU
(HIGH PROFILE)
SYSTEM 29 REGISTER FOR FRONT COUNTER
(LOW PROFILE)
CASH DRAWER
MOUNTING BRACKET
DRAWER INSERT
SYSTEM X0
14" PRODUCTION VIDEO
9" DRINK VIDEO
X0 TV SWITCH
SYSTEM Q NEXT DONE BOX
15' CABLE
60' CABLE
SUPPLY KIT
HANGER FOR 14" PRODUCTION VIDEO
75' REMOTE CRT CABLE
X0 DATA COM CABLE
INSTALLATION INCLUDED IN TRAVEL PRICE

ALCO / CONCESSION SERVICE #PK-10 SOFT
DRINK SYSTEM WITH MASTER STATION WITH
7 HEADS (6 DRINK & 1 WATER) AND SLAVE STATION
WITH 7 HEADS (6 DRINK & 1 WATER). COMPLETE
WITH REMOTE CONDENSER PACKAGE, ALL
REGULATORS, SYRUP LINES AND S/S CHARGE.
UNIT TO HAVE AUTOFILL VALVES.

MULTIPLY MODEL #0240 SOFT DRINK SYSTEM
WITH MASTER STATION WITH 6 HEADS (5 DRINK & 1
WATER) AND SLAVE STATION WITH 6 HEADS (5 DRINK
& 1 WATER). COMPLETE WITH REMOTE CONDENSER
PACKAGE, ALL REGULATORS, SYRUP LINES AND S/S
CHARGE.

ALCO/CONCESSION SERVICE #PK-10 SOFT DRINK
SYSTEM WITH MASTER STATION WITH 11 HEADS (10
DRINK & 1 WATER), NO SLAVE STATION. COMPLETE
WITH REMOTE CONDENSER PACKAGE, ALL REGULATORS,
SYRUP LINES, S/S CHARGE & AUTOFILL VALVES.

MULTIPLY MODEL 09 SOFT DRINK
SYSTEM WITH MASTER STATION WITH 11 HEADS (10
DRINK & 1 WATER), NO SLAVE STATION. COMPLETE
WITH REMOTE CONDENSER PACKAGE, ALL REGULATORS,
SYRUP LINES, S/S CHARGE & AUTOFILL VALVES.

SYRUP TANK RACK

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

PAGE 3 OF 13


INITIAL

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION.

and BAYTAC, INC.

Dated _____

3'-8" WIDE X 18'0" LONG DUAL SIDED FOOD
PREPARATION LINE (120-2021/304200A)
SUPPLIED BY:
1 SOUTHERN EQUIPMENT COMPANY, ST. LOUIS, MO.
WEBBAC, INC., CITY OF COMMERCE, CA.
H. B. K. DALLAS, TEX.

1 **** 53 SQ. FT. LOGO SIGN WITH FLAT FACES
TO HAVE "DRIVE THRU"

**** ESTIMATED COST
59 SQ. FT. LOGO SIGN WITH "DRIVE THRU"
COLUMN FOR 49 SQ. FT. SIGN - 25' O.A.H.

50 SQ. FT. LOGO SIGN WITH "DRIVE THRU"
COLUMN FOR 50 SQ. FT. SIGN - 25' O.A.H.

32 SQ. FT. LOGO SIGN WITH "DRIVE THRU"
COLUMN FOR 32 SQ. FT. SIGN - 20' O.A.H.

ALL LINES INCLUDE THE FOLLOWING ITEMS:

- 2 TACO SALES
- 4 SOUR CREAM GUY HOLDER
- 1 8 HOLE INSET PAN ADAPTER PANEL
- 1 MINI WARMING SHELF
- 1 LOT PACKAGING DISPENSERS
- 1 SPARE PARTS KIT FOR 3'-8" ELECTRIC LINE-
(INCLUDES 1-ELEMENT, 1-CONTACTOR,
1-THERMOSTAT & 1 SOLENOID REPAIR KIT

3 MINI BELL SINGLE FACE WALL SIGN

3 15" ILLUMINATED TACO BELL LETTERS

1 EXTERIOR MENUBOARD (NO PANEL KIT)

- 1 **** 9'-6" 3 COMPARTMENT SINK-2 END SPLASHES
- 9'-6" 3 COMPARTMENT SINK-WISCONSIN TYPE
- *L* SHAPED 14 COMP. SINK-WISCONSIN TYPE
- 1 6'-0" SINGLE COMPARTMENT SINK
- 6'-0" 2 COMPARTMENT SINK-INDIANA TYPE

- WORKTABLES-----
- WORKTABLE WITH CASTERS (30" X 54")
 - WORKTABLE WITH CASTERS (30" X 48")
 - 2 WORKTABLE WITH CASTERS (30" X 36")
 - 2 CAN CART WITH CASTERS (30" X 36")
 - 1 WORKTABLE WITH CASTERS (18" X 36")

-----MISCELLANEOUS EQUIPMENT-----
DRIVE-THRU BAG HOLDER - S/S

10 CORNER GUARDS - S/S - 2' X 2' X 48"


INITIAL

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION,

and BAYTAC, INC.

Dated _____

ENTER (---- / ENTER ----)
EXIT (---- / EXIT ----)
2 DRIVE THRU (---- / DRIVE THRU ----)
LEFT ONLY (---- / LEFT ONLY ----)
RIGHT ONLY (---- / RIGHT ONLY ----)
ENTER ONLY / ENTER ONLY
EXIT ONLY / EXIT ONLY
-1 THANK YOU / EXIT ONLY

**** SPECIFY WITH OR WITHOUT LOGOS

#1001 "TACO BELL" WITH LOGO ABOVE (STACKED-
SPECIFY WINDOW OR WALL MOUNTED)
#1002-14 "TACO BELL" 14" LETTERS ONLY
STACKED OR HORIZONTAL-SPECIFY WINDOW OR
WALL MOUNTED)
#1003 "DRIVE THRU OPEN" (WINDOW MOUNTED
ONLY)
#1004 "NACHOS, TACOS, BURRITOS" 12" LETTERS
(WALL MOUNT ONLY-SPECIFY DECOR NUMBER)
#1004 "NACHOS, TACOS, BURRITOS" 10" LETTERS
(WALL MOUNT ONLY-SPECIFY DECOR NUMBER)
#1007 "DINING OPEN" (SPECIFY WINDOW OR WALL
MOUNTED)

-----3-M SYSTEM-----
1 **** D-30 DUAL CHANNEL MASTER CONSISTING OF:
HANDSET & CRADLE SWITCH, MENU BOARD SPEAKER,
B* CHANNEL ODC CABLE, LOOP DETECTOR WITH CABLE,
(DOES NOT INCLUDE SENSOR LOOP-SEE PAGE ONE),
FOOT SWITCH AND ALL HARDWARE, CABLES & CONNECTORS.
OPTIONAL EQUIPMENT:
REMOTE MENU BOARD & 50' OF HEAVY DUTY CABLE
HANDSET WITH BOOM MIC
R-20 REMOTE ORDER STATION
**** WITH CONTINUOUS PRESENCE ALERT

SINGLE BOOTH DRIVE THRU SYSTEM CONSISTING OF:
BASE STATION, FOOTSWITCH, HANDSET, OUTSIDE SPEAKER
AND ALL REQUIRED HARDWARE AND CABLING.
OPTIONAL EQUIPMENT:
REMOTE SPEAKER BOARD WITH CABLE
SECONDARY ORDER STATION WITH CABLE
HANDSET WITH BOOM MIC

-----WESTPARK COMMUNICATIONS SYSTEM-----
MODEL 112 DRIVE THRU SYSTEM CONSISTING OF:
CONTROL CENTER, OUTSIDE SPEAKER/MIC ASSEMBLY,
VEHICLE DETECTOR WITH CABLE (LOOP NOT INCLUDED)
FOOT SWITCH, ORDER STATION WITH HANDSET AND
CABLE.
OPTIONAL EQUIPMENT:
REMOTE SPEAKER BOARD WITH CABLE
SECONDARY ORDER STATION WITH CABLE
HANDSET WITH BOOM MIC

-----ELENEX, INC. (RAYTRONICS)-----
RD 3000 SYSTEM CONSISTING OF:
AMPLIFIER, POWER SUPPLY, TOUCH ORDER STATION,
AUTO DETECTION SYSTEM, OUTSIDE SPEAKER & MIC,
FOOT SWITCH AND ALL HARDWARE.
OPTIONAL EQUIPMENT:
REMOTE SPEAKER BOARD AND CABLE
HANDSET WITH BOOM MIC
SECONDARY ORDER STATION WITH CABLE

(Handwritten initials)
INITIAL

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION,

and BAYTAC, INC.

Dated _____

SAI-JOB#	-DECOR #4		
42" SINGLE BOOTH		STANDARD	DECOR FLORAL WALL BASKET
42" DOUBLE BOOTH		STANDARD	DECOR SERAPE
138" DOUBLE BOOTH		STANDARD	DECOR SET OF 14 BANNERS
24" X 18" TABLE TOP		STANDARD	DECOR SOFT SCULPTURE TB01 42" X 30"
24" X 42" TABLE TOP		STANDARD	DECOR SOFT SCULPTURE TB02 24" X 30"
30" X 18" TABLE TOP		STANDARD	DECOR SOFT SCULPTURE TB03 24" X 30"
30" HIGH TABLE BASE		DECOR #1	FLORAL WALL BASKET
24" PEDESTAL BASE		DECOR #1	SERAPE
LEFT SINGLE PEDESTAL SEAT FRAME		DECOR #1	SET OF 14 BANNERS
RIGHT SINGLE PEDESTAL SEAT FRAME		DECOR #1	SOFT SCULPTURE TB01 42" X 30"
SINGLE TANDEM PEDESTAL SEAT FRAME		DECOR #1	SOFT SCULPTURE TB02 24" X 30"
DOUBLE PEDESTAL SEAT FRAME		DECOR #1	SOFT SCULPTURE TB03 24" X 30"
DOUBLE TANDEM PEDESTAL SEAT FRAME		DECOR #3	FLORAL WALL BASKET
SPECIAL HANDICAP TABLE FRAME		DECOR #3	SERAPE
CUSTOM WALL - 5'X97'X60"		DECOR #3	SET OF 14 BANNERS
CUSTOM WALL - 5'X128'X48"		DECOR #3	SOFT SCULPTURE TB01 42" X 30"
CUSTOM WALL - 5'X85'X45"		DECOR #3	SOFT SCULPTURE TB02 24" X 30"
CONDIMENT STAND WITH PLANTER		DECOR #3	SOFT SCULPTURE TB03 24" X 30"
CUSTOM FRONT SERVICE COUNTER	2	DECOR #4	FLORAL WALL BASKET
CUSTOM EATING COUNTER 15'X92"	2	DECOR #4	SERAPE
LOT - RED OAK WINDOW SILL TRIM		DECOR #4	SET OF 14 BANNERS
TRASH ENCLOSURE/PLANTER 22'X44"		DECOR #4	SOFT SCULPTURE TB01 42" X 30"
DOUBLE TRASH ENCLOSURE/PLANTER 22'X51"		DECOR #4	SOFT SCULPTURE TB02 24" X 30"
SPECIAL PLANTER - 10'X52'X48"		DECOR #4	SOFT SCULPTURE TB03 24" X 30"
ESTIMATED COST FROM SAI:		DECOR #5	FLORAL WALL BASKET
		DECOR #5	SERAPE
2 STACKING HIGH CHAIR-OAK		DECOR #5	SET OF 14 BANNERS
WOOD COUNTER SEAT (ROUND)		DECOR #5	SOFT SCULPTURE TB01 42" X 30"
22 WINDSOR STYLE CHAIR		DECOR #5	SOFT SCULPTURE TB02 24" X 30"
2 P.O.P. DISPLAY - OAK		DECOR #5	SOFT SCULPTURE TB03 24" X 30"
SET OF MINI-BLINDS (ESTIMATED)		DECOR #6	FLORAL WALL BASKET
SET OF MOTORIZED SHADES		DECOR #6	SERAPE
YARDS MAHAREM TACO #2 WALL COVERING		DECOR #6	SET OF 14 BANNERS
2 SILK PLANTS 2 FRONT TRASH RECEPTACLE		DECOR #6	SOFT SCULPTURE TB01 42" X 30"
4 SILK PLANTS 2 CENTER DIVIDER WALL		DECOR #6	SOFT SCULPTURE TB02 24" X 30"
1 SILK PLANTS 2 SIDE TRASH RECEPTACLE		DECOR #6	SOFT SCULPTURE TB03 24" X 30"
1 SILK PLANTS BESIDE CONDIMENT STAND			
1 SILK PLANTS ABOVE CONDIMENT STAND			

(Handwritten Signature)
INITIAL

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION.

and BAYTAC, INC.

*****TACO BELL LOGO TILE*****

2	TACO BELL LOGO TILE-WALL MOUNTED	2	8" WIRE WHIP
1	TACO BELL LOGO TILE-FLOOR MOUNTED	1	SALT SHAKER WITH SCREEN
	INTERIOR MENU BOARD - NATURAL OAK	1	18" WIRE WHIP
	*****WHITE MENU BOARD COMPONENTS*****	2	6" TONGS
2	THREE PANEL SECTION-WHITE	1	NACHO FRY BASKET
1	ONE PANEL SECTION-WHITE	1	SALTING PADD
1	FINISHING KIT-WHITE	1	4 QUART CONTAINER
	ACCENT STRIPE KIT-FREE OVERHANG (STANDARD)	1	LID FOR 4 QUART CONTAINER
1	ACCENT STRIPE KIT DECOR #4		DUAL SAUCE WARMER
	ACCENT STRIPE KIT DECOR #6	3	SAUCE PUMP FOR DUAL SAUCE WARMER
	*****MENU PANEL COMPONENTS*****	3	REPLACEMENT YELLOW KNOB FOR CHEESE PUMP
6	LISTING PANEL 50/50 MENU BOARD	1	CHEESE PUMP REPLACEMENT PARTS KIT
3	LISTING PANEL - DRIVE THRU MENU BOARD	20	SHELVES FOR HEATED CABINET
2	P.O.P. PANEL 50/50 & DRIVE THRU MENU BOARD	3	HEATED CABINET
1	INTERIOR FONT KIT 50/50 MENU BOARD	3	7" BITHERM THERMOMETER
1	DRIVE-THRU FONT KIT	1	TRASH MASHER
1	SOFT TACO SLAT D/T BOARD	1	BACK DOOR SECURITY METAL SIGN
1	SET OF SIX PHOTOS 50/50 MENU BOARD	3	TACO BELL RANGE PAN
1	#1 TACOS DURATRANS D/T BOARD	4	TOSTADA PAN
1	#2 BURRITO/TOSTADA DURATRANS D/T BOARD	42	1/2 SIZE DISPLAY PAN
1	#3 SPECIALTIES DURATRANS D/T BOARD	4	SAIN MARIE - NEW STYLE - ROUND
	*****FAJITAS EQUIPMENT*****	3	SOUR CREAM DISPENSER BOTTLES 9/BOX
1	GROOVED GRIDDLE	2	BOTTLE STORAGE TRAY (HOLDS 10 BOTTLES)
1	REFRIGERATED GRILL STAND	4	SOUR CREAM DISPENSER
1	FLEX HOSE W/QUICK DISCONNECTS	1	DIFFUSERS FOR SOUR CREAM BOTTLE 10/BAG
1	ONION SPATULA	1	DIFFUSER RETAINER RING 10/BAG
1	STEAK SPATULA	1	CHEESE PUMP BRUSH
1	GRIDDLE SCRAPER	2	TACO SALAD FRY BASKET
1	SPATULA HOLDER	1	TACO SALAD TONG - 12"
1	GRIDDLE BRUSH-SMALL	2	REPLACEMENT BLADES FOR TOMATO TANNER
1	GRIDDLE BRUSH		HOBART HANDLE EXTENSION
1	GRIDDLE CLOTH	1	TOMATO TANNER
1	KLEEN SCREEN	1	CHEESE BLOCKER
1	KLEEN SCREEN PAD	2	1/2" PUSHER BLOCK (FITS ONION DICER)
1	KLEEN SCREEN SCREEN	2	1/2" CUTTING HEAD (FITS ONION DICER)
1	ONE OUNCE SCOOP		
1	DIGITAL TIMER		

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION.

and BAYTAC, INC.

Dated _____

1	GRIP GUARD - WIZARD GLOVE (MEDIUM-LEFT)	1	DIGITAL GRILL THERMOMETER KIT
1	GRIP GUARD - WIZARD GLOVE (MEDIUM-RIGHT)	1	PAN SHELF
1	COOL CURTAIN - FOR WALKIN REFRIGERATOR	2	H ADAPTOR BAR
3	GARDEN HOSE - 50'	2	SPACER BAR
3	METAL FOLDING CHAIRS	4	TONGS
1	TIME CARD RACK	1	CHIGN PLATE
1	BULLETIN BOARD 10' X 24'	2	FALSE BOTTOM PAN
1	OFFICE SUPPLY KIT	2	SAFETY CLIPS
1	TIME CARD BOX	12	LID FOR 1/2 SIZE PAN
1	PLUMBERS FRIEND - PLUMBER	12	1/2 SIZE PAN 4" DEEP
1	TOOL BOX	24	6-1/2" ROUND INSET PAN
1	WOODEN LADDER - 6'	24	LID FOR ROUND INSET PAN
1	2 DRAWER LOCKING STEEL FILE CABINET	1	FULL SIZE PAN 4" DEEP
1	1 OZ. PORTION PUMP FOR GALLON BOTTLES	4	1/2 SIZE PAN 4" DEEP
1	FLOURESCENT LIGHTS FOR MENU BOARD-24" (6 PK)	30	1/6 SIZE PAN 6" DEEP
1	FLOURESCENT LIGHTS FOR MENU BOARD-36" (6 PK)	42	LID FOR 1/6 SIZE PAN
1	BOX CUTTER BLADES (100 PER BOX)	1	AIRPOT FOR COFFEE
2	BOX CUTTER (SAFETY KNIFE)	4	SILVERWARE BIN - STAINLESS STEEL
3	COFFEE POTS - GLASS DECATER	1	PORTION SCALE - 32 OZ. CAPACITY
1	FRYER FILTER CONES	1	32 OZ. PLASTIC MEASURING PITCHER
2	LISTO LEADS - WHITE		TRAYS - BROWN PLASTIC (DOZEN)
1	LISTO PENCILS - 12 PER BOX	8	TRAYS - OXBLOOD PLASTIC (DOZEN)
4	STONE OUTSIDE TRASH RECEPTACLES	1	4 QUART LIQUID MEASURE
2	BOOSTER SEAT	6	1 OZ. LADLE
2	#5 EC CUP DISPENSER - EXTRA LARGE CUPS	6	#12 SCOOPS
4	#2 EC CUP DISPENSER - SMALL AND COFFEE CUPS	3	#24 SCOOPS
-4	#3 EC CUP DISPENSER - MEDIUM AND LARGE CUPS	6	PIE KNIFE
1	COFFEE BREWER - SUNN V.P.R.	6	STEAM TABLE THERMOMETER
1	ICED TEA DISPENSERS - 3 GALLON S/S	36	TOTE BOX (BUSTRAY)
	1/6 SIZE PAN 2" DEEP	30	LIDS FOR TOTE BOX
2	1/6 SIZE PAN 4" DEEP	6	PLASTIC CONTAINER - 2 QUART (DOZEN)
2	ICE SCOOP - STAINLESS STEEL - SMALL	6	LIDS FOR PLASTIC CONTAINER
30	1/3 SIZE PAN 6" DEEP	3	REFRIGERATOR THERMOMETER
18	LID FOR 1/3 SIZE PAN	1	CHIGN DICER KIT
2	1/3 SIZE PAN 4" DEEP	-1	HOBART POWER UNIT #4912
8	HINGED LID FOR 1/3 SIZE PAN	1	SPEED DRIVE ATTACHMENT
6	HINGED LID FOR 1/6 SIZE PAN	2	CHEESE SHREDDER PLATE - 3/32

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION,
and _____
BAYTAC, INC.

Dated _____

- | | | | |
|---|---|---|--|
| 1 | PH PLATE HOLDER - HUB AND SHAFT | 1 | 36" FLEX HOSE FOR FRYER WITH QUICK DISCONNECTS |
| 1 | VEGETABLE SLICER ATTACHMENT | 1 | OIL RECOVERY PAN FOR FRYER |
| 1 | KNIFE SHARPENER | 1 | TACO RANGE - 4 BURNERS |
| 1 | SHARPENING STONE | 1 | 48" FLEX HOSE FOR RANGE WITH QUICK DISCONNECT |
| 1 | SCALE - 50# CAPACITY (HAWSON) | 3 | 20 GALLON CONTAINER - WHITE PLASTIC |
| 2 | TOMATO SHARK | 3 | LID FOR 20 GALLON CONTAINER |
| 3 | CUTTING BOARD | 1 | ROUND BOTTOM SCOOP - ALUMINUM |
| 2 | MARSH DISPENSER FOR CONDIMENT STAND | | |
| | HOBART POWER UNIT WITH HIGH SPEED GEARS | | *****OPTIONAL FRYERS AND RANGE***** |
| 1 | KNIFE RACK | | HIGH EFFICIENCY THREE BURNER RANGE |
| 8 | RUBBER SPATULA | | DEAN FRYER WITH POWER FILTER/TABLE ON RIGHT |
| 2 | PARING KNIFE | | DEAN FRYER WITH POWER FILTER/TABLE ON LEFT |
| 2 | KNIFE - 8" COOKS | | DEAN FRY BASKET (4 NEEDED) |
| 2 | PRESSURE COOKER | 2 | PLASTIC PAIL 22 QUART |
| 2 | TOP HANDLE | 1 | BULLETIN BOARD - 36" X 48" |
| 2 | SIDE HANDLE | 1 | PUSH BROOM - 18" FOR INSIDE - WITH HANDLE |
| 2 | 10 P.S.I. VALVE | 1 | BRUSH KIT (FOR AIRPOT AND KNIFE DICER) |
| 1 | STEAM GAUGE | 2 | KITCHEN BROOM |
| 1 | CONTROL VALVE | | DUST PAN - 18" PLASTIC - BRONZE |
| 4 | WING NUT | 1 | TOY BROOM |
| 4 | CLAMP BOLT | 2 | LOBBY DUST PAN |
| 4 | PIN FOR CLAMP BOLT | 2 | MOP HANDLE - SCREW TYPE |
| 2 | JEFFY MIXER | 6 | MOP HEAD - 24 OZ. COTTON |
| 1 | DRILL MOTOR | 2 | MOP PAIL - 24 QUART WITH CASTERS |
| 2 | 32 OZ. UTILITY SCOOP - PLASTIC | 2 | MOP PRESS |
| 2 | ROAST PAN | 1 | PUSH BROOM - 24" FOR PARKING LOT WITH HANDLE |
| 1 | METAL SPATULA | 4 | TRIGGER SPRAYER WITH 16 OZ. BOTTLE |
| 2 | MEAT PRESS | 1 | FLOOR SQUEEGEE - NO HANDLE |
| 2 | METAL MEAT MASHER S/S | 1 | DECK BRUSH - NO HANDLE |
| 1 | WIRE STRAINER - FINE MESH STAINLESS STEEL | 2 | HANDLE FOR DECK BRUSH AND SQUEEGEE - 54" |
| 1 | CAN OPENER - EDLUND #2 | 1 | GONG BRUSH - PLASTIC |
| 1 | STOCK POT | 3 | LID FOR PLASTIC PAIL - USED FOR 12 QT & 22 QT |
| 4 | TACO BASKET | | STEP-ON CAN - METAL |
| 2 | TOSTADA BASKET | 1 | WASTE BASKET - BEIGE PLASTIC |
| 2 | FRYER THERMOMETER | 1 | WINDOW SQUEEGEE - 18" |
| 1 | SPLASH GUARD | 1 | BLADE FOR WINDOW SQUEEGEE - 18" |
| 1 | FRYER - FRYMASTER MJ45E3D | 1 | HANDLE FOR WINDOW SQUEEGEE - 12" |

(Handwritten initials)
INITIAL

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION,

and BAYTAC, INC.

Dated _____

1	FRYER GLOVES - SMALL		
1	FRYER GLOVES - MEDIUM	1	FRY CHART
-1	FRYER GLOVES - LARGE	1	MENU PORTION CHART
1	MUSIC SYSTEM - 3M	1	WORK RULES POSTER
	TAPE FOR MUSIC SYSTEM	1	DEPLOYMENT CHART
1	DESK CALCULATOR	2	R.O.I.S. KIT
1	FIRST AID KIT	1	ROBBERY PREVENTION KIT
3	PLASTIC COFFEE MUGS - DOZEN	1	PROCTER & GAMBLE CLEANING INSTALLATION KIT
2	WALL CLOCK - BATTERY OPERATED	3	HOURS OF OPERATION DOOR CLING
1	SKIMMER FOR FRYER - FINE MESH S/S	1	TACO BELL MIRROR
1	BSN TRANSPORT CART	1	ACCIDENT PREVENTION KIT
2	PIANO WHIP - FOR SAUCES	2	DUAL CAVITY CHEESE MELTER
	18" X 30" DOUBLE DOOR STORAGE CABINET	3	FRY BASKET
2	CINNAMON CRISPAS FRY BASKET	3	1 1/2 OZ. LADLE
2	FLOOR MAT - 3' X 5' VINYL LOOP	3	PIZZA CUTTER
1	16' ALUMINUM EXTENSION LADDER	10	2 1/2 QUART INSERT WITH LID
1	RESTROOM SIGN - MEN	1	12 QUART CONTAINER
1	RESTROOM SIGN - WOMEN	3	UNIVERSAL CARTRIDGE
1	COLANDER - 14 QUART S/S		4" LEGS FOR PIZZA MELTER (SET OF 4)
1	WATER BROOM	1	DRESSING TEMPLATE
1	"EMPLOYEE" SIGN	1	PORTION BAG HOLDER
4	TACO BELL/GARAGE FRYING BASKET	1	1/2 SIZE PAN 4" DEEP
	EMPLOYEE LOCKERS WITH COAT LOCKER	1	SMALL PLASTIC CONTAINER WITH LID
	TRANTI P.O.S. GUIDEBOOK - MANAGER	2	LARGE PLASTIC CONTAINER WITH LID
	TRANTI P.O.S. GUIDEBOOK - CREW	3	FOOD STORAGE BOX
1	SONY EVM 8010 VIDEO UNIT W/HEADPHONES	3	LID FOR FOOD STORAGE BOX
	BATTERIES 2/PACK	1	UPRIGHT FREEZER
	HEADPHONES		
	A/C POWER CORD		
1	SECURITY CABLE AND LOCK		
1	DUST COVER		
1	"O,S,C,H & SAFETY" VIDEOTAPE		
1	"ORIENTATION TO ACT STATIONS" VIDEOTAPE		
1	"HOSPITALITY IN ACTION" VIDEOTAPE		
1	"CATALOG AWARD PROGRAM" VIDEOTAPE		
1	"FAJITAS PREPERATION" VIDEOTAPE		

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION.

and BAYTAC, INC.

Dated _____

	FEMALE CREW PANTS - SIZE 4		
10	FEMALE CREW PANTS - SIZE 6	50	FEMALE CREW APRONS
19	FEMALE CREW PANTS - SIZE 8	30	MALE CREW APRONS
12	FEMALE CREW PANTS - SIZE 10	5	OXBLOOD VINYL APRON
12	FEMALE CREW PANTS - SIZE 12	75	VISORS
8	FEMALE CREW PANTS - SIZE 14	1	CLEAR LABEL TAPE (10/BOX)
4	FEMALE CREW PANTS - SIZE 16	3	NAME TAGS (25/BAG)
			PUNCH CARDS 10M/PK
	FEMALE CREW TOPS - SIZE 4		HOLE PUNCH
10	FEMALE CREW TOPS - SIZE 6		ROOF BANNER "OPEN SOON"
18	FEMALE CREW TOPS - SIZE 8		BANNER INSTALLATION KIT
12	FEMALE CREW TOPS - SIZE 10		POLE BANNER "NOW OPEN"
12	FEMALE CREW TOPS - SIZE 12		POLE BANNER "FOUR STAR"
8	FEMALE CREW TOPS - SIZE 14		DOOR CLING "FOUR STAR"
4	FEMALE CREW TOPS - SIZE 16		MOTORIZED COUNTER CARD
	FEMALE CREW TOPS - SIZE 18		BOUNCEBACK COUPONS 12M/PK
	FEMALE CREW TOPS - SIZE 20		RECRUITMENT MATERIALS
		1	COUNTER CARD 2/PK
17	MALE CREW TOPS - SIZE S	1	INSERT CARD 400/PK
15	MALE CREW TOPS - SIZE M	1	BUTTONS 15/PK
6	MALE CREW TOPS - SIZE L	1	DOOR POSTER 2/PK
2	MALE CREW TOPS - SIZE XL	1	MOBILE 2/PK
6	MALE CREW PANTS - SIZE 28		
	MALE CREW PANTS - SIZE 29		
12	MALE CREW PANTS - SIZE 30		
	MALE CREW PANTS - SIZE 31		
12	MALE CREW PANTS - SIZE 32		
2	MALE CREW PANTS - SIZE 34		
4	MALE CREW PANTS - SIZE 36		
2	MALE CREW PANTS - SIZE 38		
1	MALE CREW PANTS - SIZE 40		
1	MALE CREW PANTS - SIZE 42		
	MALE CREW PANTS - SIZE 44		
	MALE CREW PANTS - SIZE 46		

XHS
INITIAL

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION,
and BAYTAC, INC.

Dated _____

2	BUSINESS SUMMARY WITHOUT TAX (50/PK)	FEMALE MANAGEMENT	PANTS BURGANDY	- SIZE 4
10	CUSTOMER ORDER PAD (100/PAD)	FEMALE MANAGEMENT	PANTS BURGANDY	- SIZE 6
4	CASH CONTROL (100/PAD)	FEMALE MANAGEMENT	PANTS BURGANDY	- SIZE 8
3	BARCHART SCHEDULE (100/PAD)	FEMALE MANAGEMENT	PANTS BURGANDY	- SIZE 10
2	OVER RING SLIP (100/PAD)	FEMALE MANAGEMENT	PANTS BURGANDY	- SIZE 12
1	WARNING NOTICE (25/PK)	FEMALE MANAGEMENT	PANTS BURGANDY	- SIZE 14
1	SALES MIX REPORT (25/PAD)	FEMALE MANAGEMENT	PANTS BURGANDY	- SIZE 16
1	PURCHASE REDAP (50/PK)	FEMALE MANAGEMENT	PANTS BURGANDY	- SIZE 18
1	CLOSED SIGN	FEMALE MANAGEMENT	PANTS BURGANDY	- SIZE 20
1	NO SMOKING SIGN	FEMALE MANAGEMENT	PANTS BURGANDY	- SIZE 22
1	PAID OUT VOUCHER ENVELOPE (50/PK)	FEMALE MANAGEMENT	PANTS BURGANDY	- SIZE 24
1	COMMUNICATION BINDER			
1	DINING ROOM ORDER BOARD CARD	FEMALE MANAGEMENT	PANTS - TAUPE	- SIZE 4
1	LMS WORKBOOK	FEMALE MANAGEMENT	PANTS - TAUPE	- SIZE 6
1	POS CASH PERFORMANCE LOG	FEMALE MANAGEMENT	PANTS - TAUPE	- SIZE 8
1	CREW MEMBER APPLICATION 25/PK.	FEMALE MANAGEMENT	PANTS - TAUPE	- SIZE 10
1	CREW MEMBER INTERVIEW GUIDE 25/PK.	FEMALE MANAGEMENT	PANTS - TAUPE	- SIZE 12
1	CREW PERFORMANCE APPRAISAL 25/PK.	FEMALE MANAGEMENT	PANTS - TAUPE	- SIZE 14
	FEMALE BLOUSE SIZE 4	FEMALE MANAGEMENT	PANTS - TAUPE	- SIZE 16
	FEMALE BLOUSE SIZE 6	FEMALE MANAGEMENT	PANTS - TAUPE	- SIZE 18
	FEMALE BLOUSE SIZE 8	FEMALE MANAGEMENT	PANTS - TAUPE	- SIZE 20
	FEMALE BLOUSE SIZE 10	FEMALE MANAGEMENT	PANTS - TAUPE	- SIZE 22
	FEMALE BLOUSE SIZE 12	FEMALE MANAGEMENT	PANTS - TAUPE	- SIZE 24
	FEMALE BLOUSE SIZE 14			
	FEMALE BLOUSE SIZE 16	FEMALE MANAGEMENT	VESTS - BURGANDY-	SIZE 4
	FEMALE BLOUSE SIZE 18	FEMALE MANAGEMENT	VESTS - BURGANDY-	SIZE 6
	FEMALE BLOUSE SIZE 20	FEMALE MANAGEMENT	VESTS - BURGANDY-	SIZE 8
	FEMALE BLOUSE SIZE 22	FEMALE MANAGEMENT	VESTS - BURGANDY-	SIZE 10
		FEMALE MANAGEMENT	VESTS - BURGANDY-	SIZE 12
		FEMALE MANAGEMENT	VESTS - BURGANDY-	SIZE 14
		FEMALE MANAGEMENT	VESTS - BURGANDY-	SIZE 16
		FEMALE MANAGEMENT	VESTS - BURGANDY-	SIZE 18
		FEMALE MANAGEMENT	VESTS - BURGANDY-	SIZE 20
		FEMALE MANAGEMENT	VESTS - BURGANDY-	SIZE 22

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INITIAL

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION,
BAYTAC, INC.

and _____

Dated _____

MALE MANAGER PANTS - BURGANDY - SIZE 28
 MALE MANAGER PANTS - BURGANDY - SIZE 29
 MALE MANAGER PANTS - BURGANDY - SIZE 30
 MALE MANAGER PANTS - BURGANDY - SIZE 31
 MALE MANAGER PANTS - BURGANDY - SIZE 32
 MALE MANAGER PANTS - BURGANDY - SIZE 34
 MALE MANAGER PANTS - BURGANDY - SIZE 36
 MALE MANAGER PANTS - BURGANDY - SIZE 38
 MALE MANAGER PANTS - BURGANDY - SIZE 40
 MALE MANAGER PANTS - BURGANDY - SIZE 42

MALE MANAGEMENT SHIRT - NECK SIZE 14
 MALE MANAGEMENT SHIRT - NECK SIZE 14 1/2
 MALE MANAGEMENT SHIRT - NECK SIZE 15
 MALE MANAGEMENT SHIRT - NECK SIZE 15 1/2
 MALE MANAGEMENT SHIRT - NECK SIZE 16
 MALE MANAGEMENT SHIRT - NECK SIZE 16 1/2
 MALE MANAGEMENT SHIRT - NECK SIZE 17
 MALE MANAGEMENT SHIRT - NECK SIZE 17 1/2
 MALE MANAGEMENT SHIRT - NECK SIZE 18
 MALE MANAGEMENT SHIRT - NECK SIZE 18 1/2

MALE MANAGER PANTS - TAUPE - SIZE 28
 MALE MANAGER PANTS - TAUPE - SIZE 29
 MALE MANAGER PANTS - TAUPE - SIZE 30
 MALE MANAGER PANTS - TAUPE - SIZE 31
 MALE MANAGER PANTS - TAUPE - SIZE 32
 MALE MANAGER PANTS - TAUPE - SIZE 34
 MALE MANAGER PANTS - TAUPE - SIZE 36
 MALE MANAGER PANTS - TAUPE - SIZE 38
 MALE MANAGER PANTS - TAUPE - SIZE 40
 MALE MANAGER PANTS - TAUPE - SIZE 42

FEMALE MANAGEMENT SCARF

MALE MANAGEMENT TIE

MALE MANAGER VEST - BURGANDY - SIZE 34
 MALE MANAGER VEST - BURGANDY - SIZE 36
 MALE MANAGER VEST - BURGANDY - SIZE 38
 MALE MANAGER VEST - BURGANDY - SIZE 40
 MALE MANAGER VEST - BURGANDY - SIZE 42
 MALE MANAGER VEST - BURGANDY - SIZE 44
 MALE MANAGER VEST - BURGANDY - SIZE 46
 MALE MANAGER VEST - BURGANDY - SIZE 48
 MALE MANAGER VEST - BURGANDY - SIZE 50


INITIAL

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ /

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 - 730691

1. DEBTOR

Name JOSEPH A. LEAPLEY
Address 329 HIGHVIEW ROAD TRACY'S LANDING, MD 20779

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE
UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA T1400H LAWN TRACTOR, SER.#32282 W/ NEW KUBOTA RC40 MOWER, SER.#20379.

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

RECORD FEE 11.00
POSTAGE CK .50

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT" CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 04/17/90

H. ERLE SCHAFER

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) MD CO. CIRCUIT COURT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph A. Leapley
(Signature of Debtor)

JOSEPH A. LEAPLEY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chris Hanburger
(Signature of Secured Party)

CHRIS HANBURGER, GENERAL MANAGER
Type or Print Above Signature on Above Line

BOOK 554 PAGE 487 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

280598

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 04/06/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ronald P. Welker
Address 1915 Fairfax Road, Annapolis, MD 21401 (Anne Arundel Co.)

2. SECURED PARTY

Name Vernon E. Stup Co.
Address P.O. Box 3598, Frederick, MD 21701

Person And Address To Whom Statement Is To Be Returned 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 Interstate 18BST Trailer
S/N - 1JKBSM279LA601735

Name and address of Assignee

J. I. Case Credit Corp.
P. O. Box 292
Racine, WI 53401

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

#436380 0777 103 109:44

CK 04/17/90

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ronald P. Welker
(Signature of Debtor)

Ronald P. Welker
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Dwayne V. Stup
(Signature of Secured Party)

Dwayne V. Stup
Type or Print Above Signature on Above Line

11/5.0

554 488

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) Admiral Pontiac, Inc. 6901 Ritchie Highway Glen Burnie, MD. 21061	2. Secured Party(ies) and Address(es) General Motors Corporation c/o General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, MD. 21061		
This statement refers to original Financing Statement No. <u>264913</u> Date Filed <u>Dec 3</u> 19 <u>86</u> Book 505 Page 448		RECORD FEE 10.00 POSTAGE .50 #26410 0717 R03 T09:50 04/17/90	
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.			

Change of secured party address to: 849 International Drive, Linthicum Heights, MD. 21090

Admiral Pontiac, Inc.
By: *Joseph A. Levy* Joseph A. Levy
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

General Motors Corporation c/o
General Motors Acceptance Corporation
By: *J I Brimmer* J I Brimmer
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-3 7-89

153

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) Admiral Pontiac, Inc. 6901 Ritchie Highway Glen Burnie, MD. 21061	2. Secured Party(ies) and Address(es) General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, MD. 21061	RECORD FEE 10.00 POSTAGE .50 #638420 CTTT R03 T09:51 04/17/90 CK For Filing Officer (Date, Time, Number and Initials) H. CO. CIRCUIT COURT	
This statement refers to original Financing Statement No. <u>106983</u> Date Filed <u>NOV 13</u> 19 <u>69</u> Liber 169 Page 451			
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. Change of secured party address to: 849 International Drive, Linthicum Heights, MD. 21090

Admiral Pontiac, Inc. By: <u><i>Joseph A. Levy</i></u> Joseph A. Levy <small>SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)</small>	General Motors Acceptance Corporation By: <u><i>J I Brimmer</i></u> J I Brimmer <small>SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD</small>
---	---

(1) FILING OFFICER COPY - ALPHABETICAL 10.5

GMAC UCC-3 7-89

03

BOOK 554 PAGE 490

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) Larry Andrew Waldron Sallie Ann Waldron 1313 Tenbrook Road Odenton, MD. 21113	2. Secured Party(ies) and Address(es) General Motors Acceptance Corp. 849 International Drive Linthicum Heights, MD. 21090		RECORD FEE 10.00 POSTAGE .50 #138440 C777 R03 T09:5 FSP Filing Officer (Date, Time, Number, and Filing Office) 09/17/9
This statement refers to original Financing Statement No. 276001 Date Filed 1-11-1989 Book 536 Page 402			
4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective. 5. <input checked="" 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 has been assigned to the assignee whose name and address appear in Item 9. 7. <input 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.			

Larry Andrew Waldron/Sallie Ann Waldron

General Motors Acceptance Corp.

By: _____
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)
(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-3 7-89

By: *J. Brimmer Asst Secy*
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

15.50

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

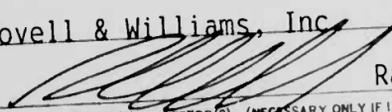
This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any) <input type="checkbox"/>	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) Dovell & Williams, Inc. 7110 Crain Highway Glen Burnie, MD. 21061	2. Secured Party(ies) and Address(es) General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, MD. 21061	RECORD FEE 10.00 POSTAGE <i>OK</i> .50 #638460 C777 R03 T09:54 For Filing Officer (Date, Time, Number, and Filing Office) 04/17/90 H. ERLE SCHAFER MD CO. CIRCUIT COURT	
This statement refers to original Financing Statement No. <u>145014</u> Date Filed <u>Jan 18</u> 19 <u>72</u> Book 238 Page 94			
4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective. 5. <input type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above. 6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 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. Change of secured party address to: 849 International Drive, Linthicum Heights, MD 21090			
Dovell & Williams, Inc. By: <u><i>[Signature]</i></u> Randall G. Williams <small>SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)</small>		General Motors Acceptance Corporation By: <u><i>[Signature]</i></u> J I Brimmer <small>SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD</small>	
(1) FILING OFFICER COPY - ALPHABETICAL GMAC UCC-3 7-89			

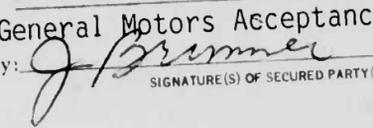


554 492

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any) <input type="checkbox"/>	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) Dovell & Williams, Inc. 7110 Crain Hwy. Glen Burnie, MD. 21061	2. Secured Party(ies) and Address(es) General Motors Corporation c/o General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, MD. 21061		RECORD FEE 10.00 POSTAGE <i>CK</i> .50 #638470 0777 R03 T09:54 For Filing Officer (Date, Time, Number, and Filing Office) 04/17/90
This statement refers to original Financing Statement No. <u>264914</u> Date Filed <u>Dec 3</u> 19 <u>86</u> Book <u>505</u> Page <u>449</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 to the property described in Item 9. 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, 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. Change of secured party address to: 849 International Drive, Linthicum Heights, MD 21090

By: Dovell & Williams, Inc.

 SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)
 (1) FILING OFFICER COPY - ALPHABETICAL
 GMAC UCC-3 7-89

By: General Motors Corporation c/o
General Motors Acceptance Corporation

 SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

10.80

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) Genderson Chevrolet, Inc. 138 Revell Highway Annapolis, MD. 21401	2. Secured Party(ies) and Address(es) General Motors Corporation c/o General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, MD 21061	RECORD FEE 10.00 POSTAGE <input checked="" type="checkbox"/> .50 #638490 0777 R03 T09:56 04/17/90 H. ERLE SCHAFER For Filing Officer (Date, Time, Number, and Filing Office) AN CO. CIRCUIT COURT	
This statement refers to original Financing Statement No. <u>264922</u> Date Filed <u>Dec 3</u> 19 <u>86</u> Book 505 Page 456			
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. Change of secured party address to: 849 International Drive, Linthicum Heights, MD. 21090			
Genderson Chevrolet, Inc. By: <u>[Signature]</u> Barry Genderson <small>SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)</small>		General Motors Corporation c/o General Motors Acceptance Corporation By: <u>[Signature]</u> J I Brimmer <small>SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD</small>	
(1) FILING OFFICER COPY - ALPHABETICAL GMAC UCC-3 7-89			

158

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented (If Any)

3. Maturity Date (if any)

1. Debtor(s) (Last Name First) and Address(es)
 Genderson Chevrolet, Inc.
 138 Revell Highway
 Annapolis, MD. 21401

2. Secured Party(ies) and Address(es)
 General Motors Acceptance Corp.
 7310 Ritchie Highway
 Glen Burnie, MD. 21061

This statement refers to original Financing Statement No. 158873
 Date Filed Sept 6 19 72 Liber 263 Page 319

4. Continuation - The original Financing Statement bearing file number shown above, is still effective.
 5. Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.
 6. Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
 7. Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.
 8. Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.
 9. Change of secured party address to: 849 International Drive, Linthicum Heights, MD. 21090

Genderson Chevrolet, Inc. General Motors Acceptance Corp.

By: [Signature] Barry Genderson By: [Signature] J I Brimmer
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 7-89

RECORD FEE 10.00
 POSTAGE .50
 #638500 677 R03 T09:57
 04/17/90
 For Filing Office (Date, Time, Number, and Filing Office)
 STE SCHAFER
 ANNE ARUNDEL COUNTY CIRCUIT COURT

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Lawson Lee Inc
Address 410 Severn Ave Suite 304 Annapolis MD 21403

2. SECURED PARTY

Name Advanta Leasing Corp
Address PO Box 1228 Voorhees, NJ 08043

RECORD FEE 11.00

#638540 0777 R03 109:59

04/17/90

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CK 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)

- 2 NEC powermate SX plus
2 goldstar mono VGA monitor
1 hp laser printer

Name and address of Assignee

Equipment lease does not create a security interest not subject to recordation tax

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

Lawson Lee Inc-Lizabeth Renner Attorney in fact
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Advanta Leasing Corp

Type or Print Above Signature on Above Line

11

554 496

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265545

RECORDED IN LIBER 507 FOLIO 70 ON Jan 7, 1987 (DATE)

1. DEBTOR

Name Jim's Air Tools & Equipment Of Baltimore, Inc.

Address 823 Fairview Avenue, Linthicum Hieghts, MD 21090

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address P.O. Box 116, Baltimore., MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
#538880 777 R03 T11:50
04/17/90

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>Mast Sections For Accesss Engineering Elevation Work Platform</p> <p>CCA FINANCIAL, INC. 1301 N. Hamilton Street Suite 300 Richmond, VA 23230</p>	

H. ERLE SCHAFER
CIRCUIT COURT

Dated

2/14/90

Donald J. Best
(Signature of Secured Party)

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. _____

RECORDED IN LIBER 507 FOLIO 70 ON Jan. 7, 1987 (DATE)

1. DEBTOR

Name Jims' Air Tools and Equipment of Baltimore, Inc.
Address 823 Fairview Avenue, Linticum Heights, MD 21090

2. SECURED PARTY

Name CCA Financial, Inc.
1301 N. Hamilton Street Suite 300
Address Richmond, VA 23230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#638710 0777 R03 T11:51
04/17/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated 2/14/90

John V. Hilliard, Jr.
(Signature of Secured Party)
John V. Hilliard, Jr.
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated March 12, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carl J. Duncan dba American Coffee Co
Address 259 Ullman Rd, Pasadena MD 21122 Anne Arundel County

2. SECURED PARTY

Name Newco Enterprises Inc
Address P.O. Box 852, St. Charles, MO 63302

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/26/91

4. This financing statement covers the following types (or items) of property: (list)

Loan 9615
5 Newco Coffee Machines
Serial Numbers: LF3416-LF3420

Name and address of Assignee
Firestone Financial Corp
P.O. Box 789
Newton Centre MA 02159

RECORD FEE 12.00
#638730 0777 R03 T11:53
04/17/90

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)

Carl J. Duncan
(Signature of Debtor)

Carl J. Duncan
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph P. Webster
(Signature of Secured Party)

Joseph P. Webster
Type or Print Above Signature on Above Line

12



COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel Co.

NAME	ADDRESS		
I. Debtor(s)	Street	City	State
<u>SportsCorp, Inc.</u>	<u>1340F Charwood Road</u>	<u>Hanover</u>	<u>MD 21076</u>

2. Secured Party: SOVRAN BANK/MARYLAND
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

RECORD FEE 11.00
 POSTAGE **CK** .50
 #T44210 C237 R02 T12:46
 04/17/90

Secured Party: SOVRAN BANK/MARYLAND

By: *Dennis L. Stough*

Type Name Dennis L. Stough

Title First Vice President

Debtor(s) or Assignor(s)

SportsCorp, Inc.

Craig J. Simmers

Craig Simmers Pres.

Type or Print Name and Title of Each Signature

H. ERLE SCHAFER
 CLERK OF CIRCUIT COURT

1100
 8

BOOK 554 PAGE 5110

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 405730

RECORDED IN LIBER 543 FOLIO 247 ON July 7, 1989 (DATE)

1. DEBTOR

Name Lend Lease Trucks Inc.
Address 7700 France Avenue South, Minneapolis, MN 55435

2. SECURED PARTY

Name PNC Bridge Capital, Inc.
Address Fifth Avenue & Wood St., 19th Floor, Pittsburgh, PA 15222

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other: Termination. Includes a stamp for RECORD FEE 10.00, POSTAGE .50, and a date stamp 04/17/90.

CHECK [X] FORM OF STATEMENT

Dated _____

Signature of David M. L. Redman, Esq.
(Signature of Secured Party)

PNC BRIDGE CAPITAL, INC.
Type or Print Above Name on Above Line

1090



STATE OF MARYLAND

BOOK 554 PAGE 501

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252411

RECORDED IN ~~LIBER~~ ^{Book} 474 ~~INDEX~~ ^{Page} 188 ON 6-28-84 (DATE)

1. DEBTOR

Name Safeway Stores, Incorporated
Address Fourth and Jackson Streets, Oakland, California 94660

2. SECURED PARTY

Aetna Life Insurance Company
Name Aetna Casualty & Surety Company of Illinois
Address 151 Farmington Avenue, Hartford, Connecticut 06156
Anthony Yager, Chapman and Cutler, 111 W. Monroe, Chicago, IL 60603
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p>To be filed with Clerk of Ann Arundel County</p>	

RECORD FEE 10.00
POSTAGE .50
#744230 237 R02 112:47
04/17/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

10⁰⁰ 33

Dated 2-26-90

Aetna Life Insurance Company
Aetna Casualty & Surety Company of Illinois
By: David M. Clark Its: Managing Director
(Signature of Secured Party)

David M. Clark
Type or Print Above Name on Above Line

STATE OF MARYLAND

554 512

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 465 FOLIO 232 ON 8-26-83 (DATE)

1. DEBTOR

Name James B. Fleck d/b/a Fleck Machine Company

Address 7177 Ridge Road, Hanover, MD 21076

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.

Address 1400 Renaissance Drive, Park Ridge, IL 60068

Mr. Jerry Steinberg & Associates, 6911 Brookmill Rd, Baltimore, MD 21215
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

Anne Arundel/MD

RECORD FEE 10.00
POSTAGE .50
HT44240 237 R02 112143
04/17/90
H. ERLE SCHAFER
CIRCUIT COURT

10 00

Dated 4-12-90

The CIT Group/Equipment Financing, Inc.

By: David A. Arnold v.l.
(Signature of Secured Party)

David A. Arnold
Type or Print Above Name on Above Line

554 FILE 5113

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)

DESIGN TEAMS, INC.
20 RIDGELY AVE., P.O. BOX 1789
ANNAPOLIS, MD 21401

4144-95680

2. Secured Party(ies) and address(es)

HEWLETT PACKARD COMPANY
3701 KOPPERS STREET
BALTIMORE, MD 21227

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50
#638800 0777 R03 T13:33
04/17/90

4. This statement refers to original Financing Statement bearing File No. 278386

Filed with ANNE ARUNDEL Date Filed 8-21-89

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above is still effective.

6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

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.

HEWLETT PACKARD REVISION
*** DEBTOR HAS AUTHORIZED SECURED PARTY TO FILE

CHANGE DEBTOR LOCATION TO:
3660 MILL GREEN ROAD
STREET, MD 21154
HARFORD COUNTY

CHANGE SECURED PARTY LOCATION TO:
FINANCE & REMARKETING DIVISION
331 EAST EVELYN AVENUE
MOUNTAIN VIEW, CA 94041

No. of additional Sheets presented:

DESIGN TEAMS, INC.
BY HEWLETT PACKARD COMPANY, IT'S ATTORNEY IN FACT

HEWLETT PACKARD COMPANY

By: Mandeef Khora
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Mandeef Khora
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1050

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE

Name BIOTECHNICS, INC.

Address 7853 American Circle #203, Glen Burnie, MD 21061

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Return to

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) Hotsy Pressure Washer #550
S/N C725030190

Name and address of Assignee
BANK OF OLD YORK ROAD
Easton & York Roads
Willow Grove, PA 19090

RECORD FEE 11.00
#638830 C777 R03 T13:38
CK 04/17/90

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Kevin O'Hare President

BIOTECHNICS, INC.

Type or Print Above Signature on Above Line

Sandy Huggins Asst. Secy.
(Signature of Secured Party)

Century Equipment Leasing Corporation

Type or Print Above Signature on Above Line

STATE OF MARYLAND

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

554 PAGE 505

RETURN TO: 4-114377-03
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21201

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277097

RECORDED IN LIBER 540 FOLIO 387 ON April 26, 1989 (DATE)

1. DEBTOR

Name Arundel Geriatric and Nursing Center Limited Partnership I

Address c/o Michael J. Francus, 7355 Furnace Branch Road East,
Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Mercantile-Safe Deposit and Trust Company

Address Two Hopkins Plaza, Baltimore, Maryland 21201

R. Kelvin Antill, Esquire; Frank, Bernstein, Conaway & Goldman

Person And Address To Whom Statement Is To Be Returned If Different From Above. 300 E. Lombard
Baltimore, MD
21202

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 follow-
ing:

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 financ-
ing statement bearing the file number, shown above in
the following property:

D. Other: Termination
(Indicate whether amendment, termi-
nation, etc.)

RECORD FEE 10.00
POSTAGE .50
#639060 0777 R03 T13:52
04/17/90

H. ERLE SCHAFFER

AA CO. CIRCUIT COURT

Dated March 16, 1990

Thomas W. Hodgins
(Signature of Secured Party)

Thomas W. Hodgins, Vice President

Type or Print Above Name on Above Line

10 5

12.50

To be recorded among
Land Records
of Anne Arundel County
in Financing Statement
Records of Anne Arundel County
in Financing Statement
Records of Baltimore County
with State Department of
Assessments and Taxation

Not subject to
recordation tax:
Filed in connection with
an Indemnity Deed of
Trust and Security
Agreement
Date: March 16, 1990

INDEMNITY FINANCING STATEMENT

1. Debtor: Address of Debtor:
ARUNDEL GERIATRIC AND NURSING CENTER LIMITED PARTNERSHIP I c/o Michael J. Francus
7355 Furnance Branch Road East
Glen Burnie, Maryland 21061
2. Secured Party: Address of Secured Party:
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY 409 Washington Avenue
Towson, Maryland 21204
Attn: Thomas W. Hodgins

3. The term "Debtor" as used herein means the owner of the collateral described herein and the grantor of the security interest, and not the borrower under the obligations hereby secured.

4. This Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fixtures, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is hereinafter described (the "Land") and used or usable in connection with any present or future operation of the Land owned or hereafter acquired by the Debtor, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings,

RECORD FEE 18.00
POSTAGE CK 50
03970 0777 R03 T13:52
04/17/90
ERLE SCHAFFER
CIRCUIT COURT

18.50
18.00

RETURN TO: 4-114 377-03
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21202

carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or useable in the operation of any improvements or appurtenant facilities erected or to be erected in or upon the Land; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner (it being agreed by the parties hereto that all property owned by the Debtor and placed by it on the Land shall, so far as permitted by law, be deemed to be affixed to the Land, appropriated to its use, and covered by this Deed of Trust), and

4.2. All licenses, authorizations, certificates, variances, amounts, approvals and other permits necessary or appropriate to permit the construction, reconstruction, repair or alteration, addition, improvement, use, operation and management of any improvements and the Land (collectively, the "Property"), and

4.3. All of the Debtor's right, title and interest in and to any and all awards heretofore or hereafter made by any federal, state or local governmental or quasi-governmental authority, or by any other authority or corporation, exercising the power of condemnation or eminent domain with respect to any or all of the Property (including, by way of example rather than of limitation, any award for any change of grade or widening of any street or road affecting the Land).

4.4. All of the rents, royalties, issues, profits, revenues, income and other benefits of the Land or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all use, licenses and leases of the Land, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and noncash) thereof; all licenses, authorizations, certificates, variances, amounts, approvals and other permits related to construction and operation of the secured property, and all construction contracts, public works agreements, bonds, deposits, construction materials, supplies, lumber, machinery and equipment; and including, without limitation, all cash or securities deposited under any of the above to secure performance by Debtor, its users, licensees, lessees or any others of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

5. The aforesaid items are included as security in an indemnity deed of trust and security agreement of even date herewith and given by the Debtor to the trustees named therein, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by Arundel Geriatric and Nursing Center, Inc.,

to Mercantile-Safe Deposit and Trust Company. The Debtor is the record owner of the Land.

6. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

7. The Land consists of all of that real property located in Anne Arundel County, Maryland together with all improvements thereon, which is more particularly described in the said indemnity deed of trust and security agreement, and in Exhibit A hereto.

Debtor:

Secured Party:

ARUNDEL GERIATRIC AND NURSING CENTER
LIMITED PARTNERSHIP I, a
Maryland limited partnership

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, a Maryland
banking corporation

By: ARUNDEL GERIATRIC AND NURSING
CENTER, INC., General Partner

By: Thomas A. Hodgins (SEAL)
Thomas A. Hodgins,
Assistant Vice
President

By: Joseph B. Francus (SEAL)
Joseph B. Francus, President

TO CLERK: After this Financing Statement has been recorded,
please return to:

R. Kelvin Antill, Esquire
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
17th Floor
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

BOOK 554 PAGE 509

EXHIBIT 'A'

BEING KNOWN AND DESIGNATED as Lot One, Residue, containing 6.944 acres, more or less, as shown on plat entitled "Subdivision Susie W. Moore Prop." which plat is recorded among the Land Records of Anne Arundel County in Plat Book 85 folio 18 and described in metes and bounds description as follows:

BEGINNING for the same at a point where the east side of Furnace Branch Road, Maryland Route 270, is intersected by the north side of Gaylor Road, a private 20 foot road, as shown on a plat entitled "SUSIE W. MOORE Prop.," recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 85, at page 18, and running from the beginning point and with the outlines of Lot 1 as shown on the aforementioned plat and with the north side of the said Gaylor Road.

(1) South 79 degrees 39 minutes 22 seconds East 531.47 feet; thence leaving said Gaylor Road and continuing with the outlines of Lot 1

(2) North 07 degrees 51 minutes 52 seconds East 326.07 feet; thence

(3) South 78 degrees 21 minutes 00 seconds East 240.93 feet; thence

(4) North 03 degrees 32 minutes 57 seconds West 19.27 feet; thence

(5) North 16 degrees 05 minutes 34 seconds East 152.14 feet; thence

(6) North 76 degrees 40 minutes 11 seconds West 779.37 feet; thence

(7) South 08 degrees 10 minutes 11 seconds East 148.50 feet; thence

(8) South 06 degrees 49 minutes 49 seconds West 230.83 feet; thence

(9) South 81 degrees 13 minutes 31 seconds West 101.29 feet to intersect the east side of Furnace Branch Road; thence with the east side of Furnace Branch Road

(10) South 08 degrees 46 minutes 29 seconds East 133.96 feet to the point of beginning, containing 6.944 acres of ground, more or less.

The improvements thereon being known as No. 7355 Furnace Branch Road.

BEING the same lot of ground which by Deed dated February 29, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3706 Folio 584 was granted and conveyed by Susie Moore Dyett to the within named Borrower.

To be recorded:

- Land Records - Anne Arundel County
- ✓ Financing Statement
- Records - Anne Arundel County
- Financing Statement
- Records - Baltimore County
- State Department of Assessments and Taxation

551 PAGE 510

Is subject to recordation tax in the amount of \$42.90.
 Principal amount is \$325,000
 Date: March 16, 1990

PAID TO
 SDAT ON 4/17/90
 S. Castle

FINANCING STATEMENT

1. Names and Address of Debtors:

- ✓ Arundel Geriatric and Nursing Center, Inc.
 (the latter Debtor intends to change its name,
 by June 1, 1990, to Spectrum Nursing Center, Inc.)
- ✓ Arundel Geriatric and Nursing Center Limited
 Partnership I
 Both c/o Michael J. Francus
 7355 Furnace Branch Road East
 Glen Burnie, Maryland 21061

2. Name and Address of Secured Party:

Mercantile-Safe Deposit and Trust Company
 409 Washington Avenue
 Towson, Maryland 21204
 Attn: Thomas W. Hodgins

RECORD FEE 19.00
 #639080 0777 R03 T13:50

CK

04/17/90

3. This Financing Statement covers all of the Debtors' right, title and interest in and to the following collateral (the "Collateral"):

ERLE SCHAFER
 AA CO. CIRCUIT COURT

A. Receivables. Any and all present and future rights of each of the Debtors to payment for (including, but not limited to, any third party payment for health care and nursing care services), or monetary obligations owed to the Debtors on account of, goods or other property sold, leased or otherwise disposed of by each such Debtor or services rendered by each such Debtor or loans or extensions of credit granted or made by each such 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

19-00

20.50

aforegoing are collectively referred to as the "Receivables"), together with (a) any and all present and future rights of each of the Debtors 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 any of the Debtors 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 any of the Debtors evidencing, securing, guarantying and/or in connection with any or all of the Receivables.

B. Inventory. All inventory of each of the Debtors, both now owned and hereafter acquired by each such Debtor 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 such Debtor (all of the foregoing is collectively referred to as "Inventory").

C. General Intangibles. Any and all of the following property of each of the Debtors, 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 such Debtor (other than Receivables) for any reason and arising from any source whatsoever and all other transferable and assignable intangible personal property of such 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 such Debtor relating

thereto, trademark applications, trademark licenses, service marks, service mark applications, service mark licenses, trade names, trade secrets, goodwill, licenses, permits, certificates, 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 such 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 any of the Debtors or for which any of the Debtors have contracted to purchase.

E. Instruments. Any and all of each of the Debtors' instruments, chattel paper and letters of credit issued to or for the benefit of each such Debtor, both now and hereafter issued, owned, existing or acquired.

F. Equipment. All equipment, furnishings and fixtures of each of the Debtors 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 each of the Debtors in the possession or under the control of the Secured Party.

4. 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 each Debtor or to and any of the Collateral described herein including, without limitation, customer and resident lists, credit files, computer programs, computer software, computer source codes, disks, tapes, printouts and other materials.

5. 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 any of the Debtors against third parties for loss of, damage 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. THE DEBTORS HEREBY CERTIFY THAT THE CERTIFICATION AND AFFIDAVIT OF MARYLAND RECORDATION TAX ATTACHED HERETO IS A TRUE AND CORRECT STATEMENT OF THE COLLATERAL AND THE RECORDATION TAX DUE THEREON.

Debtors:

ARUNDEL GERIATRIC AND NURSING
CENTER, INC., a Maryland
corporation

By: Joseph B. Francus (SEAL)
Name: Joseph B. Francus
Title: President

ARUNDEL GERIATRIC AND NURSING
CENTER LIMITED PARTNERSHIP I, a
Maryland limited partnership

By: ARUNDEL GERIATRIC AND NURSING
CENTER, INC., its general
partner

by: Joseph B. Francus (SEAL)
Name: Joseph B. Francus
Title: President

To the Filing Officer: After this Statement has been recorded, please mail the same to R. Kelvin Antill, Frank, Bernstein, Conaway & Goldman, 300 East Lombard Street, Suite 1700, Baltimore, Maryland 21202.

5566M

To be recorded:

- Land Records - Anne Arundel County 554 514
- Financing Statement
- Records - Anne Arundel County
- Financing Statement
- Records - Baltimore County
- State Department of Assessments and Taxation

280605

Is subject to recordation tax in the amount of \$610.50. PAID TO SDAT
 Principal amount is \$500,000 ON 4/17/90
 Date: March 16, 1990

S. Carle

FINANCING STATEMENT

1. Names and Address of Debtors:
- Point Pleasant Health Park Limited Partnership
 - Arundel Geriatric and Nursing Center, Inc.
 (the latter Debtor intends to change its name,
 by June 1, 1990, to Spectrum Nursing Center, Inc.)
 c/o Michael J. Francus
 7355 Furnace Branch Road East
 Glen Burnie, Maryland 21061

2. Name and Address of Secured Party:
- Mercantile-Safe Deposit and Trust Company
 409 Washington Avenue
 Towson, Maryland 21204
 Attn: Thomas W. Hodgins

RECORD FEE 20.00

3. This Financing Statement covers all of the Debtors' right, title and interest in and to the following collateral (the "Collateral"):

APR 17 1990 0777 R03 T13:53
CK 04/17/90

A. Receivables. Any and all present and future rights of each of the Debtors to payment for (including, but not limited to, any third party payment for health care and psychogeriatric care services), or monetary obligations owed to the Debtors on account of, goods or other property sold, leased or otherwise disposed of by each such Debtor or services rendered by each such Debtor or loans or extensions of credit granted or made by each such 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

H. ERLE SCHAFER
CIRCUIT COURT

20.50

20.50

to as the "Receivables"), together with (a) any and all present and future rights of each of the Debtors 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 any of the Debtors 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 any of the Debtors evidencing, securing, guarantying and/or in connection with any or all of the Receivables.

B. Inventory. All inventory of each of the Debtors, both now owned and hereafter acquired by each such Debtor 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 such Debtor (all of the foregoing is collectively referred to as "Inventory").

C. General Intangibles. Any and all of the following property of each of the Debtors, 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 such Debtor (other than Receivables) for any reason and arising from any source whatsoever and all other transferable and assignable intangible personal property of such 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 such Debtor relating thereto, trademark applications, trademark licenses,

service marks, service mark applications, service mark licenses, trade names, trade secrets, goodwill, licenses, permits, certificates, 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 such 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 any of the Debtors or for which any of the Debtors have contracted to purchase.

E. Instruments. Any and all of each of the Debtors' instruments, chattel paper and letters of credit issued to or for the benefit of each such Debtor, both now and hereafter issued, owned, existing or acquired.

F. Equipment. All equipment, furnishings and fixtures of each of the Debtors 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 each of the Debtors in the possession or under the control of the Secured Party.

4. 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 each Debtor or to and any of the Collateral described herein including, without limitation, customer and resident lists, credit files, computer programs, computer software, computer source codes, disks, tapes, printouts and other materials.

5. 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 any of the Debtors against third parties for loss of, damage 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. THE DEBTOR HEREBY CERTIFIES THAT THE CERTIFICATION AND AFFIDAVIT OF MARYLAND RECORDATION TAX ATTACHED HERETO IS A TRUE AND CORRECT STATEMENT OF THE COLLATERAL AND THE RECORDATION TAX DUE THEREON.

Debtors:

POINT PLEASANT HEALTH PARK LIMITED PARTNERSHIP, a Maryland limited partnership

By: ARUNDEL GERIATRIC AND NURSING CENTER, INC., its general partner

by: Joseph B. Francus (SEAL)
Name: Joseph B. Francus
Title: President

ARUNDEL GERIATRIC AND NURSING CENTER, INC., a Maryland corporation

By: Joseph B. Francus (SEAL)
Name: Joseph B. Francus
Title: President

To the Filing Officer: After this Statement has been recorded, please mail the same to R. Kelvin Antill, Frank, Bernstein, Conaway & Goldman, 300 East Lombard Street, Suite 1700, Baltimore, Maryland 21202.

5584M

A.A. Co.

To Be Recorded In The Chattel
Records Of Prince George's
County and Anne Arundel
County, Maryland And Among
The Financing Statement
Records Of The State
Department Of Assessments And
Taxation

NOT SUBJECT TO RECORDATION
TAX

280606

FINANCING STATEMENT
(Maryland - U.C.C.-1)

554 518

1. **DEBTOR:**

THE TODDSON COMPANY, INC.

Box 406
Crownsville, Maryland 21032
and
Washington Business Park
5001-D Forbes Blvd.
Lanham, Maryland 20706

RECORD FEE 11.00

POSTAGE .50

#639120 0777 R03 T13:59

CK

04/17/90

2. **SECURED PARTY:**

THE FIRST NATIONAL BANK OF MARYLAND

25 South Charles Street
Baltimore, Maryland 21201
Attention: Paul Trapani,

H. ERLE SCHAFFER

AA CO. CIRCUIT COURT

Assistant Vice President

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

- (a) All of Debtor's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services;
- (b) All proceeds (including insurance proceeds) and products of the above-described Accounts;
- (c) All of Debtor's other assets, specifically including (but not limited to) inventory and equipment, in which the Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between the Debtor and the Secured Party;

118

- (d) Any accounts, property, securities or monies of the Debtor which may at any time be assigned or delivered or come into the possession of the Secured Party, as well as all proceeds thereof; and
- (e) All of the actual books and records pertaining to any of the above-described items of Collateral.

The proceeds (including insurance proceeds) and products of all the above-described collateral are secured, as are future advances and after acquired property.

DEBTOR:

THE TODDSON COMPANY, INC.,
A Maryland Corporation

By: Louis E. Tomaglia (SEAL)
Name: LOUIS E. TOMAGLIA
Title: PRES/CEO

Date: April 12, 1990

TO FILING OFFICER: After this Statement has been recorded, please return to:

Beth Solley Beatty
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LJE) 09284

554 520

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 569010

RECORDED IN LIBER C777 FOLIO R03 ON 01/26/90 (DATE)

1. DEBTOR

Name HEB Equipment Co., Inc.

Address 15223 Molly Pitcher Highway, Greencastle, PA 17225

2. SECURED PARTY

Name Grove Manufacturing Company, Division of Kidde Industries, Inc.

Address P.O. Box 21, Shady Grove, PA 17256

Attention: Joyce Stottlenyer

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00

POSTAGE .50

#539280 C777 R03 T15:19

04/17/90

3. Maturity date of obligation (if any)

H. ERLE SCHAFER

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: AMENDMENT <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>AMENDMENT: CHANGE NAME OF SECURED PARTY FROM ABOVE TO: Grove North America Division of Kidde Industries, Inc.</p>	

AA CO. CIRCUIT COURT

HEB EQUIPMENT CO., INC.

HEB EQUIPMENT CO., INC.

Dated 4-10-90

[Signature]
(Signature of Debtor)

Dated _____

GROVE NORTH AMERICA
DIVISION OF KIDDE INDUSTRIES, INC.
[Signature] - Group Treasurer
C A Zeme (Signature of Secured Party)

Type or Print Above Name on Above Line

BOOK 554 PAGE 521

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 38531

RECORDED IN LIBER C777 FOLIO R01 ON 12/2/86 (DATE)

1. DEBTOR 505 425

Name Chesapeake High Lift, Inc., Division of HEB Equipment Co., Inc.

Address 10985 Guilford Road, Annapolis Junction, MD 20701

2. SECURED PARTY

Name Grove Manufacturing Company, Division of Kidde Industries, Inc.

Address P.O. Box 21, Shady Grove, PA 17256

Attention: Joyce Stottlemeyer

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"/> XXX (Indicate whether amendment, termination, etc.)</p>

AMENDMENT: CHANGE NAME OF SECURED PARTY OF RECORD FROM ABOVE TO:
Grove North America
Division of Kidde Industries, Inc.

RECORD FEE 10.00
POSTAGE .50
#639300 C777 R03 T15:20
3K 04/17/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHESAPEAKE HIGH LIFT, INC.
DIVISION OF HEB EQUIPMENT CO., INC.

Dated 4-10-90

[Signature]
(Signature of Debtor)

GROVE NORTH AMERICA
DIVISION OF KIDDE INDUSTRIES, INC.

Dated _____

[Signature] -Group Treasurer
C A Zeme (Signature of Secured Party)

Type or Print Above Name on Above Line

FINANCING STATEMENT

280607

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND AND THE MARYLAND STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer
pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS
OF DEBTOR:

JET BLAST, INC.
6800 Fort Smallwood Road
Baltimore, Maryland 21226
Attn: Timothy J. Wilson
President

2. NAME AND ADDRESS

THE FIRST NATIONAL BANK OF
MARYLAND
18 West Street
Annapolis, Maryland 21401
Attn: Cecilia C. Ash

RECORD FEE 17.00

3. This Financing Statement covers all right, title and
interest of the Debtor in and to the following types (or items) of property:

POSTAGE .50

04/18/90

(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

H. ERLE SCHAFER

04/18/90

CIRCUIT COURT

17-2

authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Nicholas P. Lambrow and Ralph W. Emerson, Jr., as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent 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.

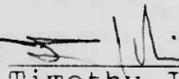
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

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:

JET BLAST, INC.

By:  4/3/90 (SEAL)
Timothy J. Wilson
President

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes
Miles & Stockbridge
10 Light Street
8th Floor
Baltimore, Maryland 21202

All those lots and parcels of ground situated and lying in Anne Arundel County, Maryland more particularly described as follows:

BEGINNING for the same in the center of Marley Neck Road at the beginning of a parcel of land described in a deed from Lizzie T. Douglas and husband to Alexander Birk and wife, dated October 9, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 18 folio 200 etc., thence South 4 degrees 45 minutes West binding on the center of Marley Neck Road 50 feet, thence South 81 degrees 31 minutes West 153.81 feet, thence North 4 degrees 45 minutes East parallel with Marley Neck Road 50 feet to intersect the first line of the land above referred to, and thence North 81 degrees 31 minutes East binding reversely on said line 153.81 feet to the place of beginning.

BEING Lot No. 8 on the Plat of Alexander Birk's property as shown on the Plat of the same, recorded among the Land Records of Anne Arundel County in Plat Book 5 folio 33, formerly recorded in Plat Book F.S.R. No. 1, folio 126.

BEING the same property conveyed to Jet Blast, Incorporated by virtue of Deed from Theodore Rudolph Birk, dated March 20, 1984 and recorded May 13, 1987 in Liber 4344 folio 48, among the Land Records of Anne Arundel County, Maryland.

AND

BEGINNING for the first thereof and being known and designated as Lot Nos. 6 and 7 as shown on the Plat of Alexander Birk's property recorded among the Land Records of Anne Arundel County in Plat Book 5, folio 33, formerly recorded in Plat Book F.S.R. No. 1, folio 126.

BEGINNING for the second thereof and being a 15 foot wide road situate between the south side line of Lot No. 6 and the north side line of Lot No. 5, as shown on the Plat of Alexander Birk's property, recorded among the Land Records of Anne Arundel County in Plat Book 5, folio 33, formerly recorded in Plat Book F.S.R. No. 1, folio 126.

BEGINNING for the third thereof and being all that property west of Lot No. 3 through Lot No. 8, inclusive, as shown on the Plat of Alexander Birk's property, recorded among the Land Records of Anne Arundel County, in Plat Book 5, folio 33, formerly recorded in Plat Book F.S.R. No. 1, folio 126.

BEING the same property conveyed to Jet Blast, Inc., by virtue of Deed from James T. Frese, et al., dated November 17, 1980 and recorded November 24, 1980 in Liber 3363 folio 425 among the Land Records of Anne Arundel County, Maryland.

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND AND THE MARYLAND STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer
pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: JET BLAST, INC.
6800 Fort Smallwood Road
Baltimore, Maryland 21226
Attn: Timothy J. Wilson
President
- 2. NAME AND ADDRESS THE FIRST NATIONAL BANK OF
MARYLAND
18 West Street
Annapolis, Maryland 21401
Attn: Cecilia C. Ash

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property: RECORD FEE 17.00
POSTAGE GK .50

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, 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

#639660 0777 R03 T10:27

04/18/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Handwritten initials: H 4

authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Nicholas P. Lambrow and Ralph W. Emerson, Jr., as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent 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.

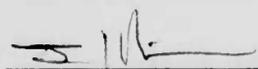
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

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:

JET BLAST, INC.

By:  4/3/90 (SEAL)
Timothy J. Wilson
President

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes
Miles & Stockbridge
10 Light Street
8th Floor
Baltimore, Maryland 21202

All those lots and parcels of ground situated and lying in Anne Arundel County, Maryland more particularly described as follows:

BEGINNING for the same in the center of Marley Neck Road at the beginning of a parcel of land described in a deed from Lizzie T. Douglas and husband to Alexander Birk and wife, dated October 9, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 18 folio 200 etc., thence South 4 degrees 45 minutes West binding on the center of Marley Neck Road 50 feet, thence South 81 degrees 31 minutes West 153.81 feet, thence North 4 degrees 45 minutes East parallel with Marley Neck Road 50 feet to intersect the first line of the land above referred to, and thence North 81 degrees 31 minutes East binding reversely on said line 153.81 feet to the place of beginning.

BEING Lot No. 8 on the Plat of Alexander Birk's property as shown on the Plat of the same, recorded among the Land Records of Anne Arundel County in Plat Book 5 folio 33, formerly recorded in Plat Book F.S.R. No. 1, folio 126.

BEING the same property conveyed to Jet Blast, Incorporated by virtue of Deed from Theodore Rudolph Birk, dated March 20, 1984 and recorded May 13, 1987 in Liber 4344 folio 48, among the Land Records of Anne Arundel County, Maryland.

AND

BEGINNING for the first thereof and being known and designated as Lot Nos. 6 and 7 as shown on the Plat of Alexander Birk's property recorded among the Land Records of Anne Arundel County in Plat Book 5, folio 33, formerly recorded in Plat Book F.S.R. No. 1, folio 126.

BEGINNING for the second thereof and being a 15 foot wide road situate between the south side line of Lot No. 6 and the north side line of Lot No. 5, as shown on the Plat of Alexander Birk's property, recorded among the Land Records of Anne Arundel County in Plat Book 5, folio 33, formerly recorded in Plat Book F.S.R. No. 1, folio 126.

BEGINNING for the third thereof and being all that property west of Lot No. 3 through Lot No. 8, inclusive, as shown on the Plat of Alexander Birk's property, recorded among the Land Records of Anne Arundel County, in Plat Book 5, folio 33, formerly recorded in Plat Book F.S.R. No. 1, folio 126.

BEING the same property conveyed to Jet Blast, Inc., by virtue of Deed from James T. Frese, et al., dated November 17, 1980 and recorded November 24, 1980 in Liber 3363 folio 425 among the Land Records of Anne Arundel County, Maryland.

BC-7829
R8627.509 S
2:4/5/90

BOOK 554 PAGE 530

FINANCING STATEMENT

280609

TO BE RECORDED IN THE
LAND _____ FINANCING X
RECORDS OF:
ANNE ARUNDEL COUNTY _____
SDAT _____

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing
Officer pursuant to the Uniform Commercial Code:

1. Debtor: Address: Heritage Properties, Inc.
110 Meridian Healthcare
Crofton Investors 515 Fairmount Avenue
Limited Partnership Towson MD 21204

2. Secured Party: Address:
Chase Bank of Maryland 10 E. Baltimore Street
Baltimore, Maryland 21202

3. Trustees:

RECORD FEE 18.00
POSTAGE .50
#745230 (237 R02 T10:30
04/18/90

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery,
equipment, building materials, furniture and furnishings and
articles now or hereinafter owned by the Debtor and located in or
upon 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 including but not limited to, 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 condition, 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 substitution for, or additions to the same; it

18.00
35

being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) All of the Debtor's partnership assets and property;

(c) 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 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 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

(d) All documents, instruments, general intangibles, chattel paper, contract rights and accounts now owned or hereinafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

5. The aforesaid items are included as security in a Deed of Trust, Assignment of Leases, Rents and Profits and Security Agreement given by Debtor to WAYNE OLSON and RONALD W. HUFFMAN, Trustees and recorded or intended to be recorded among the land records of ANNIS ARUNDEL County, Maryland securing an indebtedness owned by Debtor to Chase Bank of Maryland (the "Bank").

6. Proceeds of collateral are covered hereunder.

R8627.509 S
2:4/5/90

7. The land consists of a parcel of land containing approximately ___ acres of land more particularly described in Exhibit A attached hereto.

ATTEST: WITNESS

Debtor:

CROFTON INVESTORS LIMITED PARTNERSHIP

By: CROFTON INVESTORS, INC.
General Partner

By: Paul J. Mulde

By: Michael J. Batza (SEAL)
Michael J. Batza, Vice President

Dated: April 17, 1990

MR. CLERK: After recording, please return to:

Robert P. Legg, Esq.
Gordon Feinblatt, Rothman,
Hoffberger & Hollander
233 E. Redwood Street
Baltimore, Maryland 21202

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE MARYLAND 21202

2:4/11/90

EXHIBIT A

BOOK 554 PAGE 533

Being all those condominium units known as Unit Nos. 1, 2, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 25 of Chelsea House Condominium Offices as shown on condominium plats recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, page 26 and pages 38-44, inclusive, and Plat Book No. 5, pages 6-12, inclusive. Being 21 of the condominium office units mentioned in the Declaration of ARC Corporation dated March 28, 1975, and recorded among the Land Records of Anne Arundel County in Liber WGL No. 2744, folio 15, as amended by First Amendment to Declaration dated September 30, 1975 by ARC Corporation, together with the percentage of ownership in the common elements for Chelsea House Condominium Offices, as apportioned therein.

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) LARIBEE WIRE MANUFACTURING COMPANY, INC. 100 Beaver Street Jordan, New York 13080 SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF	2. Secured Party(ies) and address(es) BANKERS TRUST COMPANY 280 Park Avenue New York, New York 10017 Attn: Edward J. Siskin Vice President	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>611660C777R03</u> ^{# 280363} _{Book 553/Pg. 297} Filed with <u>Anne Arundel County, MD</u> Date Filed <u>3/20/90</u> 19 <u>90</u>		RECORD FEE 20.00 RECORD FEE 1.00 POSTAGE .50
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is not effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" 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.		

See Exhibit I attached hereto and made a part hereof.

No. of additional Sheets presented: 4

LARIBEE WIRE MANUFACTURING COMPANY, INC. and the debtors listed on Schedule A (including ROYAL ELECTRIC, INC.)

BANKERS TRUST COMPANY

By: [Signature]
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

04/18/90
E. SCHAFER
CIRCUIT COURT
1089477-1018

Schedule A attached to and made a part of UCC-1 financing statement naming Laribee Wire Manufacturing Company, Inc., Laribee Wire Manufacturing of New York, Inc., Larcon Wire Corporation, Trio Wire & Cable Corp. and Laribee Sales Corp. as debtors (each, a "Debtor" and collectively, the "Debtors") and Bankers Trust Company as secured party (the "Secured Party")

The following constitute additional Debtors:

Laribee Wire Manufacturing of
New York, Inc.
101 Central Avenue
Farmingdale, New York 11735

Larcon Wire Corporation
2148 American Industrial Way
Atlanta, Georgia 30341

Trio Wire & Cable Corp.
208 Meserole Avenue
Brooklyn, New York 11222

Laribee Sales Corp.
2148 American Industrial Way
Atlanta, Georgia 30341

EXHIBIT I

1. The address of a debtor, Laribee Wire Manufacturing Company, Inc., is hereby amended and replaced in its entirety to read as follows:

LARIBEE WIRE MANUFACTURING COMPANY, INC.
24 North (formerly known as 100) Beaver Street
Jordan, New York 13080

2. Schedule A to the original financing statement is hereby amended by deleting the words following the phrase "Schedule A" and preceding the phrase "The following constitute additional Debtors:" and by adding the following debtor and address to the list of debtors and addresses therein:

ROYAL ELECTRIC, INC.
95 Grand Avenue, P.O. Box 1728
Pawtucket, Rhode Island 02682-1655

3. Schedule B to the original financing statement is hereby amended and replaced in its entirety by Schedule B attached hereto and made a part hereof.

TF:NN-FX
WP:UCCTF-11.20

Schedule B

554 537

This financing statement covers the following collateral for each debtor:

- (i) Any and all present and future Equipment (as hereinafter defined) of the debtor;
- (ii) Any and all present and future Inventory (as hereinafter defined) of the debtor; and
- (iii) To the extent not otherwise included, all Proceeds (as hereinafter defined) and products of any or all of the foregoing

(all of the items and/or types of property listed and/or described in the foregoing clauses (i) through (iii) above being hereinafter collectively referred to as the "Collateral").

As used herein, the following terms shall have the following meanings:

"Accounts" shall mean all of the debtor's right, title and interest in, to and under all of the debtor's accounts, contract rights, instruments, documents, chattel paper and general intangibles, as such terms are defined in the Uniform Commercial Code (or any successor statute) of the State of New York, or of any other state the laws of which are required by Section 9-103 of the Uniform Commercial Code to be applied on the issue of perfection of security interests (the "Uniform Commercial Code"); all forms of obligations owing to the debtor; all tax refunds and tax refund claims; all guarantees, security and liens which the debtor may hold for payment or performance with respect to Accounts or Inventory (including, without limitation, all rights of stoppage in transit, replevin, and reclamation and as an unpaid vendor or lienor); letters of credit payable to the debtor or the secured party and all proceeds thereof; all rights to goods represented by any Account or any item of Inventory or the sale of which goods gave rise to any Accounts or any item of Inventory (including, without limitation, all rights upon return, replevin or repossession of such goods); all rights in respect of shipped or consigned goods; all licenses, franchises, permits, patents, patent rights, copyrights, works which are the subject matter of copyrights, trademarks, trade names, trade styles, patent, copyright and trademark applications and rights thereunder, and all other rights under any of the foregoing, all

extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing, and all rights to sue for past, present, and future infringement of any of the foregoing; all formulae, processes, compounds, methods, inventions, know-how, trade secrets, drawings, designs, blueprints, surveys, reports, manuals, and operating standards relating to or used in the operation of the debtor's business; the debtor's goodwill; all books, records, and lists, in whatever form maintained relating to Inventory or Accounts; all trade secret rights, copyright rights, rights in works of authorship, and contract rights relating to computer software programs, in whatever form created or maintained; in each case mentioned above, whether now owned or existing or hereafter created or arising or received or acquired by or belonging or owing to the debtor.

"Inventory" shall mean all of the debtor's inventory (as defined in the Uniform Commercial Code), whether now or hereafter acquired and wherever located, whether in the debtor's or some other person's possession, including, without limitation, all raw materials (and all rights, but not obligations, under any forward contracts or contracts for the future delivery thereof or options in respect of any of the foregoing), work in process, and finished products manufactured and/or held for sale or lease or to be furnished under a contract of service by the debtor, all materials and supplies of any kind used or consumed in connection with the debtor's business or the manufacture, processing, packaging, advertising, and shipping of such inventory, and all such inventory upon its return to or replevy or repossession by the debtor after sale; all rights in respect of shipped or consigned goods; and all documents of title, warehouse receipts, bills of lading, and other documents (as defined in the Uniform Commercial Code) relating to the Inventory.

"Proceeds" shall have the meaning assigned to it under the Uniform Commercial Code in effect in any applicable jurisdiction and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

BJ:51782/100-1.21

554 539

280610

FINANCING STATEMENT

- 1. To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
- 2. To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3. Not Subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of Nine Hundred Thousand Dollars (\$900,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)

ZEB JOHNSON, JR. 832 Shore Drive
 BONNIE B. JOHNSON Edgewater, Maryland 21037

6. Secured Party Address

Farmers National Bank of Maryland 5 Church Circle
 Maryland Annapolis, Maryland 21401

RECORD FEE 18.00
 POSTAGE .50
 #639780 0777 R03 T11:59
 04/18/90

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 12th, 1990 from Debtor(s) to Ross J. Selby and William A. Walker, II, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

LAW OFFICES
 MANIS,
 SNIDER, BUCK &
 MIGDAL
 CHARTERED
 P.O. BOX 2400
 ANNAPOLIS, MD 21404
 (301) 263-8855

18 1

FN001.547

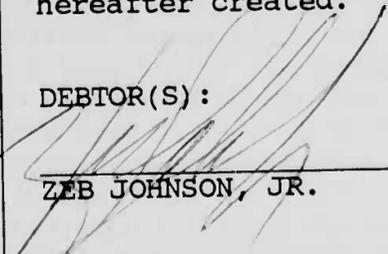


554 540

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR(S):

SECURED PARTY:

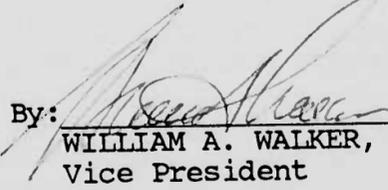


ZEB JOHNSON, JR. (SEAL)

FARMERS NATIONAL BANK OF MARYLAND



BONNIE B. JOHNSON (SEAL)

By: 

WILLIAM A. WALKER, II, (SEAL)
Vice President

Mr. Clerk: Please return to: Manis, Snider, Buck & Migdal
Attn: Pat Weiss
P.O. Box 2400
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

EXHIBIT "A"

554 541

PARCEL NO. 1:

FIRST: BEGINNING for the same at an iron pipe here set in the north 37 degrees 52 minutes west 335.35 foot line of the conveyance from A. Gordon Fleet and wife to Floyd F. Timmerman and wife by Deed dated August 25, 1944, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 316, folio 27, said pipe being north 37 degrees 52 minutes west 49.25 feet from the beginning of said line; thence with said line, north 37 degrees 52 minutes west 286.10 feet to a pipe set on the south side of Londontown Road; thence with said road, north 49 degrees 01 minute east 284.02 feet to a pipe set, and north 57 degrees 02 minutes east 39.94 feet to a pipe set at the northwest corner of Lot No. 1 on the plat of Londontown Hill recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 11; thence leaving said road and running through said conveyance and with the southwest outline of Lots Nos. 1 to 10, inclusive, on said plat south 42 degrees 18 minutes east 1,116.59 feet to a pipe found on the north side of an undeveloped 30 foot road; thence with the same and leaving Lot No. 10 aforesaid, south 47 degrees 27 minutes west 189.83 feet to a pipe found on the shoreline of Glebe Creek; thence with said shoreline, north 63 degrees 00 minutes west 79.0 feet; north 86 degrees 30 minutes west 125 feet; and south 74 degrees 30 minutes west 129.03 feet to intersect the southwest line of Lot No. 1 as described in the conveyance from Ralph M. Drummond and wife to Floyd F. Timmerman and wife by Deed dated July 2, 1942, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 265, folio 78; thence with the southwest line of said conveyance and the southwest line of the conveyance from said Drummond to said Timmerman recorded in Liber JHH No. 561, folio 198, north 40 degrees 15 minutes west 574.50 feet to a pipe set; and north 37 degrees 52 minutes west 51.25 feet to a pipe set, thence north 49 degrees 45 minutes east 50.11 feet to the place of beginning, containing 9.41 acres, more or less.

PARCEL NO. 2:

SECOND: BEING Lot No. 6421, together with the right, title and interest of the party of the first part, if any, in and to that portion of the road or roads, street or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Fourth Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," and now filed among the Plat Records of Anne Arundel County in Plat Book 8, folio 15, said lot being subject to the restrictions more fully set forth in the Deed from Warren Smadbeck to William J. Haid and wife dated September 16, 1935, and recorded among the Land Records of Anne Arundel County in Liber FAM No. 149, folio 351; and subject to the covenant that the parties of the second and third parts will not now or ever erect any building or structure of any kind upon said Lot No. 6421 that will destroy the possible use of same as a right of way.

BEING the same property which by Deed dated the 31st day of October 1982, and recorded among the Land Records of Anne Arundel County at Book 3900, page 555 was granted and conveyed by Holiday Point Marinas, Inc. to Londontowne Marina, Inc.; and,

554 542

BEING ALSO the same property which by Confirmatory Deed dated December 22, 1988, and recorded among the Land Records of Anne Arundel County in Liber 4759, folio 604 was granted and conveyed by Londontowne Marina, Inc. to Zeb Johnson, Jr. and Bonnie B. Johnson, his wife.

PARCEL NO. 3:

BEING Lots Nos. 6422, 6423, 6424, 6425, 6426, 6427 and 6428 as shown on Fourth Map of Woodland Beach, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book FSR No. 3, folio 27, now Plat Book 8, folio 15.

BEING the same property which by Deed dated the 31st day of October 1982, and recorded among the Land Records of Anne Arundel County at Book 3900, page 553 was granted and conveyed by Holiday Point Marinas, Inc. to Londontowne Marina, Inc.; and

BEING ALSO the same property which by Deed dated the 22nd day of December 1988 and recorded among the Land Records of Anne Arundel County in Liber 4759, folio 601 was granted and conveyed by Londontowne Marina, Inc. to Zeb Johnson, Jr. and Bonnie B. Johnson, his wife.

280611

554 543

SECURITY AGREEMENT

April 3, 1990

MARVIN P. GUY, of 303 Second Street, Annapolis, MD 21403, (hereinafter called "DEBTOR") hereby grants to PEASE PORRIDGE HOT, INC., of 911 Commerce Road, Annapolis, MD 21401 (hereinafter called "SECURED PARTY") a security interest in the property described below as COLLATERAL to secure payment and/or performance of the OBLIGATION described below.

Default in payment or performance of any of the obligations or default under any agreement evidencing any of the obligations is a default under this agreement. Upon such default Secured Party may declare all obligations immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code.

COLLATERAL:

See property list attached hereto as Exhibit A.

OBLIGATION:

See Promissory Note attached hereto as Exhibit B.

SIGNED:

PEASE PORRIDGE HOT, INC.

Marvin P. Guy
MARVIN P. GUY, DEBTOR
303 Second St.
Annapolis, MD 21403

Eileen Zack
By: Eileen Zack, President
Secured Party

RECORD FEE 21.00
POSTAGE .50
ESTABLISHED COURT ROOM T14:43
04/18/90
CK H. EILEEN SCHAFER
MD CO. CIRCUIT COURT

2100

EXHIBIT A

ASSETS

Equipment List: Eastport

Beverageair 1 door case (fridge)
Traulsen double-door case (fridge)
Foster double-door freezer
Coldin 6-foot deli case
Vulcan 6 burner, 2 oven stove
Globe Slicer
3 part sink
Litton Microwave
Mop Sink
Hand Sink
3 S.S. tables with undershelves
1 3-tiered cart
1 free standing 3 x 2 1/2 cart with wheels
Misc. shelves
3 counter tops with undershelves
Misc. pots and pans
Mop and mop bucket
Cash register
Digital scale

EXHIBIT B

\$25,000.00
5 year amortization
10% interest
3 year balloon

April 3 , 1990

554 545

PROMISSORY NOTE

FOR VALUE RECEIVED, I, the undersigned, promise to pay to the order of PEASE PORRIDGE HOT, INC., the sum of Twenty-Five Thousand Dollars (\$25,000.00) plus interest at the rate of ten percent (10%) per annum, in consecutive monthly installments of Five Hundred Thirty-One and 18/100 (\$531.18) Dollars , beginning on the first day of May, 1990 continuing until the 30th day of April, 1993. The balance and accumulated interest due or unpaid on the 30th day of April, 1993, shall be due and payable in full on that date. This amount shall be amortized over a five year period, with a balloon payment being due and payable on the 30th day of April, 1993.

Makers shall have the privilege of prepaying larger sums on account of principal, without penalty, at any time, or of prepaying the entire amount due, without penalty.

A late charge of \$25.00 shall be made for payments more than fifteen (15) days late. Failure to make any payment within sixty (60) days of the time that it is due shall constitute a default in this Note and the entire unpaid balance of this Note shall become immediately due and payable, at the option of the holder of this Note. Failure to exercise the above option on any one or more occasions shall not be construed as a waiver. In the event that a suit is filed for the collection of this Note, the makers shall be responsible for attorney's fees in the amount of

twenty percent (20%) of the unpaid balance and all Court costs.

Promisors waive all applicable exemption rights, whether under any state constitution, homestead laws or otherwise, and also waive valuation and appraisal, presentment, protest and demand, notice of protest, demand and dishonor and non-payment of this Note, and expressly agree that the maturity of this Note or any payment hereunder may be extended from time to time without in any way affecting the liability of any individual Promisor or Endorser.

Upon a default in the payment of this Note, or in the payment of any installment due hereunder, the undersigned hereby appoint and authorize any attorney of any Court of Record the undersigned's true and lawful attorney-in-fact for the undersigned and in the undersigned's name and stead, to acknowledge service of any and all legal papers on any kind of suit brought for collection of this obligation and to appear for the undersigned in any Court of competent jurisdiction in the State of Maryland or any other State or Territory of the United States and, with or without declaration filed, to acknowledge and confess judgment against the undersigned jointly and severally and in favor of the holder of this Note for the entire principal amount of this Note then remaining unpaid with interest and other sums thereon then accrued and unpaid, whether by acceleration or otherwise, together with an attorney's fee of twenty percent (20%) of the outstanding balance without stay of execution, or right of appeal, hereby ratifying and confirming the acts of said attorney-in-fact as fully as if done by each undersigned. All laws exempting real or personal property

from execution, and inquisition and extension upon any levy on real or personal property are hereby waived and condemnation agreed to, and no benefit of exemption will be claimed under or by virtue of any exemption law now in force or which hereafter may be passed. No single exercise of the foregoing power to confess judgment shall be deemed to exhaust the power whether or not any such exercise shall be held by any Court to be valid, voidable or void, but the power shall continue undiminished and it may be exercised from time to time as often as the holder of the Note shall elect, until such time as the holder of this Note shall have received payment in full of such indebtedness of Borrower, together with interest thereon, and all costs incurred in collecting this Note.

This Note is secured pursuant to a Security Agreement of same date herewith.

IN WITNESS WHEREOF, the Promissors have caused these presents to be executed this 3rd day of April, 1990.

Judith Billage
WITNESS

Marvin P. Guy (SEAL)
MARVIN P. GUY

Return to: Judith Billage, Esq.
1833 Forest Dr. suite B
Annapolis, MD 21401

554 548

280612

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)
GRAPHIC DETAIL, INC.
4889 Lerch Creek Court
Galesville, MD 20765

2. Secured Party(ies) and address(es)
INTERNATIONAL FINANCIAL
SERVICES CORPORATION
100 Tri-State International
Lincolnshire, IL 60069
90-018

3. Maturity date (if any):
For Filing Officer (Date, Time, Number,
and Filing Office)

RECORD FEE 11.00
POSTAGE *CK* .50
#637710 0777 R03 T08:49
04/17/96

4. This financing statement covers the following types (or items) of property:
One Fuji Scanart 30II Monotone Flatbed Scanner

Debtor is not authorized and has no title to sell,
transfer or otherwise convey any of the foregoing
collateral including proceeds of insurance.

Not subject to recordation tax.

THIS UCC IS FILED TO GIVE NOTICE OF A LEASE
BETWEEN THE PARTIES LISTED ABOVE.

869405
3296DA

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.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

GRAPHIC DETAIL, INC. Barry M Barchy

INTERNATIONAL FINANCIAL SERVICE CORP.
Dawn Andrews Manager of Documentation

By: *Barry M Barchy Pres*
Signature(s) of Debtor(s)

By: *Dawn D Andrews*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

116

#8

554 549

280613



Financing Statement

RECORDED FEE 14.00
POSTAGE .50
SEARCH FEE 110414
04/19/90
H. JOSE SCHAFER
44 COURT STREET COURT

To Be Recorded In:

- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation
- Land Records - Anne Arundel County, Maryland

CKI

Note: The principal amount of debt secured hereby is: \$ 250,000.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

Financing Statement

- | | |
|---|-------------------------------|
| 1. Debtor: | Address: |
| H & M Crofton Station, Limited Partnership, | 1651 Crofton Boulevard |
| | Suite 14 |
| 2. a Maryland limited Partnership | Crofton, Maryland 21114 |
| Secured Party: | Address: |
| Sovran Bank/Maryland | 6610 Rockledge Drive |
| | Bethesda, Maryland 20817-1876 |
| 3. Trustee: | Address: |
| Richard J. Hajjar | 6610 Rockledge Drive |
| Alice A. Steely | Bethesda, MD 20817-1876 |

4. This Financing Statement Covers:

- (a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");
- (b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");
- (c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

1400
30

- (d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;
 - (e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;
 - (f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;
 - (g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;
 - (h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;
 - (i) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and
 - (j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.
5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.
 6. Proceeds of collateral are covered by this Financing Statement.
 7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.
 8. Maturity date of the obligation is stated in the Note.

Debtor:

[Corporation or Partnership] [Individuals]

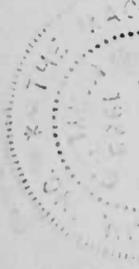
H & M Crofton Station, Limited Partnership _____ (Seal)
a Maryland limited partnership

By: The MacQuilliam Organization, Inc., _____ (Seal)
a Maryland corporation, General Partner

By: [Signature]
(SEAL) William J. MacQuilliam, President

Attest: [Signature]
DANIEL W. MacQuilliam Secretary

After this Financing Statement has been recorded, please mail the same to:



Dennis C. Brady, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P. O. Box 900
Upper Marlboro, MD 20773

"EXHIBIT A"
LEGAL DESCRIPTION

BOOK 554 PAGE 551

Lots 1 through 7 in Block "A", Lots 8 through 15 in Block "B", Lots 16 through 23 in Block "C" Lots 24-30 in block "D", Lots 31 through 36 in Block "E" and Lots 37 through 44 in Block "F" and all of the private roads and private storm water management facilities, common areas, open spaces and recreation areas in the subdivision known as "A Cluster Townhouse Subdivision, Crofton Station" as per plats thereof recorded among the land records of Anne Arundel County, Maryland in Plat Book 117 at Pages 48, 49 and 50, being a resubdivision of Parcel "D" in the subdivision known as "Parcels A, B, C, D, E & F, Crofton Station" recorded among the said land records in Plat Book 83, Page 18, Plat No. 4343, as shown on the Amended Subdivision Plat recorded among the land records of Anne Arundel County in Plat Book 125 at plats 1, 2 and 3 together with the appurtenant easement rights for storm water discharge created in Liber 4480 at Folio 598.

#9

280614



Financing Statement

RECORD FEE 14.00
POSTAGE .70
TOTAL COST \$14.70
08/19/90
CK
S. ERIC STAMPER
MAYOR'S COURT

To Be Recorded In:

- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - ~~State Department of Assessments and Taxation~~
- Land Records - Anne Arundel County, Maryland

Note: The principal amount of debt secured hereby is: \$ 1,050,000.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

Financing Statement

- 1. Debtor:
H & M Crofton Station, Limited Partnership,
a Maryland limited Partnership
- 2. Secured Party:
Sovran Bank/Maryland
- 3. Trustee:
Richard J. Hajjar
Alice A. Steely

Address:
1651 Crofton Boulevard
Suite 14
Crofton, Maryland 21114

Address:
6610 Rockledge Drive
Bethesda, Maryland 20817-1876

4. This Financing Statement Covers:

- (a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");
- (b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");
- (c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

1400 30

(d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;

(e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;

(f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;

(h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;

(i) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and

(j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.

8. Maturity date of the obligation is stated in the Note.

Debtor:

[Corporation or Partnership]

[Individuals]

H & M Crofton Station, Limited Partnership _____ (Seal)

a Maryland limited partnership

By: The MacQuilliam Organization, Inc., _____ (Seal)

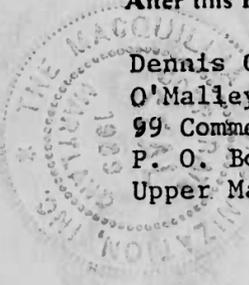
a Maryland corporation, General Partner

By: [Signature]
(SEAL) William J. MacQuilliam, President

Attest: [Signature]
DANIEL W. MACQUILLIAM Secretary

After this Financing Statement has been recorded, please mail the same to:

Dennis C. Brady, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P. O. Box 900
Upper Marlboro, MD 20773



"EXHIBIT A"
LEGAL DESCRIPTION

Lots 1 through 7 in Block "A", Lots 8 through 15 in Block "B", Lots 16 through 23 in Block "C" Lots 24-30 in block "D", Lots 31 through 36 in Block "E" and Lots 37 through 44 in Block "F" and all of the private roads and private storm water management facilities, common areas, open spaces and recreation areas in the subdivision known as "A Cluster Townhouse Subdivision, Crofton Station" as per plats thereof recorded among the land records of Anne Arundel County, Maryland in Plat Book 117 at Pages 48, 49 and 50, being a resubdivision of Parcel "D" in the subdivision known as "Parcels A, B, C, D, E & F, Crofton Station" recorded among the said land records in Plat Book 83, Page 18, Plat No. 4343, as shown on the Amended Subdivision Plat recorded among the land records of Anne Arundel County in Plat Book 125 at plats 1, 2 and 3 together with the appurtenant easement rights for storm water discharge created in Liber 4480 at Folio 598.

Dennis C. Bradley

10



554 PAGE 555

280615

Financing Statement

To Be Recorded In:

- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation
- Land Records - Anne Arundel County, Maryland

RECORDED FEE 14.00
 POSTAGE .50
 STAMPS 1.00
 04/19/90
 H. FREE SHIPPED
 TO THE CIRCUIT COURT

CK

Note: The principal amount of debt secured hereby is: \$ 942,000.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

Financing Statement

- | | |
|--|---|
| <p>1. Debtor:
H & M Crofton Station, Limited Partnership,
a Maryland limited Partnership</p> | <p>Address:
1651 Crofton Boulevard
Suite 14
Crofton, Maryland 21114</p> |
| <p>2. Secured Party:
Sovran Bank/Maryland</p> | <p>Address:
6610 Rockledge Drive
Bethesda, Maryland 20817-1876</p> |
| <p>3. Trustee:
Richard J. Hajjar
Alice A. Steely</p> | <p>Address:
6610 Rockledge Drive
Bethesda, MD 20817-1876</p> |

4. This Financing Statement Covers:
- (a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");
 - (b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");
 - (c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

1400

- (d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;
- (e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;
- (f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;
- (g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;
- (h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;
- (i) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and
- (j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.

- 5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.
- 6. Proceeds of collateral are covered by this Financing Statement.
- 7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.
- 8. Maturity date of the obligation is stated in the Note.

Debtor:

[Corporation or Partnership]

[Individuals]

H & M Crofton Station, Limited Partnership _____ (Seal)
a Maryland limited partnership

By: The MacQuilliam Organization, Inc., _____ (Seal)
a Maryland corporation, General Partner

By: [Signature]
(SEAL) William J. MacQuilliam, President

Attest: [Signature]
DANIEL W. MACQUILLIAM Secretary

After this Financing Statement has been recorded, please mail the same to:

Dennis C. Brady, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P. O. Box 900
Upper Marlboro, MD 20773



"EXHIBIT A"
LEGAL DESCRIPTION

Lots 1 through 7 in Block "A", Lots 8 through 15 in Block "B", Lots 16 through 23 in Block "C" Lots 24-30 in block "D", Lots 31 through 36 in Block "E" and Lots 37 through 44 in Block "F" and all of the private roads and private storm water management facilities, common areas, open spaces and recreation areas in the subdivision known as "A Cluster Townhouse Subdivision, Crofton Station" as per plats thereof recorded among the land records of Anne Arundel County, Maryland in Plat Book 117 at Pages 48, 49 and 50, being a resubdivision of Parcel "D" in the subdivision known as "Parcels A, B, C, D, E & F, Crofton Station" recorded among the said land records in Plat Book 83, Page 18, Plat No. 4343, as shown on the Amended Subdivision Plat recorded among the land records of Anne Arundel County in Plat Book 125 at plats 1, 2 and 3 together with the appurtenant easement rights for storm water discharge created in Liber 4480 at Folio 598.

DJ

554 PAGE 558

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) JET BLAST, INC. 6800 Fort Smallwood Road Baltimore, Maryland 21226 Attn: Kevin T. Kavanagh Chief Financial Officer	2. Secured Party(ies) and address(es) SIGNET BANK/MARYLAND 7 Saint Paul Street Baltimore, Maryland 21202 Attn: Steven E. Zelenak Assistant Vice President	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>273229 528/126</u> Filed with <u>Chattel Records Anne Arundel County</u> Date Filed <u>6/9/</u> 19 <u>88</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. ~~SEE ATTACHED EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN~~

Assigned to:
The First National Bank of Maryland
18 West Street
Annapolis, Maryland 21401
Attn: Cecelia C. Ash, Commercial Banking Officer

RECORD FEE 10.00
POSTAGE .50
06/19/90 0345 R01 109:30
No. of additional Sheets presented: 04/19/90

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

SIGNET BANK/MARYLAND
By: Steven E. Zelenak H. ERLE SCHAEFER
Signature(s) of Secured Party(ies)
Steven E. Zelenak
Vice President

STANDARD FORM - FORM UCC-3

10

STATE OF MARYLAND

ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 545 FOLIO 150 ON September 13, 1989 (DATE)

1. DEBTOR

Name BURWOOD ROAD ASSOCIATES LIMITED PARTNERSHIP

Address 540 Baltimore-Annapolis Boulevard, Severna Park, MD 21146

2. SECURED PARTY

Name Signet Bank/Maryland

Address 7 St. Paul Street, Baltimore, Maryland 21202

Attn: Residential Construction

Robert E. Scher, Esquire, Ober, Kaler, Grimes & Shriver

Person And Address To Whom Statement Is To Be Returned If Different From Above.

120 E. Baltimore Street, Baltimore, MD 21202

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.) Amendment-see below</p>
<p>Principal Amount of obligation is increased from \$5,000,000 to \$7,500,000.</p>	

RECORD FEE 10.00
INSTAGE .50
1827240 0345 R01 109:33
04/19/90

SIGNET BANK/MARYLAND

Dated April 18, 1990

By: Pamela J. Shipp
(Signature of Secured Party)

Pamela J. Shipp, Assistant Vice President
Type or Print Above Name on Above Line

BURWOOD ROAD ASSOCIATES
LIMITED PARTNERSHIP

By its general partner
WHITE ACRE, INC.

Dated April 18, 1990

By: John W. Steffey, Sr.
Chairman of the Board

554 560

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. 199805 recorded in

Liber 350, Folio 100 on December 18, 1975 at A.A. Co. Courthouse
Date Location

1. DEBTOR(S):

Name(s) Volvo Land, Inc.

Address(es) P.O. Box 968 Glen Burnie, MD 21061

2. SECURED PARTY:

Name Maryland National Bank

Address P.O. Box 535 Baltimore, MD 21203

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement 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. SIGNATURES.

SECURED PARTY

Maryland National Bank

By Jean Romeo

Jean Romeo, Equip. Leasing Clerk

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.

VOLVO LAND
8065 RITCHIE HWY.
PASADENA, MD.
21122

RECORD FEE 10.00
STAMP .50
R01 110:39
04/19/90

DJ

[Handwritten scribble]

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) VOLVOLAND, INC. 8045 Ritchie Highway P.O. Box 968 Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Chemical Bank 55 Water Street New York, NY 10041 #7386-M26(01489)	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>192531 LIBER333, PG119</u> Filed with <u>PROTHONOTARY, ANNE ARUNDEL CTY, MD</u> Date Filed <u>02/18/</u> 19 <u>75</u>		RECORD FEE 10.00 NOT FEE .50
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		02/18/04 03:45 R01 T10:40 04/19/90 H. ERLE SCHAFER MD CO. CIRCUIT COURT

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Anne Rice Signature(s) of Secured Party(ies)

Chemical Bank

Anne Rice, AS

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

*VOLVOLAND INC,
 8065 RITCHIE HWY
 PASADENA MD.
 21122*

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Windows on the bay, Inc.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: June R. Hornick (Name of Loan Officer)
1402 Colony Road	18 West Street
(Address)	(Address)
Pasadena, Md. 21122	Annapolis, Md. 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

POSTAGE .50

3. Products of the collateral are also specifically covered.

#640680 0777 R03 711:42

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

CK 04/19/90

DEBTOR (OR ASSIGNOR)

Mark Morgan (Seal)

Mark Morgan, Vice President (Seal)

(Signature)

(Print or Type Name)

Dennis Walz

Dennis Walz, President

SECURED PARTY (OR ASSIGNEE)

The First National Bank of Md. (Seal) *H. ERLE SCHAFER*

June R. Hornick (Seal) *AA CO. (Seal) COURT*

(Signature)

June R. Hornick, Asst. V.P.

(Print or Type Name)

**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 style="text-align: center;">GRAPHICS & DECOR 1419 FOREST DR ANNAPOLIS, MD 21403</p>	<p>2. SECURED PARTY</p> <p style="text-align: center;">THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

Graphics & Decor

(Type Name)
Robert Graybeal, Partner

By: Robert E Graybeal (SEAL)

By: Martin Graybeal (SEAL)

By: Martin Graybeal (SEAL)

SECURED PARTY:

THE ZAMOISKI CO.

By: Jelly Mulh...

(Date Signed by Debtor)

RECORD FEE 13.00
POSTAGE .50
#440840 CT77 R03 T13:08
04/19/90
GK
H. B. L. E. J. W. F. E. R.
AA CO. CIRCUIT COURT

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

Handwritten initials/signature

280618

554 FILE 565

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 70,200.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Gischel Machine Company, Inc.

 (Name)
7605 Energy Parkway

 (Address)
Baltimore, Maryland 21225

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Samuel Bayne

 (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)

PORFBA Engine lathe Model TR115B2/6
SN 7402-01-03033-07

with: Taper Attachment
 Steady rest
 Follow rest
 13 1/2" 4 jaw chuck
 15 1/2" 3 jaw chuck
 Mimik tracer
 Disconnect boxes and transformers

RECORD FEE 11.00
 RECORD TAX 493.50
 POSTAGE .50
 #640850 0777 R03 T13:0
 CK 04/19/79
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Gischel Machine Company, Inc. (Seal)
 _____ (Seal)
 (Signature)
James Gischel, President

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

11-
493.50
15

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 perils, and, 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.

554 566

280619

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 30,420.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Gischel Machine Company, Inc.

 (Name)
7605 Energy Parkway

 (Address)
Baltimore, Maryland 21225

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Samuel Bayne

 (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)

- 1 Supermax YCM-30 Milling Machine with 42 x 9 Table, 30 Quick Change Spindle, 3 HP head and deluxe coolant system, S/N# 09296-machine
- 1 robotool CVM-1 CNC Control retrofitted to machine, S/N# 03599-control
- 1 Frickson Quick Change tooling set, #30QCDAPKG2
- 1 Used 200 ton Caldwell Inclined Horizontal Hydraulic Forcing Press

RECORD FEE 11.00
 RECORD TAX 213.50
 POSTAGE .50
 #640860 C777 R03 T13:09
 CK 04/19/90
 H. ERLE SCHAFER

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)
Gischel Machine Company, Inc. (Seal)
 _____ (Seal)
 (Signature)
James L. Gischel, President

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

Handwritten notes: 11, 213.50, 28

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

NOT SUBJECT TO RECORDATION TAX

1. LESSEE

Name Essex Credit Corp.
Address 111 Forbes Street, Annapolis, MD 21401

2. LESSOR

THE FIRST NATIONAL BANK OF MARYLAND
6704 CURTIS COURT BANC 122-130
GLEN BURNIE, MARYLAND 21061
ATTN: _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment leased by Lessor or Lessee, including the following, and all substitutions therefor, replacements thereof, and parts, accessories, repairs and additions incorporated therein and/or affixed thereto, and all repair records, manuals and warranties for the benefit thereof (Describe below and on Exhibit, if more space is needed):

Name and address of Assignee:

RECORD FEE 11.00
CK #640880 CT77 R03 T15:10
04/19/90

One Xerox 1012 copier, serial #89H-510230 and one Harris/3M FAX Machine, Model #1111AG, serial #426010
H. EDLE 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)

ESSEX CREDIT CORP.

By: [Signature]
(Signature of Lessee)

Austin L. Sedicum, Jr., Sr. Vice Pres.

Type or Print Above Name on Above Line

By: _____
(Signature of Lessee)

Type or Print Above Signature on Above Line

THE FIRST NATIONAL BANK OF MD.

By: _____
(Signature of Lessor)

Type or Print Above Signature on Above Line

Filing Location:

SDAT

Baltimore City

County

040869

551 568

280621

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 61,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
 Edwin A. & John O. Crandell, Inc.
 733 Crandell Rd.
 West River, Md. 20778

Address
 733 Crandell Rd.
 West River, Md. 20778

Secured Party
 Farmers National Bank of Maryland

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):

1982 Gradall Crawler Excavator Ser G660B

(1) New Delmag Model D8-22 Diesel Hammer
Serial # XNP332609X224# 171

RECORD FEE 12.00

RECORD TAX 427.00

POSTAGE CK .50

#827520 0345 R01 113:35

04/19/90

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
 Edwin A. & John O. Crandell, Inc.
 By: *[Signature]*

Secured Party (or Assignee)
 CORPORATE SECRETARY
 THE FARMERS NATIONAL
 BANK OF ANNAPOLIS

[Signature] TREASURER

BY *[Signature]*

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND

RECORD: FINANCING STATEMENT RECORDS, ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

March 28, 1990

Debtor:
Atlantic Housing Partnership
A Maryland Limited Partnership

Address:
13932 Baltimore Boulevard
Laurel, Maryland 20707

Secured Party:
Maryland Federal Savings and Loan
Association

Address:
3505 Hamilton Street
Hyattsville, Maryland 20782

Not subject to recordation tax.

RECORD FEE 15.00
POSTAGE .50
STATE CO. DIST. NO. 714420
04/18/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. This Financing Statement Covers the Following:

(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, building materials, furniture, fixtures and articles of personal property of every kind and nature whatsoever as are now or hereafter located in or upon, contained in or upon, attached to or used or usable in connection with any present or future operation on that certain parcel of land (and any and all improvements thereon, whether now existing or hereafter constructed) located in Anne Arundel County, Maryland, and described in that certain Deed of Trust of even date herewith from Debtor to Clifton M. Eisele, Jr., and Richard B. Bland, Trustees, with such parcel of land being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference ("Premises"); and

(b) All earnings, revenues, rents, issues, profits and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases executed by the Debtor for the Premises, or any part of parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof.

2. Proceeds of all of the foregoing collateral are covered by this Financing Statement.

3. This Financing Statement does not cover any trade fixtures, consumable goods, inventory or other personal property owned by bona fide tenants of the Debtor occupying the Premises, or any portion thereof, if any such tenants have the right to remove the same at or before the expiration of the term of their leases.

1500

EXHIBIT "A"

Lots Numbered FIFTEEN (15) through TWENTY-ONE (21) and Lots Numbered ONE HUNDRED TWO (102) through ONE HUNDRED FOUR (104), as shown on a Plat entitled "PLAT 3, THE COURTS OF FOUR SEASONS", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115 at Page 42.

Lots Numbered ONE HUNDRED FIVE (105) through ONE HUNDRED NINETEEN (119), as shown on a plat entitled "PLAT 1, THE COURTS OF FOUR SEASONS", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115 at Page 40.

554 571

DEBTOR:

ATLANTIC HOUSING PARTNERSHIP, A
Maryland Limited Partnership

By:

CALCAP XXIII, A New Jersey
Corporation, General Partner

By *Robert E. Linkin*
ROBERT E. LINKIN, Vice President

Lorie A. Cleere
Secretary

By:

CAPSTONE, INC., A Maryland
Corporation, General Partner

By *William J. Poffe*
WILLIAM J. POFFE, President

7.6
Asst. Secretary

FILING OFFICER: After filing, please return to:

MARYLAND FEDERAL SAVINGS AND LOAN ASSOCIATION
3505 Hamilton Street Hyattsville, Maryland 20782

FINANCING STATEMENT

280623

- 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 \$160,000.00 in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. <u>Debtors Names</u>	<u>Address</u>
ROY E. ROBERTSON	Unit 201, 42 Hudson Street
VICKI L. ROBERTSON	Annapolis, Maryland 21401
RANDY Q. JONES	

6. <u>Secured Party</u>	<u>Address</u>
The Annapolis Banking and Trust Company	18 Church Circle Annapolis, Maryland 21401

RECORD FEE 15.00
 POSTAGE CK .50
 #827600 0345 R01 T14:12
 04/19/90

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 April ____, 1990 from Debtor to Randall M. Robey and William A. Busik, Trustees (the "Purchase Money Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that, pursuant to the Purchase Money Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

LAW OFFICES
 MANIS,
 SNIDER, BUCK &
 MIGDAL
 CHARTERED
 P.O. BOX 2400
 ANNAPOLIS, MD 21404
 (301) 263-8855

1800A.114



DEBTORS:

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY

Roy E. Robertson (SEAL)
ROY E. ROBERTSON

BY: *Randall M. Robey* (SEAL)
RANDALL M. ROBEY
Executive Vice President

Vicki L. Robertson (SEAL)
VICKI L. ROBERTSON

Randy Q. Jones (SEAL)
RANDY Q. JONES

Mr. Clerk: Please return to Pat Weiss, P.O. Box 2400,
Annapolis, Maryland 21404.

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

BEING KNOWN AND DESIGNATED as Unit Numbered 201, in Building 2, of a Condominium Regime known as "A CONDOMINIUM - PHASE II ANNAPOLIS BUSINESS PLAZA", as the same is established by a Condominium Declaration dated September 19, 1988, and recorded among the Land Records of Anne Arundel County in Liber HES No. 4693, folio 218, and as shown on a Plat entitled "A Condominium -Phase II ANNAPOLIS BUSINESS PLAZA" recorded in Condominium Plat Book No. 44, pages 41 through 43, all inclusive, and First Supplementary Declaration of Annapolis Business Plaza Condominium, dated January 9, 1990 and recorded among the aforesaid Land Records in Liber HES No. 5006, folio 605.

TOGETHER with an undivided 2.5% interest in the common elements of said Condominium, and the rights, ways and easements appurtenant thereto, all as set out in said Condominium Declaration and First Supplementary Declaration of Annapolis Business Plaza Condominium.

SUBJECT to the right and use in common with others in and to the common elements of the aforesaid Annapolis Business Plaza Condominium and other rights, privileges, duties and responsibilities of a Condominium Unit Owner in said Condominium in accordance with the terms and provisions of said Condominium Declaration and First Supplementary Declaration and the Condominium Plats.

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

280624
BOOK 4774 PAGE 687
554 PAGES 575
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 M. 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: ANNAPOLIS LIFE CARE, INC.

Secured Party CHEMICAL BANK

RECORD FEE 21.00
POSTAGE .50
#641140 CTTT R03 T15:16
04/19/90
AA BQ.ERUBCITAFEBRT

RECORD FEE 22.00
POSTAGE .50
#263730 C040 404 T16:18
01/19/89

By: Charles S. Minter
Charles S. Minter,
President

By: Terri E. Spruelsen
Terri E. Spruelsen
Associate

2200 Filing Officer: Return to:

David C. Daneker, Esquire
Semmes, Bowen & Semmes
250 W. Pratt Street
Baltimore, MD 21201

* 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.

215

All right, title and interest of Debtor in and to (i) all leases and other agreements affecting the use or occupancy of the premises described in Exhibit A annexed hereto and made a part hereof (hereinafter called the Premises) now or hereafter entered into, (ii) all rents, issues and profits of the Premises, (iii) all awards or payments, including interest thereon, which may be made with respect to the Premises, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said rights), or for any other injury to or decrease in the value of the Premises, (iv) all proceeds of any and all unearned premiums on any insurance policy covering the Premises, and (v) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Premises and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor shall have an interest, now or hereafter located upon the Premises.

This UCC-1 Financing Statement is filed in connection with (a) a first deed of trust dated December 1, 1986 given by Debtor to Ronald P. Fish and Fred Wolf III for the use and benefit of Secured Party in the principal sum of \$3,000,000 (the First Deed of Trust) which First Deed of Trust was recorded on December 4, 1986 among the Land Records of Anne Arundel County, Maryland in Liber 4210 at folio 89 and (b) a second deed of trust dated February 18, 1987 given by Debtor to Ronald P. Fish and Fred Wolf III for the use and benefit of Secured Party in the principal sum of \$27,000,000 (the Second Deed of Trust) which Second Deed of Trust was recorded on February 19, 1987 among the Land Records of Anne Arundel County, Maryland in Liber 4272 at folio 652 which First Deed of Trust and Second Deed of Trust were consolidated and modified in that certain agreement of spreader, consolidation and modification of deed of trust and deed of trust note entered into among Debtor, Ronald P. Fish and Fred Wolf III and Secured Party dated February 18, 1987 (the Agreement of Spreader) which Agreement of Spreader was recorded on February 19, 1987 among the Land Records of Anne Arundel County, Maryland in Liber 4272 at folio 674 which Agreement of Spreader was amended by that certain first amendment to agreement of spreader, consolidation and modification of deed of trust and deed of trust note entered into among Debtor, Ronald P. Fish and Fred Wolf III, Secured Party and Life Care Services Corporation dated as of March 1, 1988 (the First Amendment) and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4572 at folio 696 and which Agreement of Spreader was further modified by that certain intercreditor agreement dated as of March 1, 1988 entered into among Debtor, Secured Party, Ronald P. Fish and Fred Wolf III, The First National Bank of Maryland and Life Care Services Corporation (the Intercreditor Agreement) which Intercreditor Agreement was recorded among the Land Records of Anne Arundel County, Maryland in Liber 4572 at folio 705 and further amended by that certain second amendment to agreement of spreader, consolidation and modification of deed of trust and deed of trust note dated as of January 19 1989 to be entered into among Debtor, Ronald P. Fish and Fred Wolf III, Secured Party and Life Care Services Corporation (the Second Amendment) covering the fee estate of Debtor in the Premises and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

828P/VOL3/7

SCHEDULE B

DESCRIPTION OF PROPERTY
SITUATED IN THE 2ND TAX DISTRICT
OF
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 554 PAGE 577

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

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. 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 89° 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 21 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

PARCEL TWO

Being shown as Parcel C, an access easement to Riva Trace Corporation property, as shown on a plat of subdivision 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. Being bounded and described as follows:

Beginning for the same at a point on the right-of-way line of RIVA TRACE PARKWAY at the end of the N 73° 05' 05" W 128.03 feet, line of the aforesaid plat recorded in Plat Book 99 Page 4; thence with said right-of-way line

1. Along the arc of a circle curving to the left, having a radius of 60.00 feet, a chord bearing and distance of N 16° 54' 55" E 60.00 feet; respectively, an arc distance of 62.38 feet; thence leaving said right-of-way line and with the outline of Parcel C
2. S 73° 05' 05" E a distance of 128.03 feet to the line of division between the aforesaid plats recorded among the land records of Anne Arundel County, Maryland in Plat Book 99 Folio 4 and Plat Book 94 Folio 46. Thence with said line of division
3. S 16° 54' 55" W a distance of 60.00; thence leaving said division line
4. N 73° 05' 05" W a distance of 128.03 feet to the place of beginning

Containing 7,356 square feet or 0.1688 of an acre of land, more or less.

Together with an access easement over Parcel lettered "C" as shown on Plat of Subdivision entitled "Plat 2 of 2, Riva Trace, Planned Unit Development, Section 2", as recorded in Plat Book 99 at Page 4, Plat No. 5129, among the Land Records of Anne Arundel County, Maryland.

5573

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 452

Page No. 422

Identification No. 243720

Dated Aug 9 1982

1. Debtor(s) { Thomas R Wilson
 Name or Names—Print or Type
4403 Sharon Dr Pasadena (AA Co) 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.) <p style="text-align: center;">Termination</p></p>

DJ

RECORD FEE 12.00
 POSTAGE .50
 #542090 C777 R03 T11:36
 04/20/90

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Dated: April 16, 1990

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)

12.50

A.A.C.
15.50

280628

BOOK 554 PAGE 581

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 B.E.K. Enterprises, Inc.
Address 8375 Jumpers Hole Rd, Millersville, Md. 21108

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)

THIS COVERS A CONDITIONAL SALES CONTRACT.

(1) One Melroe Bobcat Model 843 S/N 5037-32756
Flotation Tires 66" C/I Bucket with teeth and one without
teeth

RECORD FEE 11.00

POSTAGE CK .50

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

#642040 C777 R03 711:31

04/20/90

H. ERLE SCHAFER

(If collateral is goods which are or are to become fixtures) The above described goods are to be affixed to: (describe real estate)

HH CO. CIRCUIT COURT

Assignee

Chase Manhattan Leasing Co (Michigan, Inc.)
500 Circle Drive
Buchanan, Michigan 49107

B.E.K. Enterprises, Inc.

X

Kenneth Hoffman Sec/Treas
(Signature of Debtor)

Kenneth Hoffman Sec/Treas.

Type or Print Above Signature on Above Line

JOHN C. LOUIS COMPANY, INC.

Wilmer S. Davison
(Signature of Secured Party)

Wilmer S. Davison, President

Type or Print Above Name on Above Line

11/50

DJ

Anne Arundel County

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 482

Page No. 273

Identification No. 255497

Dated 2/5/85

1. Debtor(s) { Pile Drivers, Inc.
 Name or Names — Print or Type
829 Central Avenue, Linthicum, Maryland 21090
 Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland
 Name or Names — Print or Type
6395 Dobbin Road, Columbia, Maryland 21045
 Address — Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Debtor's name is hereby amended to PDI Construction Corporation

Equipment covered is hereby amended to include the following:

- 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 proceeds (including insurance proceeds) and products of the above-described, Equipment.
- 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 for 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 4. all of the actual books and records pertaining to any of the above-described items of Collateral.

RECORD FEE 10.00

POSTAGE .50

APR 20 07 77 R03 11:29

CK 04/20/90

H. ERLE SCHAFER

CLERK OF THE CIRCUIT COURT

DEBTOR

PDI Construction Corporation
Barbara S. Kight
 (Signature)
Barbara S. Kight, President

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND
Caroline V. Martin
 (Signature of Loan Officer) COMMERCIAL
CAROLINE V. MARTIN BANKING OFFICER
 (Print Name and Title)
6395 Dobbin Road Suite 106
 (Address)
Columbia, Maryland 21045

15.8

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):

EUGENE E. SMITH Eugene E. Smith
Name or Names—Print or Type
114 N. HAMMONDS FERRY RD LINTHICUM, AA, MD 21090
Address—Street No., City - County State Zip Code
114 N. Hammonds Ferry Rd., Linthicum, Md. 21090
KATHLEEN P. SMITH Kathleen P. Smith
Name or Names—Print or Type
114 N. HAMMONDS FERRY RD LINTHICUM, AA, MD 21090
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party:

SEARS, ROEBUCK & CO
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Md. 21207
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

INSTALLED 20 YEAR PRO-RATED FIBERGLASS ROOFING SHINGLES AND FOUR VINYL "SUPER SASH" DOUBLE HUNG REPLACEMENT WINDOWS INSTALLED

4. If above described personal property is to be affixed to real property, describe real property.

114 N. HAMMONDS FERRY RD 114 N. Hammonds Ferry Rd.
LINTHICUM, MD 21090 Linthicum (AA Co) Md. 21090

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

RECORD FEE 13.00
POSTAGE .50
#642110 0777 R03 T11:36
04/20/90

DEBTOR(S):

Eugene E. Smith

Eugene E. Smith
(Signature of Debtor)

(Signature of Debtor)

EUGENE E. SMITH
Type or Print

Type or Print

Kathleen P. Smith
(Signature of Debtor)

(Signature of Debtor)

KATHLEEN P. SMITH
Type or Print
Kathleen P. Smith

Type or Print

SECURED PARTY:

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

SEARS, ROEBUCK & CO
(Company, if applicable)

(Company, if applicable)

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

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 Sears, Roebuck & Co., 6901 Security Blvd., Baltimore, Md. 21207

13.50

A.A
13.50

554 584

2806.31

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):

MR. & MRS. BALAZS NAGY
Name or Names—Print or Type
258 CROSS CREEK DR GLEN BURNIE MD
Address—Street No., City - County State Zip Code 21061

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

MAIL TO:
2. Secured Party:

SEARS ROEBUCK & CO
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Md. 21207
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
① BOW WINDOW, ⑦ VINYL REPLACEMENT WINDOWS
② VINYL SLIDING PATIO DOORS

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING

258 Cross Creek Dr. Glen Burnie (AA Co.) Md. 21061

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 13.00
POSTAGE .50

#642120 C777 R03 T11#37
04/20/90

CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

[Signature]
(Signature of Debtor)
Balazs Nagy
Type or Print

Sears, Roebuck & Co.
(Company, if applicable)

[Signature]
(Signature of Debtor)
Shirley M. Nagy
Type or Print

[Signature]
(Signature of Secured Party)
J.D. Althouse Credit Central Oper. Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Sears, Roebuck & Co. 6901 Security Blvd., Baltimore, Md. 21207

138

A.A.
13.50

Anne Arundel County, MD
FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$1,360,000.00.

1. Name of Debtor(s): Warehouse Equipment Supply Co., Inc.
Address: 12011 Guilford Road, No. 104
Annapolis Junction, MD 20701

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
Clark Forklift Truck, Model GCS-17S, serial number G12700637645

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
RECORD TAX 98.10
POSTAGE CK .40
#642150 0777 R03 T11:38
04/20/90

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor(s): Warehouse Equipment Supply Co., Inc. Secured Party:

[Signature]
Benjamin J. Cowley, President
[Signature]
Neil B. Sherman, Vice President

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*
Dawn G. Tucker, Branch Manager
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11-98,50

554 587

DJ

TERMINATION STATEMENT

Name of Debtor: Lady Leslie Woman's World
Address: Bay Bridge Marketplace
595 Revells Highway
Annapolis, Maryland 21401

Name of Secured Party: Meridian Bank
Address: Seventh and Hamilton Streets
Allentown, Pa 18101

RECORD FEE 10.00

#642200 C777 R03 711:40

04/30/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

The Secured Party no longer claims a security interest under the Financing Statement of the above Debtor recorded in

..... Ann Arundel (County)

Financing Statement No. ...275987.....Bk...536.. Pg 355

Liber Folio

MERIDIAN BANK

By Koren Seibert
Name & Title
Koren Seibert, Supvr.
Secured Party

1500

DJ

TERMINATION STATEMENT

Name of Debtor: Lady Leslie
Address: Bay Bridge Marketplace
595 Revells Highway
Annapolis, Maryland 21401

RECORD FEE 10.00
#442210 CT77 R03 T11:41
04/30/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Name of Secured Party: Meridian Bank
Address: Seventh & Hamilton Street
Allentown, PA 18101

The Secured Party no longer claims a security interest under the Financing Statement of the above Debtor recorded in

.....Ann Arundel..... (County)

Financing Statement No. 275986 Bk 536 Pg 354

Liber Folio

MERIDIAN BANK

By Koren Seibert
Name & Title
Koren Seibert, Supvr.
Secured Party

-150

BOOK 554 PAGE 589

DJ

TERMINATION STATEMENT

Name of Debtor: Lady Leslie, Inc.

Address: R.D.#1, Box 384
Route 173 West
Hampton NJ 08827

RECORD FEE 1.00

Name of Secured Party: Meridian Bank

Address: Seventh & Hamilton Sts
Allentown, PA 18101

RECORD FEE 9.00

The Secured Party no longer claims a security interest under the Financing Statement of the above Debtor recorded in State 0777 R03 T11:41
04/20/90

Ann Arundel (County)

H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

Financing Statement No. 275985, Bk 536 Pg 353

Liber Folio

MERIDIAN BANK

By

Koren Seibert
Name & Title

Koren Seibert, Supvr.
Secured Party

100

280634

554 590

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):
Pavement Recycling, Inc.
7819 Rossville Blvd
Baltimore, MD 21236
MACHINE LOCATED IN ODENTON, MD
ANNE ARUNDEL COUNTY M-35909

(2) Secured Party(ies) (Name(s) And Address(es):
Alban Tractor Co., Inc.
P. O. Box 9595
Baltimore, MD 21237

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

RECORD FEE 11.00
POSTAGE CK .50

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #953 Track Loader S/N 20Z03516

#642250 CTTT R03 T11:4
04/20/1

NOT SUBJECT TO RECORDATION TAX

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Pavement Recycling, Inc.

(By) Joe Bennetta
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]
Alban Tractor Co., Inc.

(By) [Signature]
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

118

BOOK 554 PAGE 591

280635

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): Pavement Recycling, Inc. 7819 Rossville Blvd Baltimore, MD 21236 MACHINE LOCATED IN ODENTON, MD Anne Arundel County, M-35923	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	
(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):	

RECORD FEE 11.00
 For Filing POSTAGE .50
 Officer #642260 0777 R03 T11:43

(5) This Financing Statement Covers the Following types (or items) of property.
 One (1) New Caterpillar Model #D4H Track Type Tractor S/N 8PB03656

CKI 04/20/90
 H. EPLE SCHAFFER
 AA CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) _____ Secured Party(ies) (or Assignees)
 Pavement Recycling, Inc. Alban Tractor Co., Inc.
 (By) Joe Bennadetta-V.P. (By) [Signature]
 Standard Form Approved by N.C. Sec. of State
 and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
 (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

1152

551 5592

280636

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) Grapes, Russell R. DBA C & G Trucking 3156 Beards Point Rd. Davidsonville, MD 21035	2 Secured Party(ies) and Address(es)	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #642270 C777 R03 T11:44
4 This financing statement covers the following types (or items) of property: 1990 International F-9370 w/ 15' Heil dump body Chassis serial #2HTFBABT7LC041162 Body serial #89T244325 "Document not subject to recordation tax conditional sales contract signed by Debtor."		5 Assignee(s) of Secured Party and Address(es) 04/20/90 Associates Commercial Corp. Post Office Box A College Park, MD 20740 H. ERLE SCHAFER 11th Cir. 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: Anne Arundel 1362335

Russell R. Grapes DBA C & G Trucking
 By: *Russell R. Grapes Jr.*
 Signature(s) of Debtor(s)

District International Trucks, Inc.
 By: *William Low Bowdye*
 Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev 12-80

1280

554 RE 593

280637

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

CK

1. Debtor:
PRESIDENTIAL BUILDERS, INC.
Maryland corporation
Address:
c/o Karen G. Connolley
503 Ritchie Highway
Severna Park, Maryland 21146

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK
Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: Marion J. Minker, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of

13⁰⁰3

insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of \$1,045,000.00 and related Loan Agreement executed even date herewith between the Secured Party and the Debtor, which Deed of Trust is recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**, and for the Revolving Loan Second Deed of Trust and Revolving Loan Second Deed of Trust Promissory Note in the amount of \$550,000.00 executed on even date herewith between the Secured Party and the Debtor, which Revolving Loan Second Deed of Trust is recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A**.

Debtor:

PRESIDENTIAL BUILDERS, INC.
a Maryland corporation

By: Karen G. Connolly Pres. (SEAL)
Karen G. Connolly
President

Date: 4/19/96.

s44336ms.fin

EXHIBIT "A"

BOOK 554 PAGE 595

ALL THOSE LOTS OF GROUND situate in the Fourth Election District of Anne Arundel County and described as follows:

Lots 23, 25-43, 53-63, as shown on a plat entitled, First Amended Plat of RIDEN, as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 113, at plat 47.

AND BEING ALL THAT LOT OF GROUND deeded unto PRESIDENTIAL BUILDERS, INC. from Glenn A. Yost by deed dated April 19, 1990 and recorded or intended to be recorded in the Land Records of Anne Arundel County, Maryland.

s44336ms.exa

MR. CLERK:
PLEASE RETURN TO:

BLUMENTHAL, WAYSON, DOWNS &
OFFUTT, PA
P. O. BOX 868
ANNAPOLIS, MD 21404-0868
ATTN: DAVID S. BRUCE, ESQUIRE

280638

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 3000

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Thomas P. Holston

P.O. Box 161
Pasadena, Maryland 21122

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):

1990 Johnson 48NP Motor 2255025

RECORD FEE 11.00

RECORD TAX 21.00

POSTAGE .50

#027990 0345 R01 113:09

CK 04/20/90

H. ERLE SCHAFER

M. CO. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } 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)

Thomas Holston
Thomas Holston

FARMERS NATIONAL
BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

15
21
8

CDF/02-21-89
9794X (514X)
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

554 RE 597

2806.39

To be recorded	Not subject to recordation
(1) in the Land Records	tax
of Anne Arundel County;	
(2) in the Financing Statement	Principal amount is
Records of Anne Arundel County;	\$ 330,000.00
and	
(3) with the Maryland State	
Department of Assessments	
and Taxation	

GK

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:	Mailing Address of Debtor:
<u>Nicolas J. Roper</u>	<u>4 Sands Avenue</u>
<u>Joyce Roper</u>	<u>Annapolis, MD 21403</u>

2. Secured Party:	Address of Secured Party:
STERLING BANK & TRUST CO.,	Suite 201
a bank and trust company	111 East Water Street
organized and existing	Baltimore, Maryland 21202
under the law of Maryland,	

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows,

1400
1733

stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

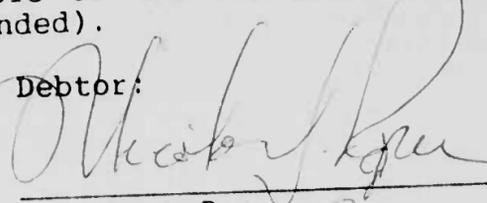
4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

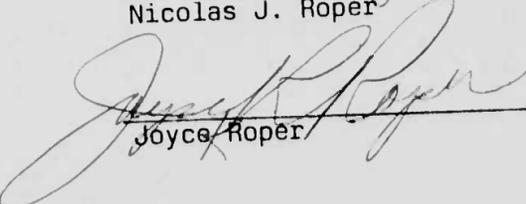
6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$330,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:



Nicolas J. Roper



Joyce Roper

Date: _____, 198__

To the Filing Officer: After this Statement has been recorded, please mail the same to:

EXHIBIT A

Lot No. 4 and Part of Lot No. 3A, (formerly and more properly known as Lot 3), Section C, Annapolis Roads. Said part of Lot No. 3A (formerly and more properly known as Lot 3, being described as follows: BEGINNING for the same at a point on the west side of Otter Lake at the common corner of Lots Nos. 3 and 4, as laid down and shown on the Plat of Section C, Annapolis Roads, dated August 1927, made by J. Revell Carr, Surveyor, which plat is now recorded among the Plat Records of said County in Plat Book 6, folio 2; thence from said point and with a portion of the waterfront line of said Lot 3-A, (formerly and more properly known as Lot 3) North 07 degrees 17' East 28.33 feet to a point on said line, which point marks the end of the first line of that conveyance from Chris D. Diamondidis and Mary, his wife, to Paul R. Beall and wife, by deed dated August 9, 1963 and recorded among the Land Records of Anne Arundel County; thence leaving said line and with and for a line of division now established (the same as in said conveyance to Beall) running westerly across Lot 3-A, (formerly and more properly known as Lot 3) and parallel to and equally distant 28.27 feet from the common boundary line of Lots Nos. 3-A (formerly and more properly known as Lot 3) and 4 as shown on said Plat, North 86 degrees 39' West 181.79 feet to intersect the rear line of Lot 3-A (formerly and more properly known as Lot 3) which binds on a 12 foot driveway; thence with a part of said line, South 25 degrees 23' East 32.24 feet to the south end thereof at the west end of the common boundary line of Lots Nos. 3-A (formerly and more properly known as Lot 3) and 4; and thence with said common boundary line, South 86 degrees 39' East 164.35 feet to the east end thereof and the place of beginning. Being all that portion of Lot No. 3-A, (formerly and more properly known as Lot 3) Section C, Annapolis Roads, lying to the south of the aforementioned new line of division established by a conveyance from Chris D. Diamondidis and Mary, his wife, to Roy J. Shields and Ray J. Shields, by deed dated August 9, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP 1686, folio 194, and the aforesaid conveyance to Beall. Lots 6 and 6A of Section C, as shown on the Plat of Annapolis Roads, duly recorded among the Plat Records of Anne Arundel County, Maryland.

RETURN TO:
Mid-Maryland Title Co., Inc.
79 West Street
Annapolis, MD 21401

To be recorded
(1) in the Land Records
of Anne Arundel County;
✓ (2) in the Financing Statement
Records of Anne Arundel County;
and
(3) with the Maryland State
Department of Assessments
and Taxation

Not subject to recordation
tax

Principal amount is
\$ 88,000.00

RECORD FEE 14.00
POSTAGE .80
#730900 COST NOT TILLAGE
04/23/90

CK H. ERLE SCHAFER
AA CO. CLERK COURT

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:

Mailing Address of Debtor:

Allan Barkdoll
Penny Barkdoll

1622 Oldtown Rd.
Edgewater, MD 21037

2. Secured Party:

Address of Secured Party:

STERLING BANK & TRUST CO.,
a bank and trust company
organized and existing
under the law of Maryland,

Suite 201
111 East Water Street
Baltimore, Maryland 21202

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows,

14⁰⁰
3

stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$ 88,000.00 . The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

Allen Barkdoll
Allan Barkdoll

Penny Barkdoll
Penny Barkdoll

Date: 4-17, 1990

To the Filing Officer: After this Statement has been recorded, please mail the same to:

CDF/02-21-89
9794X (514X)
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

BOOK 554 PAGE 602

FINANCING STATEMENT

by

Allan Barkdoll and Penny Barkdoll Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

~~PLEASE SEE EXHIBIT ATTACHED TO MAKE APPROPRIATE.~~

BEING KNOWN AND DESIGNATED as Lot No. 7 in Block Numbered Three (3) as per Plat of Section A Rose Haven on the Bay, which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 2, now recorded in Plat Book No. 20, folio 6.

SEE EXHIBIT ATTACHED TO MAKE APPROPRIATE.

**END
LIBER**