

LIBER

556



BOOK 556 PAGE 111

MICHAELSON, KRAUSE & FERRIS, P.A.
80 WEST STREET, SUITE 110
P. O. BOX 11
ANNAPOLIS, MARYLAND 21404

S-11935

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275123

RECORDED IN LIBER 533 FOLIO 527 ON 10-28-88 (DATE)

1. DEBTOR

Name E. J. Keyworth, Inc. T/A Herrington Harbour Restaurant
Address Rt. 261, Friendship, Maryland 20758

2. SECURED PARTY

Name Farmers National Bank of Maryland
Address 5 Church Circle, Annapolis, Maryland 21401

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

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00
CK

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>

Dated 3/3/90

Donna J. Stevens
(Signature of Secured Party)

Donna J. Stevens
Type or Print Above Name on Above Line

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. 267304, recorded in Liber 511, folio 455, on May 05, 1987 in Anne Arundel County, Maryland.

1. DEBTOR(S):
 Name(s) Majer Electric Company
 Address(es) 716 Pasadena Road, Pasadena, Maryland 21122

2. SECURED PARTY:
 Name MARYLAND NATIONAL BANK Attn: Ralph E. Hensley
 Address 10 Light Street; 022901; Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.
MAJER ELECTRIC Co., Inc. 841 PASADENARD. PASADENA Md. 21122

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

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

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

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

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

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

8.

RECORD FEE 10.00

POSTAGE *CR* .50

#658080 DT77 R03 T10:45

05/17/90

9. SIGNATURES.

DEBTOR(S)

SECURED PARTY

MARYLAND NATIONAL BANK
By: *Ralph E. Hensley*
Ralph E. Hensley
Assistant Vice President

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(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.

Debtor or Assignor Form

FINANCING STATEMENT

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

Name of Debtor

Address

Atlantic Sailing Yachts of Maryland, Inc.

58 Leeland Road
Edgewater, Maryland 21037

SECURED PARTY

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

Attach separate list if necessary

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

All inventory from time to time consisting of all powerboats (new and used) whether now owned or hereafter acquired, including but not limited to Tollycraft and Aquasport boats, and all sailboats (new and used) whether now owned or hereafter acquired including but not limited to Cal, C & C, Columbia and S2 yachts, together with all of their spars, rigging, sails, tackle, electronic equipment, and other necessities, thereunto appertaining and belong now or hereinafter added to or attached to said items of inventory used in connection therewith, and all substitutions and replacements of said inventory, and the above-named equipment and necessities as evidenced by a ~~Security Agreement~~ Security Agreement of ~~even date herewith~~ 11/11/90

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

RE FILE .50
CK
1990/30 0345 R01 11:22
05/17/90

- 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)

Atlantic Sailing Yachts of Maryland, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: Walter V. Kallaur
Walter V. Kallaur, President

BY: Luanne D. Coker

Type or print names under signatures

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

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT 556 PAGE 04

Roll No. 520 Page No. 267

ID No. 270735

William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

1. Debtor(s)
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party
Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) 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>

RECORD FEE 14.00
POSTAGE 1.50
HTBCHY 0205 R02 11/17/84
05/17/90
H. ERLE SCHAFER
M.D. DISTRICT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. Lot 26, 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: 8/24/89

MERCANTILE MORTGAGE CORPORATION
Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
1864
Paul A. Stuart, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(096-89)

low
p

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____

Page No. 506

Eagle Development Corporation
Name or Names - Print or Type
1. Debtor(s)
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party
114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. Twenty-One Lot 21 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.

RECORD FEE 10.00
POSTAGE .50
#780P10 002 R02 713-34
CK 05/17/90

Dated: June 29, 1985

PROVIDENT BANK OF MARYLAND

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Alex J. Suggert

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(041-89)

10/12

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

280906

556 FILE 06

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 October 27, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Harold D. & Sandra D. Hunt

Address 5440 Greenock Road, Lothian, MD 20711

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700

Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

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

SEE ATTACHED AGREEMENT

RECORD FEE
POSTAGE
\$78.00
CK H. FELDMAN III
ANAPOLIS, MD

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Harold D. Hunt

Type or Print Above Name on Above Line

(Signature of Debtor)

Sandra D. Hunt

Type or Print Above Signature on Above Line

BAY NATIONAL BANK
(Signature of Secured Party)

John J. Feldman, III

Type or Print Above Signature on Above Line

100
120

AGREEMENT

556 PAGE 07

THIS AGREEMENT made this 207 day of October, 1989, by and between CHARLES COUNTY SAND AND GRAVEL COMPANY, INC., a Maryland corporation (the "Tenant"), BAY NATIONAL BANK (the "Lender"), and HAROLD HUNT (the "Landlord").

WHEREAS, the Tenant is the lessee under a certain lease (the "Lease") dated September 12, 1988, from the Landlord, to Tenant, of certain real property, together with the improvements thereon, known as Parcel 66, Map 146, Grid F-1, recorded in Liber 2343, folio 236, in Prince George's County, Maryland, as more particularly described in the Lease (the "Premises");

WHEREAS, the Lender has made a loan of Two Hundred Thousand Dollars (\$200,000.00) to Landlord and secured said loan by a Deed of Trust of even date herewith on the Premises (the "Deed of Trust"); and

WHEREAS, the Lender was unwilling to make the aforesaid loan to Landlord unless the Tenant agreed to this agreement, and the Tenant has so agreed.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and covenant as follows:

1. Tenant agrees to pay all rent jointly to Landlord and Lender.*
2. Should the Premises be transferred to any person or party other than the Landlord by reason of foreclosure of or other proceedings brought pursuant to or under the Deed of Trust, Tenant shall attorn to and be bound to said transferee under all of the terms, covenants and conditions of the Lease for the remaining balance of the term thereof and any extensions or renewals thereof, with the same force and effect as if the transferee was the lessor under the Lease.
3. Unless Tenant is in default under the Lease, the Lease shall not be terminated, nor shall Tenant's use, possession or enjoyment of the Premises be interfered with, by reason of any foreclosure proceeding or other action brought pursuant to or under the Deed of Trust.
4. Each party hereto does hereby agree to execute, acknowledge and deliver to the other such further instruments as may be necessary to effectuate the purposes of this agreement, attornment and nondisturbance, provided said further instruments do not affect the present rights of the parties under the Lease.

*Unless Landlord is in default, and upon notification by Lender, Tenant agrees to pay all rent to Lender.

Handwritten:
HOD
FUC - [Signature]

WITNESS the following hands and seals as of the day and year first above written.

ATTEST:

CHARLES COUNTY SAND AND GRAVEL COMPANY, INC.

[Signature]

By: *[Signature]* (SEAL)
Tenant: Francis H. Chaney, II

ATTEST:

BAY NATIONAL BANK

[Signature]

By: *[Signature]* (SEAL)
Lender: John J. Feldman, III

ATTEST:

HAROLD HUNT

[Signature]

By: *[Signature]* (SEAL)
Landlord: Harold Hunt

RETURN TO:
BAY TITLE COMPANY
P. O. Box 2289
125 West Street, 4th Floor
Annapolis, Maryland 21404-2289
T 4828

TO BE RECORDED AMONG THE
FINANCING RECORDS

556 09

280907

THIS TRANSACTION IS SUBJECT
TO RECORDATION TAXES ON THE
AMOUNT OF \$400,000.00
WHICH HAVE BEEN PAID TO THE
CLERK OF THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY

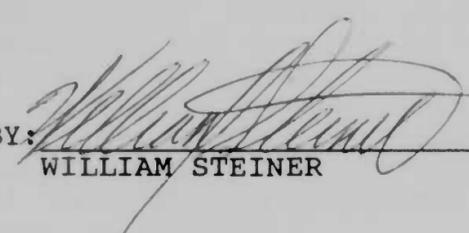
FINANCING STATEMENT

1. DEBTOR(S) WILLIAM STEINER
8025 FORT SMALLWOOD ROAD
BALTIMORE, MARYLAND 21226

2. SECURED PARTY REGAL SAVINGS BANK, F.S.B.
10123 REISTERSTOWN ROAD
OWINGS MILLS, MARYLAND 21117

3. This Financing Statement covers the following types of property: See Exhibit "A" attached hereto and made a part hereof.
4. If the above personal property is to be affixed to real property, describe real property: See Exhibit "B" attached hereto and made a part hereof.
5. Proceeds of collateral are covered.
6. Products of collateral are covered.

DEBTOR(S):

BY: 
WILLIAM STEINER

RECORD FEE 13.00
POSTAGE .50
#781590 C055 R02 T17:29
05/17/90

CK H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;
Dackman, Heyman, Engel & Dackman
2221 Maryland Avenue
Baltimore, Maryland 21218

130
P

EXHIBIT "A"

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, not or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinet, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

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

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interest and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel(s) of land (and the improvements now or hereafter existing thereon) situated in ANNE ARUNDEL COUNTY, Maryland, which said parcel(s) are more fully described:

SEE ATTACHED EXHIBIT "B"

WP/FINSTAT

BEGINNING FOR THE SAME at the intersection of the northwesternmost side of the 20 foot road shown on Acreslee Plat Number 2 filed among the Plat Records of Anne Arundel County in Plat Book 22, folio 19 and the Northernmost side of relocated Rose Anne Road (50 feet wide) as shown on State Roads Commission Plat Number 42339 and as mentioned in the conveyance to Clyde B. Didlake and wife to the State of Maryland to the use of the State Highway Administration by Deed dated December 5, 1973 and recorded among the Land Records of Anne Arundel County in Liber WGL No. 2662, folio 623; and beginning point being distance - with meridian referred to the Maryland State Grid - North 26 degrees 02 minutes 29 seconds East 58.14 feet from a concrete monument previously found at the northeast corner of Lot Number 2 as shown on said Plat Number 2 of Acreslee; said concrete monument being at the end of the third, or North 34 degrees 50 minutes East 112.57 foot line of the conveyance by Esther L. Letmate (unmarried) to Clyde B. Didlake and wife by Deed dated June 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 843, folio 168; thence leaving said beginning point so fixed and the northernmost side of Relocated Rose Anne Road and running with part of the fourth line of said conveyance to Didlake and with the northwesternmost side of said 20 foot road North 25 degrees 53 minutes 15 seconds east 94.05 feet to intersect the southernmost side of Relocated Maryland Route Number 270 (Furnace Branch Road) as shown on the aforementioned State Roads Commission Plat Number 42334; thence leaving the northeasternmost side of said 20 foot road and running with Lines 5, 6, and 7 of Parcel One (b) as shown on the State Roads Commission Plat Number 42339 and with the Southernmost side of Relocated Maryland Route Number 270 - North 28 degrees 49 minutes 25 seconds West 33.87 feet, North 42 degrees 27 seconds West 52.54 feet to intersect the easternmost side of Langley Road (50 feet wide) as shown on said Plat Number 2 of Acreslee and as shown on said State Roads Commission Plat Number 42339; thence leaving the southernmost side of Relocated Maryland Route Number 270 and running with the easternmost side of Langley Road and with part of the first line of said conveyance to Didlake South 27 degrees 16 minutes 21 seconds West 129.50 feet to intersect the Northernmost side of the Relocated Rose Anne Road; thence leaving the outline of said conveyance to Didlake and the Easternmost side of Langley Road and running with the northernmost side of Relocated Rose Anne Road and with the Line 3 of the second parcel (a) as shown on said State Roads Commission Plat No. 42339 -South 64 degrees 33 minutes 25 seconds East 198.59 feet to the place of beginning and containing 0.600 acres, more or less.

556 MAY 12

280969

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)
SHORT RUN LABELS, INC., A DIVISION OF
FAR WEST MARKETING, INC.
812-M OREGON AVENUE
LINTHICUM, MARYLAND 21090

2 Secured Party(ies) and address(es)
P.C. LEASING, A DIVISION OF
PHOENIXCOR, INC.
65 WATER STREET
SOUTH NORWALK, CT. 06854

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 MACHINERY AND EQUIPMENT SET FORTH IN LEASE DATED FEBRUARY 27, 1990 BETWEEN
THE LESSEE AND LESSOR AND LISTED IN THE ANNEXED SCHEDULE A.

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

Tax being paid in the amount of \$105.00 to
Anne Arundel County (taxable debt = \$15,000.00).
Also filing at the State Level.

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

SHORT RUN LABELS, INC., A DIVISION OF
FAR WEST MARKETING, INC.

P.C. LEASING, A DIVISION OF PHOENIXCOR, INC.

By:

Eileen Smith
Signature(s) of Debtor(s)

Title

By:

Patricia A. Furb
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

CK RECORD FEE 21.00
RECORD TAX 105.00
8852380 U010 R01 110:41
05/18/90

DEBTOR/
LESSEE: SHORT RUN LABELS. INC., A DIVISION OF FAR WEST MARKETING. INC.

SECURED PARTY/
LESSOR: P.C. LEASING. A DIVISION OF PHOENIXCOR. INC.

SCHEDULE OF EQUIPMENT
PAGE 1 OF 4 PAGES

ITEM #	QUANTITY	DESCRIPTION
1.	1-	NEW ALLIED FLEXOMASTER 1B LABEL CONVERTING SYSTEM, SERIAL 905504 MODEL 2C071/8; COMPLETE WITH STANDARD AND OPTIONAL EQUIPMENT INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
	1-	BASIC PRESS STRUCTURE, UNWIND, REWIND
	1-	MOTOR AND DRIVE - THREE H.P.
	2-	PRINTING STATIONS (#2 & #3) W/ BALL BEARING PRINT CYLINDERS
	2-	CONSTANT TURNING INK ROLLS/MANUAL
	1-	DRYING STATION
	2-	DIECUTTING STATIONS
	1-	SHEETING STATION
	1-	WASTE WINDUP
	1-	AUTOMATIC EDGE GUIDE
	1-	SECOND REWIND
	1-	MECHANICAL SLITTER WITH 1 BLADE
	1-	DUAL GEARING-1/8 CP & 32 DP
	1-	PREDETERMINED COUNTER/PICKUP
	1-	STROBE LIGHT - AUTOMATIC
	1-	EXT MOUNT UNWIND/SPLICE BLOCK
	6-	BB PRINT CYLINDERS-W052889 32 DP: 2 @ 72T; 3 @ 51T; 1 @ 56T
2.	1-	ROTARY DIE FOR 7" ALLIED - 1 X 3/8
3.	1-	ROTARY DIE FOR 7" ALLIED - 1 X 1/2
4.	1-	ROTARY DIE FOR 7" ALLIED - 1-1/2 X 3/8
5.	1-	ROTARY DIE FOR 7" ALLIED - 1-1/2 X 1/2
6.	1-	ROTARY DIE FOR 7" ALLIED - 1-1/2 X 3/4
7.	1-	ROTARY DIE FOR 7" ALLIED - 1-1/2 X 1
8.	1-	ROTARY DIE FOR 7" ALLIED - 1-3/4 X 1/2
9.	1-	ROTARY DIE FOR 7" ALLIED - 1-3/4 X 3/4
10.	1-	ROTARY DIE FOR 7" ALLIED - 2 X 3/4
11.	1-	ROTARY DIE FOR 7" ALLIED - 2 X 1
12.	1-	ROTARY DIE FOR 7" ALLIED - 2 X 1-1/4
13.	1-	ROTARY DIE FOR 7" ALLIED - 2-3/16 X 5/8
14.	1-	ROTARY DIE FOR 7" ALLIED - 2-3/16 X 1
15.	1-	ROTARY DIE FOR 7" ALLIED - 2-3/16 X 1-1/4
16.	1-	ROTARY DIE FOR 7" ALLIED - 2-1/2 X 5/8
17.	1-	ROTARY DIE FOR 7" ALLIED - 2-1/2 X 1
18.	1-	ROTARY DIE FOR 7" ALLIED - 2-1/2 X 1-1/2
19.	1-	ROTARY DIE FOR 7" ALLIED - 2-11/16 X 1-1/2
20.	1-	ROTARY DIE FOR 7" ALLIED - 3 X 1-1/2
21.	1-	ROTARY DIE FOR 7" ALLIED - 3 X 2

DEBTOR/
LESSEE: SHORT RUN LABELS, INC., A DIVISION OF FAR WEST MARKETING, INC.

SECURED PARTY/
LESSOR: P.C. LEASING, A DIVISION OF PHOENIXCOR, INC.

SCHEDULE OF EQUIPMENT
PAGE 2 OF 4 PAGES

ITEM #	QUANTITY	DESCRIPTION
22.	1-	ROTARY DIE FOR 7" ALLIED - 3-1/2 X 1-1/4
23.	1-	ROTARY DIE FOR 7" ALLIED - 2-1/2 X 4
24.	1-	ROTARY DIE FOR 7" ALLIED - 3-3/8 X 3-7/8
25.	1-	ROTARY DIE FOR 7" ALLIED - 3" SQUARE
26.	1-	ROTARY DIE FOR 7" ALLIED - 2-1/2 SQUARE
27.	1-	ROTARY DIE FOR 7" ALLIED - 2" SQUARE
28.	1-	ROTARY DIE FOR 7" ALLIED - 1-1/2 SQUARE
29.	1-	ROTARY DIE FOR 7" ALLIED - 1-1/4 SQUARE
30.	1-	ROTARY DIE FOR 7" ALLIED - 1" SQUARE
31.	1-	ROTARY DIE FOR 7" ALLIED - 3" CIRCLE
32.	1-	ROTARY DIE FOR 7" ALLIED - 2-1/2 CIRCLE
33.	1-	ROTARY DIE FOR 7" ALLIED - 2" CIRCLE
34.	1-	ROTARY DIE FOR 7" ALLIED - 1-1/2 CIRCLE
35.	1-	ROTARY DIE FOR 7" ALLIED - 1-1/4 CIRCLE
36.	1-	ROTARY DIE FOR 7" ALLIED - 1" CIRCLE
37.	1-	ROTARY DIE FOR 7" ALLIED - 1-1/2 OVAL
38.	1-	ROTARY DIE FOR 7" ALLIED - 2" OVAL
39.	1-	ROTARY DIE FOR 7" ALLIED - 2-1/2 OVAL
40.	1-	ROTARY DIE FOR 7" ALLIED - 3" OVAL
41.	1-	ROTARY DIE FOR 7" ALLIED - 2" SEAL
42.	1-	ROTARY DIE FOR 7" ALLIED - AUDIO CASSETTE 53T 32DP
43.	1-	ROTARY DIE FOR 7" ALLIED - AUDIO CASSETTE 75T 32DP
44.	1-	ROTARY DIE FOR 7" ALLIED - VHS CASSETTE 1-27/32 X 3-3/32
45.	1-	ROTARY DIE FOR 7" ALLIED - VHS CASSETTE 4-1/2 X 3/4
46.	1-	ROTARY DIE FOR 7" ALLIED - 2.4 X 4
47.	1-	ROTARY DIE FOR 7" ALLIED - 1.5 X 2.5
48.	1-	ROTARY DIE FOR 7" ALLIED - 2 X 3
49.	3-	REMOVABLE PERF BLADES 60T 1/8P
50.	2-	REMOVABLE PERF BLADES 51T 32P
51.	2-	REMOVABLE PERF BLADES 72T 32P
52.	1-	7" ALLIED 72T 1/8P ADJ PIN FEED UNIT
53.	1-	7" ALLIED ADJ SLITTER W/4 BLADES
54.	1-	7" ALLIED ADJ SCORING UNIT W/4 BLADES
55.	1-	ANVIL - .001
56.	1-	ANVIL - .0005
57.	4 SET	ADJ PILLOW BLOCKS
58.	7-	KDO ONE COLOR (1/C) PRESSES; COMPLETE WITH STANDARD AND OPTIONAL EQUIPMENT, INCLUDING BUT NOT LIMITED TO: SEVEN (7) EXTRA PLATE CYLINDERS.

DEBTOR/
LESSEE:

SHORT RUN LABELS, INC., A DIVISION OF FAR WEST MARKETING, INC.

SECURED PARTY/
LESSOR:

P.C. LEASING, A DIVISION OF PHOENIXCOR, INC.

SCHEDULE OF EQUIPMENT
PAGE 3 OF 4 PAGES

ITEM #	QUANTITY	DESCRIPTION
59.	1-	KODAK 5060B CAMERA
60.	1-	KODAK 430T DIFFUSION TRANS PROCESSOR
61.	1-	NUARC VIS1418X DEV SINK
62.	1-	NUARC DLV 20 INSPECTION LIGHT
63.	1-	NUARC FS24 FILM SAFE
64.	1-	NUARC 14 X 18 TRAY SET
65.	1-	IMG MKI CHEM BLENDER
66.	1-	XRITE SILVER RECOVERY
67.	8-	ULTRA WHITE SLEEVE
68.	6-	ARM RC STD RED COMPLETE
69.	1-	KELLEIGH 220/230 IN-LINE PROCESSOR
70.	1-	ALTOS 2417M W/8MB RAM & 170 HD COMPUTER SYSTEM, PART #21575: COMPLETE WITH STANDARD AND OPTIONAL EQUIPMENT INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
	10-	PART #24506 -ALTOS 7 TERMINALS
	5-	PART #22600 -AVALON CTP-001 BAR CODE PRINTERS
	5-	PART #22650 -INTERMEC 9510 BAR CODE READERS
	3-	PART #22584 -OKIDATA 320 PRINTERS
	1-	PART #22582 -OKIDATA 393 PRINTER
	1-	PART #26506 -UNINTERRUPTIBLE POWER SUPPLY
	9-	PART #26505 -CP-144 SURGE PROTECTOR
	1-	PART #23750 -US ROBOTICS 2400 BAUD MODEM
	1-	PART #42505 -INFORMIX VERSION 3.3 DATABASE
	10-	PART #10915 -CARTRIDGE TAPE - DC600XTD
	4-	PART #25505 -SHIPPING PRINTER CABLE
	2-	PART #25506 -BARCODE READER/PRINTER CABLE

DEBTOR/
LESSEE: SHORT RUN LABELS. INC., A DIVISION OF FAR WEST MARKETING, INC.

SECURED PARTY/
LESSOR: P.C. LEASING, A DIVISION OF PHOENIXCOR, INC.

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SCHEDULE OF EQUIPMENT
PAGE 4 OF 4 PAGES

<u>ITEM #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
71.	1	ANDERSON AND VREELAND ORBITAL VIII A2 PLATEMAKER
72.	1	VARITYPER DAYLIGHT RC PROCESSOR, MODEL 7140
73.	2	EPICS 6.5 SOFTWARE FOR 310 #600083, SERIAL # 303268-0
74.	6	20/20 TERMINAL GRAPHICS PROM KIT, SERIAL # 30-3405-0
75.	12	EPICS RELEASE 6.5 CPU PROM KIT, SERIAL # 30-3404-0
76.	2	VARITYPER RULING 6.5, SERIAL # 30-3271
77.	2	VARITYPER LP2300, SERIAL # 30-3274
78.	2	VARITYPER SORT/SELECT, SERIAL #250863
79.	2	VARITYPER TELECOMMUNICATIONS EQUIPMENT, SERIAL #LS0864

AND INCLUDING, ON ALL ITEMS, ANY AND ALL ACCESSIONS, ADDITIONS, ATTACHMENTS, IMPROVEMENTS, MODIFICATIONS, REPLACEMENTS AND SUBSTITUTIONS THERETO AND THEREFOR, AND ALL PROCEEDS, INCLUDING INSURANCE PROCEEDS THEREOF AND THEREFROM.

DEBTOR/LESSEE: SHORT RUN LABELS, INC., A DIVISION OF
FAR WEST MARKETING, INC. :

BY: Eileen Smith
TITLE: V.P.

FINANCING STATEMENT

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

556 PAGE 17

- 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 \$ _____

280908

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): K.P.H., Inc. Address(es): 90 Ritchie Highway
Pasadena, Maryland 21122

6. Secured Party: Address: 100 South Charles Street
EQUITABLE BANK, NATIONAL ASSOCIATION Baltimore, Maryland 21201
Attention: Commercial Note Department
Debra Grimm

7. This Financing Statement covers the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all right to the payment of money due or to become due to each Debtor or any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

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

RECORD FEE 11.00
POSTAGE .50
#781930 C055 R02 T14:33
05/18/90

Debtors: K.P.H., Inc.

By: [Signature] (Seal)
John E. Harms, Jr., President

CK H. ENLE SCHAFFER
AA CO. CIRCUIT COURT

_____(Seal) _____(Seal)

_____(Seal) _____(Seal)

_____(Seal) _____(Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

[Signature]

SCHEDULE A

BOOK 556 PAGE 18

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, N.A. and K.P.H., Inc.

Section 7, Collateral Description continued

all right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as 92 Ritchie Highway, Anne Arundel County, Maryland

BEGINNING for the same at an iron pipe in the Southeasterly line of Governor Ritchie Highway, said iron pipe being the place of beginning in the deed from John F. Pumphrey, unmarried, to Guy C. Bopst and Harriett M. Bopst, his wife, dated September 23rd, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 270, folio 58; thence along the Southwesterly line of said Highway South Twenty-eight (28) degrees Sixteen (16) minutes East Fifty-five (55) feet to an iron pipe; thence along the Northwesterly line of a Twenty-five (25) foot right-of-way South Sixty-three (63) degrees Thirty-two (32) minutes West One Hundred Fifty-nine (159) feet to an iron pipe; thence for a division line through the larger tract of which this is a part North Twenty-eight (28) degrees Sixteen (16) minutes West Seventy-two and Eighty-one One Hundredths (72.81) feet to an iron pipe in the Fourth line described in the above mentioned deed; thence along a portion of said Fourth line North Sixty-nine (69) degrees Fifty-four (54) minutes East One Hundred Sixty and Fifty-five One Hundredths (160.55) feet to the place of beginning.

280909

BOOK 556 PAGE 19

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 38,000.00

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

Name of Debtor

Address

Pleasant Plains Turf Farm, Inc.

1839 Pleasant Plains 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 equipment now owned and hereafter acquired by Borrower, and all
proceeds (cash and non-cash) of such equipment.

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

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

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

RECORD FEE 11.00

RECORD TAX 266.00

POSTAGE GK .50

RECORDING NO 1 110-12

08/18/90

H. ERLE SCHOFER

CLERK, CIRCUIT COURT

Debtor (or Assignor)

Secured Party (or Assignee)

Pleasant Plains Turf Farm, Inc.

FARMERS NATIONAL
BANK OF MARYLAND

BY: *Millard B. Horton, Jr.* President -
Millard B. Horton, Jr., President

BY: *Russ J. Selby*

Type or print names under signatures

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

280910

556 REC 20

Debtor or Assignor Form

FINANCING STATEMENT

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

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

Name of Debtor

Address

Pasadena Investment Corporation

3118 Mountain Road
Pasadena, MD 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):

All inventory now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such inventory.

RECORD FEE 11.00
SUBSTANCE CRK .50
ISSUED 03/15/90 11:12
03/18/90

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)

Secured Party (or Assignee)

Pasadena Investment Corporation

FARMERS NATIONAL BANK OF MARYLAND

BY

Edward B. Lauer
Edward B. Lauer, President

BY

Ross Helby

Type or print names under signatures

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

280911

556 21

FINANCING STATEMENT

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

TO BE RECORDED IN THE:

- X. Financing Statement Records of Anne Arundel County, Maryland.
- 2. Land Records of Anne Arundel County, Maryland.

1. NAME AND ADDRESS OF DEBTOR:

FRANCES LUCILLE HALL
695 Americana Drive #24
Annapolis, Maryland 21403

2. NAME AND ADDRESS OF SECURED PARTY:

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

RECORD FEE 11.⁰⁰
POSTAGE .50
11853570 0345 R01 109:26

CK

05/21/90

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

Mortgage between Debtor and George D. Hubbard dated August 9, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3509, folio 604.

4. NOT SUBJECT TO RECORDATION TAX.

DEBTOR:

Frances Lucille Hall
Frances Lucille Hall

RETURN TO:

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

4679

11

280912

556 22

TO BE

NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

INDEMNITY FINANCING STATEMENT

1. Debtor(s):

J. Kent McNew and Nancy McNew
Name or Names—Print or Type

33 Hudson Street, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

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

2. Secured Party:

Annapolis National Bank
Name or Names—Print or Type

2083 West Street, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

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

All of the debtor's right, title and interest in the securities listed in Exhibit "A". See Exhibit A.

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

J. Kent McNew
(Signature of Debtor)

J. Kent McNew
Type or Print

Nancy McNew
(Signature of Debtor)

Nancy McNew
Type or Print

Annapolis National Bank
(Company, if applicable)

[Signature]
(Signature of Secured Party)

C. Terry Adams - Pres
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
L. 1000 Prop. Form F-1

Mid. Maryland Title Co., Inc.
P.O. Box 591
Annapolis, MD 21404 0591

RECORD FEE 12.00
POSTAGE .50

1033150 0310 001 110:39
05/21/90

12
80

Book 556 Page 23

EXHIBIT A

1. 510 shares of stock in the Coastal Air Conditioning Company
2. 100 shares of stock in the Southbound Corporation
3. 100 shares of stock in Ritchie Highway, Inc.
4. 50 shares of stock in M&M Enterprises, Inc.
5. All the debtors' General and Limited Partnership Interests in the Bay Bridge Airport Limited Partnership
6. 50 shares of stock in SSM, Inc.

(MCNEW.EXH)

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

Steven M. West and Linda M. West ; Brothers West, Inc.

1. Debtor(s):

Name or Names—Print or Type
2081 West Street, Annapolis, Anne Arundel County, Maryland 21401
Address—Street No., City - County State Zip Code

Richard E. West and Karen A. West
Name or Names—Print or Type
2081 West Street, Annapolis, Anne Arundel County, Maryland 21401
Address—Street No., City - County State Zip Code

2. Secured Party:

Annapolis National Bank
Name or Names—Print or Type
1959 West Street, Annapolis, Anne Arundel County, MD 21401
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
1. All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.
2. All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.
3. All those items attached hereto as Exhibit A.

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

5. If collateral is crops, describe real estate.

RECORD FEE 15.00

POSTAGE .50

CK

1850550 0345 R01 1/10/16

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTORS:

By: Steven M. West
STEVEN M. WEST

Steven M. West
STEVEN M. WEST

Linda M. West
LINDA M. WEST

Richard E. West
RICHARD E. WEST

Karen A. West
KAREN A. WEST

SECURED PARTY:

Annapolis National Bank
(Company, if applicable)

Michael P. Glump
(Signature of Secured Party)

Michael P. Glump, Exec. Vice President
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 Alan W. Bernstein, Esquire, P.O. Box 591, Annapolis, MD 21404-0591

151
2

SCHEDULE A

556 25

ASSETS

Tire Balancer
Tire Changer
Press
Torches
Puller set
Grinder
Hand tools
Brake lathe
Jacks
Tow Truck
Headlight Machine
Engine Stand
Battery Test Equipment

Safes
Md Inspection Tools
Front End Tools
Cooling Flush Machine
Battery Charger
Tire Repair Equipment
Air Tools & Equipment
Oil Racks
Tire Racks
Landscape
File Cabnets
Phone System
Pay Phone

John Schul

File: Anne Arundel County Financing Statement Records

280914

Principal Amount is \$6,000,000.00. Not subject to recordation tax.

INDEMNITY
FINANCING STATEMENT

556 PAGE 26

This instrument is prepared as, and is intended to be, a Financing Statement complying with the formal requisites therefor as set forth in the Maryland Uniform Commercial Code.

1. The name and address of the debtor ("Debtor") is:

COMMONS PHASE II and COMMONS OFFICE
RESEARCH PARTNERSHIP
c/o Manekin Corporation
120 East Baltimore Street, Suite 1700
Baltimore, Maryland 21202
Attention: General Counsel

2. The name and address of the secured party ("Secured Party") is:

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
c/o American General Investment Corporation
P.O. Box 1375
Houston, Texas 77251
Attention: Senior Vice President

3. This Financing Statement covers the following types of collateral ("Collateral"):

All furniture and furnishings, goods, equipment, property, and fixtures (including, without limitation, all heating, and air conditioning equipment), partitions, dynamos, window screens and shades, drapes, rugs, and other floor coverings, awnings, motors, boilers, furnaces, pipes, plumbing, sprinkler systems, fire extinguishing apparatus and systems, water tanks, and electric machinery and the like, and future replacements, betterments, substitutions and additions thereto, of the Debtor, its successors and assigns, now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Buildings, other improvements or the Land covered by the Indemnity Deed of Trust and Security Agreement from Debtor to Secured Party of even date herewith; all proceeds on sums payable in lieu of or as compensation for the loss of or damage to (1) any property covered hereby, or (2) the real property upon which the said property covered hereby is or may be located, and all rights in and to all present and future fire and/or hazard insurance policies; all awards made by any public body or decreed by any Court of competent jurisdiction for a taking or for degradation of value in any eminent domain proceedings; all of Debtor's right, title, and interest in accounts, chattel paper, and general intangibles and personal property of any kind and character described in and covered by the Indemnity Deed of Trust and Security Agreement from Debtor to Secured Party of even date herewith. All of the Debtor's interest and rights as Lessor in and to all leases now or hereafter affecting the said real property or any part thereof, and/or all rental income, whether payable pursuant to any present or future lease or otherwise, growing out of any occupancy or use thereof; and all bonds,

20.00
.50

OK

11/21/90

10/21/90

2010

20

deposits, letters of credit and any other sums at any time credited by or due from Secured Party to Debtor or any Guarantor, Co-Maker or Surety of Debtor's indebtedness or obligations and held by the Secured Party pursuant to the Indemnity Deed of Trust and Security Agreement or other security instruments from Debtor to Secured Party of even date herewith. The Collateral is or includes fixtures, and is located on the property described on Exhibit "A" which is attached hereto and made part hereof. The record owner of the property is the Debtor shown herein.

- 4. Proceeds of the Collateral are also covered, coverage of proceeds does not authorize sale or other distribution of the Collateral.

This Financing Statement is signed by Debtor on the 16th day of May, 1990.

Debtor:

COMMONS PHASE II, a Maryland general partnership, by its undersigned general partners

BY: M.O.R. COMMONS 2 LIMITED PARTNERSHIP, a Maryland limited partnership, by its sole general partner

BY: RA & DM, INC., a Maryland corporation

WITNESS/ATTEST:

[Signature]

By [Signature] (seal)
Name: Richard M. Alter
Title: Mrs.

BY: COPLEY INVESTORS LIMITED PARTNERSHIP, a Delaware Limited partnership, by its sole general partner

BY: COPLEY MANAGEMENT PARTNERSHIP, a Massachusetts general partnership, by its undersigned managing general partner

BY: COPLEY ADVISORS, INC., a Massachusetts corporation

Julius A. Gull

By [Signature] (seal)
Name: William J. Salisbury
Title: Managing Director

556 28 ✓

COMMONS OFFICE RESEARCH PARTNERSHIP, ✓
a Maryland general partnership, by its
undersigned general partners

BY: M.O.R. COMMONS LIMITED PARTNERSHIP, ✓
a Maryland limited partnership, by its sole
general partner

BY: RA & DM, INC., a Maryland
corporation

WITNESS/ATTEST:

[Signature]

By *[Signature]* (seal)
Name: Richard M. Allen
Title: Pres.

BY: COPLEY INVESTORS LIMITED
PARTNERSHIP, a Delaware Limited
partnership, by its sole general
partner

BY: COPLEY MANAGEMENT
PARTNERSHIP, a Massachusetts
general partnership, by its
undersigned managing general
partner

BY: COPLEY ADVISORS, INC., a
Massachusetts corporation

Julia A. Cull

By *[Signature]* (seal)
Name: William J. Salisbury
Title: Managing Director

AG284\CTYUCC.2\0509901404

EXHIBIT "A"

LEGAL DESCRIPTION

COMMONS PHASE II

Being all of Lot 8R as shown on a plat of Commons Corporate Center, W1-B Industrial Park District, Harmans, Fifth Tax District, Anne Arundel County, Maryland, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 112, Page 18;

Together with those easements and other rights granted pursuant to that certain Declaration Establishing Reciprocal Parking and Access Rights dated May 9, 1986, recorded in Liber No. 4071, Folio 450, among Land Records of Anne Arundel County, Maryland; as amended by i) Amendment to Declaration Establishing Reciprocal Parking and Access Rights dated May 9, 1986, recorded in Liber 4561, Folio 391 among the Land Records of Anne Arundel County, Maryland; ii) Second Amendment to Declaration Establishing Reciprocal Parking and Access Rights dated September 1, 1988, recorded in Liber No. 4692, Folio 562 among the Land Records of Anne Arundel County, Maryland, and iii) Third Amendment to Declaration Establishing Reciprocal Parking and Access Rights dated May 14, 1990, recorded in Liber No. 5087, Folio 105, among the Land Records of Anne Arundel County, Maryland;

Together with those easements and other rights granted pursuant to that certain Declaration of Protective Covenants for Baltimore Commons Business Park, dated November 27, 1974, recorded in Liber No. 2749, Folio 356, among the Land Records of Anne Arundel County, Maryland.

FINANCING STATEMENT

1. To be recorded among the Financing Statement Records.
2. Not subject to Recordation Tax.

DEBTOR: Transcultural Traders, Ltd.
 3461 Rockway Avenue
 Annapolis, Maryland 21403

SECURED PARTY: Morgan Wells
 3301 Shore Drive
 Annap., Md. 21403

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:

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

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

D. Chattel Paper. All of the chattel paper of the 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 the Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of the Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds and products thereof.

E. 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.

Robert Benzinger MAY 18 1990
 DEBTOR: Transcultural Traders, Ltd., by
 Robert Benzinger, President

Mr. Clerk: Please return to Patricia C.
 Trask, Esq., One Cumberland Ct., Annap., Md. 21401

↗

11/50

REC'D FEE 15.00
 RECEIVED
 11/22/90
 CLERK
 1608780 ETTT R03 109:50
 AA CO. CIRCUIT COURT

FINANCING STATEMENT

280916

- 1. _____ To be recorded in the Land Records.
- 2. X To be recorded among the Financing Statement Records.
- 3. _____ Not subject to Recordation Tax.

4. X Subject to Recordation Tax on the initial debt in the principal amount of \$520,281.64. The Debtor certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, that the Recordation Tax on the initial debt has been paid to the Clerk of the Circuit Court for Anne Arundel County. (To be paid at the time of the filing of the Deed of Trust)

5.	<u>Debtors Names</u>	<u>Address</u>
	Historic Inns of Annapolis Limited Partnership	25 West Street Annapolis, Maryland 21401

6.	<u>Secured Party</u>	<u>Address</u>
	JMG Development Company	1487 Tenbury Common Annapolis, Maryland 21401

7. This Financing Statement covers and Debtor hereby grants to secured parties a security interest in, the following property and all proceeds and parts thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

SEE ATTACHED SCHEDULE "A"

HISTORIC INNS OF ANNAPOLIS LIMITED PARTNERSHIP

By: Paul M. Pearson, II Debtor
General Partner

Address where collateral will be located:

The Maryland Inn
Church Circle
Annapolis, Maryland

Robert Johnson House
State Circle
Annapolis, Maryland

Governor Calvert House
State Circle
Annapolis, Maryland

1977A

RETURN TO:

WILLIAM M. SIMMONS
P.O. Box 2266
Annapolis, MD 21404
(File No. 5681.09)

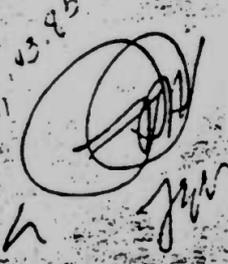
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12/12/84

ATTACHMENT "A"

556 32

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
DESIGNS BY KAREN	2	COBALT BLUE CERAMIC LAMPS W/SHADES		MI	388.00
DESIGNS BY KAREN	2	ENDIRONS, 28" WIDE/DUKE OF GLOUCESTER		MI	385.00
DESIGNS BY KAREN	1	BRASS FIREPLACE FENDER/DUKE OF GLOU		MI	315.00
DBK	2	MAHOGANY TWIN BEDS		MI	280.00
DBK	1	MOHOGANY DESK		MI	150.00
DBK	1	FRUITWOOD SIDE CHAIR		MI	45.00
DBK	1	BEDROOM SUITE: DOUBLE HEADBOARD, FOOTBOARD, DRESSER, VANITY, MIRRO R, BENCH		MI	560.00
DBK	1	MAHOGANY TILT TOP TABLE		MI	140.00
DBK	1	LARGE RECTANGULAR MIRROR		MI	118.00
DBK	1	SMALL CHERRY MIRROR+DELIVERY CHARGES		MI	100.00
DBK	1	MAHOGANY VICTORIAN DRESSER		MI	220.00
DBK	4	VICTORIAN BALLOON BACK CHAIRS		MI	532.00
DBK	4	CHIPPENDALE CENTENNIAL CHAIRS		GC	2070.00
DBK	1	CHERRY VICTORIAN NIGHT STAND		MI	100.00
DBK	107	ORIENTAL LAMPS		RJ	7325.00
DBK	2	BRIDE AND GROOM VICTORIAN ARMCHAIRS		MI	700.00
DBK	48	BLACK LACQUERED QUEEN ANNE SIDE CHAIRS/CROWN AND CRAB ROOM		MI	5904.00
DBK	1	AREA CARPET, 12' X 48', NOCTU RN BLUE, WITH PAD/DUKE OF GLOUCESTER ROOM		MI	905.85
DBK	1	VICTORIAN SOFA & TWO ARMCHAIRS		MI	1673.00
DBK	4	SIDE CHAIRS		GC	1673.00
DBK	1	CENTENNIAL CHIPPENDALE SETTEE W/COMPANION ARMCHAIR		GC	2240.00
DBK	1	INLAID VICTORIAN TABLE		MI	1232.00

381 43.85


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ATTACHMENT "A"

SERIAL NUM LOC

556 33

VENDOR	Q EQUIPMENT U DESCRIPTION A N			
			MI	168.00
			MI	308.00
			RJ	140.00
			GC	330.00
			GC	2800.00
DBK	1 SMALL WINE TABLE			
DBK	0 EMPIRE NITE STAND			
DBK	1 MAPLE WASHSTAND			
DBK	1 VICTORIAN DESK			
DBK	3 HEAVILY CARVED JACOBIAN STYLE ARMCHAIRS (2) AND (1) SIDECHAIR		MI	50.00
			GC	925.00
DBK	1 EMPIRE SIDE CHAIR			
DBK	1 CHIPPENDALE TABLE W/MARBLE TOP		GC	375.00
DBK	1 VICTORIAN SPRINT DESK		RJ	67.00
			RJ	392.00
DBK	1 WINDSOR ARMCHAIR			
DBK	6 FOLK ART SIDE CHAIRS WITH CANE SEATS		RJ	392.00
			MI	380.00
DBK	1 EMPIRE DRESSER			
DBK	1 FEDERAL MAHOGANY WASHSTAND		MI	34.00
DBK	1 PAIR MEXICAN WATERCOLORS		MI	280.00
DBK	1 VICTORIAN MARBLE TOP COCKTAIL TABLE		MI	200.00
DBK	1 PAIR BRASS WALL SCONCES		RJ	112.00
DBK	1 WINDSOR CHAIR		RJ	448.00
DBK	1 EMPIRE CHEST		RJ	560.00
DBK	2 HUNT PRINTS		MI	224.00
DBK	2 GILT GOLD VICTORIAN MIRRORS		MI	1568.00
DBK	1 FRENCH VICTORIAN SIDEBOARD		RJ	336.00
DBK	1 FEDERAL STYLE DRESSER		GC	392.00
			RJ	252.00
DBK	2 CHIPPENDALE MIRRORS		RJ	280.00
DBK	1 1900'S VANITY		RJ	140.00
DBL	1 1900'S ARMOIRE		RJ	364.00
DBK	1 VICTORIAN SIDEBOARD		RJ	336.00
DBK	1 18TH CENTURY DRESSER		GC	168.00
DBK	1 EMPIRE DRESSER			
DBK	1 VANITY CHEST WITH MIRROR		GC	644.00
DBK	1 PAIR 18TH CENTURY COACH LANTERNS		MI	84.00
DBK	1 PAIR CARVED WOODEN CANDLE BRACKETS		RJ	532.00
			GC	45.00
DBK	1 SHERATON DRESSER			
DBK	1 VICTORIAN UPHOLSTERED FOLDING CHAIR			

5326.00

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ATTACHMENT "A"

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VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
DBK	1	CHANDELIER		GC	1120.00
DBK	1	WINDSOR ARMCHAIR		RJ	95.00
DBK	6	CHIPPENDALE SIDE CHAIRS		RJ	940.00
DBK	1	WALNUT SIDE TABLE		RJ	196.00
DBK	1	KERMAN ORIENTAL RUG		RJ	308.00
DBK	1	DOUBLE POSTER HEADBOARD AND FOOTBOARD		RJ	151.20
DBK	1	WINDSOR SIDE CHAIR		RJ	168.00
DBK	1	QUEEN ANNE LOWBOY		RJ	291.00
DBK	1	CHERRY COUNTRY DRESSER		RJ	364.00
DBK	1	EMPIRE DRESSER		RJ	392.00
DBK	1	VICTORIAN REGULATOR CLOCK		RJ	392.00
DBK	1	PAIR BRONZE LAMPS		RJ	73.00
DBK	2	VELVET WING CHAIRS		RJ	616.00
DBK	2	MAHOGANY DRUM TABLES		RJ	213.00
DBK	1	CHERRY COUNTRY NITE STAND		RJ	224.00
DBK	1	CHERRY & MAPLE NITE STAND		RJ	308.00
DBK	1	VICTORIAN LOVESEAT		GC	140.00
DBK	1	JACOBAN STYLE ARMCHAIR		GC	45.00
DBK	1	UPHOLSTERED CHIPPENDALE SOFA		MI	532.00
DBK	1	PAIR GOLD LAMPS WITH REVERSE PAINTING		MI	78.00
DBK	1	18TH CENTURY CHIPPENDALE DESK		GC	2340.00
DBK	1	18TH CENTURY HEPPLEWHITE CARD TABLE		GC	675.00
DBK	1	17TH CENTURY JACOBAN CHEST		GC	1475.00
DBK	1	18TH CENTURY MIRROR		GC	555.00
DBK	1	FERAHAN CARPET 22' X 13'		MI	2465.00
DBK	1	18TH CENTURY HEPPLEWHITE DRESSER		RJ	800.00
DBK	1	FOUR POSTER CHIPPENDALE BED		RJ	615.00
DBK	1	HEPPLEWHITE NITE STAND		RJ	220.00
DBK	1	SHERATON WASH STAND		RJ	300.00
DBK	1	CENTENNIAL CHIPPENDALE DESK		RJ	740.00

16,831.20

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM LOC	COST
DBK	25	MAHOGANY SIDE CHAIRS	RJ	4728.63
DBK	2	MAHOGANY ARMCHAIRS	RJ	447.92
DBK	25	CANDLE STAND TABLES	RJ	2687.50
DBK	11	CANDLE STAND TABLES	MI	1182.50
DBK	12	UPHOLSTERED CHAIRS	RJ	3643.20
DBK	5	UPHOLSTERED CHAIRS	MI	1518.00
DBK	13	WING CHAIRS	RJ	4028.70
DBK	2	18TH CENTURY GILT GOLD CHIPPENDALE MIRRORS	GC	900.00
DBK	12	WING CHAIRS	GC	3360.00
DBK	5	CHIPPENDALE SOFAS	GC	2520.00
DBK	10	LAMPS	MI	760.00
DBK	25	LAMPS	RJ	1900.00
DBK	10	BRASS LAMPS	RJ	560.00
DBK	6	WHITE CERAMIC LAMPS 26"	RJ	456.00
DBK	2	WHITE CERAMIC LAMPS 24"	RJ	140.00
DBK	1	BASS CHANDELIER	MI	364.00
DBK	0	SHIPPING CHARGES OF 1ST PORTION OF DAVIS FURNITURE		835.17
DBK	1	CHIPPENDALE GAME TABLE W/ FOUR CHAIRS	RJ	1512.00
DBK	1	CHIPPENDALE SIDEBOARD	RJ	308.00
DBK	1	MAHOGANY ARMOIRE, ENGLISH	RJ	392.00
DBK	1	CHERRY ARMOIRE, ENGLISH	RJ	476.00
DBK	1	MAHOGANY ARMOIRE, ENGLISH	RJ	1383.20
DBK	1	GLASS, CUT TO MEASURE	RJ	782.00
DBK	129	FRAMED PRINTS	RJ	5702.50
DBK	1	INSTALLATION OF CARPET CROWN & CRAB	MI	1726.21
DBK	1	INSTALLATION OF CARPET DRUMMER'S LOT	MI	1865.92
DBK	1	INSTALLATION OF CARPET ANNE ARUNDEL ROOM	MI	771.68
DBK	1	INSTALLATION OF CARPET HALLWAYS	MI	3057.60
DBK	1	INSTALLATION OF CARPET WALK-OFF MATS	MI	548.63
DBK	1	INSTALLATION OF CARPET GUEST ROOMS 1,017 SQ. YDS	RJ	15865.20

64,422.62

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VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
				RJ	7956.27
DBK	1	INSTALLATION OF CARPET CORRIDORS 519 S. YDS.		GC	2465.00
DBK	1	63 YEAR OLD KHOROSAN HANDWOVEN PERSIAN CARPET 11 X13		RJ	860.83
DBK	0	GLASS TOPS FOR ANTIQUE NITE STANDS DRESSERS & TABLES IN GUEST ROOMS		MI	240.00
DBK	4	SMALL SIDE CHAIRS		MI	55.00
DBK	1	MIRROR		RJ	240.00
DBK	6	FRAMED ANTIQUE PRINTS		RJ	70.00
DBK	2	PHOTOS BY CELIA PEARSON		RJ	105.00
DBK	0	RENTAL TRUCK TO DELIVER 3 ARMOIRES TO THE RJ ROOMS 112, 130 & 230		RJ	174.05
DBK	0	FREIGHT CHARGE TO DELVIER OUTDOOR FURNITURE FOR PATIO		RJ	385.00
DBK	0	ADDITIONAL LABOR CHARGE FOR INSTALLATION OF CARPET		RJ	450.00
DBK	5	BISTRO TABLES		RJ	1120.00
DBK	20	SIDE CHAIRS		RJ	218.00
DBK	1	GOURMET STAND		RJ	112.00
DBK	1	CORNER RACK		RJ	94.96
DBK	0	FREIGHT CHARGES, SHIPMENT OF STANDING LAMPS		MI	67.00
DBK	1	MIRROR WITH GILT GOLD FRAME		RJ	945.00
DBK	4	SLEEP SOFA		RJ	225.00
DBK	0	CHARGE FOR DELIVERY OF FOUR SOFAS		MI	918.00
DBK	0	INSTALL BROWN VELVET SAXONY CARPET		MI	157.00
DBK	1	DECOUPAGE TEAPAPER LAMP		MI	22.40
DBK	1	ANTIQUE BALTIMORE STYLE SIDE CHAIR		MI	50.40
DBK	1	DOUBLE PEDESTAL DROP LEAF COFFEE TABLE		MI	44.80
DBK	1	LITHOGRAPH		MI	78.40
DBK	1	FRAMED PRINT ON CANVAS			

17,054.11



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ATTACHMENT "A"

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VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
DBK	2	MIRRORS		MI	16.80
DBK	2	HEPPLEWHITE SHIELD BACK SIDE CHAIRS		MI	72.80
DBK	3	LITHOGRAPHS		MI	56.00
DBK	1	RECTANGULAR MIRROR		MI	28.00
DBK	1	WING BACK CHAIR		MI	56.00
DBK	1	QUEEN ANNE STYLE WING BACK CHAIR		MI	89.60
DBK	2	VICTORIAN CHAIRS AND SETTEE		GC	72.80
DBK	0	ANTIQUE VICTORIAN SETTEE, 2 ARMCHAIRS, 2 SIDE CHAIRS & 1 OTTOMAN		GC	1625.00
DBK	21	PRINTS/FRAMING		MI	643.82
DBK	13	ANTIQUE PRINTS		GC	173.82
DBK	1	SIDE CHAIR		MI	25.20
DBK	2	COFFEE TABLES		MI	216.16
DBK	1	END TABLE		MI	5.60
DBK	1	OAK SIDE CHAIR		MI	40.32
DBK	1	SEWING CHAIR		MI	28.00
DBK	3	FEDERAL SIDE CHAIRS		MI	252.00
DBK	1	SIDE CHAIR		MI	62.72
DBK	1	DB HEAD & FOOTBOARD		MI	179.20
DBK	1	DESK		RJ	751.41
DBK	2	DBL HEADBOARDS		MI	633.26
DBK	1	NIGHT STAND		MI	265.97
DBK	1	SIDEBOARD		MI	504.10
DBK	1	SIDE CHAIR		MI	189.12
DBK	1	MIRROR		MI	250.79
DBK	0	FOUR WALL SCONCES & TWO CANDELABRAS		MI	560.00
DBK	18	PRINTS		MI	533.48
DBK	1	CHERRY CAND SEAT CHAIR		MI	50.40
DBK	1	SLAB CHAIR		MI	78.40
DBK	1	SET MAHOGANY TWIN BEDS		MI	336.00
DBK	1	DOUBLE BED		MI	112.00
DBK	1	OAK CHAIR		MI	50.40
DBK	1	DROP-LEAF TABLE		MI	78.40
DBK	1	MAHOGANY T.V. TABLE		MI	56.00
DBK	1	WINDSOR CHAIR		MI	67.20
DBK	2	TABLES		MI	84.00
DBK	1	DRUM TABLE		MI	78.40
DBK	1	VICTORIAN CHAIR		GC	67.20
DBK	1	WHITE CERAMIC W/ BEADED FRINGE		GC	168.00
DBK	1	PINK CERAMIC W/ BEADED FRINGE		GC	112.00

81670.37

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ATTACHMENT "A" TO EQUIPMENT LEASE SUPPLEMENT #1

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
DBK	15	SPIRAL CERAMIC, ASSORTED COLORS, W/ SHADES		GC	734.04
DBK	4	SMALL SPIRAL CERAMIC, ASSORTED COLORS, W/ SHADES		GC	176.96
DBK	11	LAMPS W/ CERAMIC SHADES		GC	616.00
DBK	5	CERAMIC GARLAND LAMPS W/ SHADES		GC	364.00
DBK	4	HITCHCOCK CHAIRS		MI	336.00
DBK	1	COFFEE TABLE		MI	67.00
DBK	1	COFFEE TABLE		MI	56.00
DBK	1	TILT TOP TABLE		MI	56.00
DBK	6	ARMOIRES		GC	7983.36
DBK	0	INSTALLATION OF CARPET 1367 SQ/YD		MI	16404.00
DBK	2	WALL FIXTURES		MI	112.00
DBK	4	SLEEP SOFAS		GC	3261.20
DBK	2	SLEEP SOFAS		GC	1852.14
DBK	28	UPHOLSTERED CHAIRS		GC	9556.96
DBK	12	CLUB CHAIRS		GC	3230.28
DBK	14	WING CHAIRS		GC	5048.95
DBK	1	LOUIS XV STYLED UPHOLSTERED CHAIR		GC	440.00
DBK	2	WALL SCONCES, HYDE SUITE MANTLE		MI	168.00
DBK	12	DOUBLE WALL LAMPS		MI	1054.80
DBK	48	TABLE LAMPS		GC	3864.00
DBK	6	STANDING LAMPS		GC	524.10
DBK	4	CHINESE CHIPPENDALE ARMCHAIRS		GC	1446.14
DBK	1	SETTEE		GC	603.46
DBK	1	SIDEBORD		GC	286.72
DBK	2	FRENCH STYLE CHAIRS		GC	604.80
DBK	1	CHIPPENDALE STYLE ARMCHAIR UPHOLSTERED		GC	483.84
DBK	2	DOUBLE HEADBOARDS		GC	784.30
DBK	1	DESK		GC	617.32
DBK	2	MIRRORS		GC	619.86
DBK	8	BUTLER'S TRAY TABLES		GC	1724.80
DBK	78	PHOTOS BY MARION WARREN		GC	6552.00
DBK	0	SHIPPING CHARGES, DAVIS FURNITURE		GC	2108.44
DBK	41	CANDLE STAND TABLES		GC	6396.00
DBK	1	LATE VICTORIAN DESK		GC	246.00
DBK	1	SPOOL CHEST (NITE STAND)		GC	364.00

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
DBK	1	PR. PAPER MACHE LAMPS		GC	56.00
DBK	3	GILT GOLD MIRRORS		GC	258.00
DBK	0	MISCELLANEOUS PRINTS		GC	1157.00
DBK	3	LITHOGRAPHS, UNFRAMED		GC	25.00
DBK	2	PRINTS, FRAMED		GC	75.00
DBK	1	VICTORIAN SIDE CHAIR		GC	112.00
DBK	1	VICTORIAN DESK		GC	475.00
DBK	1	MARBLE TOP VICT. TABLE		GC	263.20
DBK	1	WALNUT VICT. TABLE		GC	232.96
DBK	1	WALNUT VICT. TABLE		GC	252.00
DBK	1	SMALL VICT. MIRROR		GC	35.84
DBK	3	STANDING LAMPS, WROUGHT IRON		GC	168.00
DBK	2	HUNT LITHOGRAPHS		GC	123.20
DBK	1	PRINT		GC	69.44
DBK	1	PINE VICTORIAN BED		GC	330.00
DBK	1	WALNUT VICTORIAN BED		GC	440.00
DBK	1	BURLED VICTORIAN BED		GC	308.00
DBK	1	PINE VICTORIAN BED		GC	555.00
DBK	1	WALNUT VICTORIAN BED		GC	590.00
DBK	1	WALNUT VICTORIAN BED		GC	440.00
DBK	1	VICTORIAN LOVESEAT AND CHAIR		GC	225.00
DBK	1	EARLY EMPIRE LOVESEAT		GC	115.00
DBK	2	VICTORIAN PRINTS		GC	125.00
DBK	1	CANDLESTAND		GC	123.00
DBK	1	ROSEWOOD VICTORIAN BED		GC	560.00
DBK	1	MARBLE TOP VICTORIAN STAND		GC	168.00
DBK	1	FRAMED MEZZOTINT		GC	174.00
DBK	1	FRAMED MEZZOTINT		GC	308.00
DBK	1	OGEE MIRROR		GC	112.00
DBK	2	FRAMED CURRIER & IVES PRINTS		GC	196.00
DBK	2	KELLOGG SILHOUETTE LITHOGRAPHS		GC	112.00
DBK	2	STIPPLED ENGRAVINGS, 18TH CENT.		GC	112.00
DBK	1	UNFRAMED MEZZOTINT		GC	225.00
DBK	1	BRASS AND CRYSTAL CHANDELIER		GC	885.50
DBK	1	FRAMED PRINT		GC	140.00
DBK	1	PAIR VASES		GC	140.00
DBK	0	LAMPS/SHADES		MI	5041.12

[Handwritten signature]

ATTACHMENT "A"

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM LOC	COST
DBK	12	ONYX LAMPS	GC	1008.00
DBK	46	BRASS LAMPS	GC	3680.00
DBK	3	LARGE BRASS	GC	270.00
DBK	45	ITALIAN CERAMIC	GC	3780.00
DBK	1	MIRROR WITH GOLD FRAME	GC	50.00
DBK	1	DECORATIVE WALL SHELF WITH MIRROR	GC	128.00
DBK	1	HEPPLEWHITE STYLE DESK	GC	400.00
DBK	1	WALNUT SIDE TABLE	GC	325.00
DBK	1	MAHOGANY EMPIRE MIRROR	GC	115.00
DBK	2	TABLES FOR TELEVISIONS	MI	135.00
DBK	1	PEMBROKE TABLE	MI	95.00
DBK	2	SIDE CHAIRS	MI	135.00
DBK	1	LADDERBACK ARMCHAIR	MI	85.00
DBK	0	MISCELLANEOUS FRAMED PRINTS	GC	215.00
DBK	1	LADDERBACK SIDE CHAIR VICT.	GC	140.00
DBK	1	UPHOLSTERED VICTORIAN SIDE CHAIR	GC	90.00
DBK	1	DOUBLE GILT GOLD FRAME	GC	112.00
DBK	1	VICTORIAN SIDE CHAIR	GC	17.00
DBK	1	MAHOGANY VICTORIAN DESK	GC	253.00
DBK	1	SMALL PEDESTAL BASE SIDE TABLE	GC	61.00
DBK	1	SMALL PEDESTAL BASE SIDE TABLE	GC	70.00
DBK	0	DELIVERY DAVIS FURNISHINGS	MI	518.75
DBK	0	DELIVERY OF DAVIS FURNISHINGS	RJ	772.50
DBK	1	MAHOGANY DESK	GC	392.00
DBK	1	ORIENTAL LAMP	GC	224.00
DBK	1	VICTORIAN MIRROR	GC	196.00
DBK	1	VICTORIAN SIDE CHAIR	GC	150.00
DBK	1	6. X 9 CARPET	GC	400.00
DBK	0	LAMP DELIVERY	GC	114.04
DBK	0	CHAIR DELIVERY	GC	139.15
DBK	1	SHERATON SIDEBORD	GC	2576.00
DBK	0	DELIVERY CHARGES FOR 6 ARMOIRES, 28 CHAIRS AND 5 SOFAS	GC	1206.39
DBK	1	TAPESTRY	MI	375.00

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
DBK	1	ANTIQUE MAP		GC	560.00
DBK	8	REPRODUCTION FRENCH CHERRY SIDE CHAIRS, UPHOLSTERED		GC	1935.36
DBK	2	REPRODUCTION FRENCH CHERRY SIDE CHAIRS, CANE BACK		GC	508.48
DBK	2	REPRODUCTION FRENCH CHERRY DINING ROOM TABLES		GC	1984.64
DBK	2	REPRODUCTION FRENCH CHERRY SIDEBOARDS		GC	2777.60
DBK	4	REPRODUCTION FRENCH CHERRY NITE STANDS		GC	1706.88
DBK	2	REPRODUCTION FRENCH CHERRY DESKS		GC	1684.48
DBK	2	REPRODUCTION FRENCH CHERRY TELEVISION CABINETS		GC	1096.48
DBK	2	REPRODUCTION FRENCH CHERRY QUEEN HEADBOARDS		GC	784.00
DBK	2	REPRODUCTION FRENCH CHERRY COCKTAIL TABLES		GC	336.00
DBK	0	FREIGHT CHARGES		GC	324.34
DBK	41	FREIGHT CANDLESTAND TABLES		GC	112.44
DBK	2	UPHOLSTERED VICTORIAN ARMCHAIRS		GC	615.00
DBK	0	FREIGHT CHARGES FOR DELIVERY OF WOODARD OUTDOOR FURNITURE		GC	321.75
DBK	0	FREIGHT CHARGES, DELIVERY OF TUB CHAIRS ON CASTERS & 14 WING CHAIRS		GC	164.73
DBK	0	FREIGHT TO DELIVER BRASS AND CRYSTAL CHANDELIER		GC	56.47
DBK	50	PLEATED SHADES FOR CERAMIC LAMPS		GC	1047.00
DBK	1	PAIR BRASS SCONCES		GC	100.80
DBK	1	BRASS CHANDELIER		GC	364.00
DBK	1	CRYSTAL CHANDELIER FOR ENTRY		GC	700.00
DBK	6	SILK SHADES FOR STANDING LAMPS		GC	117.60
DBK	0	DELIVERY & INSTALLATION OF CARPET TO HOTEL ROOMS 1625 YDS		GC	26162.50

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ATTACHMENT "A" TO EQUIPMENT LEASE SUPPLEMENT #1

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
DBK	5	DELIVERY & INSTALL. OF CARPET MEETING ROOMS 193 YDS		GC	3045.54
DBK	0	DELIVERY & INSTALL. OF CARPET SALES OFFICE 77 YDS		GC	1543.08
DBK	0	DELIVERY & INSTALL. OF CARPET BUSINESS OFFICE 62 YRDS		GC	885.36
DBK	0	DELIVERY & INSTALL. OF CARPET BALLROOM, ELEVATORS, CORR. 1147 YARDS		GC	30601.96
DBK	0	DELIVERY & INSTALL. OF CARPET ADDITIONAL LABOR, BALLROOM		GC	700.00
DBK	0	DELIVERY & INSTALL. INNER LOBBY 93 YARDS		GC	3095.97
DBK	0	DELIVERY & INSTALL. ATRIUM PLATFORM		GC	125.00
DBK	0	DELIVERY & INSTALL. ANTIQUUE ROOMS 8 ORIENTALS		GC	1972.32
DBK	0	PRINTS		MI	93.25
DBK	0	FRAMING		MI	452.36
DBK	1	VICTORIAN MANTEL, CHERRY		GC	67.20
DBK	1	AMERICAN EMPIRE SECRETARY BOOKCASE, MAHOGANY		GC	588.00
EDWARD DANN DESIGN	1	72 YDS WOVEN SISAL CARPETS	LM001	GC	1436.40
EDWARD DANN DESIGN	2	ROUND DINING TABLE	LM200	GC	414.00
EDWARDE DANN DESIGN	4	DINING SIDE CHAIR	LM201	GC	270.00
EDD	4	DINING ARM CHAIR	LM202	GC	315.00
EDD	5	ROUND DINING TABLE	OT200	GC	1035.00
EDD	10	DINING SIDE CHAIR	OT201	GC	675.00
EDD	10	DINING ARM CHAIR	OT202	GC	787.50
EDD	1	TUFTED CARPET	MR001	GC	2085.00
EDD	1	TUFTED CARPET	MR002	GC	3491.70
EDD	300	STACKING CHAIR	MR200	GC	13500.00
EDD	25	ELLIPTICAL TABLE	MR202	GC	6063.75
EDD	4	WALL BED SYSTEM	C200	GC	7123.92
EDD	3	RECTANGUALR TABLE	C201	GC	2376.00

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ATTACHMENT "A"

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VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
EDWARD DON & COMPANY	1	SANDWICH SALAD REFRIGERATOR	3E1357	MI	870.45
EDWARD DON	1	GRIDDLE	1X0276	MI	653.00
EDWARD DON	1	REFRIGERATOR W/GLASS DOORS	E067T	MI	3094.93
EDWARD DON	1	DISHWASHER WITH CABINET	2E4611	MI	2299.90
EDWARD DON	1	FREIGHT CHARGES FOR REFRIGERATOR			255.70
LEBOW RESTAURANT	1	WALK-IN FREEZER 6' X 8' X 6' 6"		MI	2746.74
CORT	5	30x60 OAK DESK		GC	695.00
CORT	5	SECRETARY DESK		GC	1245.00
CORT	1	OPEN BOOKCASE	T70000J	GC	89.00
CORT	5	SECRETARIAL CHAIR	C12023C6	GC	395.00
CORT	12	TAN STACK CHAIR		GC	420.00
CORT	10	FLOOR MATS W/LIFETIME GUARANTEE		GC	390.00
CORT	10	SOUNDPROOF SCREENS	N60668684	GC	2290.00
CORT	5	EXECUTIVE CHAIR	C17023CU	GC	445.00
CORT	1	CREDENZA, 71X36 DESK, HIGH BACK CHAIR, FLOORMAT		GC	789.00
CORT	3	4-DRAWER LEGAL SIZE FILE CABINET W/LOCK		GC	357.00
DBK	110	DRAPERY TREATMENTS		GC	32177.29
DBK	76	WINDOW TREATMENTS		RJ	16021.89
DBK	71	WINDOW TREATMENTS		MI	15524.01
DBK	1	MAHOGANY DESK W/LEATHER TOP-RECEPTION ROOM		GC	1120.00
DBK	1	BRASS MIRROR W/BEVELED GLASS		GC	227.00
DBK	1	NEST OF MAHOGANY ORIENTAL TABLES		GC	728.00
DBK	4	ANTIQUE JACOBIAN STYLE SIDE CHAIRS, RM. 216		GC	197.12
DBK	1	9X12 HANDMADE INDO-KASHAN PERSIAN CARPET-RECEPTION ROOM		GC	2464.00

*** Total.***

470757.60

ATTACHMENT "A"

VENOR	U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	CCET
DESIGNMARK	1	AQUAMATIC 15'X11' ISLAND STYLE WASH DOWN VENTILATOR+LABOR AND FREIGHT		GC	27896.00 ✓
DESIGNMARK	1	MAINLINE VINYL SHELVING		GC	2466.00 ✓
DESIGNMARK	1	9'7"X23'X7'6" COMBO WALK-IN REFRIGERATOR-FREEZER 1.5HP AND 2HP MOTOR		GC	12986.00 ✓
DESIGNMARK	1	GLENCO REACH IN REFRIGERATOR WITH EXTERIOR THERMOMETER	SHA-22-TE	GC	1315.00 ✓
DESINGMARK	2	SECO DUNNAGE RACKS	8833	GC	184.00 ✓
DESINGMARK	1	ADVANCED EQUIPMENT A8006 HAND TRUCK		GC	115.00 ✓
DESINGMARK	1	HOSART RECEIVING SCALE W/FACTORY CALIBRATION	41-3132	GC	550.00 ✓
DESIGNMARK	10	SECO DRV-3-1818X RACKS		GC	3070.00 ✓
DESIGNMARK	3	GLENCO ROLL-IN REFRIGERATORS		GC	6333.00 ✓
DESIGNMARK	1	STAINLESS STEEL L-SHAPED VEGETABLE PREP SINK WITH S.S. UNDERSHELF		GC	1236.00 ✓
DESIGNMARK	1	24" X 72" GALVANIZED CEILING MOUNTED POT RACK		GC	153.00 ✓
DESIGNMARK	1	24X9 STAINLESS STEEL UNDERSHELF 10X9 S.S. OVERSHELF & UTENSIL DRAWERS		GC	621.00 ✓
DESIGN MARK	1	GUARDIAN FIRE SYSTEM		GC	1400.00 ✓
DESIGN MARK	1	BLODGETT LTO-2 COOK AND HOLD OVEN		GC	4238.00 ✓
DESIGN MARK	1	GROEN DEET-4-20 20 GALLON TILTING KETTLE		GC	4449.00 ✓
DESIGN MARK	1	GROEN CFFC-4 TILTING SKILLET		GC	3800.00 ✓
DESIGN MARK	1	GROEN CS-12F SPREADER WITH SINK AND FAUCET		GC	717.00 ✓
DESIGN MARK	1	GROEN G63-EF STAM COCKER		GC	2522.00 ✓

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ATTACHMENT "A"

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
DESIGN MARK	1	AM. MTL FAB CUSTOM 30"X9'0": S/S HOT FOOD TABLE		GC	1115.00
DESIGN MARK	1	SOUTH BEND 270 INFRA-RED BROILER		GC	4314.00
DESIGN MARK	1	PITCO 148A FRYER NATURAL GAS		GC	833.00
DESIGN MARK	1	WOLF KKCHSS-8-299-HT-2 RANGE		GC	2872.00
DESIGN MARK	1	DUKE 7202-7230 30" X 72" STAINLESS STEEL WORKTABLE		GC	324.00
DESIGN MARK	1	DUKE 7202-4830 30" X 48" STAINLESS STEEL WORKTABLE		GC	257.00
DESIGN MARK	1	HOBART HOE-15-100A SCALE		GC	871.00
DESIGN MARK	1	ROBOT COUPE R4S FOOD PROCESSOR		GC	1941.00
DESIGN MARK	1	SECO STAINLESS STEEL FOOD CUTTER TABLE		GC	345.00
DESIGN MARK	1	HOBART A200T BENCH MIXER		GC	2003.00
DESIGN MARK	1	SECO MX-29-TSS STAINLESS STEEL MIXER TABLE		GC	427.00
DESIGN MARK	1	DUKE 346 30" X 72" S/S BAKERS TABLE		GC	929.00
DESIGN MARK	1	DUKE 1156-7210 10" X 72" S/S WALL SHELF		GC	174.00
DESIGN MARK	1	DUKE 7202-6030 30" X 60" COMPOSITION TOP WORK TABLE		GC	471.00
DESIGN MARK	1	AM MTL FAB CUSTOM 30"X60" S/S WORK TABLE WITH SINK AND FAUCET		GC	729.00
DESIGN MARK	1	SECO EXHI-1468-3 INSULATED PROOFING CABINET		GC	1278.00
DESIGN MARK	1	BLODGETT 962 BAKE AND ROAST OVEN		GC	2286.00
DESIGN MARK	1	ISE SS300112B DISPOSER WITH MANUAL REVERSING SWITCH		GC	1126.00
DESIGN MARK	1	FISHER 2010 PRE-RINSE		GC	124.00
DESIGN MARK	1	AM MTL FAB CUSTOM L-SHAPED 3-COMPARTMENT POT SINK		GC	1907.00

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ATTACHMENT "A"

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
DESIGN MARK	1	SECO ICB-140 MOBILE ICE BIN WITH LEVELER		GC	729.00 ✓
DESIGN MARK	1	SECO 8909 POT AND PAN RACK		GC	674.00 ✓
DESIGN MARK	7	SECO 402 RACK DOLLIES		GC	609.00 ✓
DESIGN MARK	2	CADDY T135 BANQUET COVER DISPENSERS		GC	556.00 ✓
DESIGN MARK	3	CADDY TH-130 HEATED PLATE DISPENSERS		GC	1275.00 ✓
DESIGN MARK	1	AM MTL FAB CUSTOM 30"X96" S/S WORK TABLE WITH SINK & FAUCET		GC	695.00 ✓
DESIGN MARK	1	TOASTMASTER TP22 TOASTER		GC	329.00 ✓
DESIGN MARK	6	SECO 2S-1828-2SK UTILITY CARTS		GC	870.00 ✓
DESIGN MARK	1	AM MTL FAB CUSTOM 24"X72" S/S WORK TABLE WITH SINK & FAUCET		GC	734.00 ✓
DESIGN MARK	2	AM MTL FAB CUSTOM WORK TABLES 24"X48		GC	736.00 ✓
DESIGN MARK	1	CUBEMASTER CMA300-250 ICE FLAKE MACHINE		GC	1539.00 ✓
DESIGN MARK	1	DUKE 7203-108 30"X9'0" S/S WORK TABLE		GC	349.00 ✓
DESIGN MARK	1	BERKEL 808 SLICER		GC	1428.00 ✓
DESIGN MARK	2	SECO HS-15-2H HAND SINKS		GC	314.00 ✓
DESIGN MARK	1	DUKE 7202-4824 24"X48" S/S WORK TABLE		GC	243.00 ✓
DESIGN MARK	2	SECO OTR-6-2310KD TRAY RACKS		GC	642.00 ✓
DESIGN MARK	1	HOBART M1310T MICROWAVE OVEN		GC	1503.00 ✓
DESIGN MARK	1	AM MTL FAB CUSTOM S/S CLEAN & SOILED DISH TABLE		GC	2658.00 ✓
DESIGN MARK	1	AM MTL FAB CUSTOM SILER SOAK SINK		GC	353.00 ✓
DESIGN MARK	1	CRESCENT 134-CDD-US HOT FOOD CABINET		GC	1625.00 ✓
DESIGN MARK	3	CADDY T130 DISH DISPENSERS		GC	1002.00 ✓

1540 AMERICAN
FURNITURE & HOMEWARES
12/12/84

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ATTACHMENT "A"

VENDOR	Q	EQUIPMENT	SERIAL NUM	LOC	COST	
	U	DESCRIPTION				
	A					
	N					
DESIGN	1	HOT FOOD BOXES BQI		GC	1472.00	v
MARK		BANQUET WARMING CART				
DESIGN	1	HOT FOOD BOXES BQS		GC	1224.00	c
MARK		BANQUET WARMING CART				
DESIGN	1	ISE SS-100-5		GC	615.00	c
MARK		DISPOSER				
DESIGN	1	FISHER 2010		GC	124.00	c
MARK		PRE-RINSE				
*** Total ***					120675.00	

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ATTACHMENT "A"

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
WILLMAR	3	ARCHETECTURAL BRONZE VEEP	VP300-AS	GC	1031.82
WILLMAR	1	B&H OVERHEAD PROJECTOR		GC	296.50
WILLMAR	1	KODAK AF-2 PROJECTOR W/O LENS		GC	388.75
WILLMAR	1	PLATT 1616 CASE FOR AF-2		GC	34.00
WILLAMR	3	LUXOR AVJ-42 ADJUSTABLE CART		GC	407.00
WILLMAR	10	HEAVY DUTY EASEL	BQ-0021	GC	630.00
WILLMAR	2	ALL PURPOSE EASEL INC. FREIGHT	BQ0022	GC	267.00
WILLMAR	2	MAID TRUCK		GC	480.12
WILLMAR	3	COFFEE BREAK TABLE	BQ-0115	GC	1476.07
WILLMAR	1	WG MARCHAND DE BEEF	BQ0020	GC	371.50
WILLMAR	1	MARCHAND HEAT LAMP	BQ0022	GC	156.50
WILLMAR	1	MEAT HOLDER	BQ0021	GC	61.23
WILLMAR	1	OVAL TRAY STORAGE RACK	BQ-3011	GC	399.65
WILLMAR	1	ADMIRAL FLOOR LECTURN	BQ-0050	GC	402.50
WILMAR	1	LECTURN BUMPER GUARDS	BQ0051	GC	19.00
WILLMAR	1	12" MICROPHONE GOOSENECK	BQ0054	GC	5.50
WILLMAR	1	MICROPHONE BASE	BQ-0056	GC	2.25
WILLMAR	1	CLASSIC LECTURN WITH BASE METACOLOR MATERIAL	BQ-0057	GC	460.00
WILLMAR	1	LECTURN BUMPER GUARD	BQ0058	GC	19.00
WILLMAR	1	12" MICROPHONE GOOSENECK	BQ0061	GC	5.60
WILLMAR	1	MICROPHONE BASE	BQ0063	GC	2.25
WILLMAR	1	QUILTED COVER-HALF SIZE	BQ0064	GC	24.75
WILLMAR	1	QUILTED COVER-FULL SIZE PLUS FREIGHT FROM BARRY CLEVELAND	BQ0065	GC	67.83
WILLMAR	1	115V UPRIGHT VACUUM	006830	GC	302.79
WILLMAR	1	120V SPACE VAC PLUS SHIPPING FROM CLARKE	002719	GC	915.47
WILLMAR	1	115V CLIPPER, RACKS AND TRANSPORTATION		GC	451.90
WILLMAR	1	TEAK DANCE FLOOR PLUS ACCESSORIES		GC	3839.11
WILLMAR	6	2-TIERED BANQUET/BUFFET TABLE	BQ0117	GC	2323.20
WILLMAR	5	ATLAS I ADJUSTALBE STAGE (7EX16) IN BURGANDY	BQ0350B	GC	3811.50

ATTACHMENT "A"

Q	U	A	N	SERIAL NUM	LOC	COST
2	ATLAS I BURGANDY	BQ0353	GC	397.10		
6	MARVEL BLACK	BQ0356	GC	1023.00		
0	SHIPPING CHARGES		GC	386.22		
2	30"X75" METAL BED		GC	244.80		
2	CASTERS FOR HAND		GC	159.79		
6	60" DIAMETER FOLDING		GC	486.70		
6	30" FOLDING TABLE		GC	402.30		
24	30 X 90 FOLDING		GC	2008.80		
36	18 X 96 FOLDING		GC	2478.60		
12	30 X 72 FOLDING		GC	885.60		
24	18 X 72 FOLDING		GC	1436.40		
6	30 X 30 FOLDING		GC	324.00		
10	FOLDING CRESCENT		GC	1174.50		
24	36" ROUND FOLDING		GC	1792.80		
0	FREIGHT CHARGES ON			37.10		
11	POKER CHIP STYLE		GC	2536.50		
104	PLASTIC SANI-STACKS		GC	2478.15		
8	STYLE OLT TRUCK	HK-4260	GC	4836.45		
4	CHAFFER	BQ0400	GC	1222.00		
2	12" CREPE PAN	RS4110	GC	140.00		
2	15" CREPE PAN	RS4120	GC	240.00		
4	ROOM SERVING TABLE	RS5820	GC	920.00		
1	FOOD CARRIER	RS5821	GC	145.00		
12	1 GAL CHAFER	WI-0003	GC	2700.00		
10	FOOD PAN	WI-0004	GC	215.00		
2	MARMITE CHROME	WI-0000	GC	400.00		
	STATION					

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ATTACHMENT "A"

VENDOR	Q EQUIPMENT U DESCRIPTION A N	SERIAL NUM	LOC	COST
DESIGN BY KAREN	6 RICE POSTER BEDS		RJ	5304.27
DESIGN BY KAREN	10 QUEEN HEADBOARDS		RJ	2963.90
DESIGN BY KAREN	5 KING HEADBOARDS		RJ	1861.76
DESIGN BY KAREN	4 DOUBLE HEADBOARDS		RJ	1185.56
DESIGN BY KAREN	12 NITE STAND TABLES		RJ	3009.44
DESIGN BY KAREN	24 NITE STAND TABLES		RJ	5282.64
DESIGN BY KAREN	21 DESKS		RJ	11290.13
DESIGN BY KAREN	23 MIRRORS		RJ	5593.51
DESIGN BY KAREN	1 CRIPPLEGATE DRESSER		RJ	668.74
DESIGN BY KAREN	1 HEPPLEWHITE SHIELD BACK ARMCHAIR		RJ	34.00
DESIGN BY KAREN	1 TESTER BED, DOUBLE		RJ	168.00
DESIGN BY KAREN	1 MIRROR W/GILT GOLD FRAME		RJ	34.00
DESIGN BY KAREN	1 FOUR POSTER BED, DOUBLE		RJ	123.00
DESIGN BY KAREN	1 MIRROR W/CHIPPENDALE MAHOGANY FRAME		RJ	34.00
DESIGN BY KAREN	1 18TH CENTURY SHAVING MIRROR		RJ	84.00
DESIGN BY KAREN	11 PRINTS, FRAMED		RJ	245.00
DESIGN BY KAREN	1 WALNUT FRAME		RJ	39.00
DESIGN BY KAREN	1 VICTORIAN LADIES DESK		RJ	550.00
DESIGN BY KAREN	1 SMALL GOLD MIRROR		RJ	106.00
DESIGN BY KAREN	1 FRENCH PRINT W/GOLD FRAME		RJ	67.00
DESIGN BY KAREN	2 FRENCH PRINTS		RJ	50.00
DESIGN BY KAREN	1 BURNT OGEE MIRROR		RJ	84.00
DESIGN BY KAREN	2 SMALL PRINTS		RJ	33.00
DESIGN BY KAREN	1 ENGLISH OVAL PRINT		RJ	28.00
DESIGN BY KAREN	9 PRINTS		RJ	306.00



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ATTACHMENT "A"

VENDOR	Q EQUIPMENT U DESCRIPTION A N	SERIAL NUM	LOC	COST
DESIGN BY KAREN	1 BLACK PAINTED SIDE CHAIR		RJ	89.00
DESIGN BY KAREN	2 PRINTS		RJ	90.00
DESIGN BY KAREN	1 ETCHING OF QUEEN MARY		RJ	45.00
DESIGN BY KAREN	2 BRISTOL VASES		RJ	112.00
DESIGN BY KAREN	1 PRINT, WILLIAM OF ORANGE		RJ	252.00
DESIGN BY KAREN	1 PRINT, WASHINGTON AT HOME		RJ	308.00
DESIGN BY KAREN	4 COUNTRY PAINTED CHAIRS		RJ	448.00
DESIGN BY KAREN	1 EMPIRE SECRETARY (DESK/DRESSER)		RJ	728.00
DESIGN BY KAREN	1 WALNUT/CHERRY CHEST		RJ	504.00
DESIGN BY KAREN	1 WALNUT CHEST		RJ	644.00
DESIGN BY KAREN	1 DARK PINE NITE STAND		RJ	224.00
DESIGN BY KAREN	1 CHERRY NITE STAND		RJ	280.00
DESIGN BY KAREN	1 PINE STAND		RJ	168.00
DESIGN BY KAREN	1 LIGHT PINE STAND		RJ	202.00
DESIGN BY KAREN	1 LARGE GOLD MIRROR		RJ	140.00
DESIGN BY KAREN	3 WALNUT FRAMES		RJ	186.00
DESIGN BY KAREN	1 CHERRY CHEST		RJ	504.00
DESIGN BY KAREN	1 MAHOGANY SHERATON DRESSER		RJ	225.00
DESIGN BY KAREN	1 VICTORIAN DRESSER W/MIRROR		RJ	224.00
DESIGN BY KAREN	2 NITE STANDS		RJ	90.00
DESIGN BY KAREN	1 NITE STAND		RJ	48.00
DESIGN BY KAREN	1 NITE STAND		RJ	84.00
DESIGN BY KAREN	1 NITE STAND		RJ	45.00
DESIGN BY KAREN	2 NITE STANDS		RJ	90.00
DESIGN BY KAREN	1 NITE STAND		RJ	25.00



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ATTACHMENT "A"

VENDOR	Q EQUIPMENT U DESCRIPTION A N	SERIAL NUM	LOC	COST
DESIGN BY KAREN	1 SIDE CHAIR		RJ	22.00
DESIGN BY KAREN	1 QUEEN ANNE WING CHAIR		RJ	246.00
DESIGN BY KAREN	1 SIDEBBOARD		RJ	90.00
DESIGN BY KAREN	1 VANITY STOOL		RJ	39.00
DESIGN BY KAREN	1 GATE LEG DINING TABLE		MI	140.00
DESIGN BY KAREN	1 CRYSTAL CHANDELIER		MI	112.00
DESIGN BY KAREN	1 LOVESEAT		RJ	672.00
DESIGN BY KAREN	1 74" SLEEP SOFA		RJ	945.28
DESIGN BY KAREN	1 85" SLEEP SOFA		RJ	1002.40
DESIGN BY KAREN	1 CHIPPENDALE LOVESEAT		RJ	355.00
DESIGN BY KAREN	1 DUNCAN PHYFE SOFA		RJ	310.00
DESIGN BY KAREN	1 FRENCH BERGERE ARMCHAIR		RJ	155.00
DESIGN BY KAREN	1 MAHOGANY TRIPLE DRESSER		RJ	310.00
DESIGN BY KAREN	1 MAHOGANY DRESSING TABLE		RJ	175.00
DESIGN BY KAREN	1 PAIR MAHOGANY TWIN BEDS		RJ	450.00
DESIGN BY KAREN	1 MAHOGANY DRESSER		RJ	265.00
DESIGN BY KAREN	1 DROP LEAF MAHOGANY EMPIRE TABLE		RJ	265.00
DESIGN BY KAREN	2 JACOBAN ARMCHAIRS		RJ	355.00
DESIGN BY KAREN	68 TELEVISION CABINETS		03	64515.00
DESIGN BY KAREN	1 PINE EMPIRE CHEST		RJ	605.00
DESIGN BY KAREN	1 BUTTERPRINT BED		RJ	415.00
DESIGN BY KAREN	1 BUTTERNUT OVAL CANDLE STAND		RJ	205.00
DESIGN BY KAREN	1 PINE SCALLOPED GALLERY CANDLE STAND		RJ	300.00
DESIGN BY KAREN	1 CHERRY EMPIRE CHEST		RJ	520.00
DESIGN BY KAREN	1 PINE 4-POSTER ACORN BED		RJ	220.00

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ATTACHMENT "A" TO EQUIPMENT LEASE SUPPLEMENT #4

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
DESIGN BY KAREN	1	PINE 2-TIER CANDLE STAND		RJ	220.00
DESIGN BY KAREN	1	PINE CANDLE STAND W/SPLAYED LEGS		RJ	245.00
DESIGN BY KAREN	1	MAHOGANY/PINE TILT TOP TABLE		RJ	305.00
DESIGN BY KAREN	1	PAIR MAHOGANY TWIN BEDS		RJ	330.00
DESIGN BY KAREN	1	MAHOGANY SURRENDER LAMP STAND		RJ	110.00
DESIGN BY KAREN	1	OVAL EMPIRE TABLE		RJ	330.00
DESIGN BY KAREN	1	CHEST TOP MIRROR		RJ	154.00
DESIGN BY KAREN	1	CANDLE STAND W/DRAWER		RJ	165.00
DESIGN BY KAREN	1	HIGH GALLERY CANDLE STAND W/SPLAYED LEGS		RJ	275.00
DESIGN BY KAREN	1	ACORN TOP SIDE CHAIR W/RUSH SEAT		RJ	55.00
DESIGN BY KAREN	1	JACOBAN SIDE CHAIR		RJ	250.00
DESIGN BY KAREN	1	WINDSOR PLANK BOTTOM CHAIR		RJ	75.00
DESIGN BY KAREN	4	SIDE CHAIRS W/CANE SEATS		RJ	220.00
DESIGN BY KAREN	1	18TH CENTURY ROCKER W/RUSH SEAT		RJ	330.00
DESIGN BY KAREN	1	ANNE PAGE ENGRAVING		RJ	165.00
DESIGN BY KAREN	1	ENGRAVING, "INNOCENT REVENGE"		RJ	165.00
DESIGN BY KAREN	1	ENGRAVING "ASSEMBLE AU SALON"		RJ	220.00
DESIGN BY KAREN	1	FRENCH PRINT		RJ	120.00
DESIGN BY KAREN	1	MEZZOTINT		RJ	195.00
DESIGN BY KAREN	1	ENGRAVING, PICNIC SCENE		RJ	300.00
DESIGN BY KAREN	1	ORIENTAL OIL ON SILVER RICE PAPER		RJ	165.00
DESIGN BY KAREN	1	COUNTRY PRINT		MI	100.00
DESIGN BY KAREN	1	PORTRAIT OF A GIRL		MI	155.00
DESIGN BY KAREN	1	LARGE GOLD VERTICAL MIRROR		MI	385.00
DESIGN BY KAREN	1	RECTANGULAR GREAT HALL MIRROR		MI	275.00

USA AMERICAN
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ATTACHMENT "A" TO EQUIPMENT LEASE SUPPLEMENT #4

556 WFE 54

VENDOR	Q U A N	EQUIPMENT DESCRIPTION	SERIAL NUM	LOC	COST
DESIGN BY KAREN	3	WALNUT FRAMES FOR PRINTS		MI	185.00
DESIGN BY KAREN	1	PAIR ANTIQUE GOLD OVAL MIRRORS WITH PAIR OF GOLD WALL SHELVES		GC	550.00
DESIGN BY KAREN	1	ENGLISH BISCUIT JAE		GC	100.00
DESIGN BY KAREN	1	ACORN TOP BED		RJ	336.00
DESIGN BY KAREN	4	POSTER BED		RJ	280.00
DESIGN BY KAREN	1	SAILBOAT OIL		RJ	280.00
DESIGN BY KAREN	1	GOLD MIRROR		RJ	44.80
DESIGN BY KAREN	1	PRAYING GIRL		RJ	252.00
DESIGN BY KAREN	1	DANIEL WEBSTER		RJ	364.00
DESIGN BY KAREN	1	GOLD GILT MIRROR		RJ	196.00
DESIGN BY KAREN	1	ETCHED MIRROR		RJ	112.00
DESIGN BY KAREN	2	CRIES OF LONDON		RJ	218.40
DESIGN BY KAREN	1	WALNUT MIRROR		RJ	78.40
DESIGN BY KAREN	1	OCTAGONAL MIRROR		RJ	95.20
DESIGN BY KAREN	1	OVAL MIRROR		RJ	95.20
DESIGN BY KAREN	1	WALNUT HI-BACK BED		RJ	448.00
DESIGN BY KAREN	1	MAHOGANY DESK		MI	252.00
DESIGN BY KAREN	1	MAHOGANY CHEST		MI	672.00
DESIGN BY KAREN	2	MIRRORS		MI	560.00
DESIGN BY KAREN	1	FRENCH PRINT		MI	207.20
DESIGN BY KAREN	1	LAMP		GC	364.00
DESIGN BY KAREN	2	OILS		GC	560.00
DESIGN BY KAREN	66	DBL HEADBOARDS		GC	20897.58
DESIGN BY KAREN	2	QUEEN HEADED		GC	633.26

12/12/84

ATTACHMENT "A"

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VENDOR	Q	EQUIPMENT	SERIAL NUM	LOC	COST
	U	DESCRIPTION			
	A				
	N				
DESIGN BY KAREN	2	KING HEADB		GC	810.62
DESIGN BY KAREN	5	RICE POSTER BEDS		GC	4775.05
DESIGN BY KAREN	10	NITE STANDS		GC	2938.60
DESIGN BY KAREN	33	NITE STANDS		GC	8777.01
DESIGN BY KAREN	40	SIDEBOARDS		GC	20164.00
DESIGN BY KAREN	38	MIRRORS		GC	9530.02
DESIGN BY KAREN	40	SIDE CHAIRS		GC	7564.80
DESIGN BY KAREN	1	SIDESBOARD		MI	280.00
DESIGN BY KAREN	1	CANDLESTAND		MI	168.00
DESIGN BY KAREN	1	CHEST		MI	179.00
DESIGN BY KAREN	1	MIRROR		MI	56.00
DESIGN BY KAREN	1	DESK (AS IS)		MI	179.00
DESIGN BY KAREN	1	PICTURES		MI	22.00
DESIGN BY KAREN	1	CHERRY SIDE CHEST		MI	168.00
DESIGN BY KAREN	1	PAINTING		MI	90.00
DESIGN BY KAREN	1	MAH. POSTER BED		MI	78.00
DESIGN BY KAREN	1	SMALL STAND		MI	34.00
DESIGN BY KAREN	1	VICTORIAN ARM CHAIR		GC	224.00
DESIGN BY KAREN	1	KARASTAN RUG		GC	896.00
DESIGN BY KAREN	1	MIRROR		GC	84.00
DESIGN BY KAREN	1	MAHOGANY BED		MI	196.00
DESIGN BY KAREN	1	ROUND TILT TOP CANDLE-STAND		MI	269.00
DESIGN BY KAREN	1	LARGE ENGRAVINGS		MI	0.00
DESIGN BY KAREN	1	EMPIRE SOFA		GC	1008.00



12/12/84

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ATTACHMENT "A"

VENDOR	Q EQUIPMENT U DESCRIPTION A N	SERIAL NUM LOC	COST
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*** Total ***

209169.77

THE FOLLOWING ADDRESSES APPLY TO THE LOCATION CODES (LOC) ON ATTACHMENT "A":

MI-THE MARYLAND INN
21 CHURCH CIRCLE
ANNAPOLIS, MD 21401

GC-THE GOVERNOR CALVERT HOUSE
58 STATE CIRCLE
ANNAPOLIS, MD 21401

RJ-THE ROBERT JOHNSON HOUSE
23 STATE CIRCLE
ANNAPOLIS, MD 21401



LEASE SUPPLEMENT

COLLATERAL FINANCIAL SERVICES, INC.
 444 Lafayette Road
 St. Paul, Minnesota 55101

LESSEE NAME	Historic Inns of Annapolis Limited Partnership 21 Church Circle	SUPPLIER NAME	National Guest Systems Corpora 622 Hungerford Drive
Address	Annapolis, MD 21401	Address	Suite 2 Rockville, MD 20850
City	County State	City	County State

EQUIPMENT DESCRIPTION

Quantity	Serial No.	Type	Model No.	Catalog No.	Etc.	Price
1		IBM-PC	w/256K & Mono Screen			2,320.00
1		IBM-PC	w/ 256K & Color Screen			2,685.00
2		IBM-XT	w/ 256K, Mono screen, 10MB Disk			8,500.00
2		Corvus	Transporter Card			990.00
4		Qume	CRT Terminal			2,000.00
3		Stargate	Octacom Multi-Line Contoller			1,200.00
1		Printer	Adapter Card			75.00
3		Printer	Cable			135.00
1		Okidata	93 Printer			600.00
3		Okidata	92 Printer			1,350.00
8		Telephone	Modems (5-2400 BAUD;3-300 BAUD)			5,350.00
1		Innstar	Hotel System			10,000.00
		Training				1,750.00
1		Telephone	Accounting Interface			2,000.00

TOTAL COST \$ 38,955.00

Equipment Location (if different from Lessee's address above)

Term of Lease	Total Number of Rental Payments	Rental Payments	Advance Payment	Security Deposit
60 months	60	\$ 944.04 plus taxes each month period	First payment and last 0 payments \$ 991.24	\$ -0-
Rental Payment Due Date				
<input checked="" type="checkbox"/> The 1st or 15th of each month; or <input type="checkbox"/> The 1st or 15th of each _____ (e.g. March, June, Sept. and December)				

The term of the Lease with respect to this Supplement shall commence on the earlier of the date when any purchase order, confirming purchase order or contract of any nature transfers any interest in the Equipment above described to the Lessor or creates or gives rise to any obligation or liability on the part of the Lessor prior to actual delivery of such item, or the date such item of Equipment is delivered to Lessee.

Rental payments shall commence on the first Rental Payment Due Date after the commencement of the term and shall be due and payable in advance on that date and on each succeeding Rental Payment Due Date until the Total Number of Rental Payments have been paid.

Lessee hereby leases the above described equipment under the provisions of the lease between Lessor and Lessee as above numbered and agrees that this instrument is a Supplement to said lease which is hereby incorporated therein by reference and acknowledges receipt of a copy of said Supplement.

LEASE SUPPLEMENT

FORM 558 PAGE 59

COLLATERAL FINANCIAL SERVICES, INC.
444 Lafayette Road
St. Paul, Minnesota 55101

LESSEE NAME Historic Inns of Annapolis
Limited Partnership
21 Church Circle
Address
Annapolis, Md. 21408
City County State

SUPPLIER NAME Executone/Atlantic inc.
9107 Gaithersburg, Md. 20877
Address
City County State

EQUIPMENT DESCRIPTION

Quantity	Serial No.	Type	Model No.	Catalog No.	Etc.	Price
1		Eclipse II telephone system				

TOTAL
COST \$ 184,419.00

Equipment Location (if different from Lessee's address above)

Term of Lease	Total Number of Rental Payments	Rental Payments	Advance Payment	Security Deposit
60 months	60	\$ 4,469.21 plus taxes each month period	First payment and last 0 payments \$ 4,692.67	\$ 0.00
Rental Payment Due Date				
<input checked="" type="checkbox"/> The 1st or 15th of each month; or <input type="checkbox"/> The 1st or 15th of each _____ (e.g. March, June, Sept. and December)				

The term of the Lease with respect to this Supplement shall commence on the earlier of the date when any purchase order, confirming purchase order or contract of any nature transfers any interest in the Equipment above described to the Lessor or creates or gives rise to any obligation or liability on the part of the Lessor prior to actual delivery of such item, or the date such item of Equipment delivered to Lessee.

Rental payments shall commence on the first Rental Payment Due Date after the commencement of the term and shall be due and payable in advance on that date and on each succeeding Rental Payment Due Date until the Total Number of Rental Payments have been paid.

Lessee hereby leases the above described equipment under the provisions of the lease between Lessor and Lessee as above numbered and agrees that this instrument is a Supplement to said lease which is hereby incorporated therein by reference and acknowledges receipt of a copy of said Supplement.

LEASE NO. 5016

SUPPLEMENT NO. 07

LEASE SUPPLEMENT

COLLATERAL FINANCIAL SERVICES, INC.
444 Lafayette Road
St. Paul, Minnesota 55101

556 PAGE 60

LESSEE NAME HISTORIC INNS OF ANNAPOLIS LIMITED PARTNERSHIP

SUPPLIER NAME GILL COMPANY, INC.

21 Church Circle
Address
Annapolis MD 21401
City County State

11320 Frederick Avenue
Address
Beltsville MD 20705
City County State

EQUIPMENT DESCRIPTION

Quantity	Serial No.	Type	Model No.	Catalog No.	Etc.	Price
1		Toastmaster Commercial Div. Food Warmer without legs 120/1 (4 drawer)	3D8XD			\$1,579.00

TOTAL COST \$1,579.00

Equipment Location (if different from Lessee's address above)

Term of Lease	Total Number of Rental Payments	Rental Payments	Advance Payment	Security Deposit
60 months	60	\$ 38.27 plus taxes each month period	First payment and last 0 payments \$ 40.18	\$ -0-
Rental Payment Due Date				
<input checked="" type="checkbox"/> The 1st or 15th of each month; or <input type="checkbox"/> The 1st or 15th of each _____ (e.g. March, June, Sept. and December)				

The term of the Lease with respect to this Supplement shall commence on the earlier of the date when any purchase order, confirming purchase order or contract of any nature transfers any interest in the Equipment above described to the Lessor or creates or gives rise to any obligation or liability on the part of the Lessor prior to actual delivery of such item, or the date such item of Equipment is delivered to Lessee.

Rental payments shall commence on the first Rental Payment Due Date after the commencement of the term and shall be due and payable in advance on that date and on each succeeding Rental Payment Due Date until the Total Number of Rental Payments have been paid.

Lessee hereby leases the above described equipment under the provisions of the lease between Lessor and Lessee as above numbered and agrees that this instrument is a Supplement to said lease which is hereby incorporated therein by reference and acknowledges receipt of a copy of said Supplement.

LEASE
5016

SUPPLEMENT NO.
08

LEASE SUPPLEMENT

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COLLATERAL FINANCIAL SERVICES, INC.
444 Lafayette Road
St. Paul, Minnesota 55101

LESSEE NAME HISTORIC INNS OF ANNAPOLIS
LIMITED PARTNERSHIP
21 Church Circle
Address
Annapolis MD
City County State

SUPPLIER NAME OVERHEAD DOOR COMPANY OF
BALTIMORE, INC.
3501 Century Avenue
Address
Baltimore MD
City County State

EQUIPMENT DESCRIPTION

Quantity	Serial No.	Type	Model No.	Catalog No.	Etc.	Price
1		Folding Gate BI Part Top Track				\$1747.00

TOTAL
COST \$ 1,747.00

Equipment Location (if different from Lessee's address above)

Term of Lease	Total Number of Rental Payments	Rental Payments	Advance Payment	Security Deposit
60 months	60	\$ 42.34 plus taxes each month period	First payment and last 0 payments \$ 44.46	\$ -0-
Rental Payment Due Date				
<input checked="" type="checkbox"/> The 1st or 15th of each month; or <input type="checkbox"/> The 1st or 15th of each _____ (e.g. March, June, Sept. and December)				

The term of the Lease with respect to this Supplement shall commence on the earlier of the date when any purchase order, confirming purchase order or contract of any nature transfers any interest in the Equipment above described to the Lessor or creates or gives rise to any obligation or liability on the part of the Lessor prior to actual delivery of such item, or the date such item of Equipment is delivered to Lessee.

Rental payments shall commence on the first Rental Payment Due Date after the commencement of the term and shall be due and payable in advance on that date and on each succeeding Rental Payment Due Date until the Total Number of Rental Payments have been paid.

Lessee hereby leases the above described equipment under the provisions of the lease between Lessor and Lessee as above numbered and agrees that this instrument is a Supplement to said lease which is hereby incorporated therein by reference and acknowledges receipt of a copy of said Supplement.

LEASE NO.

SUPPLEMENT NO.

5016

09

LEASE SUPPLEMENT

COLLATERAL FINANCIAL SERVICES, INC.
444 Lafayette Road
St. Paul, Minnesota 55101

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LESSEE NAME

SUPPLIER NAME

Historic Inns of Annapolis
Address
16 Church Circle Annapolis, MD. 21401
City County State

Loane Bros. Incorporated
Address
310 North Eutaw Street Baltimore, Md. 21
City County State

EQUIPMENT DESCRIPTION

Quantity	Serial No.	Type	Model No.	Catalog No.	Etc.	Price
----------	------------	------	-----------	-------------	------	-------

6		Sonair retractable awnings				\$23,190.00
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TOTAL
COST \$ 23,190.00

Equipment Location (if different from Lessee's address above)

Term of Lease	Total Number of Rental Payments	Rental Payments	Advance Payment	Security Deposit
60 months	60	\$ 561.99 plus taxes each month period	First payment and last -0- payments \$ 590.09	\$ -0-
Rental Payment Due Date				
<input checked="" type="checkbox"/> The 1st or 15th of each month; or <input type="checkbox"/> The 1st or 15th of each _____ (e.g. March, June, Sept. and December)				

The term of the Lease with respect to this Supplement shall commence on the earlier of the date when any purchase order, confirming purchase order or contract of any nature transfers any interest in the Equipment above described to the Lessor or creates or gives rise to any obligation or liability on the part of the Lessor prior to actual delivery of such item, or the date such item of Equipment is delivered to Lessee.

Rental payments shall commence on the first Rental Payment Due Date after the commencement of the term and shall be due and payable in advance on that date and on each succeeding Rental Payment Due Date until the Total Number of Rental Payments have been paid.

Lessee hereby leases the above described equipment under the provisions of the lease between Lessor and Lessee as above numbered and agrees that this instrument is a Supplement to said lease which is hereby incorporated therein by reference and acknowledges receipt

LEASE SUPPLEMENT

COLLATERAL FINANCIAL SERVICES, INC.
444 Lafayette Road
St. Paul, Minnesota 55101

556 PAGE 63

LESSEE NAME Historic Inns of Annapolis Limited Partnership
21 Church Circle
Address
Annapolis, MD
City County State

SUPPLIER NAME Hayman Cash Register Co.
4406 Georgia Ave.
Address
Washington, D.C. 20011
City County State

EQUIPMENT DESCRIPTION

Quantity	Serial No.	Type	Model No.	Catalog No.	Etc.	Price
2	B-22930 BB-22933		RC1228		Two Gardall Safes with Combination Lock	1,264.00
					Freight	50.00

TOTAL
COST \$ 1,314.00

Equipment Location (if different from Lessee's address above)

Term of Lease	Total Number of Rental Payments	Rental Payments	Advance Payment	Security Deposit
<u>60</u> months	60	\$ <u>31.84</u> plus taxes each month period	First payment and last payments \$ <u>33.43</u>	\$ <u>00.00</u>
Rental Payment Due Date				
<input checked="" type="checkbox"/> The 1st or 15th of each month; or <input type="checkbox"/> The 1st or 15th of each _____ (e.g. March, June, Sept. and December)				

The term of the Lease with respect to this Supplement shall commence on the earlier of the date when any purchase order, confirming purchase order or contract of any nature transfers any interest in the Equipment above described to the Lessor or creates or gives rise to any obligation or liability on the part of the Lessor prior to actual delivery of such item, or the date such item of Equipment is delivered to Lessee.

Rental payments shall commence on the first Rental Payment Due Date after the commencement of the term and shall be due and payable in advance on that date and on each succeeding Rental Payment Due Date until the Total Number of Rental Payments have been paid.

Lessee hereby leases the above described equipment under the provisions of the lease between Lessor and Lessee as above numbered and agrees that this instrument is a Supplement to said lease which is hereby incorporated therein by reference and acknowledges receipt of a copy of said Supplement.

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

Subject To Recording Tax On Principal Amount Of \$2,500,000 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed Of Trust.

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

- 1. **DEBTOR:** **STERLING HOMES CORPORATION**
7133 Rutherford Road
Baltimore, Maryland 21207
Attention: Sterling L. Leppo
- 2. **SECURED PARTY:** **PROVIDENT BANK OF MARYLAND**
114 East Lexington Street
Baltimore, Maryland 21202
Attention: Alex J. Guggenheim

RECORD FEE 22.00
POSTAGE .50
159530 0777 R03 713:35
CK 05/22/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, 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 (the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to

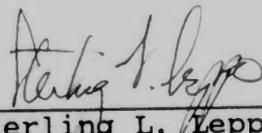
be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.

- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

STERLING HOMES CORPORATION,
A Maryland Corporation

By:  (SEAL)
Sterling L. Leppo,
President

Date: May 21, 1990

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

David R. Naka, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No. 9441

SCHEDULE A

BEING KNOWN AND DESIGNATED as Unit Nos. 34 and 37, in Building No. 6, in Stoney Beach Condominium, Phase 11, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Ninth Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 5039, folio 234, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium, Partial Subdivision of Land Unit A, Phase 11", consisting of Two (2) sheets, recorded among the Condominium Plat Records in Condominium Plat Book 45, folios 35 and 36, as Plat Nos. E 2235 and E 2236.

BEING KNOWN AND DESIGNATED as Unit Nos. 451, 452, 453, 454, 455, 456, 457 and 458, in Building No. 66, in Stoney Beach Condominium, Phase 12, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Tenth Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 5085, folio 254, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium, Partial Subdivision of Land Unit A, Phase 12", consisting of Two (2) sheets, recorded among the Condominium Plat Records in Condominium Plat Book 46, folios 17 and 18, as Plat Nos. E 2467 and E 2468.

BEING KNOWN AND DESIGNATED as Unit Nos. 392, 393 and 395, in Building No. 58, in Stoney Beach Condominium, Phase 2, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Second Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 4822, folio 658, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium, Partial Subdivision of Land Unit A, Phase 2", and recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 41, folios 32 and 33, as Plat Nos. E 2032, and E 2033.

PROVIDENT

SCHEDULE A CONTINUED

BEING KNOWN AND DESIGNATED as Unit No. 399, in Building No. 59, in Stoney Beach Condominium, Phase 3, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Second Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 4822, folio 658, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium, Partial Subdivision of Land Unit A, Phase 3", consisting of Two (2) sheets, recorded among the Condominium Plat Records in Condominium Plat Book 41, folios 34 and 35, as Plat Nos. E 2034 and E 2035.

TOGETHER WITH an undivided fee simple interest in the common elements of said Condominium in accordance with the percentage established in said Declaration for the above-described Condominium Unit; and with the benefit of, and subject to, all rights, privileges, duties, restrictions, covenants, easements, conditions and annual and special assessments and charges contained in or referred to in said Amended Declaration for Stoney Beach Condominium dated March 9, 1989, and recorded among the aforesaid Land Records in Liber 4805, folio 383, et seq.

TOGETHER with all improvements thereon and the rights, alleys, ways, waters, privileges, appurtenances, and advantages, including, but not limited to, the aforesaid percentage interest in the common elements of the said Stoney Beach Condominium, to the same belonging or appertaining.

AND SUBJECT to covenants, restrictions, easements, expenses, charges and other burdens as set forth in the Declaration and By-Laws aforesaid, and any amendments thereto, as if said provisions were recited at length herein.

ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
P.O. BOX 751, ANNAPOLIS, MD 21404

Mail to FINANCING STATEMENT
COUNTY

DATE: May 14, 1990

(XX) NOT SUBJECT TO RECORDATION TAX

() SUBJECT TO RECORDATION TAX OF \$ _____
TAXABLE AMOUNT OF DEBT \$ _____

NAME OF DEBTOR(S): Annapolis Fitness, Inc.

ADDRESS: 3732 1st Avenue
Edgewater, MD 21037

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

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

FURNITURE, FIXTURES, EQUIPMENT, INVENTORY, ACCOUNTS RECEIVABLE NOW OWNED
AND HEREAFTER ACQUIRED, EXCLUDING MOTOR VEHICLES.

ITEMS LOCATED AT 2000 A INDUSTRIAL DRIVE, ANNAPOLIS, MD 21401



RECORD FEE 11.00
POSTAGE .50
#660690 0777 R03 T16:21
CK 05/22/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):
ANNAPOLIS FITNESS, INC.

BY: *Gail Connaughton*
GAIL CONNAUGHTON, PRESIDENT
BY: _____

BY: _____

NOTE: TYPE NAME UNDER EACH
SIGNATURE AND IF COMPANY, TYPE NAME
OF COMPANY AND NAME OF AUTHORIZED
SIGNER.

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Robert E. Mann*
(AUTHORIZED SIGNATURE)

ROBERT E. MANN, VICE PRESIDENT
(TYPE NAME AND TITLE)

Mail to _____

11/8

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

556 PAGE 70

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 271440 recorded in Liber 522, Folio 400 on January 28, 1988 (date).

1. DEBTOR(S):
 Name(s): Severn Graphics, Inc.,
 Address(es): 7590 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY:
 Name: Equitable Bank, National Association
 Address: 100 S. Charles Street, Baltimore, MD 21201

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

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

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

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

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

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

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

8.

RECORD FEE 10.00
 POSTAGE .50
 06/22/90
 H. ERLE SCHAFER
 ANNE ARUNDEL COUNTY COURT

9. DEBTOR:

SECURED PARTY:

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

10
51

ANNE ARUNDEL COUNTY

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272396

RECORDED IN BOOK 525 PAGE 307 ON APRIL 13 1988 (DATE)
LIBER FOLIO

1. DEBTOR

Name SEVERN GRAPHICS INC.
Address 7590 RITCHIE HIGHWAY
GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name PERPETUAL SAVINGS BANK, FSB
Address 250 W. PRATT STREET SUITE 950
BALTIMORE, MARYLAND 21201

RECORD FEE 10.00

POSTAGE .50

ISSUED BY RO1 TIA:05
05/2/90

CK

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

TERMINATION

Dated May 10, 1990

10
5

(Signature of Secured Party)

ANTHONY A. GRASSE

Type or Print Above Name on Above Line

FINANCING STATEMENT

File No

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

<p>1. DEBTOR(S) and Address(es)</p> <p>Geotect Management and Holding Co., Inc. 805 B Barkwood Court Linthicum, Maryland 21090</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Commercial Collateral</u> <u>Internal Zip: 6T0609</u></p> <p>Return to Secured Party</p>
--	--

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

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

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

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

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

E. Other. Indemnity Deed of Trust on following properties:
1. 1142 Green Meadow Lane, Westminster, Maryland 21157
2. 1319 Craighill Court, Hanover, Maryland 21076
3. 449 Brightwood Road, Millersville, Maryland 21108

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) ~~not~~ exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 200,000.00

RECORD FEE 11.00

POSTAGE .50

DEBTOR: Geotect Management and Holding Co., Inc.
Joseph Moran, V.P.
Carroll Georgius, Pres.

SECURED PARTY:
SIGNET BANK/MARYLAND

#660090 CTTT R03 T18:17

By: [Signature]

05/22/90

By: [Signature] V.P.

Owen A. McGlynn, Jr.
Vice President

H. ERLE SCHAFER

By: [Signature]

MAY 2, 19 90

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

To be recorded with SDAT, AA Co.,

MAY 14 1990

11-8

556 PAGE 73

280920

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)
CommTex, Inc.
1655 Crofton Blvd.
Crofton, MD 21114
Anne Arundal
4144-96235

2. Secured Party(ies) and address(es)
HEWLETT PACKARD COMPANY
Finance & Remarketing Division
331 East Evelyn Avenue
Mountain View, CA 94041

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

RECORD FEE 17.00
#660550-0777 R03 718:15
05/22/90

H. ERLE SCHAEFER

5. Assignee(s) of Secured Party and Address(es)
7th CO. CIRCUIT COURT

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

Hewlett Packard Equipment per the attached equipment schedule
***Debtor has authorized secured party to file
Proceeds of Collateral are covered

Location of Equipment:
2412 Crofton Blvd
Crofton, MD 21114

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

Filed with:

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

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

CommTex, Inc.

BY HEWLETT PACKARD COMPANY, ITS ATTORNEY IN FACT

HEWLETT PACKARD COMPANY

By:

Mandeef Khora
Signature(s) of Debtor(s)

By:

Mandeef Khora
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

17 STANDARD FORM - FORM UCC-1.

HEWLETT-PACKARD

RENTAL EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

556 PAGE 74

LESSOR: HEWLETT-PACKARD COMPANY ("HP")
 Finance and Remarketing Division
 331 E. Evelyn Ave.
 Mountain View, CA 94041

Rental Equipment Schedule # 4144-96235

REF: Master Rental Agreement # 4144-96235

RUSH

LESSEE: Commtext, Inc ("Customer")
(Full Legal Name of Lessee)

1655 Crofton Blvd., Crofton, Anne Arundal, MD 21114
(Street) (City) (County) (State) (Zip)
Don Parker (301) 721-3666
(Customer Contact) (Title) (Phone #)

Ship To: Commtext, Inc.
2412 Crofton Blvd
Crofton, MD 21114

Bill To: Same as above

Exhibits

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

- Master Rental Agreement # _____ HP Product Warranty, Form # E20, Rev. 900101
 Purchase Discount Agreement # _____ HP Software Terms, Form # _____, Rev. _____
 Easyrent Rider Early buyout schedule dated 1/1/89

The following Exhibits checked below are attached hereto and made a part of this Agreement:

- Customer Support Service Agreement, Exhibit No. _____

Terms and Conditions

1. Non-Cancellable Agreement: THIS RENTAL EQUIPMENT SCHEDULE AND PAYMENT AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

2. Term: The term of this Agreement for each item of Equipment covered hereunder shall commence upon the date HP executes the same and shall expire 36 months from the "Rent Commencement Date" (as defined in paragraph 3 below) or on the expiration of any applicable renewal period. However, if Customer has executed an Equipment Schedule and the Equipment ordered has been delivered prior to HP's execution thereof, the term of that Equipment Schedule shall be effective on the date of execution by Customer.

3. Rent: As monthly payment for the Equipment rented hereunder throughout the term hereof, Customer agrees to pay HP, its successors or assigns the sum of \$ 519.75 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment ("Rent Commencement Date").

4. Purchase, Renewal, Return Options: Provided that no event of default has occurred and is continuing to occur at the end of the initial ~~36~~ 36 month Rental Term, Customer shall have the following options by providing HP with thirty (30) days prior written notice of its intention: *36 Month Int*

- (i) To purchase all or some of the Equipment covered hereunder for the:

$$\left[\frac{\text{List Price of Equipment to be Purchased}}{\text{Total List Price of Equipment}} \right] \times \left[\text{Total List Price of Equipment} \right] \text{ LESS } \left[\frac{65\% \text{ of All Monthly Rents Received}}{\text{Above Referenced Volume End-User Purchase Agreement(s) Discount Percentage}} \right]$$

or, 20% of the list price of the Equipment to be purchased, whichever is higher, plus any accrued late charges and taxes applicable to the transfer of such Equipment.

- (ii) To renew all or some of the Equipment for an additional non-cancellable period of twelve (12) months for the:

$$\left[\frac{\text{List Price of Equipment to be Renewed}}{\text{Total List Price of Equipment}} \right] \times \left[\text{Original Monthly Payment} \right] \text{ LESS: } 25\%$$

- (iii) To renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left[\frac{\text{List Price of Equipment to be Renewed}}{\text{Total List Price of Equipment}} \right] \times \left[\text{Original Monthly Payment} \right]$$

- (iv) To return, in accordance with paragraph 5 of the Master Rental Agreement, any Equipment covered by this agreement that is not purchased or renewed.

If Customer fails to notify HP of its intentions thirty (30) days prior to the expiration of this Agreement, it is hereby agreed that Customer shall renew all of the Equipment hereunder in accordance with option (iii) above until such notice is received by HP.

During the month-to-month renewal period, Customer may return all of the Equipment in accordance with option (iv) above, or purchase all of the Equipment covered by this Agreement for the price computed in accordance with option (i) above, or renew this Agreement for an additional non-cancellable period of twelve (12) months at a reduced monthly rental pursuant to option (ii) above, by providing HP with thirty (30) days' prior written notice.

If Customer exercises its option to purchase the Equipment, it is sold in its then "as is" condition at its location when the option is exercised. Purchase option payments shall be due and payable net thirty (30) days from date of HP's invoice. ANY PURCHASE OPTION PAYMENT WHICH REMAINS OVERDUE FOR MORE THAN TEN (10) DAYS SHALL BE SUBJECT TO A LATE CHARGE OF ONE AND ONE-HALF (1½%) PERCENT PER MONTH. Such late charge assessment shall be in lieu of monthly rental payments while Customer's exercise of the option is pending.

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Equipment Schedule:

Quantity	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price	Extended Monthly Rent
1	3588A	Spectrum Analyzer				\$18,900.00	\$519.75

CUSTOMER HEREBY NOMINATES AND APPOINTS HP AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

Total Net Price of Equipment \$ 18,900.00
 TOTAL MONTHLY RENT* \$ 519.75

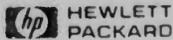
(*Rent does not include applicable use tax.)

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Customer.

HEWLETT-PACKARD COMPANY

BY: _____
 NAME/TITLE: _____
 DATE: _____

CUSTOMER: Comptex Inc.
 BY: [Signature]
 NAME/TITLE: X DONALD W. PARKER, CEO
 DATE: X 5/15/90



HEWLETT-PACKARD

HP EASYRENT PROGRAM RIDER

558 PAGE 76

Rental Equipment Schedule and Payment Agreement #

4144-96235

Master Agreement #

4144-96235

The following terms and conditions become a part of and subject to the terms and conditions of the above referenced Equipment Schedule, which, except as modified herein, remain in full force and effect.

A. CANCELLATION OPTIONS

1. At the end of the twelfth (12th) month following the "Rent Commencement Date," as defined in paragraph #3 of the above-referenced Rental Equipment Schedule (the "Equipment Schedule"), Customer shall have a onetime option to return all or any portion of the Equipment covered under the Equipment Schedule. Such option shall be predicated upon Customer having made twelve (12) monthly payments pursuant to paragraph #3 of the Equipment Schedule.
2. At the end of the twenty-fourth (24th) month following the "Rent Commencement Date," as defined in paragraph #3 of the Rental Equipment Schedule, Customer shall have a onetime option to return all or any portion of the Equipment covered under the Equipment Schedule. Such option shall be predicated upon Customer having made twenty-four (24) monthly payments pursuant to paragraph #3 of the Equipment Schedule.
3. If Customer does not exercise the option to cancel pursuant to paragraph #1 above, the Equipment Schedule shall be non-cancellable during the next twelve (12) month period (i.e. months thirteen (13) through twenty-four (24), inclusive.) If Customer does not exercise the option to cancel pursuant to paragraph #2 above, the Equipment Schedule shall be non-cancellable during the final twelve (12) month period (i.e. months twenty-five (25) through thirty-six (36), inclusive).
4. If Customer elects to cancel all or any portion of the Equipment covered under the Equipment Schedule pursuant to paragraph #1 or #2 above, the provisions for returning the Equipment to Hewlett-Packard shall be in accordance with the Master Rental Agreement terms and conditions.

5. If Customer elects to cancel all or any portion of the Equipment covered under the Equipment Schedule pursuant to paragraph #1 or #2 above, Customer will not be eligible to rent the same or similar equipment in an equal or lesser quantity under Hewlett-Packard's EASYRENT Program for a period of not less than three (3) months.

B. MAINTENANCE

Paragraph #14 of the Master Rental Agreement Terms and Conditions, entitled "Maintenance," is deleted in its entirety and replaced with the following:

"14. Customer, at their own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish all required parts, mechanisms, devices and servicing. Such parts, mechanisms and devices shall immediately become the property of HP and part of the Equipment for all purposes hereunder."

C. LOSS OR DAMAGE

Paragraph #16 of the Master Rental Agreement Terms and Conditions, entitled "Loss or Damage," is deleted in its entirety and replaced with the following:

"16. Customer shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever from the date the Equipment is delivered to Customer until it is returned to HP's location, in accordance with the provisions hereof."

- D. Early Buyout Option. At its option beginning with the third (3rd) month following the Rent Commencement Date, Customer may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised.

The purchase price shall be determined from the appropriate Early Buyout Schedule provided by HP in connection with this order

By execution hereof, the signer hereby certifies that he/she has read this Agreement and that he/she is duly authorized to execute this Agreement on behalf of Customer.

HEWLETT-PACKARD COMPANY

BY: _____

NAME/TITLE: _____

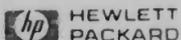
DATE: _____

CUSTOMER: Covintex, Inc.

BY: X 

NAME/TITLE: X DONALD W PARKES, CEO

DATE: X 5/15/90



FRD/EASY-1 1-89

FINANCING STATEMENT FORM UCC-556 PAGE 77 Identifying File No 280921

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 5-9-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Forensic Technologies International Corporation

Address 2021 Research Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Dominion Leasing Corporation

Address P. O. Drawer 13327, Roanoke, VA 24040

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

3. Maturity date of obligation (if any)

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

QTY	DESCRIPTION
1	MacIntosh 30Mb Hard Drive Model UD 3012F
1	Compaq LTE 286 w/20 Mb
1	Compaq 2400 Baud Modem
1	Enerpac #iPH2580 25 Ton Hydraulic Press
1	Plunger Clavis

Name and address of Assignee	
RECORD FEE	1.10
RECORD FEE	7.90
POSTAGE CK	.50

LESSEE HEREBY QUTHORIZES LESSOR TO INSERT SERIAL NUMBERS FOR ALL UNITS AS THEY BECOME AVAILABLE.

Lessee Will Purchase At End of Contract - Not Subject To Recordation Tax.....

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

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

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

X John Moore
(Signature of Debtor)

John Moore
Type or Print Above Name on Above Line
John Moore, Treasurer
(Signature of Debtor)

Type or Print Above Signature on Above Line

Gary H. Boxer
(Signature of Secured Party)

Gary H. Boxer, Vice President
Type or Print Above Signature on Above Line

11.80

RECORDED
05/22/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CONTINUATION STATEMENT

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

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

File No. ID#223953, Film: 2600, Folio: 002748 Date 8/25/83
 Record Reference: Book 248932 Page 436, LIBER: 465

2. DEBTOR is:

Name: Crusader Yacht Sales, Inc.
 Address: Port Annapolis Marina, 7078 Bembe Beach Road, Annapolis, MD 21403

3. SECURED PARTY is:

Name: Annapolis Federal Savings Bank
 Address: P.O. Box 751, Annapolis, MD 21404

(DJ)
 RECORD FEE 10.00
 POSTAGE .50
 #660680 0777 R03 T18:21
 05/22/90

The Secured Party further certifies that the original Financing Statement identified above by file number is still effective.

WHEREFORE, the Secured Party requests the filing officer, H. ERLE SCHAFER, CIRCUIT COURT pursuant to the authority contained in the Uniform Commercial Code, to record the within Continuation Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Annapolis Federal Savings Bank
 Consumer/Commercial Lending
 P. O. Box 751, 170 Jennifer Road
 Annapolis, Maryland 21404

SECURED PARTY:

Annapolis Federal Savings Bank

BY: [Signature]

Senior Vice President
 (TITLE)

DATE: May 9, 1990

1552

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 20,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Chesapeake Canopies, Inc.

 (Name)
1654 Crofton Boulevard

 (Address)
Crofton, Maryland 21114

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

 Attn: June R. Hornick

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

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

ALL ASSETS

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

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

Record Owner, if different from the Debtor: _____ RECORD FEE -- 11.00

3. Products of the collateral are also specifically covered.

#660730 CT77 103 118:25

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

CK 05/22/90

DEBTOR (OR ASSIGNOR)

 (Seal)
Anthony McMillan 4-27-90

 (Signature)
Anthony McMillan, President

 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)

 (Seal)
LE SCHAFER

 (Signature)
AA CO. DISTRICT COURT

 (Print or Type Name)

280924

FORM 556 PAGE 80

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 5,975.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Gable Signs & Graphics, Inc.

 (Name)
7948 Fort. Smallwood Road

 (Address)
Baltimore, Maryland 21226

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

 Attn: 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)

- 1 Xerox 2510 Evg Copier s/n 646-037839
- 1 Xerox Cutter One s/n 89N004169

RECORD FEE 11.00
 RECORD TAX 42.00
 POSTAGE .50
 #660740 CT77 103 710:25
 CK 05/22/90

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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

Record Owner, if different from the Debtor: _____

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

DEBTOR (OR ASSIGNOR)
Gable signs & Graphics, Inc. (Seal)
 _____ (Seal)
 (Signature)
Paul P. Gable, President

 (Print or Type Name)

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

 (Print or Type Name)

11
 928

STATE OF MARYLAND

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UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274666

RECORDED IN LIBER 532 FOLIO 374 ON 09/28/88 (DATE)

1. DEBTOR C 0174-4

Name Brooklyn Cycle World, Inc. DBA Cycle World Kawasaki

Address 5820 Ritchie Highway, Baltimore, MD 21225

2. SECURED PARTY

Name Kawasaki Motors Finance Corporation

Address P. O. Box 25301

Santa Ana, CA 92799-5301

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Amendment</p>
<p>PLEASE AMEND DEBTOR'S ADDRESS TO READ: 6027 Ritchie Highway Baltimore, MD 21225</p>	

4440 0777 R03 T20:10
CK 05/22/90

HA CO. CIRCUIT COURT
PALE SCHAFER

Brooklyn Cycle World, Inc.

By: Bernard O. Jeffers, President

Dated: 4/23/90

(Signature of Secured Party)

Helen Fox, Kawasaki Motors Finance Corporation

Type or Print Above Name on Above Line

10-f

556 PAGE 82

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) Annamarc, Inc. 222 Severn Avenue Annapolis, MD 21403	2. Secured Party(ies) and address(es) Hewlett-Packard Company 935 McLaughlin Avenue San Jose, CA 95122	For Filing Officer (Date, Time, Number) and Filing Office RECEIVED JUN 05 1989 RECORD FEE 17.00 POSTAGE .51 #370520 CTX7 R03 T15:37 05/26/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT 5. Assignee(s) of Secured Party and Address(es) RECORD FEE 17.00 POSTAGE .50 #370530 CT77 R03 T15:37 05/26/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Debtor has authorized secured party to file. Product: C1601A 7600 Series 240E Electrostatic Plotter Serial #2820J00630 The equipment referred to in this filing is being loaned and as such, this filing is for information only and is not intended to create a security interest. This equipment remains the property of Hewlett-Packard Company.		

541-571

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.	Filed with: Clerk of Circuit Court Anne Arundel County Annapolis, MD 21401
---	---

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

~~TERMINATION STATEMENT~~ This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date 3/16 19 90 By: Hewlett Packard Co.
Sharon Staley
 (Signature of Secured Party or Assignee of record Not Valid Until Signed)

(3) Filing Officer Copy - Acknowledgement Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement. 12.5

RECORD FEE 12.00
 POSTAGE .50
 #661780 CT77 R03 T20:06
 05/22/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

280926

FINANCING STATEMENT

Identifying File No. _____

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

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

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

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

1. DEBTOR

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT APPROVED FOR USE IN NORTH CAROLINA AND THE FOLLOWING STATES: <small>Georgia Missouri Ohio South Carolina Tennessee Virginia</small>		UCC-1
CONTACT YOUR LOCAL STATE AUTHORITY FOR USE IN YOUR PARTICULAR STATE.		
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented: _____
(1) Debtor(s) (Last Name First) and Address(es): Jack Roesner T/A Roesner Brothers Custom Lands P O box 189 10631 Bird River Road Baltimore Md 21220	(2) Secured Party(ies) (Name(s) And Address(es)): Vermeer Sales & Service, Inc. Annapolis Junction, Md 20701	RECORD FEE 12.00 #661770 0777 R03 T20405 05/22/90 CK 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). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es):	For Filing Officer
(5) This Financing Statement Covers the Following types [or items] of property. Vermeer Model 206 Stump Cutter Serial # <u>1URLO 7195L1000836</u> <u>2000407856</u>		
<input checked="" type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) Jack Roesner (By) <u>[Signature]</u> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] Vermeer Sales & Service, Inc. (By) <u>[Signature]</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
UCC-1		
(1) Filing Officer Copy - Numerical		

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

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Name on Above Line

556 PAGE 84

280927

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)

L&W SUPPLY CORPORATION
One South Wacker Drive
Chicago, IL 60606-4016

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

CERES CAPITAL CORPORATION
350 Fifth Avenue
New York, NY 10118

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

RECORD FEE 11.00

#661760 CTTT R03 T20:04

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

See equipment attached hereto and forming a part hereof.

This is a true lease transaction. This filing is for notification purposes only.

Equipment Location - Wilkens Gypsum
825 A Rear - North Hammonds Ferry Road
Linthicum Heights, MD 21090

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

CK
H. ERLE SCHAFER

AA CO. CIRCUIT COURT

PCC CNO 15303-9 CERES LEASE # VT-9789-009

009

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.

L&W SUPPLY CORPORATION

CERES CAPITAL CORPORATION

By:

[Signature]

Signature(s) of Debtor(s)

By:

[Signature] ASSIST SECY

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Attachment 1 to Equipment Schedule No. 009

The Units of Equipment referred to in Equipment Schedule No. 009 are described as follows:

Qty	New or Used	Manufacturer	Machine	Model/Feature	Serial No.	Description
3	New	IBM	3477	FG3	69182 84733 48948	Display Station
1	New	IBM	8530	E21	9808073	PS/2 286
1	New	IBM	8513	001	23HY629	Monitor
1	New	IBM	4202	002	2070232	Proprinter II
1	New	IBM	Printer Cable			Cable
1	New	IBM	DOS	3.3		OS Software
1	New	Lotus	Lotus 123			Spreadsheet

Initialed By: X

Lessee: L&W SUPPLY CORPORATION

[Signature]

Lessor: Ceres Capital Corporation

[Signature]

STATE OF MARYLAND

300 556 PAGE 86

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274217

RECORDED IN LIBER 531 FOLIO 126 ON 8-16-88 (DATE) CC

1. DEBTOR

Name Cintronix Inc.

Address 913 Commerce Road, Annapolis, MD 21401

2. SECURED PARTY

Name Epson America, Inc.

Address P.O. Box 2843, Torrance, CA 90509

DFS, Inc., 1728 Olympic Blvd., Santa Monica, CA 90404

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

RECORD FEE 10.00
POSTAGE .50

#661660 0777 R03 T19459

05/22/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

1990 MAY -3 A 8:51

Dated 15/88

Glenn Stamps ^{DrB/au}
(Signature of Secured Party)

Epson America, Inc.
Type or Print Above Name on Above Line

STATE OF MARYLAND

556 87

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 543550

RECORDED IN LIBER 549 ~~577~~ FOLIO 576 ~~503~~ ON 12-28-89 (DATE) 279528

1. DEBTOR

Name Lands End, Inc.
313 Revel Hwy. (Rt.50)
Address Annapolis, MD. 21401

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address P.O. Box 65090
W. Des Moines, IA 50265
Person And Address To Whom Statement Is To Be Returned If Different From Above. CK 05/22/90

RECORD FEE 10.00
POSTAGE .50
#881650 DTTT R03 T19:58
05/22/90

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: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>Amendment</u></p>
<p>Additional Location: <u>4899 Pulaski Hwy. (Rt.40)</u> <u>Perryville, MD. 21903</u></p>	

DATED 3-16-90

Charles F. Wheatley III
(Signature of Debtor)
Charles F. Wheatley III

Dated 3-30-90

JOHN DEERE COMPANY
(Signature of Secured Party)
JOHN DEERE COMPANY
Type or Print Above Name on Above Line

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

3. Maturity date (if any):

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

LESSEE

Columbia Motel Associates, a
Limited Partnership D/B/a
Holiday Inn-Columbia
7900 Washington BLVD.

Jessop, Maryland 20794

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

LESSOR

GTE Leasing Corporation
P.O. Box 2287 103 W. Main
Durham, NC 27702

IR# 08575 C345 R01

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

4401830 0777 003 719157

05/22/90

4. This statement refers to original Financing Statement bearing File No. IR# 08575 C345 R01
Filed with Anne Arundel Co. Date Filed 9-30 1985

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

W. COLE SCHAFER
AA CO. CIRCUIT COURT

No. of additional Sheets presented:

GTE Leasing Corporation

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

By: [Signature]
Signature(s) of ~~Secured Party~~ LESSOR

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

280928

FORM 556 PAGE 89

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) SALTZMAN, KELLY B. 5908 LITTLE ROAD LOTHIAN, MD 20711	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)

RECORD FEE 11.00
POSTAGE **CK** .50

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

1 NEW FERRIS 14POW48-12K WALK BEHINE MOWER, SER.#288.	ASSIGNEE: #661620 CT77 R03 719:57 FORD MOTOR CREDIT COMPANY P.O. BOX 36387 RICHMOND, VA 23235 H. FINE SCHAFER
---	---

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: AA CO. CIRCUIT COURT

Kelly B Saltzman
(SIGNATURE OF DEBTOR)
KELLY B. SALTZMAN

(SIGNATURE OF DEBTOR)

GATEWAY FORD TRACTOR, INC.
(NAME OF SECURED PARTY)
Chris Hanburger
BY
CHRIS HANBURGER, GENERAL MANAGER

1150

556 MAY 90

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

3. MATURITY DATE (If Any) **05MAY91**

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
**MALDEIS EDWARD G
9 WINDING WOODS WAY
PASADENA MD 21122
215606091 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**

FOR FILING OFFICER (Date, Time and Filing Office)
497-553

4. This statement refers to original Financing Statement bearing File No. **497-553**

Filed with **ANNE ARUNDEL MD** Date Filed **05MAY86**

- 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 **CK** .50
#661610 CTTT R03 T19:56
05/22/90

10.

Number of Additional Sheets Presented **20APR90**

TO
**CLERK OF CIRCUIT CRT
% UCC DIVISION H. ERLE SCHAFER
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403
AA CO. CIRCUIT COURT**

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

556 ME 91

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

3 MATURITY DATE (If Any) 29APR95

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

FOR FILING OFFICER (Date, Time and Filing Office)

485-22

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

884516237 485-22

554-453

Filed with ANNE ARUNDEL MD

Date Filed 29APR85

256533

- 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

4661800 0777 R03 T19:56

10

TO

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY, ERLE SCHAFER
ANNAPOLIS MD 21403
AA CO. CIRCUIT COURT

05/22/90

Number of Additional Sheets Presented

20APR90

JOHN DEERE IND EQUIPMENT CO.

By

Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)

By

Signature(s) of Secured Party(ies)

D. J. Walters Director, Installment Finance - For

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY

JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

556 PAGE 92

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

No. of Additional Sheets Presented

548-600

1. Debtor(s) (Last Name First) and Address(es):
J.M. COMER CONSTRUCTION CO., INC.
2100 SLADE AVENUE
FOREST HILL, MD 21050

2. Secured Party(ies) Name(s) and Address(es):
ALBAN TRACTOR CO., INC.
P.O. BOX 9595
BALTIMORE, MD 21237

RECORD FEE 10.00
POSTAGE .50

3. (a) This statement refers to original Financing Statement bearing File No. 503110 11/07 19 89
Filed with ANNE ARUNDEL CO. Date Filed
(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 #661590 0777 003 719:54

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment of the 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) USED CATERPILLAR MODEL #518 LOG SKIDDER, S/N 95U00487
ASSIGNEE OF THE SECURED PARTY:
ORIX CREDIT ALLIANCE, INC.
P.O. BOX 1680
500 DIGIULIAN BLVD.
GLEN BURNIE, MD 21061

A.A.Co. - a/c # 08324

10. Signatures:

ALBAN TRACTOR CO., INC.

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

By [Signature] 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

FORM 556 PAGE 93

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

No. of Additional Sheets Presented

553-254
280294

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

Robert Harris
7997 Nolecrest Road
Glen Burnie, MD 21061

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

Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

3. (a) This statement refers to original Financing Statement bearing File No. 610120
Filed with Anne Arundel Co. Date Filed March 16, 1990 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 CK .50

- 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) Used Caterpillar Model 963LGP
Track Type Loader S/N 11Z615

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

10. Signatures:

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

Alban Tractor Co., Inc.

By [Signature]
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

PARTIES

Debtor name (last name first if individual) and mailing address:
CATHERINE T. FORNEY
1506 B. FLANDERS LANE
HARWOOD MD 20776 1

Debtor name (last name first if individual) and mailing address:
1506 B. FLANDERS LANE
HARWOOD MD 20776 1a

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
BRYANT & BRYANT
3262 SUPERIOR LANE #245
BOWIE MD 20715 2

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

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

SECURED PARTY SIGNATURE(S)

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

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

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

BRYANT & BRYANT
William M Bryant President

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

Filing No. (stamped by filing officer): 500 556 FILE 94
Date, Time, Filing Office (stamped by filing officer): 280929
5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)
 Secretary of the Commonwealth.
 Prothonotary of _____ County
 real estate records of _____ County
6

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

COLLATERAL

Identify collateral by item and/or type:
1979 HILLCREST
24 X 60 SERIAL# 02130310ABM 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 -
RECORD FEE 11.00
#661440 0777 R03 T19:45
GK 05/22/90

the following real estate:
Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier H. ERLE SCHAFER
 Described on Additional Sheet. AA CO. CIRCUIT COURT
Name of record owner (required only if no Debtor has an interest of record).
10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 CATHERINE T. FORNEY *Catherine T. Forney*
1a
1b 11

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

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

FOR OFFICE USE ONLY

BOOK 556 PAGE 95

Debtor(s) Name (Last Name, First) Complete Address

Lady Leslie, Inc.
Bay Bridge Marketplace
595 Revells Highway
Annapolis, Maryland
21401

Maturity date (if any):

FOR OFFICE USE ONLY

280930

Secured Party(ies) and Complete Address

United National Bank
202 Park Avenue
Plainfield, New Jersey
07061

Assignee(s) of Secured Party and Complete Address

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

Inventory used in the conduct of the
business and equipment now owned or
hereafter acquired.

RECORD FEE 11.00
POSTAGE .50
#661190 0777 R03 T19:20
05/22/90
BK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. () Proceeds of Collateral are also covered. b. () Products of Collateral are also covered. No. of additional sheets presented. ()

(X) Filed with Register of Deeds and Mortgages of Anne Arundel County. () Secretary of State

() Filed with the County Clerk of County.

Signature(s) of Debtor(s)

Lady Leslie, Inc.
Nancy A. Parello
Nancy A. Parello, President

Signature(s) of Secured Party(ies) or Assignee(s)

United National Bank
William Nichols
William Nichols, Vice President

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

556 PAGE 96

280931

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

3 Maturity Date (#8 above):

1 Debtor(s) (Last Name First) and Address(es) WAGNER COFFEE SERVICE 200 G PENROD CT GLEN BURNIE MD 21061	2 Secured Party(ies) and Address(es) DEPENDABLE ACCEPTANCE CO. P. O. BOX 13150 COLUMBUS, OH 43213-0150	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4 This FINANCING STATEMENT covers the following types (or Items) of property: (See Instruction #5 above.)

27 OASIS WATER COOLERS S/N ATTACHED
#9826

RECORD FEE 17.00
POSTAGE GK .50
#661180 CTTT R03 T19419

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered
 This financing statement is to be filed in the real estate records

No. of additional sheets presented 05/22/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Filed with:

This instrument prepared by:

WAGNER COFFEE SERVICE
By: Rodney Charles Fowler
Signature(s) of Debtor(s)

DEPENDABLE ACCEPTANCE CO
By: Gordon Kieber
Signature(s) of Secured Party(ies)

FILING OFFICER - ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

SECURITY AGREEMENT

Date MARCH 30, 1990 #9826

WAGNER COFFEE SERVICE

200 G PENROD CT

GLEN BURNIE

ANNE ARUNDEL

MD 21061

(hereinafter called Purchaser), for valuable consideration, receipt of which is hereby acknowledged, does hereby purchase from and does hereby grant to

EBCO Manufacturing Co.

265 N. Hamilton Rd.

Columbus

Franklin

OH

(hereinafter called the Seller), a security interest in the following described property and any and all accessions thereto (hereinafter called the Collateral) for the total price and upon and subject to the terms stated below:

DESCRIPTION OF COLLATERAL: 27 GASIS WATER COOLERS S/N ATTACHED

556 PAGE 97

ITEMS MAKING UP TOTAL OBLIGATION

Table with 2 columns: Item description and Amount. Items include Cash Price of Collateral, Sales Tax, Documentary Service Charge, Total Cash Price, Less Down Payment, Unpaid Balance of Cash Price, Finance and Service Charge, and Time Balance.

Time balance payable in 24 consecutive monthly installments of \$ 230.16 each, to be paid on the 20th day of each month commencing on APRIL, 19 90 until said total indebtedness shall have been paid.

THE CONDITIONS OF THIS SECURITY AGREEMENT ARE SUCH that Purchaser has executed and delivered to Seller his (its) certain promissory note of even date herewith, hereinafter referred to as the "Note", in the principal amount equal to the Time Balance shown above and payable as set forth above, and any Purchaser of said Note shall take the same free from any defense thereto and/or claims, demands and setoffs of Purchaser against Seller, NOW, THEREFORE:

If the obligation hereby secured, or any part thereof, is not paid at the maturity hereof, whether such maturity be caused by lapse of time or by acceleration, such entire obligation or the part thereof which has matured, as the case may be, shall thereafter draw straight interest at the rate of 8% per annum until paid; or at the option of the Seller, the Seller may collect and receive, and the Purchaser agrees to pay, a late charge calculated at the rate of 5¢ for each dollar of any monthly installment, shown above which is not paid on or before ten days after the due date thereof, but in no event shall the amount of such late charge for any one defaulted installment exceed \$3.00, which late charge, if imposed and collected by the Seller, shall be in lieu of such 8% straight interest on the applicable installment.

Purchaser warrants and covenants that: 300 G PENROD CT GLEN BURNIE ANNE ARUNDEL MD

1. The Collateral will be kept at (Street) (City) (County) (State)

Purchaser will notify Seller of any change in location of the Collateral except such changes as arise from the ordinary course of the Purchaser's business and will not remove the Collateral from the above state without the written consent of Seller. The Seller may examine and inspect the Collateral at any time, wherever located.

2. The Collateral is or is to be used primarily in business use.

3. Purchaser's principal place of business is located at: (State)

4. If Purchaser maintains no place of business, Purchaser's residence is as above.

5. The Collateral, which is not normally used in more than one state, is personal property and will always remain such, regardless of the manner in which the same may be installed and attached to pipes or plumbing. If Seller deems it necessary, Purchaser will obtain an agreement to similar effect from the owner or lessee of each parcel of real estate where the Collateral may, from time to time, be located.

NOTICE TO PURCHASER AND ACKNOWLEDGMENT OF RECEIPT OF COPY HEREOF: (1) Do not sign this Agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this Agreement, and receipt of such a copy is hereby acknowledged. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the above finance and service charge. THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

Gordon Kibler Authorized Signature

Gordon Kibler

By Rodney Claf Fowler Signature (Sign full name in ink. Do not print)

WAGNER COFFEE SERVICE 200 G PENROD CT GLEN BURNIE MD. This instrument was prepared by Gordon Kibler, EBCO Manufacturing Co. By Rodney Claf Fowler, Purchaser.

9001-004775

5

Purchaser further warrants and covenants:

6. The statements and representations made by the Purchaser herein and signed by Purchaser are true. Purchaser will immediately notify Seller or assignee in writing of any change in or discontinuance of Purchaser's place of residence or place or places of business whichever is or are set forth in said statement.

7. No financing statement covering the Collateral is on file in any public office, and at request of Seller. Purchaser will join with Seller in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to Seller and will pay the cost of filing the same in all public offices wherever filing is deemed necessary or desirable by Seller.

8. Purchaser will not sell or offer to sell or otherwise transfer or encumber the Collateral or any interest therein without written consent of Seller; will keep the Collateral in good order and repair and will not waste or destroy the Collateral.

9. Purchaser admits, upon examination, that the Collateral is as represented by Seller and acknowledges acceptance and delivery thereof complete with attachments and equipment in good condition and repair. Seller may examine and inspect the Collateral at any time, wherever located.

10. Seller may correct patent errors herein and in the note.

11. Any notice to Purchaser shall be sufficiently given when mailed to Purchaser's address stated above.

12. Upon the happening of any of the following events or conditions, namely: (I) default in the payment or performance of any of the Obligations or of any covenant or liability contained or referred to herein or in any note evidencing any of the Obligations; (II) any warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser in connection with this agreement or to induce Seller to make a loan to Purchaser proving to have been false in any material respect when made or furnished; (III) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (IV) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of 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, Purchaser or any guarantor or surety for Purchaser; thereupon, or at any time thereafter (such default not having previously been cured); (V) or if Seller deems itself insecure, Seller at its option may declare all of the Obligations to be immediately due and payable and shall then have the remedies of a seller under the law, including, without limitation thereto, the right to take possession of the Collateral, and for that purpose Seller may, so far as Purchaser can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. Seller may require Purchaser to make the Collateral available to Seller at a place to be designated by Seller which is reasonably convenient to both parties. Seller will give Purchaser at least five days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made, and at any such public or private sale Seller may purchase the Collateral.

13. This agreement and the security interest in the Collateral created hereby shall terminate when the Obligations have been paid in full. No waiver by Seller of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. Seller is authorized to fill in any blank spaces herein and to date this agreement appropriately. All rights of Seller hereunder shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Seller; and all obligations of Purchaser shall bind the heirs, executors, administrators, successors and assigns of Purchaser. If there be more than one Purchaser, their obligations hereunder shall be joint and several.

14. The Seller and Purchaser acknowledge that the subject matter of this Security Agreement bears a reasonable relation to the State of Ohio and agree that the laws of Ohio will govern their rights and duties hereunder and that all provisions of this Security Agreement will be interpreted under the laws of Ohio, to the exclusion of conflicts of laws provisions.

15. It is understood and agreed that this instrument and the promissory note executed herewith may be assigned to a third party. Upon notice of such assignment, Purchaser agrees to make all payments at the office of the named assignee and Purchaser acknowledges that Seller is not an agent of such assignee for any purpose. Purchaser hereby agrees that such assignment shall be free of any and all defenses which Purchaser may have against Seller and Purchaser agrees to settle all claims against Seller directly with Seller and not to set up any such claim in any action brought by assignee.

16. This Security Agreement contains the entire agreement between the parties, and no oral agreement shall be binding.

ASSIGNMENT AND WARRANTY

For value received, the undersigned does hereby sell, assign, transfer, and set over unto DEPENDABLE ACCEPTANCE CO., P.O. Box 13150, Columbus, OH 43213-0150, its successors and assigns, all of its right, title and interest in and to the within security agreement, the amounts due and to become due thereunder and to the Collateral therein described, hereby granting full power to the said assignee, either in the assignee's own name or in the name of the undersigned, to take all such legal or other proceedings as the undersigned might have taken except for this assignment.

The undersigned warrants that the within instrument and the note secured thereby are genuine and in all respects what they purport to be; that all statements contained therein are true; that the within security interest is the first and best lien upon the Collateral described therein; that there are no defenses, counterclaims, or set-offs thereto; that all parties to the foregoing instrument have capacity to contract, and that the undersigned has no knowledge of any facts which impair the validity or value of either the said note or the within security agreement.

The undersigned warrants that the said note and security agreement arise out of a bona fide sale made in compliance with the law from the undersigned to the Purchaser named in the agreement for the amount therein, the Collateral described therein has been accepted by the Purchaser, that the down payment was made by the Purchaser in cash, unless otherwise specifically stated in the agreement, and that the cash payment indicated in said agreement has been received and/or that the allowance given for the trade-in is in the amounts stipulated in the agreement.

Dated this 30th Day of MARCH, 19 90.

EBCO MANUFACTURING CO. GORDON KIBLER CREDIT MANAGER

By Gordon Kibler Authorized Signature

9001-004775
9001-004775

9001-004775

9001-004775

BCO MANUFACTURING CO. ** REMITTANCE ADDRESS **
 65 N. HAMILTON RD. EBCO MANUFACTURING CO.
 P.O. BOX 13150 DEPT. 566
 COLUMBUS, OH 43213-0150 COLUMBUS, OH 43265
 14/861-1350
 AX 614/861-6783

ORIGINAL INVOICE
 FACTURE ORIGINALE
 INVOICE NO. 29536
 NO. FACTURE

ORDER NO. - COMMANDE	19 0287 94	029821
CUSTOMER BILLING NO. FACTURATION CLIENT	19 0287 94	
CUSTOMER NO. REF. CLIENT	19 0287 94	
INVOICE DATE DATE FACTURE		3/08/90
SHIP VIA - EXPEDITION PAR	WARD	
ORDER DATE - DATE CDE	3/06/90	
ACCT. CODE CTE/CODE	101	
SALESMAN'S # REF./VENDEUR	003	

SOLD TO
 WAGNER COFFEE SERVICE
 200 G PENROD CT
 GLEN BURNIE MD 21061

SHIP TO
 (IF DIFFERENT THAN SOLD TO)
 ADRESSE DE LIVRAISON (SI DIFFERENTE)

556 PAGE 99

ATTN ACCTG: 24 MO DAC

PLEASE RETURN TOP OF INVOICE WITH YOUR REMITTANCE RETOURNER LA PARTIE SUPERIEURE DE LA FACTURE AVEC PAIEMENT S.V.P.

PRPY&ALW

DEPENDABLE

Invoices are dated the day of shipment. On all accounts not paid within 30 days from the end of the month which invoices are rendered, a service charge will be assessed at the rate of 2% per month, beginning on 1st of the month following the date on which payment is due.

Les factures portent la date du jour d'expédition. Sur toutes les comptes impayés après 30 jours à partir de la fin du mois dont les factures sont envoyées, on y appliquera une charge au taux de 2% mensuel à partir du premier du mois après la date quand c'est devenu payables.

QUANTITIES ORDERED	QUANTITIES SHIPPED	QUANTITIES BACK ORD. AU CARNET	PRICE PRIX	PART NO. AND DESCRIPTION PCE-REF. ET DESCRIPTION	NET AMOUNT MONTANT NET	
IMPORTANT- WHEN REMITTANCE. PLEASE INDICATE OUR INVOICE NUMBER ON YOUR						
2	2		179.14	621008 WHI EBA1K OASIS WATER COOLER 115/60 1/AC	358.28	
20	20		171.92	621000 WHI EBA1 OASIS WATER COOLER 115/60 1/AC	3,438.40	
5	5		237.80	621004 WHI EBA1H OASIS WATER COOLER 115/60 1/AC	1,189.00	
20	20		.90	020497 OASIS TRAY, ANTI SPLASH	18.00	
20	20		1.74	020503-004 OASIS RECEPTOR-WHITE	34.80	
INCLUDES SALES LITERATURE-					TOTAL	5,038.48

SERIAL NUMBERS OF UNITS SHIPPED DER050N 9:51:11 03/08/90

ORDER NO- 029821 3/08/90 19028794
 WAGNER COFFEE SERVICE

8938-472605	EBA1K	8810-124070	WHI		2
8931-387651	EBA1	8931-387655	WHI	8931-387656	
8931-387648		8931-387649		8931-387646	
8931-387640		8931-387642		8931-387641	
8931-387710		8931-387711		8931-387644	
8931-387645		8931-387654		8931-387653	20
9001-004778	EBA1H	9001-004777	WHI	9001-004776	
9001-004775				9001-004773	5

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 497 Page No. 111
Identification No. 261294 Dated 4/21/86

1. Debtor(s) { Bio Gro Systems, Inc.
Name or Names - Print or Type
1916 Forest Drive, Annapolis, A.A. Co., Md. 21401
Address - Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names - Print or Type
18 West Street, Annapolis, A.A. Co., Md. 21401
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) _____
4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Please change Debtor(s) address

180 Admiral Cochrane Drive
Suite 305
Annapolis, Md. 21401

RECORD FEE 10.00
POSTAGE .50
#661130 0777 R03 119:09
GK 05/22/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR
BIO GRO SYSTEMS, INC.
[Signature]
(Signature)
James R. Hecht
Vice President

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
[Signature]
(Signature of Loan Officer)
Catherine Lewis Damasio, Asst. V.P.
(Print Name and Title)
18 West Street, Annapolis, Md. 21401
(Address)

15.2

556 101

280933

To be Recorded:

- _____ Among the Land Records of Anne Arundel County, Maryland
- X _____ Among the Financing Statement Records of Anne Arundel County, Maryland
- _____ Among the Records of the Maryland State Department of Assessments and Taxation.

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Article of the Annotated Code of Maryland

Principal Amount is \$150,000.00

The appropriate recordation taxes have been paid upon the filing of a Deed of Trust and Security Agreement recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

Debtor: Leander J. Foley, III
Mary D. Foley
914 Ravenshead Hill
Sherwood Forest, Maryland 21401

Secured Party: NCNB National Bank of Maryland
201 North Charles Street
Baltimore, Maryland 21201
Attn: Hugh Shannon

RECORD FEE 18.00
POSTAGE .50
#783560 0055 R02 T20:56
05/22/90
H. ERLE SCHAFER
CK AA CO. CIRCUIT COURT

1. This Financing Statement covers all of the Debtor's right, title and interest in and to:
 - a. All equipment, apparatus, machinery, fittings, appliances, furniture, and furnishings, and other chattels and tangible personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future construction, utilization, enjoyment, occupation, or operation of the property located in Anne Arundel County, Maryland (the "Property"), and described in Exhibit A attached hereto, for so long as such items are or remain personal property and not fixtures or permanent additions to the Property.
 - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Property, whether or not yet incorporated into any building, structure,

MDA:021197:05/08/90

1200
SE

or improvement, or located elsewhere and not as yet delivered to the Property, for so long as such items are or remain personal property and not fixtures or permanent additions to the Property.

- c. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - d. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust executed this day by the Debtor or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - e. All leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property.
 - f. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale and all franchise or license agreements or management agreements for all or any portion of the Property, or for any business conducted thereon.
 - g. 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.
 - h. All fixtures of the Property.
2. The proceeds and products of the above-described property are secured, as are future advances, after-acquired property, and any substitutions, renewals, replacements, additions or accretions to or of any of the above-described property.

3. The Debtor certifies that no recording tax is due in connection with the filing of this financing statement.

DEBTOR:

Leander J. Foley, III (SEAL)
Leander J. Foley, III

Mary D. Foley (SEAL)
Mary D. Foley

DATE: May 14, 1990

Filing Officer: After Recording Please Return To:

Robert E. Scher, Esquire
Ober, Kaler, Grimes & Shriver
120 East Baltimore Street
Baltimore, Maryland 21202-1643
(301) 685-1120

MDA:021197:05/08/90

EXHIBIT A

Being known and designated as Condominium Unit in the First Assessment District of Anne Arundel County, State of Maryland, and known as Unit No. B-1, in South River Medical Professional Center, Condominium Regime, as said Unit and said Condominium Regime made by Knut J. Aarsand, et al, trading as A.K.R. Properties, a General Partnership, dated August 22, 1974 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2711, folio 253, and shown on Amended Plats of said Condominium recorded in the Plat Records of Anne Arundel County in Plat Book 56, pages 40, 41, 42 and 43, and the By-Laws recorded in Liber W.G.L. No. 2700, folio 269.

Subject to and with the benefit of the said Declaration and By-Laws recorded among the Land Records of Anne Arundel County, and together with the appurtenances thereunto appertaining including an undivided 27.63% interest in the common elements referred to in said Declaration and in the common profits and voting rights and subject to the same percentage of the Assessments.

SAVING AND EXCEPTING therefrom that 17,265 square feet, more or less, conveyed by Michael Monias, et al. to The State of Maryland To The Use of the State Highway Administration of the Department of Transportation by Deed dated May 3, 1983 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3584, folio 73 for the widening of Maryland Route #2, and as more specifically designated on the State Highway Administration's Plat numbered 47247, which said plat is duly recorded among the Land Records of Anne Arundel County.

Subject to all right, easements, restrictions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein and Grantee, by acceptance of this Deed hereby expressly assumes, and agrees to be bound by the covenants and provisions in the aforesaid Declaration and the By-Laws as if the same had been fully set forth herein, including, but not limited to, the obligation to make payment of the assessments as prescribed in said Declaration and the By-Laws of said Condominium.

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

X10168

BOOK 556 PAGE 105

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 513

Page No. 502

Identification No.

Dated 6/24/87

1. Debtor(s) { Richard and Betty Harvey
Name or Names—Print or Type
11 Admiral Road Severna Park, MD 21146
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party { Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
#662000 0777 103 709:20
05/23/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: January 10, 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)

158

RETURN TO:
THE FOUNTAINHEAD TITLE GROUP
10240 LITTLE PATUMENT PARKWAY SUITE 102
COLUMBIA, MO 21044

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Form UCC-1

DEBTOR (Last Name First if a Person)
 NAME
1A Mona, Garrett F.
 MAILING ADDRESS
 2026 Thresam Court
 CITY Gambrills STATE Maryland 21054

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)
 NAME
1B Mona, Tamela C.
 MAILING ADDRESS
 2026 Thresam Court
 CITY Gambrills STATE Maryland 21054

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)
 NAME
1C
 MAILING ADDRESS
 CITY STATE

SECURED PARTY (Last Name First if a Person)
 NAME
2A Mayor's Jewelers, Inc.
 MAILING ADDRESS
 3101 PGA Blvd. Suite Q205
 CITY Palm Beach Gardens STATE Fla. 33410

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)
 NAME
2B
 MAILING ADDRESS
 CITY STATE

ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
 NAME
3
 MAILING ADDRESS
 CITY STATE

THIS SPACE FOR USE OF FILING OFFICER
 Date, Time, Number & Filing Office

50258080

BOOK 556 PAGE 106

280934

RECORD FEE 12.00
 POSTAGE .50
 #652110 0777 R03 109:29
 05/23/90
 CK H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

AUDIT	UPDATE
VALIDATION INFORMATION	

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"

One lady's mounting with tapered baguettes 12-8097 \$3995.00
 One gents status ring with 3 rows of diamonds 05-5878 2650.00
 Lady's diamond marquise diamond solitaire 01-7579 \$16,900.00

5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.

6. Filled with:

7. No of additional Sheets presented

8. (Check) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid
 Florida Documentary Stamp Tax is not required

9. This statement is filed without the debtor's signature to perfect a security interest in collateral. (Check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state
 which is proceeds of the original collateral described above in which a security interest was perfected
 as to which the filing has lapsed
 acquired after a change of name, identity, or corporate structure of the
 debtor or secured party

10. (Check if so)
 Debtor is a transmitting utility
 Products of collateral are covered

11. SIGNATURE(S) OF DEBTOR(S)
[Signature]

12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE

13. Return copy to

NAME	
ADDRESS	
CITY	
STATE	ZIP CODE

NAME AND ADDRESS OF PREPARER

1052

FNB-1293A

FILING OFFICER COPY

Approved by Secretary of State, State of Florida

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

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) W.B. Showrooms, Ltd. Partnership W.B. Impressions Inc., its General Partner		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 9060 Junction Dr.		1C. CITY, STATE Annapolis Junction, Md.	1D. ZIP CODE 20701
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) California Waterbeds		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Biz & Associates Inc. MAILING ADDRESS 2100 E. Valencia Dr. #D CITY Fullerton, CA. 92631 STATE ZIP CODE		4A. SOCIAL SECURITY NO. FEDERAL TAX NO OR BANK TRANSIT AND A S A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO OR BANK TRANSIT AND A S A. NO.	

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

All products sold, consigned and shipped by Biz & Associates Inc. of waterbed furniture and accessories under the product names of Biz & Associates Inc., Featureline Mfg. Inc., Goldenwest Frame Co. Inc., Westline Mfg. Inc., Woodcrest Furniture Co Inc., Textured Design Furniture Co Inc., T.N. T. Wood Products and the after aquired proceeds from the sale(s) thereof.

RECORD FEE 14.00
POSTAGE .50
#860150 0777 R03 T09:36
05/23/90

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

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

9. SIGNATURE(S) OF DEBTOR(S) 	DATE: 4-23-90	C O D E 1 2 3 4 5 6 7 8 9 15	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
W.B. Showrooms, Ltd. Partnership W.B. Impressions Inc., its General Partner, dba California Waterbeds			
TYPE OR PRINT NAME(S) OF DEBTOR(S)			
SIGNATURE(S) OF SECURED PARTY (IES) 	DATE: 5-15-90		
Biz & Associates Inc.			
TYPE OR PRINT NAME(S) OF SECURED PARTY (IES)			
11. Return copy to:			
NAME	<input type="checkbox"/> Biz & Associates Inc.		
ADDRESS	2100 E. Valencia Dr. #D		
CITY	Fullerton, CA. 92631		
STATE			
ZIP CODE			

(1) FILING OFFICER COPY

FORM UCC-1—FILING FEE \$3.00
Approved by the Secretary of State

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS
OF THE STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION

RECORDATION TAXES
PAID TO ANNE ARUNDEL
COUNTY, MARYLAND

2809.36

556-108

TO BE
 NOT TO BE } RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO } RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 95,000.00

FINANCING STATEMENT

1. Debtor(s):
Name or Names—Print or Type
La Bonne Vie, Inc.
Address—Street No., City - County State Zip Code
195 Main Street, Annapolis, Maryland 21401

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

2. Secured Party:
Name or Names—Print or Type
Michel Fretin
Address—Street No., City - County State Zip Code
921 Jackson Street, Annapolis, Maryland 21403

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
Equipment, furniture, fixtures, inventory, accounts receivable;
Except that this lien shall be subordinate to the liens of construction and development lenders and also shall be subordinate to liens of owners or vendors of restaurant equipment.
4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S):
La Bonne Vie, Inc.
By: [Signature]
(Signature of Debtor)
Jean-Louis Evennou
Type or Print
(Signature of Debtor)
Type or Print

SECURED PARTY:
[Signature]
(Company, if applicable)
(Signature of Secured Party)
Michel Fretin
Type or Print (Include title if Company)

RECORD FEE 11.00
RECORD TAX 665.00
POSTAGE .50
1855680 0345 R01 109:44
CK 05/23/90
H. ERLE SCHAFER
MD CO. CIRCUIT COURT

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

Name and Address Hartman and Crain, 2660 Riva Road, Fourth Floor, Annapolis
Lucas Bros. Form F-1 Maryland 21401

17
005-8

556 PAGE 109

2809.37

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

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

Debtor(s) (Last Name First) and address(es)
**Power Component
Systems, Inc.
7526 Connelley Drive,
Suite R
Hanover, Maryland 21076**

Secured Party(ies) and address(es)
**SYGNET LEASING 1989A
10 E. 22nd Street
Suite 214
Lombard, IL 60148**

RECORD FEE 11.00
CK

POSTAGE 50

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

The Following Equipment under Lease No. 535001,
Schedule No. 3.

- (1) COMPAQ Deskpro 286 Model 1
SN: 4924HZ1H0807
- (1) COMPAQ VGA Color Display SN: 00114544D113
- (1) ARC NET Card

ASSIGNEE OF SECURED PARTY
LaSalle Bank of Lisle
 4733 Main Street
 Lisle, IL 60532
 H. ERLE SCHAFER
 11th CO. CIRCUIT COURT

124993/5976

EQUIPMENT LEASE THAT DOES NOT CREATE A SECURITY INTEREST _ NOT SUBJECT TO MARYLAND RECORDATION TAX.

2. Products of Collateral are also covered.

Power Components Systems, Inc.

____ Additional sheets presented.
 ____ Filed with Office of Secretary of State of Illinois.
 ____ Debtor is a transmitting utility as defined in UCC §9-105.

By: *[Signature]*
 Signature of (Debtor) (Secured Party)
David Leach, President
 *Signature of Debtor Required in Most Cases;
 Signature of Secured Party in Cases Covered By UCC §9-402 (2)

Filing Officer Copy—Alphabetical

This form of financing is approved by the Secretary of State.

PRINT OR TYPE ALL INFORMATION

BOOK 556 PAGE 110

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (x) YES () NAME OF RECORD OWNER Anne Arundel County

STATE CORPORATION COMMISSION (Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209) FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

280938

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Excavating, Inc. 1073 ST Stephens Church Road Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT (checked)
CONTINUATION - ORIGINAL STILL EFFECTIVE
AMENDMENT
ASSIGNMENT
PARTIAL RELEASE OF COLLATERAL
TERMINATION

Name & address of Secured Party

Furnival Machinery Company 7135 Standard Drive Hanover MD 21076

Name & address of Assignee

Associates Commercial Corporation 4191 Innslake Drive #118 Glen Allen, VA 23060

RECORD FEE 11.00

Date of maturity if less than five years

Check if proceeds of collateral are covered (x)

Description of collateral covered by original financing statement

One Komatsu Model D37P-2 Crawler Tractor SN/ A1773 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS, REPLACEMENT PARTS, ADDITIONS, AND ALL PROCEEDS THEREOF.

STAGE CK .50 #66280 CTTT 103 T10:00 05/23/90

EXEMPT RECORDATION TAX- CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

H. ERLE SCHAFER AA CO. CIRCUIT COURT

Describe Real Estate if applicable:

Cunningham Excavating, Inc.

Furnival Machinery Company

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

Gloria Cunningham, Sec/Treas

JP Wreath, Sec/Treas

556 PAGE 111

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)
Holmatro, Inc.
412 Headquarters Dr.,
Millersville, MD 21108

2. Secured Party(ies) and address(es)
Maruka Machinery Corp. of America
16 Chapin Rd.,
Pine Brook, NJ 07058
MOR-939

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

4. This statement refers to original Financing Statement bearing File No. 273722, B529, P320
Filed with Anne Arundel Co. Date Filed 7/12/88 1988

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

RECORD FEE 10.00
POSTAGE CK .50
#662290 0777 R03 T10:01

05/23/90

AA CO. CIRCUIT COURT

No. of additional Sheets presented:

MARUKA MACHINERY CORP. OF AMERICA
Masaki sasaki, General Manager

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM FORM UCC-3

FINANCING STATEMENT

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Corman Construction, Inc.
 Address 12001 Guilford Road, Annapolis Junction, MD. 20701

2. SECURED PARTY/SELLER

Name The Milton James Company
 Address 8411 Pulaski Highway, Baltimore, Maryland 21237

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE

3. Maturity date of obligation (if any) _____ RECORDED FEE 11.00

4. This financing statement covers the following types (or items) of property (list) POSTAGE .50

Make or Manufacturer	Description	Identification Number	Motor Number	Model	Year
John Deere	Backhoe	T0710CD	T06359T	710C	
	Loader	764936	227219		

#662000 0777 R03 T10:01

CK 05/23/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK [] THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CORMAN CONSTRUCTION, INC.

THE MILTON JAMES COMPANY

W.M.G.D.
 (Signature of Debtor)

Brian N. Bankard Pres.
 (Signature of Secured Party)

W.G. COX PRES.
 Type or Print Above Signature on Above Line

Brian N. Bankard, President
 Type or Print Above Name on Above Line

11.8

280940

556 113

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER

Anne Arundel
STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Excavating, Inc.
1073 ST Stephens Church Road
Crownsville, MD 21032

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 .50

Name & address of Secured Party

Furnival Machinery Company
7135 Standard Drive
Hanover MD 21076

Name & address of Assignee

Associates Commercial Corporation
4191 Innslake Drive #118
Glen Allen, VA 23060

#662310 CTTT R03 T10:02

05/23/90

H. ERLE SCHAFER

Date of maturity if less than five years

Check if proceeds of collateral are covered. CIRCUIT COURT (X)

Description of collateral covered by original financing statement

One Komatsu Model D68E-1 Crawler Tractor SN/ B1095 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS, REPLACEMENT PARTS, ADDITIONS, AND ALL PROCEEDS THEREOF.

EXEMPT RECORDATION TAX- CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Excavating, Inc.

Furnival Machinery Company

Signature of Debtor if applicable (Date)

Gloria Cunningham, Sec/Treas

Signature of Secured Party if applicable (Date)

J.P. Wreath 5/14/90

Gloria Cunningham, Sec/Treas

J.P. Wreath, Sec/Treas

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253975

RECORDED IN LIBER 478 FOLIO 137 ON 9/25/84 (DATE)

1. DEBTOR

Name Daniel B Jr. and Joanne M Wiggington

Address 151 Ridge Chaper Rd Hanover, MD 21076

RECORD FEE 10.00

POSTAGE .50

2. SECURED PARTY

Name Signet Bank AKA Union Trust CO.

Address P.O. Box 25963 Richmond, Va. 23260

#662320 C777 R03 710:02

05/23/90

H. ERLE SCHAFER

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

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

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

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

Termination

New Moon Mobilehome Serial #1220279 Class G

Dated May 14, 1990



(Signature of Secured Party)

Barbara Spears Assistant Manger

Type or Print Above Name on Above Line

184

AACo

BOOK 556 PAGE 115

280941

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 5/15/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DANIEL R. EDEN
Address 2100 EDEN WOOD LANE GAMBRIEL MD 21054

2. SECURED PARTY

Name Security Ford New Holland, Inc.
Address 3828 Washington Blvd.
Baltimore, MD 21227

RECORD FEE 11.00
POSTAGE .50
#682330 0777 RD3 T10:04

3. Assignee of Secured Party Ford Motor Credit Co.

Address 10710 Midlothian Turnpike Fairfax Bldg. Suite 306
Richmond, VA 23235

CK 05/23/90

H. ERLE SCHAFER

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

4. Maturity date of obligation (if any) _____

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

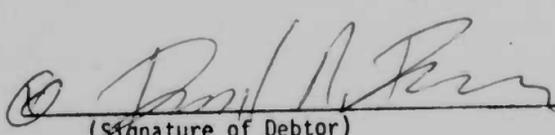
FORD LG7 18H TRACTOR MODEL 9801811 S/N L9L0190
FORD 48" MOWER MODEL 9607444 S/N L9Q0167

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

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

NOT SUBJECT TO RECORDATION TAX

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

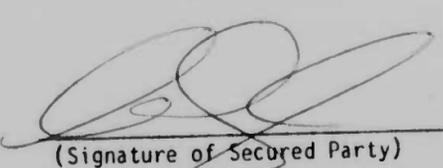

(Signature of Debtor)

DANIEL R. EDEN
Type or print above Signature on above line

11/8

(Signature of Debtor)

Type or print above Signature on above line


(Signature of Secured Party)

Thomas J. Drescher
Type or print above name on above line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15922

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2799.26

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

This financing statement Dated 5/8/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marilyn E. McCall
Address 6105 Heritage Hill Dr. #A

2. SECURED PARTY

Name Avco Financial Services of Maryland
Address 7164 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) 5/8/92

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

Sharp VCR
RCA color TV console

Table with 2 columns: Description, Amount. Includes RECORD FEE 11.00, RECORD TAX 21.00, POSTAGE .50, #662340 0777 R03 710:05, CK 05/23/90

CHECK [X] THE LINES WHICH APPLY

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

H. FILE SCHAFER
AA CO. CIRCUIT COURT

Marilyn E. McCall (Signature of Debtor)
Marilyn E. McCall (Type or Print Above Name on Above Line)
(Signature of Debtor)
Type or Print Above Signature on Above Line

Terry L. Brown (Signature of Secured Party)
Terry L. Brown Asst. Manager (Type or Print Above Signature on Above Line)

Handwritten numbers 11, 21, 50



BOOK 556 PAGE 117

280943

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.

Inventory/Equipment

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

1. DEBTOR

Name Baldwin Service Center, Inc.
Address Defense Hwy. 450 & 178 Annapolis, MD 21401

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

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

RECORD FEE 11.00

POSTAGE CK .50

#662370 0777 R03 T10:07

05/23/90

H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Baldwin Service Center, Inc.

Therese J. Tress
(Signature of Debtor)

Ikse H. Funk

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

117.50

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 6, 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	JCB Centermount 2 wheel Loader	1400B	14BN2059/343935/7

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

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

Baldwin Service Center, Inc.

By: *Richard J. [Signature]* Treas.

280944

556 PAGE 119

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)
Westinghouse Electric Corp.
Elkridge Landing & W.
Nursery Rd.
Linthicum, MD 21090

2 Secured Party(ies) and address(es)
Leasing Systems, Inc.
8180 Greensboro Dr.,
Suite 1140
McLean, VA 22102

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

RECORD FEE 11.00
POSTAGE .50

REC'D DT 05/23/90
11:11

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

Lease #216780

1 Laird LX Character Generator & Copy Stand

"NOT SUBJECT TO RECORDATION TAX"

5 Assignee(s) of Secured Party and Address(es)
Metropolitan Bank, N.A.
1455 F St., N.W. Suite 200
Washington, D.C. 20004

P.29

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

Filed with

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

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

Westinghouse Electric Corporation

Leasing Systems, Inc.

By: Jeff Pevner, Supv. A/V Support
Signature(s) of Debtor(s)

By: Lee E. Nathanson, President
Signature(s) of Secured Party(ies)

STANDARD FORM UCC - 1.

(1) FILING OFFICER COPY - ALPHABETICAL

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 280945

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

A TRUE LEASE NOT INTENDED FOR SECURITY.

1. DEBTOR LESSEE

Name 113 MAIN, INC., T/A FRAN O'BRIEN'S RESTAURANT
Address 113 MAIN STREET, ANNAPOLIS, MD 21401

2. SECURED PARTY LESSOR

Name NELCO CORPORATION
Address P.O. BOX 537, LAUREL, MD 20725

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

3. Maturity date of obligation (if any) _____

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

2 MODEL C121HWP ICE-O-MATIC ICE MACHINES
SERIAL # I91502198W AND # H91501976W

2 MODEL B100P ICE-O-MATIC ICE BINS
SERIAL # J90010381W AND # N00001475W

RECORD FEE 12.00
POSTAGE BK .50
#662400 0777 R03 T10:13
05/23/90

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)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

12.50

113 MAIN, INC. T/A FRAN O'BRIEN'S RESTAURANT
(Corporate or Trade Name)

(Signature of Debtor) + Mrs.

SIKE SHARIGAN
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NELCO CORPORATION

(Signature of Secured Party)

GREGORY R. NELSON

Type or Print Above Signature on Above Line

FINANCING STATEMENT

FORM UCC-1

BOOK 556 PAGE 121

Identifying File No. 280946

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Baltimore Aircoil Company, Inc.

Address 7595 Montevideo Road, Jessup, MD 20794

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) _____ RECORD FEE 21.00

4. This financing statement covers the following types (or items) of property: (list) #662410 CTTT R03 T10413

See Schedule "A" attached hereto and made an integral part hereof. Lessee is not authorized to dispose of leased equipment.

Name and address of Assignee GK 05/23/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT

The filing of this Financing Statement is for informational purposes only. It is filed as a matter of record and notification of a lease between James Madison Financial Corporation (Lessor) and Baltimore Aircoil Company, Inc. (Lessee) and is not intended to create a Security Interest. Lease #8703-066-G

CHECK THE LINES WHICH APPLY

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

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

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

Baltimore Aircoil Company, Inc.

X [Signature] (Signature of Debtor)

Howard R. Murray Type or Print Above Name on Above Line

[Signature] (Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

[Signature] (Signature of Secured Party)

Dennis B. Kohan, AVP Type or Print Above Signature on Above Line

21

SCHEDULE A

This schedule is attached to and becomes a part of lease #8703-066-6 between the undersigned.

Quantity	Item #	Description	Serial #	Unit Cost	Amount
FROM: ANNMARC 222 Severn Avenue Annapolis, MD 21403					
1	D1327AABA	Vecta ES/12 Model 27 PC w/20MB Drive & VGA Adapter s/n 2841Y01116			1,980.00
1	45812A	1.2MB Flexible Disc Drive for Vectra PC			192.00
1	D1182A	VGA Color Display s/n 8924J77497			485.00
1	45951E	Microsoft MS-DOS 3.3 US Version on 3.5" discs			80.00
1	68340F003	Lotus 123 on 3.5" Discs			309.00
1	SS 33331	Norton Commander V2.0			49.00
1	REF1 3.50	Reflection 1 for 3.5" Discs			198.00
1	D1327AABA	Vecta ES/12 Model 27 PC w/20MB Drive & VGA Adapter s/n 2929A68838			1,755.00
1	D1182A	VGA Color Display s/n 8930J93035			485.00
1	45951E	Microsoft MS-DOS 3.3 US Version on 3.5" discs			85.00
1	SS 67661	Western Digital Ethercard Plus/TP Networks			343.00
1	SS 51785	Wordperfect V5.0 on 3.5" discs			249.00
1	REF1 3.50	Reflection 1 for 3.5" Discs			198.00
1	SS 33331	Norton Commander V2.0			49.00
1	SS 93109	Lotus 123 v2.2 on 3.5" Discs			236.00
1	33440A	Laserjet II Printer w/RS232/422 & Centronics Int. s/n 2935A25761			1,590.00
1	92286PC	Procollection Font Cartridge			195.00
1	ABL AMON-	Cable-Parallel PC To Printer 00001-15			0.00

This Schedule is hereby verified correct and the undersigned lessee acknowledges receipt of a copy.

JAMES MADISON FINANCIAL CORPORATION

By: _____

Title: _____

Lessee:

BALTIMORE AIRCOIL COMPANY, INC.

By: *X* _____

Title: *Controller / Asst. Secretary*

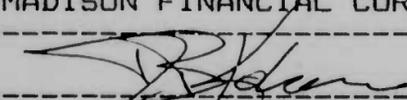
SCHEDULE A

This schedule is attached to and becomes a part of lease #B703-066-G between the undersigned.

Quantity	Model #	Description	Serial #	Unit Cost	Amount
2	D1327AABA	Vecta ES/12 Model 27 PC w/20MB Drive & VGA Adapter s/n 2942A76564, 2942A76567		1,690.00	3,380.00
2	D1182A	VGA Color Display s/n 8928JB8545, 8928JB9069		425.00	850.00
2	45951E	Microsoft MS-DOS 3.3 US Version on 3.5" discs		75.00	150.00
1	SS 33369	Rampage Plus/286/512K			475.00
2	SIMMS256K	256K Simms (100 Nanoseconds)		60.00	120.00
1	PAGEMAKER	Pagemaker (Aldus) V3.0-3.50			543.00
1	D1318BABA	Windows/286 3.5" Version			99.00
2	REF1 3.50	Reflection 1 for 3.5" Discs		198.00	396.00
2	SS 73288	Norton Commander V3.0-5.25&3.5		49.00	98.00
2	SS 67661	Western Digital Ethercard Plus/TP Networks		349.00	698.00
2	SS 31270	Word Perfect V5.1+File Serv-3.5"		249.00	498.00
1	SR3	Equipment Set-Up			80.00
1	SS 93109	Lotus 123 v2.2 on 3.5" Discs			331.00
1	92286PC	Procollection Font Cartridge			225.00
1	D1327AABA	Vecta ES/12 Model 27 PC w/20MB Drive & VGA Adapter s/n 2920A59255			1,980.00
1	D1182A	VGA Color Display s/n 8908J56838			485.00
1	SS 67661	Western Digital Ethercard Plus/TP Networks			359.00
1	REF1 3.50	Reflection 1 for 3.5" Discs			198.00
1	SS 06501	Wordperfect V5.0 Additional Station			89.00
1	68340F003	Lotus 123 on 3.5" Discs			309.00

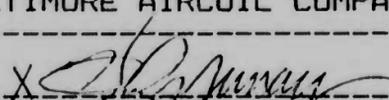
This Schedule is hereby verified correct and the undersigned lessee acknowledges receipt of a copy.

JAMES MADISON FINANCIAL CORPORATION

By: 

Title: AVP

Lessee: BALTIMORE AIRCOIL COMPANY, INC.

By: 

Title: Controller / Asst. Secretary

SCHEDULE A

Page 3 of 4

This schedule is attached to and becomes a part of lease #8703-066-G between the undersigned.

Quantity	Model #	Description	Serial #	Unit Cost	Amount
1	D1327AABA	Vecta ES/12 Model 27 PC w/20MB Drive & VGA Adapter s/n 2926A64534			1,980.00
1	D1182A	VGA Color Display s/n 8846J31795			485.00
1	45951E	Microsoft MS-DOS 3.3 US Version on 3.5" Discs			80.00
1	SS 33331	Norton Commander V2.0			49.00
1	REF1 3.50	Reflection 1 for 3.5" Discs			198.00
1	SS 73249	Practical 2400 Internal Modem			151.00
1	12239A	8.5"x11" Sheetfeeder for Ruggedwriter			175.00
1	2235A	Ruggedwriter 480 Printer w/Centronics & RS-232C Interface s/n 2843A20993			1,186.50
1	33440A	Laserjet II Printer w/RS232/422 & Centronics Int. s/n 2914A35504			1,650.00
1	12239A	8.5"x11" Sheetfeeder for Ruggedwriter			175.00
1	92286PC	Procollection Font Cartridge			225.00
1	D1327AABA	Vecta ES/12 Model 27 PC w/20MB Drive & VGA Adapter s/n 2841Y17116			1,980.00
1	D1182A	VGA Color Display s/n 8845J30864			485.00
1	45951E	Microsoft MS-DOS 3.3 US Version on 3.5" Discs			80.00
2	SS 51785	Wordperfect V5.0 on 3.5" discs		249.00	498.00
2	REF1 3.50	Reflection 1 for 3.5" Discs		198.00	396.00
1	SS 33331	Norton Commander V2.0			49.00
1	SS 67661	Western Digital Ethercard Plus/TP Networks			359.00

This Schedule is hereby verified correct and the undersigned lessee acknowledges receipt of a copy.

JAMES MADISON FINANCIAL CORPORATION

By: _____

Title: _____

Lessee:

BALTIMORE AIRCOIL COMPANY, INC.

By: _____

Title: _____

SCHEDULE A

Page 4 of 4

This schedule is attached to and becomes a part of lease #8703-066-G between the undersigned.

Quantity	Model #	Description	Serial #	Unit Cost	Amount
2	SS 93109	Lotus 123 v2.2 on 3.5" Discs		331.00	662.00
1	SS 67661	*CREDIT* Western Digital Ethercard Plus/TP Networks			(359.00)
1	SS 67661	Western Digital Ethercard Plus/TP Networks			349.00
1	SS 08027	Microsoft Mouse/Paintbrush/ Menu - Serial/PS2			115.00
1	SS 18288	Lotus 123 v2.2 on 5.25" Disks			331.00
Total From AnnMarc					31,140.50
Vendor: ASK Computer Systems, Inc. 2440 West El Camino Real Mountain View, CA 94039-7650					
2	7937	ASK Disk Drives			25,722.00
1		COBOL II Compiler			8,955.00
1		HP Laser RX & HP Glance			9,405.00
Total From ASK					44,082.00
GRAND TOTAL					75,222.50

This Schedule is hereby verified correct and the undersigned lessee acknowledges receipt of a copy.

JAMES MADISON FINANCIAL CORPORATION

By: _____

Title: _____

Lessee:

BALTIMORE AIRCOIL COMPANY, INC.

By: _____

Title: _____

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. 274751 recorded in Liber 532, Folio 564 on 9-30-88 at Anne Arundel County

1. DEBTOR(S): M & M Machine Service, Inc.
 ADDRESS(ES): 7100 Fort Smallwood Road
Baltimore, Maryland 21225

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

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

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

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

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

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

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a. Not subject to Recordation Tax.

b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

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

8. _____

RECORD FEE 10.00
POSTAGE .50
#802460 CT 17 R03 110:1.6
05/23/90
CK
H. FILE 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 Claude M. Patrick (SEAL)
Claude M. Patrick
Commercial Services Officer
(Type Name and Title)

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

207-126 REV 4/86

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

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

18.8



280947

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)
Ritchie Bike & Moped, Inc.
1244 Ritchie Highway
Arnold, MD. 21012
Soc. Sec. No. _____
Fed. I.D. No. _____

2. Secured Party(ies) and address(es)
WHEEL HORSE PRODUCTS, INC.
515 West Ireland Road
P.O. Box 2649
South Bend, Indiana 46680

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

RECORD FEE 11.00
POSTAGE **CKI** .50
#362470 C777 R03 T10#16

4. This financing statement covers the following types (or items) of property:
All outdoor power equipment, lawn and garden tractors, mowers, snowblowers and tillers, wherever located, and whether existing or hereafter acquired bearing the brand name "Wheel Horse and/or Toro/Wheel Horse" and all attachments, accessories, spare parts, equipment and signs relating thereto, together with all after-acquired property, replacements, accessories, accessions and proceeds including but not limited to all insurance and tort claims with respect to such property all present and future accounts receivable and contract rights arising from the sale or disposition of the foregoing, general intangibles, the right of setoff of monies owned by Debtor but held by Secured Party and chattel paper owned by Debtor all of which property is referred to hereinafter as "Collateral," and as financed by Wheel Horse Products, Inc.

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Recordation tax does not apply to inventory.

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

Filed with:

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

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

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

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 **February 10, 1988**

Record Reference **Liber 523 at Folio 113**

Maturity date (if any)

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

Mayfair Associates		6820 Elm Street	McLean, Va.	22101
c/o NVLand Inc.				

Name of Secured Party or assignee	No.	Street	City	State

Perpetual Savings Bank F.S.B.		1749 Old Meadow Road	McLean, Va.	22102
CHECK APPLICABLE STATEMENT				

RECORD FEE 10.00
POSTAGE .50
#888830 0345 R01 T11:29
05/23/90

- 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

Lots numbered 18-R and 42-R as shown on the plat of a subdivision entitled "Revised Plat 3 CROFTON CHASE" as per plat thereof recorded among the land records of Anne Arundel County, Maryland in Plat Book 125 at Page 11 in Plat No. 6535.

Debtor(s) or assignor(s)

_____ (Seal)

(Corporate, Trade or Fictitious Name)
Perpetual Savings Bank, F.S.B.

Eugene F. Dunn
DWT Eugene F. Dunn, Vice President 4/25/90
Signature of Secured Party or Assignee

(Type or print name under signature)

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

P/O 3/13/90

10
L

NVR SETTLEMENT SERVICES, INC.
12850 Middlebrook Rd., #211
Germanstown, MD 20874

556 129

280948

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)
Central Maintenance Corp.
3601 4th Avenue
Baltimore, MD 21226
MACHINE LOCATED IN ANNAPOLIS MD
M-36222-1

(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 CK .50

#662590 DT77 R03 T10:28

05/23/90

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

One (1) New Caterpillar Model #EL200B Excavator S/N 7DF00855

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAX

(6) Signatures: Debtor(s)

Central Maintenance Corp.

Dave M. Caldwell-V.P.

(By) *[Signature]*
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State

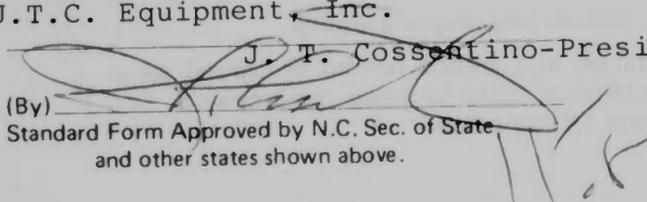
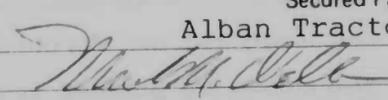
Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

280949

BOOK 556 PAGE 130

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) J.T.C. Equipment, Inc. 8505 Contractors Road Baltimore MD 21237 M-35981 MACHINE LOCATED IN CROFTON MD	(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 Officer POSTAGE <input checked="" type="checkbox"/> .50
(5) This Financing Statement Covers the Following types [or items] of property. One (1) Used Caterpillar Off Highway Dump Truck D25C S/N: 9YC00283		#662600 CTTT R03 T10:25 05/23/90
NOT SUBJECT TO RECORDATION		H. ERLE SCHAFER AA CO. CIRCUIT COURT MD
XXX Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) J.T.C. Equipment, Inc. J. T. Cossentino-President (By)  Standard Form Approved by N.C. Sec. of State and other states shown above.	(By)  Alban Tractor Co., Inc. Secured Party(ies) [or Assignees]	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)
<small>(1) Filing Office Copy - Non-record</small>		UCC-1

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 436 Page No. 249
Identification No. 237418 Dated April 13 1981

1. Debtor(s) { John D Carr & Helen D Carr
Name or Names—Print or Type
305 Cheddington Rd Linthicum (AA Co) Md 21090
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:

RECORD FEE 13.00
POSTAGE CK .50
#662630 CT77 R03 110:30
05/23/90
EYLE SCHAFER
AA CO. CIRCUIT COURT

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

Dated: May 14, 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)

13.50

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 462 Page No. 255
Identification No. 247547 Dated June 1 1983

1. Debtor(s) { Barry L Crouch & Kathleen B Crouch
Name or Names—Print or Type
407 Fairfax Ave Baltimore (AA Co) Md 21225
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"/></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
#662840 DT77 R03 710:30
05/23/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: May 14, 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.
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 462

Page No. 252

Identification No. 247544

Dated June 1 1983

1. Debtor(s) { Richard E Carlson & Rita A Carlson
 Name or Names—Print or Type
111 Ferndale Rd 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 13.00
POSTAGE .50
#662250 0777 R03 T10:30

<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>

05/23/90
ETLE SCHAFER
AA CO. CIRCUIT COURT

Dated: May 14, 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)

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 450

Page No. 120

Identification No. 242701

Dated May 27, 1982

1. Debtor(s) { Joseph C Asensio & Sharon O Asensio
Name or Names—Print or Type
1101 Old Country Rd Severna Park (AA Co) Md 21146
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 13.00
POSTAGE CK .50
#802460 DT77 003 710:31
05/23/90
L. SCHAFER
AA CO. CIRCUIT COURT

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

Dated: May 14, 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)

134

A-A
13.50



STATE OF MARYLAND

556 PAGE 135

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271896

RECORDED IN LIBER 523 FOLIO 553 ON 3-4-88 (DATE)

1. DEBTOR

Name MARINE EQUIPMENT CORP. OF AMERICA

Address 1061 TURKEY POINT ROAD, EDGEWATER, MD 21037

2. SECURED PARTY

Name J I CASE CREDIT CORP

Address P O BOX 292 RACINE, WI 53401

RECORD FEE 10.00
POSTAGE .50
#662710 0777 R03 T10:33
CK 05/23/90

Person And Address To Whom Statement Is To Be Returned If Different From Above H. ERLE SCHAFER
30, 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>

Dated 5-17-90

Terry Thomas
(Signature of Secured Party)

J I CASE CREDIT CORP- TERRY THOMAS
Type or Print Above Name on Above Line

108

STATE OF MARYLAND

Anne Arundel

BOOK 556 PAGE 136
FINANCING STATEMENT FORM UCC-1

Identifying File No. 280950

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 4/18/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Severna Park Shell
Address 505 Ritchie Highway Severna Park, MD 21056

2. SECURED PARTY

Name Seaboard Leasing Company
Address P.O. Box 570 Jessup, MD 20794

RECORD FEE 11.00
#642800 0177 R03 710:38
05/23/90
CK

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

H. ERLE SCHAFER

3. Maturity date of obligation (if any) _____

MD 00, CIRCUIT COURT

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

Allen 13-220
Serial Nos. AOB H7637, BOA H4866, AOB J2301

Name and address of Assignee
Allen Group Leasing Corporation
37519 Schoolcraft Road
Livonia, MI. 48150

"Not subject to recordation tax, conditional sales contract"
CHECK THE LINES WHICH APPLY

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

Severna Park Shell
(Signature of Debtor)

Type or Print Above Name on Above Line
Renee Garrett
(Signature of Debtor)

Renee' Garrett-AS ATTORNEY IN FACT
Type or Print Above Signature on Above Line

The Allen Group Leasing Corporation
(Signature of Secured Party)
Carol Siep
Carol Siep-Vice President/Controller
Type or Print Above Signature on Above Line

11

281052

FORM 556 PAGE 137

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):
E. L. Gardner, Inc.
P. O. Box 3939
Crofton, MD 21114
M-36245

(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):
Caterpillar Financial Services Corporation
10630 Little Patuxent Parkway
Columbia, Maryland 21044

RECORD FEE 11.00

POSTAGE .50

#662840 0777 R03 T10:41

OK 05/23/90

For Filing Officer

~~23077~~ SCHAFFER

23077
AA CO. CIRCUIT COURT

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

- One (1) New Caterpillar Model #235C Excavator S/N 5AF00904
- One (1) Caterpillar Bucket, 54 inches

ANNE ARUNDEL COUNTY, MARYLAND

SECURED PARTY IS SELLER OF EQUIPMENT

Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAX

4784/F027189B3

Secured Party(ies) [or Assignees]

(6) Signatures: Debtor(s)

E. L. Gardner, Inc. E.L. Gardner, Jr.
Pres.

(By) *E.L. Gardner, Jr.*
Standard Form Approved by N.C. Sec. of State and other states shown above.

Alban Tractor Co., Inc.

(By) *Mark Welsh*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and Mark Welsh, Asst. Secty.

Collateral Is Brought Into This State

Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Office Copy - Retained

556 139

AA Co
C-02-08494-5

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. **280951**

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 _____ Inventory/Equipment
Uniform Commercial Code is presented to a filing officer for filing pursuant to the

1. DEBTOR

Name Baldwin Service Center, Inc.
Address Defense Hwy. 450 & 178 Annapolis, MD 21401

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

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

RECORD FEE 11.00
POSTAGE .50
#662910 OTTT R03 T10:48
CK 05/23/90
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)

Baldwin Service Center, Inc.

[Signature]
(Signature of Debtor)

Ikse H. Fink
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

[Signature]
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

[Handwritten initials]

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 6, 19 89 between the undersigned.

PAGE 556 PAGE 140

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	JCB Turbo Loader	530B-HL-4WD	530B-4HL/583764

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

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Orix Credit Alliance, Inc.

Baldwin Service Center, Inc.

By: _____

By: Phil H. Smith, Treas.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

280952

Identifying File No. _____

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

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

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

Inventory/Equipment

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

1. DEBTOR

Name Baldwin Service Center, Inc.
Address Defense Hwy. 450 & 178 Annapolis, MD 21401

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

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

RECORD FEE 11.00
POSTAGE CK .50
4642220 0777 R03 T10:48
05/23/90

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)

H. ERLE SCHAFER
HA CO. CIRCUIT COURT

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

Baldwin Service Center, Inc.

[Signature]
(Signature of Debtor)

Ikse H. FINK

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

[Signature]

(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

[Handwritten mark]

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 6, 19 89 between the under-
signed.

556 P. 142

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	JCB Centermount 2 wheel Loader	1400B	14BN2059/344104/7

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

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

Baldwin Service Center, Inc.

By: Chy [Signature] Treas.

GDI1

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) <i>Ramsey, Roger R. 325 Highview Rd. Tracy's Landing, MD. 20779</i>	2. SECURED PARTY(IES) AND ADDRESS(ES) FORD MOTOR CREDIT COMPANY 10710 MIDLOTHIAN TURNPIKE P. O. BOX 36387 RICHMOND, VA. 23235
---	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE) *Liber 485 Page 435*

RECORD FEE 10.00
POSTAGE 50
#05/23/90 0777 003 111-15
GK 05/23/90

3. This statement refers to original Financing Statement No. 256816 Dated: 5/24/85

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.
--	---	---	---

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

Dated: 5/15, 19 90

By: Ford Motor Credit Co.
(NAME OF SECURED PARTY)
J. Doran

F M C C
JUN 65 7288-M (MARYLAND ONLY)

1050



BOOK 556 PAGE 144

RA 50

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) <i>Natural Plants, Inc. 1084 Minnetonka Rd. Severna, MD. 21144</i>	2. SECURED PARTY(IES) AND ADDRESS(ES) <i>FORD MOTOR CREDIT COMPANY 16718 MIDLOTHIAN TURNPIKE P.O. BOX 26387 RICHMOND, VA. 23225</i>
--	--

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

Book 497 Page 173

3. This statement refers to original Financing Statement No. *261436* 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

4. This transaction is exempt from the Recording Tax.

Filed with: *Anne Arundel Co.*

#863129 0777 R03 Y11:16

05/23/90

H. ERLE SCHAFER
Ford Motor Credit Co.
AS TO, CIRCUIT COURT
(NAME OF SECURED PARTY)

Dated: *5/8*, 19*90*

By: *J. Doran*

F M C C JUN 65 7288-M (MARYLAND ONLY)

TSW

PARTIES

Debtor name (last name first if individual) and mailing address:
 Miller, Raymond L.
 490 Patuxent Road #41
 Odenton, Maryland 21113

Debtor name (last name first if individual) and mailing address:
 Miller, Kristi A.
 490 Patuxent Road #41
 Odenton, Maryland 21113

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
 Chesapeake Mobile Home of Laurel, Inc.
 10039 N. Second Ave.
 Laurel, MD 20707

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
 Green Tree Acceptance, Inc.

3062 PS Business Center
 Woodbridge, VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

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

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

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

Chesapeake Mobile Home of Laurel, Inc.
Diana S. Kulenstern, 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): **Date, Time, Filing Office** (stamped by filing officer):

BOOK 556 PAGE 145

280953

RECORD FEE **CK** 12.00

#663230 CY77 R03 T11:17

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

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

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

COLLATERAL

Identify collateral by item and/or type:
 1990, Holly Park Homes, Inc. "Forest Park" Mobile Home 70 X 14, Serial # 01-FP-24205
 And including all furniture, fixtures, appliances, and appurtenances therein and thereto; including but not 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 16CFR 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): 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
 1X *Raymond L. Miller*
 1a *Kristi A. Miller*
 1b _____

RETURN RECEIPT TO:

Green Tree Acceptance, Inc.
 3062 PS Business Center
 Woodbridge, VA 22192

280954

BOOK 556 PAGE 146

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$NOT SUBJECT

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

This financing statement Dated April 20, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northward Corporation (T/A Pasadena Rentals & Sales)

Address 8004 Jumpers Hole Rd, Pasadena MD 21122

2. SECURED PARTY

Name STILL POWER EQUIP. CO.

Address 10752 TUCKER ST.

BELTSVILLE, MD. 20705

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

3. Maturity date of obligation (if any) _____

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

ALL INVENTORY OF GOODS DISTRIBUTED BY STILL POWER EQUIPMENT COMPANY, A DIVISION OF STILL ENTERPRISES, INC. INCLUDING BUT NOT LIMITED TO LAWN MOWERS, LAWN AND GARDEN TRIMMERS, POWER BLOWERS, MOWER SHEDS, APPLICABLE PARTS, ACCESSORIES, AND ACCOUNT RECEIVABLE ARISING FROM THE SALE OR TRADE OF SAME.

RECORD FEE 12.00

POSTAGE CK .50

#663240 C777 R03 F11:20

05/23/90

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]
(Signature of Debtor)

NEESE W. DIGGS JR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

B. D. Hogans
Type or Print Above Signature on Above Line

1750

PARTIES

Debtor name (last name first if individual) and mailing address:
JEANETTE CHAPMAN
7853 SELLNER ROAD, LOT 12
JESSUP MD 20794 1

Debtor name (last name first if individual) and mailing address:
7853 SELLNER ROAD, LOT 12
JESSUP MD 20794 1a

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
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
DC Irvine
4

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

Filing No. (stamped by filing officer): **280955** Date, Time, Filing Office (stamped by filing officer): **BOOK 556 PAGE 147**
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. #663280 0777 R03 T11:22
 Prothonotary of **GM** County. 05/23/90
 real estate records of **H. ERLE SCHAFER** County. 6

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

COLLATERAL

Identify collateral by item and/or type:
1988 HOLLY PARK HOMES FOREST PARK
14 X 70 SERIAL# 03FP10802 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):
1 **JEANETTE CHAPMAN** *Jeanette Chapman*
1a
1b 11

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

PARTIES

Debtor name (last name first if individual) and mailing address:
CHERYL L. GRIMES
12 N. BETTY
LAUREL MD 20707 1

Debtor name (last name first if individual) and mailing address:
KEITH GRIMES, JR.
12 N. BETTY
LAUREL MD 20707 1a

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

 _____ 1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
BRYANT & BRYANT
3262 SUPERIOR LANE #245
BOWIE MD 20715 2

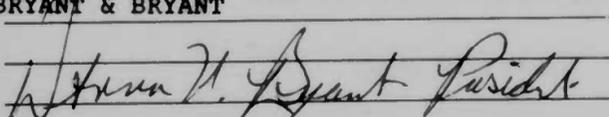
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192 2a

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

SECURED PARTY SIGNATURE(S)

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

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

BRYANT & BRYANT
 4

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): **280956** Date, Time, Filing Office (stamped by filing officer):
 BOOK 556 PAGE 148 RECORD FEE 12.00
 #663290 CTTT R03 T11623

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, 05/23/90 and is to be filed with the (check applicable box):
 Secretary of the Commonwealth. **H. ERLE SCHAFER**
 Prothonotary of _____ County **AA CO. CIRCUIT COURT**
 real estate records of _____ County. 6

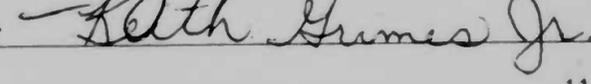
Number of Additional Sheets (if any): 7
 Optional Special Identification (Max. 10 characters): 8
COLLATERAL

Identify collateral by item and/or type:
1978 VIRGINIA HOMES, INC.
24 X 44 SERIAL# 6577VHA 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.(1) 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):
 1 **CHERYL L. GRIMES** 
 1a **KEITH GRIMES, JR.**  11

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

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 5/17/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT ALLAM
Millersville
Address 207 WEST PASADENA RD ANNAPOLIS MD 21108

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.
Address 41 DEFENSE HIGHWAY
ANNAPOLIS, MD 21401

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

RECORD FEE 11.00
POSTAGE .50
#003310 0777 R03 T11424

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 H. ERLE SCHAFER
KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174

- 1 NEW KUBOTA TRACTOR MN# G1800S SN# 11476B
- 1 NEW KUBOTA MOWER MN# RC54G20 SN# 20511

KUBOTA CONTRACT# 13400-731100

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)

Robert C. Allam
(Signature of Debtor)

ROBERT ALLAM
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

1158

PARTIES 5-18-90

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 **280958**

Baltimore County City
Identifying File No. None

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

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

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

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

1. DEBTOR

Name Hardin-Huber, Inc.
Address 6720 Fort Smallwood Road Baltimore, MD 21226

2. SECURED PARTY

Name Ingersoll-Rand Company
Address 5681 Main Street Elkridge, MD 21227

RECORD FEE 11.00

CK POSTAGE .50

#663390 DT77 R03 711431

05/23/90

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

H. ERLE SCHAFER

AA CO. DISTRICT COURT

3. Maturity date of obligation (if any) _____

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

(1) Ingersoll-Rand air compressor model P175WD and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

Name and address of Assignee
Concord Commercial Corporation
70 Valley Stream Pkwy., 2nd Floor
Malvern, PA 19355

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hardin-Huber, Inc.
(Signature of Debtor)

Kevin T. Ponce
Type or Print Above Name on Above Line

Kevin T. Ponce
(Signature of Debtor)

Type or Print Above Signature on Above Line

Ingersoll-Rand Company
(Signature of Secured Party)

Marty W. Berger
Type or Print Above Signature on Above Line

PARTIES 5-18-90

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

Physical Therapy & Sports Fitness Associates, P.A.

200 Hospital Drive

Suite 306

Glenn Burnie, MD 21081

FIN: 60-1420201

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 office):

556 PAGE 151

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

280959

Equipment lease does not create a security interest. This is a True Lease and is not subject to recordation tax.

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.

~~Products of the collateral~~ Anne Arund County.

real estate Records of _____ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters): LEASE No. 0-26383-0

COLLATERAL

Identify collateral by item and/or type:

See SCHEDULE 4 Attached

RECORD FEE \$ 11.00

4633400 0777 R03 T11:52

05/23/90

(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): PHYSICAL THERAPY & SPORTS FITNESS ASSOCIATES, PA

1 *Dennis H. Suchman*
(NAME/TITLE) DENNIS H. SUCHMAN

1a (NAME/TITLE)

1b (NAME/TITLE)

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

4

FILING OFFICE ORIGINAL

NOTE — This page will not be returned by the Department of State.

280960

FINANCING STATEMENT-UCC-1

Ford Motor Credit Company 

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

1. Debtor(s) (Last Name First) and Address(es) GERTZ ROY LEE 3173 PATUXENT RIVER RD DAVIDSONVILLE, MD. 21035	2. Secured ^{Assignee} Party(ies) and Address(es) FORD MOTOR CREDIT P.O. BOX 36387 RICHMOND, VA 23235	3. Maturity Date (if any): _____ For Filing Officer (Date, Time, Number and Filing Office) RECORD FEE CK 11.00 #663530 0777 803 11140
---	---	--

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

Ford NEW HOLLAND 488 Haybine
S/N 800966

(FARM EQUIP.)

NOT SUBJECT TO REPLEVISHMENT
05/23/90
AP CO. CIRCUIT COURT
(FIN. 8122.00)

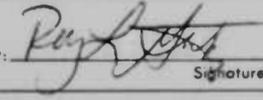
Check if covered: Proceeds of Collateral Products of Collateral covered

Number of additional sheets presented: _____

Filed with: _____

This instrument prepared by: _____

(Debtor) FORD MOTOR CREDIT CO. ^{ASSIGNEE}
(Secured Party)

By:  Signature(s) of Debtor(s)

By:  Signature(s) of Secured Party(ies)
MICHAEL D. MULLEN

FMCC JUL 70 7098
Previous editions may be used.

FILING OFFICER COPY - ALPHABETICAL

280961

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Hilton D. Howard Theresa L. Howard	66 Summerhil M. H. Park Crownsville, MD 21032

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

RECORD FEE 12.00

POSTAGE .50

#663640 0777 R03 T13:17

CK 05/23/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

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

14 X 70 Imperial (1989) serial # IH 892710

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

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

Debtor

Hilton Howard
Theresa Howard

Secured Party

JOHN HANSON SAVINGS BANK FSB

By

Kathy Rulley

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

12-8

I HEREBY CERTIFY that \$325.50 was Paid in Recordation Tax to the Clerk of the Circuit Court for Anne Arundel County.

Kathy Terayce

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 460,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Bio Gro Systems, Inc.
(Name)
180 Admiral Cochrane Drive
(Address)
Annapolis, Md. 21401

Attn: Catherine Lewis Damasio
(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)

See Attached Exhibit A Dated 4/27 /90 for Loan in amount of \$770,000.00

RECORD FEE 11.00
RECORD TAX 323.50
POSTAGE .50
#663800 0777 R03 T14:12
CK 05/23/90
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)

DEBTOR (OR ASSIGNOR)

Bio Gro Systems, Inc. (Seal)

_____ (Seal)

[Signature] (Signature)

_____ (Signature)

James R. Hecht, Executive Vice President
and Assistant Secretary

(Print or Type Name)

11-
3223.50
.50

Exhibit A

Dated: April 27, 1990
 Loan Amount: \$770,000.00
 Bio Gro Systems, Inc.

Case 575 Spreader	S/N THG 0330229
Komatsu Bull Dozer	S/N A80959
Fairbanks Scale	
John Deere PK-10	S/N PK01
Wacker 4" Dump	
Liquid Manure Pump	S/N PL89260
Conveyor	
8560 John Deere Tractor	S/N RW 85605001603
Warrior Wheel Loader	S/N 526576
Case Wheel Loader	S/N 9864223
John Deere 4955 Tractor	S/N RW 4955 P992267
Space Master Trailer SM 1474	S/N 16084
Gelco Space Trailer	

ANNE ARUNDEL COUNTY

STATEMENT OF

Continuation Termination Assignment Partial Release

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

Record: Land Liber 383 Folio 557 File No. 216640
 Financing Statement Filing Date of Financing Statement 03-06-78

NAME	ADDRESS	RECORD FEE
1. Debtor(s)	No. Street City State	10.00
Doris Irene Hill	#284 Boone Mobil Estate P.O. Box 34, Lothian, MD 20820	15/23/90
2. Secured Party (or assignee)	First American Bank of Maryland, 8401 Colesville Rd, Silver Spring, MD, 20910	H. ERLE SCHAFER

CHECK THE LINES WHICH APPLY

- 3. A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no long claims a security interest under the above described Financing Statement.
- 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 above described Financing Statement in the property listed below:
- D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

Secured Party:

First American Bank of Maryland

By: _____

Type Name: Dennis F. Peters, Jr.

Title: Regional Vice President

Date: May 9, 1990

115

ANNE ARUNDEL COUNTY

STATEMENT OF

Continuation Termination Assignment Partial Release

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

Record: Land Liber 499 Folio 428 File No. 262577
 Financing Statement Filing Date of Financing Statement 07-02-86

NAME	ADDRESS		
1. Debtor(s)	No. Street	City	State
Bay Fence Company	640 Ridgely Avenue, Annapolis,		MD 21401

2. Secured Party (or assignee)
First American Bank of Maryland, 8401 Colesville Rd, Silver Spring, MD 20910.

CHECK THE LINES WHICH APPLY

3. A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
- 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 above described Financing Statement in the property listed below:

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

Secured Party:

First American Bank of Maryland

By: David E. Klein

Type Name: David E. Klein

Title: Vice President

Date: May 9, 1990

15

RECORD FEE 10.00
05/23/90
E. SCHAFER
AA CO. CIRCUIT COURT

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$10,000.00

1. Name of Debtor(s): La Fiesta Corporation
 Address: 1153 Maryland Route 3 North, Gambrills, MD 21054

556 159

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

280964

3. This Financing Statement covers the following type(s) of property:

- All inventory of Debtor, whether now owned or hereafter acquired;
- All equipment of Debtor, whether now owned or hereafter acquired;
- All accounts of Debtor, whether now existing or hereafter arising;
- All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- Other (which may include specific items of the types of collateral described above): All Furniture and Leasehold Improvements of Debtor, whether now owned or hereafter acquired.

(_____ if necessary to describe other collateral, Supplemental List of Collateral Number _____ is attached to, and made a part of, this Security Agreement);

- together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

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

RECORD FEE 11.00
 POSTAGE CK .50
 #663880 0777 103 114:17
 05/23/90

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

La Fiesta Corporation
 Debtor(s):
 By: Ram C. Kapoor
 Ram C. Kapoor, President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
 By: David E. Klein
 David E. Klein, Vice President
 (Type Name and Title)

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

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

RECORDATION TAX PAID
 OFFICE OF FINANCE
 PRINCE GEORGE'S COUNTY, MD.

01A03#0012TXREC. \$44.00
 PGCG 08:40AM05-09-90

Handwritten initials and number: 11-80

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

A. A. COUNTY

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 241631 recorded in Liber 447, Folio 265 on March 3, 1982 (date).

1. DEBTOR(S):
 Name(s): Backyard Boats-Shady Side, Inc.
 Address(es): 4819 Woodsharf Road
 Shady Side, Maryland 20764

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

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

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

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

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

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

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

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

8. _____

RECORD FEE 10.00
POSTAGE CK .50
#784390 C075 R02 T14:40
05/23/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

9. DEBTOR:

SECURED PARTY:
EQUITABLE BANK, National Association successor in interest to the Equitable Trust Company.
By Barbara A. Wykowski
Barbara A. Wykowski
Corporate Banking Officer
(Type Name and Title)

1000
Form 24 (11/83)

Return TO:
Bay Title Co
P.O. Box 2289
Annapolis, Md
21404-2289

SECURITY AGREEMENT

CHAS. H. TOMPKINS CO.
1333 H. Street, NW,
Washington, DC 20005

280965

556 161

THIS AGREEMENT, made and entered into this 30th day of April,
19 90, by and between CHAS. H. TOMPKINS CO.
CITY AWNING

(herein termed "CONTRACTOR") and
(2) This aforescribed property is owned by the above-named
(herein termed "SUBCONTRACTOR") is based upon the following:
assignee/ owner and is subject to its control and direction,

without qualification, although possession remains in the above-
named assignor/ vendor for purp, applicable to construction of the
COLUMBIA HOSPITAL 20th & L Streets, NW, Washington, DC
RECORD FEE \$11.00
POSTAGE .50

CONTRACTOR has agreed to make certain advance payments to SUBCONTRACTOR
for the purchase of materials and fabrication by SUBCONTRACTOR of the
Assignor/ COL. HOSPITAL FOR WOMEN PH III Assignee/ Owner Signature H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CONTRACTOR and SUBCONTRACTOR desire to enter this agreement under which
CONTRACTOR shall be granted a security interest in and to all such materials and
the products fabricated by SUBCONTRACTOR.

NOW, THEREFORE, CONTRACTOR and SUBCONTRACTOR agree as follows:

1. SUBCONTRACTOR shall submit to CONTRACTOR the following documents relating to materials purchased by and fabrication performed by SUBCONTRACTOR for the Subcontract work:
 - a) copies of invoices from vendors and suppliers of such materials indicating a description of each item, the date of shipment and the total price of each item;
 - b) copies of bills of lading or other documents satisfactory to CONTRACTOR, evidencing SUBCONTRACTOR'S receipt of the materials covered by such invoices;
 - c) a waiver of lien by the suppliers of such materials in a form satisfactory to CONTRACTOR;
 - d) evidence satisfactory to CONTRACTOR of the cost of shop labor and supervision expended by SUBCONTRACTOR in AWNINGS required by the Subcontract, the proper fabrication of such in accordance with all specification requirements, and the proper storage & protection of such fabricated equipment- pending installation into the work by SUBCONTRACTOR.
2. Upon receipt of the documents described in 1 a, 1b, 1c and 1d above

556 PAGE 162

CONTRACTOR may, in its sole discretion, pay to SUBCONTRACTOR up to 100 percent (100 %) of the total expenditures made by SUBCONTRACTOR as evidence by such documents, which shall be received by SUBCONTRACTOR as an advance or prepayment of amounts that would otherwise have become due and payable to SUBCONTRACTOR upon the satisfactory installation and incorporation of such fabricated materials into the project work by SUBCONTRACTOR, and such advance or prepayments shall be deducted from and offset against progress payments becoming due under the Subcontract upon SUBCONTRACTOR's installation & incorporation into the project work.

3. As to all materials and work for which payments are made to SUBCONTRACTORS hereunder, SUBCONTRACTOR agrees to do and perform the following:
 - a) SUBCONTRACTOR shall physically segregate all such materials and work from all other materials or work in progress in SUBCONTRACTOR'S plant or facility, and shall tag, label or sign such materials and work as being identified to and annexed to the Subcontract;
 - b) SUBCONTRACTOR shall properly and safely handle and store all such materials and work, including- but without limitation- the furnishing and installing of all necessary blocking, cribbing, padding and covering;
 - c) SUBCONTRACTOR shall keep CONTRACTOR currently advised as to the exact physical location at all times of such materials and work and shall provide CONTRACTOR with access to and from such materials and work at all reasonable times for the purpose of CONTRACTOR's examination and inspection of same;
 - d) SUBCONTRACTOR shall at all times keep such materials and work free and clear of and from any and all liens, claims or encumbrances whatsoever (excepting solely this Security Agreement).
 - e) SUBCONTRACTOR shall insure such materials and work under a standard "all risk and perils" physical damage insurance policy with a company on a policy from that are acceptable to CONTRACTOR, shall have CONTRACTOR named as an additional insured on such policy, and shall provide CONTRACTOR with a copy of such policy.
4. SUBCONTRACTOR shall be responsible for any and all loss, damage, depreciation or deterioration occurring in or to such materials and

work from any and all causes whatsoever until such time as the awnings have been fully and finally installed and incorporated into the work in accordance with the Subcontract., and shall indemnify and save harmless CONTRACTOR from and against any and all loss, cost, expense, or liability resulting from or due to any such loss, damage, depreciation or deterioration, less any sums paid to CONTRACTOR under the policy of insurance required under paragraph 3e hereof.

- 5. SUBCONTRACTOR agrees to notify CONTRACTOR immediately in the event that:
 - a) it contemplates the filing of any form of voluntary petition in bankruptcy, for reorganization or for protection from creditors, or
 - b) it is served with any form of bankruptcy or creditors process, and that it will permit CONTRACTOR immediate access to any premises where such materials and work in process are then stored and located, and that it will permit CONTRACTOR to load and remove same and SUBCONTRACTOR further agrees to co-operate with and assist CONTRACTOR in such removal:
- 6. Neither this agreement nor any of the rights, benefits or proceeds thereof may be assigned or pledged in whole or in part by SUBCONTRACTOR without CONTRACTOR's prior written consent.
- 7. Except as explicitly provided herein, this agreement does not alter or modify any of the terms and provisions of the said subcontract, which shall continue in full force and effect as written.
- 8. This agreement shall be constructed under the Uniform Commercial Code of Maryland and shall be presented to filing Officers of such state for filing under that Code.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on the day and year first above written.

DEBTOR (SUBCONTRACTOR)
CITY AWNING

By L.R. Greig - Pres
(Signature)
L. R. Greig
(Print name & title)

Secured Party (CONTRACTOR)
CHAS. H. TOMPKINS CO.

By Curtis B. Hannis
(Signature)
Curtis B. Hannis
V. President
(Print name & title)

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 522/596 (Financing Records-AA Co.)
Maturity date (if any) _____

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

P. J.'s PIZZA, Inc. 2551 Chevel Drive, Davidsonville, Maryland 21035

Name of Secured Party or assignee	No.	Street	City	State
FARMERS NATIONAL BANK OF MARYLAND	5	Church Circle	Annapolis	Maryland

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER Partial Release of the following equipment listed on Exhibit "A" which is located only at 337V Hospital Drive, Glen Burnie, Maryland 21061

RETURN TO:

Debtor(s) or assignor(s)

 (Type or print name under signature)

FARMERS NATIONAL BANK OF MARYLAND (Seal)

(Corporate, Trade or Firm Name)

By: John R. [Signature] 5/7/98

Signature of Secured Party or Assignee

Assistant Vice President

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

20.8

RECORD FEE 20.00
 STAMP
 1682730 0777 003 710:34
 05/23/98
 H. ERLE SCHAFER
 14th CO. CIRCUIT COURT

DJ

1998

A

<u>Quantity</u>	<u>Description</u>
1	Republic Steel Locker Office Furnishings
3	Amco Zinc Dry Storage Shelving
8	Shelving
1	Manitowoc C-400 Ice Bin
1	Manitowoc ED-020A Ice Machine Head
1	Wells Pizza Oven
1	Metal Masters 3-Compartment Sink
1	T & S B-230-14" Faucet
1	Metal Masters Wall Shelf
1	Amco Zinc Shelving
1	Northland Freezer
1	Harford Walk-In Cooler
1	Harford Evaporator Coil
1	Harford Compressor
3	Winholt Sheet Pan Mobile Racks
Lot	Metro Walk-In Cooler Shelving
1	Winholt Mobile Cart w/Shelves
1	Winholt Pallet
2	Metal Masters Hand Sink w/Faucet Soap and Towel Dispenser
1	Berkel Vertical Cutter Mixer
1	Metal Masters Work Table w/Backsplash & s/s Undershelf
1	Berkel Slicer

ak

- 1 Metal Masters Work Table w/Backsplash & s/s Undershelf
- 1 La Rosa Pizza Prep Table w/3 Wire Prep Racks & s/s/ Over Shelf
- 1 Metal Masters Wall Shelf
- 3 Sparke Check STRips
- 1 Metal Masters Work Table w/Backsplash & s/s Undershelf
- 1 Metal Masters Work Table w/Backsplash & s/s/ Undershelf
- 1 H.D. Wells Double Oven
- 1 From Manitowoc 200 lb. Ice Machine to 400 lb. Ice Machine Head
- 1 Metal Masters 6' x 36" Table
- 1 Metal Masters 5' x 30" Semi-Enclosed Base Work Table
- 6 Racking
- 1 Dunnage Rack
- 1 Stainless Steel Hand Sink
- 3 Stainless Steel Tray Racks
- 78 Sheet Pans
- 3 Incounter Cup Dispensers
- 1 Table Mounted Can Opener
- 1 Time Clock - Wall Mounted
- 180 Blue Steel Pizza Pans
- 9 Inner Rings for Blue Steel Pizza Pans
- 4 Stainless Steel Wire Mesh Wall Shelves
- 2 Pocket Thermometers
- 66 Lexan Food Boxes w/Lids



2 Dough Cutters
3 Chef Knives
3 Stainless Steel Stock Pots w/Lids
12 Plastic Tubs w/Lids
2 Chef Forks
6 Stainless Steel Ladles
1 Soap Dispenser
2 44-Gallon Brute Cans
1 25-Quart Mop Bucket & Wringer
4 Ounce Portion Scales
2 Squirt Bottles
6 Aluminum Dredge Cooks' Salt & Pepper Shakers
2 Butter Spreader Knives
4 Check Minders
4 Pizza Pan Clamps
1 4-Quart Aluminum Graduated Measure
2 Pastry Brushes
1 Garlic Crusher
6 All Plastic Scrapers
1 Stainless Steel Stirring Paddle
1 16-Quart Aluminum Colander
1 Plastic Ice Scoop
3 Utility Turners
4 Heavy Duty Stainless Steel Tongs
2 Stainless Steel Wire Whips
4 Stainless Steel Spoons

BOOK 556 PAGE 167

1	Aluminum China Cap
4	Pot Brushes
1	Electronic Digital Scale
1	Polypropylene Cutlery Box
6	Bus Boxes
7	Car Signs
1	Time Clock
2	Work Tables
14	Pizza Bags
5	Phones
1	Cash Register
4	Scales
1	Menu Sign
1	Safe

BOOK 556 PAGE 168

Farmers Natl.

g

280971

FINANCING STATEMENT

BOOK 556 PAGE 169

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

TO BE RECORDED IN THE:

1. Financing Statement Records of the Maryland State Department of Assessments and Taxation.
2. Financing Statement Records of Anne Arundel County, Maryland.

1. NAME AND ADDRESS OF DEBTOR:

William F. Hausmann, Inc.
1730 Bayside Beach Road
Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTY:

William F. Hausmann, Jr.
1730 Bayside Beach Road
Pasadena, Maryland 21122

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

A. Inventory: All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds thereof.

B. Accounts: All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected,

RECORD FEE 17.00
POSTAGE .50
8668130 CTTT R03 T11125
CK

05/25/90
H. ERLE SCHAFER
Circuit Court

17 2

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

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

E. Specific Equipment and Fixtures: All of the Debtor's equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed

thereto and/or used in connection therewith, (ii) all
replacements thereof and substitutions therefor, and (iii)
all cash and non-cash proceeds and products thereof.

BOOK 556 PAGE 171

4. Subject to recordation tax [on the principal amount
of \$17,000.00, which recordation has been paid to Anne
Arundel County.]

DEBTOR:
WILLIAM F. HAUSMANN, INC.

BY: William F. Hausmann (SEAL)
WILLIAM F. HAUSMANN, PRESIDENT

RETURN TO:

JOSEPH H. ROUSE
7433 BALTIMORE ANNAPOLIS BLVD.
GLEN BURNIE, MD 21061

EXHIBIT A

BOOK 556 PAGE 172

1. John Deere Front End Loader, Serial No. 146155T.
2. 1975 John Deere Backhoe, Serial No. 219477T.
3. All tools, equipment located at and on the premises of 1730 Bayside Beach Road, Pasadena, MD 21122.
4. JCB Model 1400B Loader Backhoe S/N: 334562.

556 173

UCC-3-TERMINATION

NOT SUBJECT TO RECORDATION TAX

To be filed with:

SDAT
X Financing Statement Records of Anne Arundel County
Land Records of _____ County

1. This statement refers to original

Financing Statement No. 277100
Date filed: August 1, 1989
Liber: 540 Folio: 394

DJ

2. Debtor's Name and Mailing Address:

COMMONS PHASE II
c/o Manekin Corporation
Suite 1700
120 East Baltimore Street
Baltimore, Maryland 21202

(formerly at:
36 South Charles Street
Suite 2100
Baltimore, Maryland 21201)

3. Secured Party of Record and Mailing Address:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Two Hopkins Plaza, Fifth Floor
Baltimore, Maryland 21201
Attention: Ronald D. Mettam, Senior Vice President

RECORD FEE 10.00
POSTAGE .50
#000030 CTVT R03 111:18
05/25/90

4. Termination - The Secured Party of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

SCHAFFER
HH CO. CIRCUIT COURT

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By: Ronald D. Mettam
Ronald D. Mettam, Senior Vice President

After recording, please return to: Ann Clary Gordon, Esquire
Shapiro and Olander
36 South Charles Street
Suite 2000
Baltimore, Maryland 21201
(301) 385-0202

06hn2304.txt/43536.010:01

10.4

1150

PAMELA J. GRONAUER, ESQ.
JONES, DAY, REAVIS & POGUE
3300 FIRST ATLANTA TOWER
ATLANTA, GA
30383

STATE OF MARYLAND

71-80-393
280973
Identifying File No.

FINANCING STATEMENT

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

Stamps paid 12/5/89 Liber 4982, folio 658 (CHATEL FILING)
This financing statement Dated NOVEMBER 30, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BEST PRODUCTS CO., INC. Attn: Treasurer
Address I-95 & Parham Road, Richmond, Virginia 23227

2. SECURED PARTY

Name METROPOLITAN LIFE INSURANCE COMPANY
Address 200 Park Avenue, Suite 4514, New York, New York 10066
Attn: Vice President, Corporate-Real Estate Investment

Pamela J. Gronauer, Esq., Jones, Day, Reavis & Pogue, 3300 First Atlanta Tower, Atlanta, GA 30383
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) November 1, 1989

4. This financing statement covers the following types (or items) of property: (list)
The type or items of property covered by this statement and the Land are more particularly described on Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

Filed with Chattel Records Clerk, Anne Arundel County.

* 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.

RECORD FEE 17.00
POSTAGE 30 .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) 05/25/90

(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)

The Land is more particularly described on Exhibit "A" attached hereto and made a part hereof.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
BEST PRODUCTS CO., INC.

RETURN TO:
TICOR TITLE INS. CO.
SUITE 1650 - 217 E. REDWOOD ST.
BALTO., MD 21202

By: Richard M. Cross
Title: V.P. Treasurer

Printed Name:

RICHARD M. CROSS
Type or Print Above Name on Above Line

METROPOLITAN LIFE INSURANCE COMPANY
By: Aaron J. Jones

Title: (Signature of Secured Party)

Printed Name: AARON J. JONES
Type or Print Above Signature on Above Line

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

17.8

EXHIBIT "A"

The types or items of property covered by this Financing Statement are as follows:

All of Debtor's right, title and interest in and to any and all things now or hereafter affixed to the Land (as hereinafter defined), including all buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon, any fixtures and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), conveyor systems equipment, intercommunication and paging systems equipment, security connections with locks, money safes, jewelry safes, interior signs, sound rooms with carpeted shelves and protection systems, carpeting and other floor coverings, and other fittings, appliances, apparatus, systems, equipment and machinery of every kind and description now or hereafter placed, attached, fixed, installed or incorporated in such buildings, structures, or improvements in such manner as to constitute the same as fixtures under the laws of the State of Maryland, and all replacements, repairs, additions, accessions or substitutions or proceeds thereto or therefor; all of such things whether now or hereafter placed thereon being hereby declared to be real property and hereinafter collectively referred to as the "Improvements"; provided, however, that the Improvements shall not include inventory held for sale to customers in the ordinary course of business;

TOGETHER WITH, all income, rents, royalties, revenue, issues, profits, proceeds and other benefits from any and all of the Land and/or Improvements, subject, however, to the right, power and authority conferred upon Secured Party or reserved to Debtor to collect and apply such income, rents, royalties, revenue, issues, profits, proceeds and other benefits;

TOGETHER WITH, all deposits made with respect to the Land and/or Improvements, including but not limited to any security given to utility companies by Debtor, and all advance payments of insurance premiums made by Debtor with respect thereto and all claims or demands relating to such deposits, such security and/or such insurance;

TOGETHER WITH all damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Land;

TOGETHER WITH, all proceeds and claims arising on account of any damage to or taking of the Land and/or Improvements or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Land and/or Improvements; and

TOGETHER WITH, all licenses (including, but not limited to, any operating licenses or similar licenses), contracts, management contracts or agreements, guaranties, warranties, franchise agreements, permits, authorizations or certificates pertaining to the ownership, or the use, operation or maintenance, of the Land and/or Improvements;

TOGETHER WITH, all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land and/or property described above;

TOGETHER WITH, all plans and specifications prepared for construction of the Improvements and all studies, data and drawings related thereto; and all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements;

TOGETHER WITH, all substitutions and replacements of, and accessions and additions to, any of the foregoing; and

TOGETHER WITH, all proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any of the foregoing (pursuant to judgment, condemnation award or otherwise) and all documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.

The real property (the "Land") in or upon which the above described property is or will be located is more particularly described on the following pages.

BOOK 556 PAGE 177

Store No. 97
Glen Burnie
Anne Arundel County, Maryland

EXHIBIT "A"

Legal Description

PARCEL 1:

Lot 1 as shown on the plat (hereinafter called "Plat") entitled "Pasadena Plaza, Part of Jacob Cardin Property" prepared by Anarex, Inc. and recorded among the Land Records of Anne Arundel County in Plat Book 75, folio 2.

Being the same property as that shown on that certain survey entitled "As-Built Plan for Pasadena Plaza" prepared by Anarex, Inc., bearing the seal and certification of John L. Butschky, Professional Land Surveyor No. 8437, dated January 1989, last revised October 25, 1989.

PARCEL 2:

PARCEL A:

Easements set forth in Agreement dated May 22, 1980 recorded in Book 3485, page 517.

PARCEL B:

Easements set forth in Deed and Agreement dated March 10, 1980 and recorded in Book 3296, page 512, as confirmed by Confirmatory Deed and Agreement dated November 20, 1986 and recorded in Book 4201, page 554.

RETURN TO:
TICOR TITLE INS. CO.
SUITE 1650 - 217 E. REDWOOD ST.
BALTO., MD 21202

STATE OF MARYLAND
FINANCING STATEMENT FORM OCC-1 556 FEE 178 280974
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 Patrick White
Address 7919 Old Jessup Road, Jessup, MD 20794

2. SECURED PARTY

Name N. J. Richardson & Sons, Inc.
Address 6400 Windsor Mill Road Baltimore, MD 21207

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

3. Maturity date of obligation (if any) _____

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

Kubota F2100 Tractor 11093
Kubota RC60-F24 Mower 10765

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A. INC.
1025 Northbrook Parkway
Suwanee, Georgia 30174

54900-731192

CHECK THE LINES WHICH APPLY

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

Patrick F White
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NJ Richardson & Sons Inc
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280975

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Kiser's Commercial Services, Inc,
Address P.O. Box 647 Riviera Beach Md. 21122

2. SECURED PARTY

Name W. J. Richardson & Sons, Inc.
Address _____

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

RECORD FEE 11.00
#005920 CITY R03 T10:57
GK 05/25/70

3. Maturity date of obligation (if any) _____

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

- 1- 13750 HDT Kubota Tractor #60337
- 1- 82900 Front End Loader #5304
- 1- BEMCO 90" Mower #125990
- 1- KD Curb Dresser

Name and address of Assignee
H. EARLE SCHAFER
CO. CIRCUIT COURT
KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174

54900-730618

CHECK THE LINES WHICH APPLY

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

Kiser's Commercial Services, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. J. Richardson & Sons, Inc.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11

280976

BOOK 556 PAGE 180

I HERBY CERTIFY that \$980.00 was Paid in Recordation Tax to the Clerk of the Circuit Court for Anne Arundel County.

Kathy Fordyce

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 140,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

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

Bio Gro Systems, Inc.
(Name)
180 Admiral Cochrane Drive
(Address)
Annapolis, Md. 21401

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)

- Terragator S/N 2503690
- Isuzu Trooper S/N LESCH58E3L6900933
- 1990 Ford 250 Truck S/N 1FTHF26H6LNB15879
- 1990 Ford Bronco S/N 1FMEU15N5LLB04437
- 1990 Ford 250 Truck S/N 1FTHF26H4LNB08025

RECORD FEE 11.00
 RECORD TAX 980.00
 POSTAGE .50
 #005860 DT77 103 110:52
 CK 05/25/90
 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)

DEBTOR (OR ASSIGNOR)

Bio Gro Systems, Inc. (Seal)
[Signature] (Seal)
 (Signature)
Stephen R. Campbell, Chief Exec. Officer
 (Print or Type Name)

[Signature] (Seal)
 (Signature)
William K. Blanchet, President
 (Print or Type Name)

[Signature]
James R. Hecht, Exec. Vice President

Subscribed and sworn to before me, in my presence,
 this 14th day of May 1990, a Notary Public
 in and for the State of MD
Lisa G. Howard
 Notary Public
 My commission expires July 1 1990

15
980.50

STATE OF MARYLAND

BOOK 556 PAGE 181

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 280084

RECORDED IN LIBER 552 FOLIO 239 ON 2-23-90 (DATE)

1. DEBTOR

Name Walter Humberg Excavating

Address 1677 Forest Drive, Annapolis, MD 21403

2. SECURED PARTY

Name State Equipment, Div. of Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00

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 POSTAGE .50
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

05/25/90

ONE (1) N/R Dresser Model 125G SN 565 Crawler Dozer

H. ERLE SCHAFER
HA CO. CIRCUIT COURT

State Equipment, Div. of
Secorp National, Inc.

Dated May 23, 1990

Joan M. Pressimone
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec.
Type or Print Above Name on Above Line

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

Royal Electric, Inc.
95 Grand Avenue
P.O. Box 1728
Pawtucket, Rhode Island 02862-1655

BJ:51782/100-1.18

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 280977

Identifying File No. 556 PAGE 184

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 5/22/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WALLACE BELL

Address 2441 BELL BRANCH ROAD GAMBRILLS MD 21054

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

CK .50

#655830 DT77 R03 T10:49

05/25/90

3. Maturity date of obligation (if any)

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

H. ERLE SCHAFER

99 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# F2100	SN# 11216
1	NEW	KUBOTA	MOWER 72"	MN# RC72-F24	SN# 10161A
1	NEW	KUBOTA	WEIGHT	MN# F8172	SN#
1	NEW	KUBOTA	WEIGHT	MN# F8173	SN# 16155
1	NEW	KUBOTA	WEIGHT	MN# F8173B	SN#

KUBOTA CONTRACT# 13400- 731190

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wallace Bell
(Signature of Debtor)

WALLACE BELL
Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]

(Signature of Secured Party) SEC-TREAS.

Type or Print Above Signature on Above Line

BALDWIN SERVICE CENTER INC
Type or Print Above Signature on Above Line

11/8

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: | WINMARK LIMITED PARTNERSHIP
411 Telegraph Road
Odenton, Maryland 21113 |
| 2. | NAME AND ADDRESS
OF SECURED PARTY: | SOVRAN BANK/MARYLAND
6610 Rockledge Drive
Bethesda, Maryland 20817
Attn: Real Estate Department |

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

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

REGISTERED FEE 22.00
CK .50
REGISTERED FEE 110.26
05/25/70
BY LYLE SCHAFER
IN CIRCUIT COURT

22 50

21.70

Land is also described in a Deed of Trust, Assignment and Security Agreement dated May 17, 1990 (the "Deed of Trust") executed by the Debtor for the benefit of Richard J. Hajjar and Alice A. Steely, 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,

BOOK 556 PAGE 187

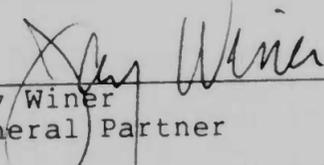
accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

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

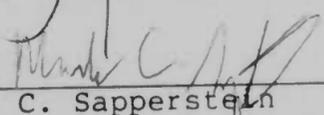
DEBTOR:

WINMARK LIMITED PARTNERSHIP

By


Jay Winer
General Partner

By


Mark C. Sapperstein
General 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

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:

TRACT ONE:

Being known and designated as Lots 1R and 3R as shown on a plat entitled "Administrative Lot Line Revision Plat Winmark Center", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 113, Folio 38.

Together with the use in common with others entitled thereto of a 40 foot wide right of way for ingress and egress as set forth in Right of Way Agreement between Winmark Limited Partnership and Leased Restaurant Partners dated July 21, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4695, Folio 827.

TRACT TWO:

BEGINNING for the same in and North 21 degrees 20 minutes East 185.0 feet from the end of the South 21 degrees 20 minutes West 598.69 foot line as described in Parcel Two of the conveyance from Kenneth H. Fields et al, to Marvin I. Anderson, Trustee by deed dated September 18, 1959, and recorded among the Land Records of Anne Arundel County, Maryland, Liber GTC 1333, folio 141, thence running from said beginning point so fixed and running across part of the above mentioned conveyance, North 45 degrees 26 minutes 10 seconds West 157.8 feet to a point on the southeast side of a 60 foot right-of-way, said point being North 21 degrees 20 minutes East 185.00 feet from where the Southeast side of said 60 foot right-of-way intersects the Northeast side of Maryland Route #175; thence running with the southeast side of said 60 foot right-of-way, with the use in common, North 21 degrees 20 minutes East 300.38 feet to point; thence leaving said right-of-way; South 45 degrees 26 minutes 10 seconds East 157.8 feet to a point in the above mentioned South 21 degrees 20 minutes West 598.69 foot line; thence with part of said line, South 21 degrees 20 minutes West 300.38 feet to the place of beginning. Containing 1.0 acres, more or less, as described by J.R. McCrone, Jr., Inc., Registered Surveyors, in March 1968, without benefit of field survey.

The hereinabove described parcel having the use in common of the above mentioned 60 foot right-of-way running in a southerly direction to Maryland Route #175.

BEING the same lot of ground which by deed dated December 15, 1981 and recorded among the Land Records of Anne Arundel County in Liber 3461, folio 308 was granted and conveyed by Robert A. Dietz, Attorney-In-Fact for Stanley J. Block, Jr. and Sandra L. Block, his wife to The Lexington Corporation, Inc.

BOOK 556 P. 189

EXHIBIT A
Page 2 of 2

BEING AND INTENDED TO BE Lots 1R-A and 3R-A as shown on plat entitled "Administrative Plat Add On and Lot Line Revision Winmark Center", which plat is intended to be recorded among the Land Records of Anne Arundel County, Maryland.

For reference to title see the following:

1. Deed from The Springlake Corporation to Winmark Limited Partnership dated September 22, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4472 Folio 839.
2. Deed from Mark C. Sapperstein et al. to Winmark Limited Partnership dated September 25, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4491 Folio 713.
3. Deed from Odenton Enterprises, Inc. et al. to Winmark Limited Partnership dated September 9, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4695 Folio 396.

RETURN TO:
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21202

2-114608-03

- 2 -

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Robin G. Craig and Janet L. Craig
 Address 1118 West Central Avenue Davidsonville, Maryland 21035

2. SECURED PARTY

Name Norwest Financial
 Address 24 Defense Street Annapolis, Maryland 21401

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

3. Maturity date of obligation (if any) 5/14/90

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

374' of 4' high all black vinyl fencing w/ (3) gates

RECORD FEE 12.00
 POSTAGE .50
 #665320 0777 R03 T10:14
 CK 05/25/90

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)

118 West Central Ave, Davidsonville MD 21035

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

Robin G. Craig
 (Signature of Debtor)

(75)
Robin G. Craig
 Type or Print Above Name on Above Line

Janet L. Craig
 (Signature of Debtor)

Janet L. Craig
 Type or Print Above Signature on Above Line

Carole M. Atkinson
 (Signature of Secured Party)

Carole M. Atkinson
 Type or Print Above Signature on Above Line



A.A.Co.

280980

556-191

FINANCING STATEMENT

File No

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

<p>1. DEBTOR(S) and Address(es)</p> <p>French/Bray, Inc. 6731 Baymeadow Drive P.O. Box 698 Glen Burnie, MD 21061</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton</p> <hr/> <p>Return to Secured Party</p>
--	--

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

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

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

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

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

E. Other

See Attached Schedule A

RECORD FEE 11.00

RECORD TAX 5852.00

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.

POSTAGE CK .50

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 835,871.00

4685250 0777 R03 T09:56

05/25/90

DEBTOR: Ronald L. Bray, Pres.
Hugh B. Lovelace, V.P.

SECURED PARTY:
SIGNET BANK/MARYLAND

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

French/Bray, Inc.
(Type Name)

By: Janice E. Godwin

By: Ronald L. Bray, Pres

Janice E. Godwin, Vice President
(Type Name)

By: Hugh B. Lovelace, V.P.

May 17 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

MAY 22 1990

11-5852-80

FRENCH BRAY
SCHEDULE A

BOOK 556 PAGE 192

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>
1 DSA/SCA0435	DS SG-737 Scanner, With All Standard Feature
1 DSA/AT-400	DS AT-400 Film Conveyor
1 DSA/AV-200	DS AV-200 Vignetter
1	Copy Cylinder B
1	Copy Cylinder A
1	Extra Floppy Disk
1 DSA/PR00451	DS LD281-Q Film Processor
1 DSA/510SCAN	DS SM-510 Scan Mount
1 DSA/SIG0437	DS Sigmagraph 3000 Sys S/N 886601192, With All Standard Feature
1	AV 300 Vignette Generator
1 DSA/CAD0436	DS EX-607S Cadograph S/N 882804247
1 DSA/MTS0485	DS Magnetic Tape Station
1 DSA/STE0473	DS 534 CH Step & Repeat, With All Standard Feature
6	Pins
	Metal Mesh Filter

DEBTOR:

SECURED PARTY:

FRENCH/BRAY, INC.

SIGNET BANK/MARYLAND

✓ By: Donald J. Bray, Pres.
Henry B. Woulter VP

By: James E. Gosh

Date: 5/17/90

FINANCING STATEMENT FORM UCC-1

Identifying File No 280981

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 6835

Name Charles S. Kamosky Architects, INC.
Address 1584 Ritchie Highway, Arnold, MD 21012

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

- One (1) Everex 80386 AT IBM PC Compatible w/101 Keyboard, VGA Monitor, 80 Megabyte Hard Drive
- One (1) Hewlett Packard series IIP printer
- One (1) Novell ELS Level I software
- Three (3) Suntek Arcnet Cards
- One (1) Active Hub
- One (1) Uninterruptable Power Supply
- One (1) 40 Meg Tape Backup System
- One (1) 2400 Baud Modem Everex

RECORD FEE 11.00
POSTAGE .50
#662080 0777 103 109:45
05/25/90

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)

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 of Debtor)

Type or Print Above Signature on Above Line

Larry L. Summers
(Signature of Debtor)

Larry L. Summers

Type or Print Above Signature on Above Line

Attorney in fact for Charles S. Kamosky, President

Thomas E. Myers
(Signature of Secured Party)

Thomas E. Myers

Type or Print Above Name on Above Line

1/12

556 REC 194

FINANCING STATEMENT FORM UCC-1

Identifying File **880982**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 *6836*

Name Sherman S. Robinson, MD PA

Address 479 Jumpers Hole Rd., Severna Park, MD 21146

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)

- One (1) Everex AGI 80286 AT IBM PC Compatible w/101 Keyboard, VGA Monitor, 80 Megabyte Hard Drive
- One (1) 40/80 Megabyte Tape Backup System
- One (1) Uninterruptable Power Supply
- Two (2) Panasonic 1124 Printers
- One (1) A/B Switch Box
- One (1) Everex 2400 Baud Modem
- One (1) Medisoft Patient Accounting software

RECORD FEE 11.00

POSTAGE **CK** .50

#665090 0777 103 709:45

CHECK THE LINES WHICH APPLY

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

08/25/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

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

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 of Debtor)
Larry L. Summers
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Thomas E. Myers

(Signature of Debtor)
Larry L. Summers
Type or Print Above Signature on Above Line
Attorney in fact for Sherman S. Robinson, Owner

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

17-8

280983

FINANCING STATEMENT

BOOK 556 PAGE 195

Not Subject to Recordation Tax

Name of Debtor

Christine C. Wroten

Mailing Address

1669 Shannon-O-Circle
Severn, Maryland 21144

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

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

1978 Zimmer Mobile Home, Serial #ZZP17111, 65' x14'

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

#385070 CTTT R03 107:44

05/25/90

CK

H. ERLE SCHAFER

HA CO. CIRCUIT COURT

Debtor

[Signature]

Secured Party

JOHN HANSON SAVINGS BANK FSB

By Kathy Ruly

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.

15.8

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

280984

556 PAGE 196

FINANCING STATEMENT

HOPKINS & WAYSON, INC. TAX ID# 52-0689734
NAME OR NAMES - Print or Type

1360 Marlboro Road Lothian, Anne Arundel Maryland 20711
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 410C Wheel Loader Backhoe with Turbo Engine, ROPS, Dual Batteries, 21Lx24" Rear Tires, 14.5/75 Front Tires, 1.3 Cubic Yard Loader Bucket, 24" Heavy Duty Hoe Bucket, Ether Start Aid and Backup Alarm, Serial No. 759824

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

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are, are not covered.

7. Products of collateral are, are not covered.

DEBTOR(S)

Konrad M. Wayson
Signature of Debtor
Konrad M. Wayson, Secretary & Treasurer
HOPKINS & WAYSON, INC.

Type or Print

Signature of Debtor

Type or Print

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
Company, if applicable

Tom Ward / 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

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280985

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

If transactions or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ <u>-0-</u>	If this statement is to be recorded in land records check here. <input type="checkbox"/>
---	--

This financing statement Dated MAY 10, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLIFFORD M. DEAN, JR.
 Address 506 PRESIDENT STREET ANNAPOLIS MARYLAND 21403

2. SECURED PARTY

Name SNAP-ON TOOLS CORPORATION
 Address 7601 BRANDON WOODS BLVD.
BALTIMORE, MD 21226

REGISTRATION FEE 11.00
 POSTAGE .50
 05/25/90
 CK

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
 All inventory of debtor acquired by initial, weekly, or special consignment, including but not limited to all new, used and demonstrator Snap-on and other brand name mechanic tools, boxes, front-end alignment, and electrical test equipment, whether now in possession of debtor or hereafter acquired by subsequent consignment, purchase, replacement, substitution, additions and accession, and including all of debtors accounts receivables, contract rights, instruments, general intangible and account rights, now owned or hereafter acquired, and including any proceeds from any of the aforementioned assets.

CHECK THE LINES WHICH APPLY

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

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

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

11/50

Clifford M. Dean, Jr.
 (Signature of Debtor)
CLIFFORD M. DEAN, JR.
 Type or Print Above Signature on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

F. X. Steffens
 (Signature of Secured Party)
F. X. STEFFENS
 Type or Print Above Name on Above Line



280986

I HEREBY CERTIFY that \$1,697.50 was Paid in Recordation Tax to the Clerk of the Circuit Court for Anne Arundel County.

Kathy Terayee

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 242,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	THE FIRST NATIONAL BANK OF MARYLAND
<u>Bio Gro Systems, Inc.</u>	Attn: <u>Catherine L. Damasio</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>180 Admiral Cochrane Drive</u>	<u>18 West Street</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Annapolis, Md. 21401</u>	<u>Annapolis, Md. 21401</u>

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

- 1990 Trooper 4DR S/N LESCH58E3L6900933
- Peterbuilt Model 379 S/N LXP5D29X7LN299546
 - LXP5D29X9LN299547
 - LXP5D29XOLN299548
 - LXP5D29X2LN299549
 - LXP5D29X9LN299550
 - LXP5D29XOLN299551

Terragator #2503670

John Deere 4955 Tractor #PW4955P002773

RECORD FEE 11.00

RECORD TAX 1697.50

#665010 CTTT R03 109:42

CK 05/25/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

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

Record Owner, if different from the Debtor: _____

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Bio Gro Systems, Inc</u> (Seal)	_____ (Seal)
<u>[Signature]</u> (Seal)	<u>[Signature]</u> (Seal)
<u>James R. Hecht</u>	_____
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

✓

11
169750
-02

18-521
AFTER RECORDING PLEASE RETURN DOCUMENTS TO:

DUNN TITLE COMPANY
2137 Defense Hwy.
Crofton, MD 21114

280987

90-5355
556 PAGE 199

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:

LOVELL-REGENCY HOMES LIMITED PARTNERSHIP, a Maryland limited partnership

Address of Debtor:

102 Old Solomons Island Road
3rd Floor
Annapolis, Maryland 21401

RECORD FEE 18.00
POSTAGE .50

2. Secured Party:

LARGO KNOLLS JOINT VENTURE

Address of Secured Party:

9827 Central Avenue
Upper Marlboro, Maryland 20772

3. This Financing Statement covers all of the Debtor's title and interest in and to the following: STRICTLY CONFIDENTIAL 0055 R02 T13:21

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, CK
05/25/90

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,

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

556-201

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.

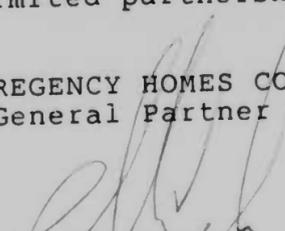
6. The Land consists of all of that land, situate and lying in Prince George's County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

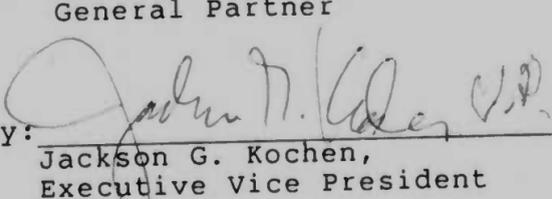
LOVELL-REGENCY HOMES LIMITED
PARTNERSHIP, a Maryland
limited partnership

By: REGENCY HOMES CORPORATION,
General Partner

Dated: May 14, 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 Two (2), Four (4), Six (6), Eight (8), Nine (9), Ten (10), Eleven (11), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Twenty-One (21) and Twenty-Four (24) in Block lettered "J", and Lots numbered One (1) and Seven (7) 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).

66/411:5/90

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

Not Subject To Recording Tax
(Indemnity Transaction).

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

1. **INDEMNITOR:** **RITCHIE AT CYPRESS ASSOCIATES**
c/o MIE Development Company
5720 Executive Drive
Baltimore, Maryland 21228
Attention: Mr. Edward A. St. John
2. **SECURED PARTY:** **THE FIRST NATIONAL BANK OF
MARYLAND**
Banc 109-900
110 South Paca Street, 9th Floor
Baltimore, Maryland 21201
Attention: Commercial Real
Estate Division
3. The Indemnitor is not primarily liable for the indebtedness secured by this Financing Statement, however, the parties intend that the Indemnitor constitute a "Debtor" as that term is defined in Section 9-105 of the Commercial Law Article, Annotated Code of Maryland, as amended.
4. This Indemnity Financing Statement covers and the Indemnitor 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 Indemnitor) now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar

alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Indemnitator and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials, intangibles (including any trade names) and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Indemnitator in

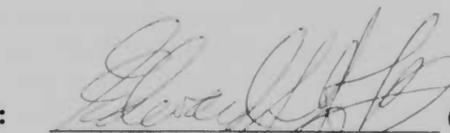
consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Indemnitor thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Indemnitor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Indemnitor under law or any contract of sale.
 - i. All of the Indemnitor'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 Indemnitor in any capacity, including but not limited to any balance or share belonging to the Indemnitor of any deposit or other account with the Secured Party.
5. 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 an Indemnity Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Indemnitor to the Trustees named therein for the benefit of the Secured Party. The Indemnitor is the record owner of the Real Property. Exhibit A attached hereto consists of three (3) pages.

6. 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.

INDEMNITOR:

RITCHIE AT CYPRESS ASSOCIATES,
A Maryland General Partnership

By:  (SEAL)
Edward A. St. John,
Managing General Partner

Date: May 21st, 1990

BOOK 556 PAGE 216

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

Mark A. Gaspar, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (MAG) 9414

EXHIBIT A

LEGAL DESCRIPTION

BOOK 556 PAGE 207

ALL those three pieces or parcels of land situate, lying and being in the Fourth Assessment District of Anne Arundel County, State of Maryland, and described as follows, to wit:

BEGINNING for the first parcel thereof on the west side of West Frontage Road (Maryland Route I-97) where it is intersected by the south side of Benfield Boulevard (60 feet wide) as shown on the Plat of "I-97 Business Park Industrial Complex Plat One of Two" dated December, 1988 and recorded among the Land Records of Anne Arundel County in Plat Book 125, page 41, thence binding on said west side of West Frontage Road, as shown on State Highway Administration Right of Way Plat No. 49076, as now surveyed, referring all bearings of the present description to the grid meridian of the Anne Arundel County Control Survey, by the four following courses and distances respectively, viz: South 5 degrees 56 minutes 58 seconds East 50.00 feet, South 44 degrees 33 minutes 53 seconds East 32.05 feet, South 5 degrees 56 minutes 58 seconds East 80.00 feet, and South 8 degrees 48 minutes 42 seconds East 199.26 feet to intersect the third or South 84 degrees 44 minutes 36 seconds West 1567.46 foot line of the parcel of land described in a Deed dated February 2, 1973 and recorded among the aforesaid Land Records in Liber 2559, folio 889 which was conveyed by Airways Industrial Corporation to South Shore Development Co., Inc.; thence leaving West Frontage Road and running with and binding on a part of said third line, as now surveyed, to the end thereof, and running with and binding on a part of the outline of Lot No. 1 as shown on the abovementioned "Plat One I-97 Business Park Industrial Complex" South 84 degrees 45 minutes 43 seconds West 239.18 feet; thence running with and binding on the outlines of said Plat One to include Lot 1 and Lot 2 thereof and binding on the outlines of the Plat of "I-97 Business Park Industrial Complex Plat Two of Two" to include Lot 3 and Lot 4 thereof, as now surveyed, by the eleven following courses and distances respectively, viz: South 52 degrees 31 minutes 05 seconds West 209.27 feet to a pipe found; South 29 degrees 41 minutes 02 seconds West 457.95 feet to a pipe found, South 66 degrees 27 minutes 00 seconds West 466.14 feet, North 46 degrees 30 minutes 23 seconds West 179.78 feet to a pipe found, North 12 degrees 25 minutes 43 seconds West 637.00 feet to a pipe found, North 35 degrees 04 minutes 32 seconds East 125.07 feet to a pipe found, North 4 degrees 53 minutes 42 seconds West 516.87 feet to a pipe found, North 30 degrees 42 minutes 14 seconds East 287.53 feet to a pipe found, North 54 degrees 50 minutes 29 seconds East 434.32 feet to a pipe found, North 79 degrees 00 minutes 54 seconds East 769.81 feet and South 27 degrees 09 minutes 53 seconds East 218.39 feet to intersect the aforesaid west side of West Frontage Road; thence binding on the west side of West Frontage Road, as now surveyed, by the six following lines respectively, viz: South 29 degrees 33 minutes 02 seconds West 40.38 feet, by a line curving to the left with a radius of 900.00 feet for a distance of 352.51 feet (the chord of said curving line bearing South 18 degrees 19 minutes 47 seconds West 350.26 feet), South 9 degrees 22 minutes 31 seconds East 111.01 feet, South 0 degrees 35 minutes 32 seconds East 106.12 feet, South 34 degrees 41 minutes 03 seconds West 46.07 feet and South 5 degrees 56 minutes 58 seconds East 50.00 feet to the north side of Benfield Boulevard abovementioned; thence leaving West Frontage Road and binding reversely on the north side of Benfield Boulevard shown on Plat One of Two

abovementioned, as now surveyed, by the four following lines respectively, viz: South 84 degrees 03 minutes 02 seconds West 206.09 feet, by a line curving to the right with a radius of 520.00 feet for a distance of 336.03 feet (the chord of said curving line bearing North 77 degrees 26 minutes 13 seconds West 330.21 feet), by a line curving to the right with a radius of 25.00 feet for a distance of 20.32 feet (the chord of said curving line bearing North 35 degrees 38 minutes 28 seconds West 19.76 feet) and by a line curving to the left with a radius of 55.00 feet for a distance of 162.73 feet (the chord of said curving line bearing South 82 degrees 52 minutes 44 seconds West 109.54 feet) to the south side of Benfield Boulevard; thence binding on the south side of Benfield Boulevard, as now surveyed, by the four following lines respectively, viz: by a line curving to the left with a radius of 55.00 feet for a distance of 99.46 feet (the chord of said curving line bearing South 53 degrees 41 minutes 19 seconds East 86.45 feet), by a line curving to the right with a radius of 25.00 feet for a distance of 20.32 feet (the chord of said curving line bearing South 82 degrees 12 minutes 30 seconds East 19.76 feet), by a line curving to the left with a radius of 580.00 feet for a distance of 374.80 feet (the chord of said curving line bearing South 77 degrees 26 minutes 13 seconds East 368.31 feet) and North 84 degrees 03 minutes 02 seconds East 206.09 feet to the place of beginning, as shown on the Plat titled "Boundary Survey of I-97 Business Park".

BEING (1) Lots 1 and 2 as shown on the Plat of "I-97 Business Park Industrial Complex Plat One of Two" dated December, 1988 and recorded among the Land Records of Anne Arundel County in Plat Book 125 at folio 41 (2) Lots 3 and 4 as shown on the Plat of "I-97 Business Park Industrial Complex Plat Two of Two" dated December, 1988, and recorded among the aforesaid Land Records in Plat Book 125 at folio 42.

BEGINNING for the second parcel thereof on the west side of West Frontage Road where it is intersected by the north side of Benfield Boulevard (60 feet wide) as shown on the Plat of "I-97 Business Park Industrial Complex Plat One of Two" thence binding on the north side of Benfield Boulevard, as now surveyed, referring all bearings on the present description to the grid meridian of the Anne Arundel County Control Survey, by the four following lines respectively, viz: South 84 degrees 03 minutes 02 seconds West 206.09 feet, by a line curving to the right with a radius of 520.00 feet for a distance of 336.03 feet (the chord of said curving line bearing North 77 degrees 26 minutes 13 seconds West 330.21 feet), by a line curving to the right with a radius of 25.00 feet for a distance of 20.32 feet (the chord of said curving line bearing North 35 degrees 38 minutes 28 seconds West 19.76 feet), and by a line curving to the left with a radius of 55.00 feet for a distance of 162.73 feet (the chord of said curving line bearing South 82 degrees 52 minutes 44 seconds West 109.54 feet) to the south side of Benfield Boulevard, thence binding on the south side of Benfield Boulevard, as now surveyed, by the four following lines respectively, viz: by a line curving to the left with a radius of 55.00 feet for a distance of 99.46 feet (the chord of said curving line bearing South 53 degrees 41 minutes 19 seconds East 86.45 feet) by a line curving to the right with a radius of 25.00 feet for a distance of 20.32 feet (the chord of said curving line bearing South 82 degrees 12 minutes 30 seconds East 19.76 feet), by

a line curving to the left with a radius of 580.00 feet for a distance of 374.80 feet (the chord of said curving line bearing South 77 degrees 26 minutes 13 seconds East 368.31 feet) and North 84 degrees 03 minutes 02 seconds East 206.09 feet to intersect the aforesaid west side of West Frontage Road; thence binding on the west side of West Frontage Road North 5 degrees 56 minutes 58 seconds West 60.00 feet to the place of beginning.

BEING Benfield Boulevard extending westerly from West Frontage Road to the cul-de-sac there situate as shown on the Plat of "I-97 Business Park Industrial Complex Plat One of Two" recorded among the Land Records of Anne Arundel County in Plat Book 125 at folio 41.

BEGINNING for the third parcel thereof in the second or South 18 degrees 49 minutes 00 seconds East 1087.66 foot line of the parcel of land described in a Deed dated February 19, 1971 and recorded among the Land Records of Anne Arundel County in Liber 2393, folio 212, which was conveyed by Herman Hilbinger and wife to Ritchie at Cypress Associates, said place of beginning being on the north side of Benfield Boulevard at the southeast corner of Lot No. 5 as shown on the Plan of "I-97 Business Park Industrial Complex Plat Two of Two", thence binding on the north side of Benfield Boulevard as shown on State Highway Administration Right of Way Plat No. 49076, as now surveyed, referring all bearings of the present description to the grid meridian of the Anne Arundel County Control Survey, by the two following courses and distances respectively, viz: South 78 degrees 55 minutes 20 seconds West 134.78 feet and South 84 degrees 03 minutes 02 seconds West 133.00 feet to the east side of West Frontage Road (Maryland Route I-97) as shown on said Right of Way Plat No. 49076; thence binding on the east side of West Frontage Road, as now surveyed, by the four following lines respectively, viz: North 32 degrees 01 minute 23 seconds West 50.05 feet, North 6 degrees 21 minutes 43 seconds West 94.55 feet, North 18 degrees 44 minutes 26 seconds East 95.63 feet and by a line curving to the right with a radius of 745.00 feet for a distance of 228.58 feet (the chord of said curving line bearing North 15 degrees 53 minutes 56 seconds East 227.69 feet) to intersect said second line in the aforementioned deed; thence running with and binding on a part of said second line as now surveyed, South 27 degrees 09 minutes 53 seconds East 456.63 feet to the place of beginning.

BEING Lot No. 5 as shown on the Plat of "I-97 Business Park Industrial Complex Plat Two of Two" dated December, 1988 and recorded among the Land Records of Anne Arundel County in Plat Book 125, folio 42.

280989

FINANCING STATEMENT

- 1. To be recorded among the Financing Statement Records of Anne Arundel County, Md.
- 2. To be recorded in the Land Records of _____
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 121,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County, Maryland with the filing of a Deed of Trust of even date

NAME	No	Street	ADDRESS	City	State
5. Debtor(s):					
<u>Outrigger Associates, Inc.</u>		<u>1438 hazel Place,</u>	<u>Edgewater, Md.</u>	<u>21037</u>	
<u>a Maryland corporation</u>					

6. Secured Party:

COLUMBIA NATIONAL BANK
555 13th Street, N.W.
Washington, D.C. 20004
Attention: Teresa A. De Witt, Loan Adm. Officer
(Type name & title)

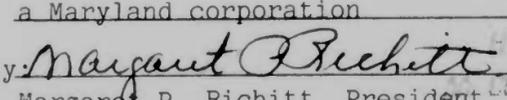
7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

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

Secured Party: COLUMBIA NATIONAL BANK By: <u></u> Type Name <u>Edward M. Tilghman</u> Title <u>President</u>	Debtor(s) or Assignor(s): Outrigger Associates, Inc. a Maryland corporation By: <u></u> Margaret P. Richitt, President Type or Print Name and Title of Each Signature
---	--

POSTAGE .50
11.00
1884500 0345 R01 T14:05
CK
05/25/90
H. ERLE SCHAFER
CC. CIRCUIT COURT

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

11

THIS SCHEDULE "A" is attached to and made a part of a Financing Statement by and Between Outrigger Associates, Inc. and Columbia National Bank.

Legal Description:

BEING KNOWN AND DESIGNATED as Lots 40, 41, 42, 43, 44 and 45, of Block No. 14, as shown on the Plat of Section "D", SHOREHAM BEACH, which Plat is now recorded among the Land Records of Anne Arundel County in Plat Book No. 11, folio 11.

Property Address: 1438 Hazel Place
Edgewater, Maryland 21037

Outrigger Associates, Inc.
a Maryland corporation

By: Margaret P. Richitt
Margaret P. Richitt, President

FINANCING STATEMENT

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

BOOK 556 PAGE 212

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 15,000.00
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County

5. Debtor(s) Name(s): Annapolis Design Centre, Incorporated Address(es): 177 Defense Highway
Annapolis, Maryland 21401

6. Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION Address: 100 S. Charles Street
Baltimore, Maryland 21201
Attention: Commercial Note Department

RECORD FEE 11.00
RECORD TAX 105.00
POSTAGE CR .50

7. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property ("Collateral") and (a) all present and future substitutions, replacements, appurtenances, accessions relating to any of the following; (b) all of the Debtor's books and records; and (c) all proceeds (cash and non-cash, including insurance proceeds) and products of all of the following in any form whatsoever.

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash; and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever; all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper; all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for the benefit of each Debtor; and all rights of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes; all property in or on which any of the foregoing is stored or maintained; and all documents of title and trust receipts relating to any of the foregoing; all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory; and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to any of the foregoing.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to any of the foregoing; all documents of title and trust receipts relating to any of the foregoing; all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to any of the foregoing.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

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

Debtors: Annapolis Design Centre, Incorporated

By: *Drema H. Fischer* (Seal) _____ (Seal)
Drema H. Fischer, President

(Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

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

05/25/90

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280991

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A:FN099901.FIS
03/16/90

TO BE RECORDED AMONG THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR: EDWIN J. MOSMILLER, JR.
208 Inlet Drive
Pasadena, Maryland 21122
2. NAME AND ADDRESS THE FIRST NATIONAL BANK OF
MARYLAND
18 West Street
Annapolis, Maryland 21401
Attn: June R. Hornick

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

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

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17.50

Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Nicholas Lambrow and 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:

 (SEAL)
Edwin J. Mosmiller, Jr.

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

Diane Hewes
Miles & Stockbridge
10 Light Street
8th Floor
Baltimore, Maryland 21202

PARCEL ONE:

BEING KNOWN AND DESIGNATED as Lots Nos. 3D and 3E, as shown on Plat entitled "Second Revision Plat Two Resubdivision of Lot 3, Brandon Woods Business Park, Section I", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 122 folio 34.

PARCEL TWO:

BEGINNING for the same at an iron pipe now set on the Southwest intersection of a 15-foot road and Marley Neck Road at the end of the first line of the first parcel of a conveyance to Hattie Volney and Felix A. Volney by Confirmatory Deed, dated March 19th, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 233, folio 321, and running thence with the Southmost side of the said 15-foot road, North 85 degrees 46 minutes West 107.74 feet to an iron pipe; thence leaving the said road and running South 03 degrees 42 minutes West 116.53 feet to an iron pipe heretofore set at the end of the South 83 degrees 40 minutes West 170.60 foot line of a conveyance to Anthony J. Karvoski and wife, dated August 18th, 1936 and recorded in Liber F.A.M. No. 154, folio 454; thence running with said line North 83 degrees 40 minutes East 149.40 feet to the Southwest side of Marley Neck Road; thence running with the Southwest side of the said road, North 20 degrees 00 minutes West 98.03 feet to the point of beginning. The improvements thereon being known as No. 7100 Marley Neck Road.

BEING the same lot of ground granted and conveyed by Deed dated August 10, 1977 and recorded among the Land Records of Anne Arundel County in Liber WGL 2990, folio 31, from Hilda E. Couch, Widow, to Edwin J. Mosmiller, Sr. and Edwin J. Mosmiller, Jr.

SAVING AND EXCEPTING from the above-described parcel, all that lot of ground which was conveyed by Hilda E. Couch to The State Department of Transportation, by Deed dated June 28, 1977 and recorded among the Land Records of Anne Arundel County in Liber No. 2980, folio 560 on July 18th, 1977.

SAVING AND EXCEPTING ALSO from the above-described parcel, all that lot of ground which was conveyed by Edwin J. Mosmiller, Sr. and Edwin J. Mosmiller, Jr. to Anne Arundel County, Maryland by Deed dated October 15, 1979 and recorded among the said Land Records in Liber No. 3256, folio 576.

BEING IN END RESULT the same lot of ground conveyed to Edwin J. Mosmiller, Sr. and Anne J. Mosmiller for their joint lives by the Deed described in the Recital above and later intended to be conveyed by the said life tenants to Edwin J. Mosmiller, Jr. by the Deed described in the Recital above.

RETURN TO:

Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204

280992

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

Subject To Recording Tax On
Principal Amount Of
\$500,000.00 Which Was Paid To
The Clerk Of The Circuit
Court Of Anne Arundel County
Upon The Filing Of A Second
Consolidated, Amended And
Restated Deed Of Trust.

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

1. **DEBTOR:** ERNEST J. LITTY, JR.
1021 Dorsey Road
Glen Burnie, Maryland 21061
2. **SECURED PARTY:** THE FIRST NATIONAL BANK OF MARYLAND
110 South Paca Street
BANK 110-900
Baltimore, Maryland 21201
Attention: Commercial Real Estate
Division
3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
 - b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor

GA 29.00
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SCHAFFER
CIRCUIT COURT

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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.

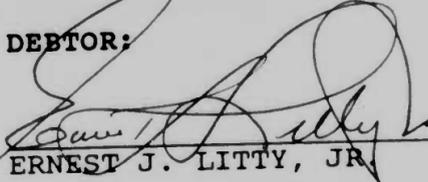
BOOK 556 PAGE 218

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Second Consolidated, Amended and Restated Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property,

together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.

- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
- i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Second Consolidated, Amended and Restated Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of FOUR 56 () page(s).
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:


ERNEST J. LITTY, JR. (SEAL)

May 25, 1990

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

Brian M. Sheahan, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (BMS) 09411



COMMONWEALTH
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

EXHIBIT A

File No. 1900165 (a)

Policy No.

LEGAL DESCRIPTION

BOOK 556 PAGE 220

PARCEL ONE

BEGINNING for the same at the beginning of the North 35 degree 03 minute 20 second West 482.30 foot line of the land conveyed by Charles P. Obrecht and Alice P. Obrecht, his wife to McKinsey Associates by Deed dated November 6, 1970 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2374, folio 143; thence leaving said point of beginning and running with and binding along said line with bearings referred to the Anne Arundel County Grid System, and as now surveyed by Dewberry, Nealon and Davis in September, 1973 (1) North 35 degrees 37 minutes 29 seconds West 463.03 feet to a point on the southeast side of McKinsey Road, 30 feet wide; thence running with and binding along said road the four following courses and distances: (2) North 50 degrees 25 minutes 53 seconds East 514.10 feet to a point; thence (3) binding along an arc of a curve bearing to the right having a radius of 313.43 feet and a distance of 296.44 feet; thence (4) binding along an arc of a curve bearing to the left having a radius of 345.49 feet and a distance of 162.06 feet; thence (5) North 77 degrees 44 minutes 43 seconds East 136.11 feet to a point; thence leaving said road and running for a new line of division the three following courses and distances: (6) South 53 degrees 21 minutes 49 seconds East 300.35 feet; (7) South 44 degrees 05 minutes 09 seconds East 192.00 feet; and (8) South 35 degrees 35 minutes 26 seconds East 90.01 feet to intersect the South 70 degree 44 minute 00 second West 1265.57 foot line of the aforesaid Deed at a point distant South 70 degrees 24 minutes 51 seconds West 70.00 feet from the beginning of said line; thence running with and binding along said line, with bearings referred to the Anne Arundel County Grid System and as now surveyed by Dewberry, Nealon and Davis in September, 1973, (9) South 70 degrees 24 minutes 51 seconds West 903.09 feet; (10) South 70 degrees 31 minutes 49 seconds West 252.84 feet, and (11) South 69 degrees 25 minutes 27 seconds West 39.26 feet to the place of beginning.

5:009:RC



COMMONWEALTH
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

File No. 1900165 (a)

Policy No.

LEGAL DESCRIPTION

BOOK 556 PAGE 221

PARCEL TWO

BEGINNING for the same at a stone found at the end of the Second or South 36 degrees 30 minutes East 1735 foot line of the conveyance from John Z. Baldwin and wife to Presley S. Taylor, Deed dated December 15, 1919, recorded among the Land Records of Anne Arundel County, Maryland in Liber W.N.W. 27, folio 90. Said stone also being the beginning stone of the conveyance from C. Mason Turner and wife to Marguerite T. Taylor and dated October 11, 1930, recorded among the aforesaid Land Records in Liber F.S.R. 78, folio 126 thence binding on the First or South 30 degrees 39 minutes West 655.25 foot line of the last mentioned conveyance and binding on the northwest boundary line of the Otho H. Williams property, Deed recorded among the aforesaid Land Records in Liber 541, folio 226 and referring the courses of this description to the Maryland State Grid Meridian, and as now surveyed

1) South 24 degrees 02 minutes 23 seconds West 655.99 feet thence binding reversely on the Seventh or South 51 degrees 17 minutes 50 seconds East 1206.17 foot line Parcel No. II of the conveyance from Jean T. Zeches, et al. to The Richards Group of Maryland, Inc., Deed dated January 4, 1973 recorded among the aforesaid Land Records in Liber 2557, folio 664

2) North 51 degrees 18 minutes 01 seconds West 1206.10 feet thence binding reversely on the First or South 45 degrees 15 minutes 00 seconds East 240.02 foot line of the conveyance from Bernard M. Ryan & wife to George A. Booth, Jr. & wife, Deed dated February 27, 1981 and recorded among the aforesaid Land Records in Liber 3388, folio 870

3) North 51 degrees 05 minutes 24 seconds West 240.53 feet to an iron pipe found thence binding reversely on the North 44 degrees 45 minutes 00 seconds East 180.50 foot line of the last mentioned conveyance

4) South 39 degrees 05 minutes 50 seconds West 181.07 feet thence binding on the northeast side of a right of way 30 feet wide as described in the last mentioned conveyance

5) North 48 degrees 15 minutes 45 seconds West 1010.65 feet thence binding on the southeast existing right of way line of U. S. Route 301 as shown on Maryland State Roads Commission Right of Way Plat Nos. 16272 and 16273

6) with the arc of a curve to the right having a radius of 6835.49 feet an arc length of 1111.54 feet and being subtended by a chord North 43 degrees 28 minutes 59 seconds East 1110.31 feet thence

7) North 48 degrees 08 minutes 30 seconds East 563.94 feet to an iron pipe found thence binding reversely on the Third or North 41 degrees 51 minutes 40 seconds West 436.68 foot line of the conveyance from Presley S. Taylor, Jr. to Anne Arundel County, Maryland, Deed dated November 15, 1975 and recorded among the aforesaid Land Records in Liber W.G.L. 2810, folio 75



COMMONWEALTH
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

File No. 1900165 (a)

Policy No. 558 222

8) South 41 degrees 51 minutes 30 seconds East 436.48 feet to an iron pipe found thence binding reversely on part of the fourth and all of the third and second lines of the conveyance from Presley S. Taylor, Jr. to the Faith Community Church of Gambrills, Inc., Deed dated November 9, 1981 and recorded among the aforesaid Land Records in Liber 3455, folio 199.

9) South 44 degrees 45 minutes 38 seconds West 216.03 feet; thence

10) South 45 degrees 20 minutes 08 seconds East 561.95 feet to an iron pipe found thence

11) North 17 degrees 09 minutes 32 seconds East 566.99 feet thence northeasterly crossing the existing right of way of Waugh Chapel Road 77 feet wide

12) North 44 degrees 42 minutes 55 seconds East 77.00 feet to the south side of a private right of way 13 feet wide thence binding on said south side and also binding on part of the third or South 37 degrees 38 minutes East 1914.0 foot line of the conveyance from Presley S. Taylor & wife to Richard N. & Jean T. Zeches, Deed dated August 1, 1956 and recorded among the aforesaid Land Records in Liber 1050, folio 489

13) South 44 degrees 56 minutes 23 seconds East 1152.24 feet thence binding on part of the Third or South 57 degrees 45 minutes West 997 foot line of the conveyance from Conrad H. & Anna M. C. Abend to Nelson M. & Helen S. Turner, et al., Deed dated February 3, 1956 and recorded among the aforesaid Land Records in Liber 998, folio 425

14) South 51 degrees 52 minutes 03 seconds West 8.73 feet thence binding reversely on the third and second lines of the conveyance from Nelson M. & Helen S. Turner, et al., to Presley S. & Marguerite T. Taylor, Deed dated August 1, 1956 and recorded among the aforesaid Land Records in Liber 1050, folio 470

15) South 48 degrees 50 minutes 49 seconds West 215.92 feet thence

16) South 53 degrees 34 minutes 48 seconds West 380.70 feet thence continue binding on part of the aforesaid Third or South 57 degrees 45 minutes West 997 foot line as aforementioned

17) South 51 degrees 52 minutes 03 seconds West 385.45 feet thence binding on the Fourth or South 36 degrees 30 seconds East 425 foot line of the aforesaid conveyance recorded in Liber 998, folio 425

18) South 42 degrees 06 minutes 55 seconds East 425.00 feet to the point of beginning.

28:040:RC



COMMONWEALTH
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

File No. 1900165 (a)

Policy No.

LEGAL DESCRIPTION

556 FILE 223

PARCEL THREE

BEING KNOWN AND DESIGNATED as Lot No. 1 as shown on a Plat entitled "Plat for Loyola Federal Savings & Loan Assoc., Part of Suzanna L. Litty Property", which Plat is recorded among the Land Records of Anne Arundel County in Liber 3299, folio 313.

SAVING AND EXCEPTING THEREFROM all that lot of ground described in a Deed dated November 30, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4988, folio 453 which was granted and conveyed by Ernest J. Litty, Jr. unto Anne Arundel County, Maryland.

28:023:RC

FORM 2002 (Continuation)

ORIGINAL

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280993

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Fur Vault, Inc.
Address 360 West 31st Street, New York, New York 10001

2. SECURED PARTY

Name Image, Inc. and Ronlee Apparel Company
Address 165 Chubb Avenue, Lyndhurst, NJ 07071-9160

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

3. Maturity date of obligation (if any)

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

See Schedule A attached hereto.

NO RECORDATION TAX REQUIRED

Name and address of Assignee

REGGRD FEE 11.00
POSTAGE .05
#606700 C777 R03 T15:59
05/29/90

CHECK THE LINES WHICH APPLY

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT
POSTAGE .45
#606700 C777 R03 T15:59
05/29/90

(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)

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

Robert A. Kelly
(Signature of Debtor)

The Fur Vault, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

BOOK 556 PAGE 225

Debtor: The Fur Vault, Inc.

Schedule A

All inventory consigned by Image, Inc. and Ronlee Apparel Company to The Fur Vault, Inc. pursuant to the Consignment Agreement dated February 27, 1990 between Image, Inc. and The Fur Vault, Inc., including without limitation all mink, fox, other fur, leather and fur trimmed leather jackets, coats and other outerwear and related items consigned thereunder.

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

BOOK 556 PAGE 226

For Filing Officer Use
File No.
Date & Hour 280994

TO BE RECORDED IN LAND RECORDS

the Chattel Records of Anne Arundel County, Maryland

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

Maturity date (if any)

Table with 5 columns: Name(s) of Debtor(s) or assignor(s), No., Street, City, State. Rows include Courembis, John L. and Gibson, William L.

Name of Secured Party or assignee: Capital Bank, N.A., 815 Connecticut Ave., N.W., Washington, D.C.

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 Attached Schedule A

RECORD FEE 12.00
POSTAGE CK .50

#668740 0777 R03 716#01

05/29/90

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

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops...
3. If collateral is goods which are or will become fixtures...
4. Proceeds of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING

H. ERLE SCHAFER
Circuit Court

Debtor(s) or assignor(s)
John L. Courembis
Capital Bank, N.A. (Seal)
Miriam D. Courembis
G. Fineman, Attorney for Bank

Vice President/Real Estate Loans
Capital Bank, N.A.
815 Connecticut Avenue, N. W.
Washington, D.C. 20006

RETURN TO:

SCHEDULE A
Description of Collateral

All machinery, equipment, furnishings, tools, supplies, on site building materials, fixtures, furniture, and all other goods: all receivables of every kind and nature (including accounts receivable), contract rights (including those under leases), and all other accounts of every type; trade names, trademarks, and all other general intangibles; and all accessions, additions, and increases thereto, substitutions therefor, and products and proceeds thereof, both cash and non-cash, including all insurance policies and proceeds with respect hereto, whether now existing or hereafter in connection with or otherwise resulting from any activity or service (including building, construction, remodeling or leasing) conducted by Debtor in or about 607 2nd Street, N.E., Washington, D.C.

SACHS & TAYLER
1140 CONNECTICUT AVE., NW
WASHINGTON, D.C. 20036
5530 WISCONSIN AVENUE
CHEVY CHASE, MD 20815
(202) 826-8200

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

For Filing Officer Use	
File No. ....	.....
Date & 280995	.....
Hour.....	.....

BOOK 556 PAGE 228

XXXX TO BE RECORDED IN

~~LAW RECORDS~~ XXXXXX the Chattel Records of
Anne Arundel County, Maryland

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

Maturity date (if any)

Vice President/Real Estate Loans
 Capital Bank, N.A.
 815 Connecticut Avenue, N. W.
 Washington, D.C. 20006

<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>
Courembis, John L.	9407	Eldwick Way	Potomac	MD
Gibson, William L.	511	Tulip Road	Riva	MD 21140

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Capital Bank, N.A., 815 Connecticut Ave., N.W., Washington, D.C.				

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 Attached Schedule A

RETURN TO:

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

RECORD FEE 12.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

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

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) **STRIKE OUT INAPPLICABLE WORDING**
 The underlying secured transaction(s) being publicized by this Financing Statement is ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is
 This is Financing Statement # 2 of a series securing the same debt.

Debtor(s) or assignor(s)

John L. Courembis
 John L. Courembis

Capital Bank, N.A. (Seal)

Miriam E. Courembis
 Miriam E. Courembis

[Signature]
 Signature of Secured Party or Assignee
 G. Fineman, Attorney for Bank
 (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

William L. Gibson
 William L. Gibson

8668750 0777 R03 T16401
 05/29/90

H. LYLE SCHAFER

CLERK OF DISTRICT COURT

SCHEDULE A
Description of Collateral

All machinery, equipment, furnishings, tools, supplies, on site building materials, fixtures, furniture, and all other goods: all receivables of every kind and nature (including accounts receivable), contract rights (including those under leases), and all other accounts of every type; trade names, trademarks, and all other general intangibles; and all accessions, additions, and increases thereto, substitutions therefor, and products and proceeds thereof, both cash and non-cash, including all insurance policies and proceeds with respect hereto, whether now existing or hereafter in connection with or otherwise resulting from any activity or service (including building, construction, remodeling or leasing) conducted by Debtor in or about 210 F Street, N.E., Washington, D.C.

SACHS & TAYLER
1140 CONNECTICUT AVE., NW
WASHINGTON, D.C. 20036
5530 WISCONSIN AVENUE
CHEVY CHASE, MD 20815

(202) 828-8200

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

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For Filing Officer Use
File No. 280996
Date &
Hour

TO BE RECORDED IN
LAND RECORDS

XXXX Chattel Records of Anne

Arundel County, Maryland

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

Courembis, John L.
Gibson, William L.

9407

Eldwick Way Potomac

MD

Name of Secured Party or assignee

No.

Street

City

State

Capital Bank, N.A., 815 Connecticut Ave., N.W., Washington, D.C.

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 Attached Schedule A

Vice President/Real Estate Loans
Capital Bank, N.A.
815 Connecticut Avenue, N. W.
Washington, D.C. 20006

RETURN TO:

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

RECORD FEE 12.00

POSTAGE CK .50

RECORDED FEB 11 1981

05/29/80

H. ERLE SCHAFER

COURT

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

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

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is ~~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

This is Financing Statement # 3 of a series securing the same debt.
Debtor(s) or assignor(s)

John L. Courembis
John L. Courembis

Capital Bank, N.A. (Seal)

Miriam G. Courembis
(Type or print name under signature)
Miriam G. Courembis

G. Fineman
Signature of Secured Party or Assignee
G. Fineman, Attorney for Bank

William L. Gibson
William L. Gibson

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

SCHEDULE A
Description of Collateral

All machinery, equipment, furnishings, tools, supplies, on site building materials, fixtures, furniture, and all other goods: all receivables of every kind and nature (including accounts receivable), contract rights (including those under leases), and all other accounts of every type; trade names, trademarks, and all other general intangibles; and all accessions, additions, and increases thereto, substitutions therefor, and products and proceeds thereof, both cash and non-cash, including all insurance policies and proceeds with respect hereto, whether now existing or hereafter in connection with or otherwise resulting from any activity or service (including building, construction, remodeling or leasing) conducted by Debtor in or about 2nd & F Streets, N.E., Washington, D.C.

SACHS & TAYLER
1140 CONNECTICUT AVE., NW
WASHINGTON, D.C. 20036
5530 WISCONSIN AVENUE
CHEVY CHASE, MD 20815
(202) 828-8200



556 PAGE 232

Financing Statement

COPY FOR FILING

Record in:

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

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

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
It's Polite To Point, Inc.	312 Severn Avenue 116 W. CENTRAL AVE., EDGEWATER	Annapolis EDGEWATER	Maryland 21403

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. 11.00
- 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. .50
- 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. SCHAFER
05/29/70
- 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. AA CO, CIRCUIT COURT
- 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: <u>Elizabeth B. Butler</u> Type Name <u>Elizabeth B. Butler</u> Title <u>Private Banking Officer</u>	Debtor(s) or Assignor(s) <u>It's Polite To Point, Inc.</u> By: <u>Hollis G. Minor, President</u> Hollis G. Minor, President _____ _____ Type or Print Name and Title of Each Signature
---	--

1150



BOOK 556 PAGE 233

280998

Financing Statement

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 19,536.00/100
- To Be Recorded in Land Records of _____

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

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
Jeff's Body Shop, Inc.	151 Gibraltar Street,	Annapolis,	Maryland 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. RECORD FEE 11.00

Check one or more boxes as applicable: RECORD TAX 140.00

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. .50

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. 05/29/90

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. AA CO. CIRCUIT COURT

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: [Signature]
Type Name Thomas A. Holland, III
Title Vice President

Debtor(s) or Assignor(s)
JEFF'S BODY SHOP, INC.
By: [Signature]
Jeffrey L. Titus, President

Type or Print Name and Title of Each Signature

Handwritten notes: 11, 140, and a signature.

556 FILE 234

280999

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)

Worldwide Concession Services, Inc.
21001 N.W. 27th Avenue
Miami, FL 33056

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

National Westminster Bank USA
175 Water Street
New York, NY 10038

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:

All Collateral as described on Schedule A annexed hereto and made a part hereof.

Local Address: The Navy/Marine Corp
Memorial Stadium
550 Taylor Ave.
Annapolis, MD 21402

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

05/29/90
H. ERLE SCHAFER
SA 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:

Anne Arundel County, MD

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

WORLDWIDE CONCESSION SERVICES, INC.

NATIONAL WESTMINSTER BANK USA

PETER MOSER, PRESIDENT

DAVID W. TODDHUNTER, AVP

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

President
Title

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

AVP
Title

Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

EXHIBIT A ATTACHED TO FINANCING STATEMENT
EXECUTED BY WORLDWIDE CONCESSION SERVICES, INC.,
AS DEBTOR
IN FAVOR OF NATIONAL WESTMINSTER BANK USA,
AS SECURED PARTY

Debtor:
Worldwide Concession Services, Inc.
21001 N.W. 27th Avenue
Miami, Florida 33056

Secured Party:
National Westminster Bank
USA
175 Water Street
New York, N.Y. 10038

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

(a) All property, or interests in property, of Debtor, real, personal or mixed, whether now owned or existing or hereafter acquired or arising and wheresoever located, including, without limitation: all accounts and other indebtedness arising from the sale of goods or services of Debtor or howsoever arising (including, without limitation, the right to payment of any interest or finance charges thereon), all of Debtor's interest in the goods (including reclaimed, returned and repossessed goods), if any, the sale of which gave rise to the accounts and other indebtedness, all margin accounts and futures positions, all other goods, inventory, furniture, machinery, equipment, motor vehicles, fixtures, general intangibles (including, without limitation, concession agreements, goodwill, choses in action, causes of action, inventions, designs, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, licenses, trade secrets, leasehold interests in real and personal property, collateral assignments of leases, franchises, tax refund claims, and guarantee claims, security interests or liens and property subject thereto held by or granted to Debtor from time to time purporting to secure payment of Debtor's accounts and other indebtedness or any interest therein), tax refunds, chattel paper, chattel rights, instruments, documents, concession agreements, notes, and all other personal property or interests in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing, all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer-prepared materials and records) pertaining to any of the foregoing, and all guarantees, insurance policies and proceeds thereof (including, without limitation, business interruption insurance policies and proceeds thereof) and other agreements of whatever character from time to time securing or supporting any of the foregoing.

(b) All cash or other collections from, and all other proceeds of, the foregoing.

FINANCING STATEMENT

281096

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

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

- | | | |
|----|---------------------------------------|---|
| 1. | NAME AND ADDRESS
OF DEBTOR: | LOVELL REGENCY HOMES LIMITED
PARTNERSHIP
c/o Y. J. Lovell (America)
Inc.
102 Old Solomons Island Road
Annapolis, Maryland 21401 |
| 2. | NAME AND ADDRESS
OF SECURED PARTY: | Equitable Bank, National
Association
10 Light Street
Baltimore, Maryland 21202
Mail Stop #021901
Attn: Real Estate Industries
Group |

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

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and

1/2

556 237

agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Derrick D. Southard and Mary R. Henderson, 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:

LOVELL REGENCY HOMES LIMITED PARTNERSHIP

By: LOVELL HOMES (AMERICA) INC.,
GENERAL PARTNER

By: *[Signature]* (SEAL)

Its *Vice President*

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

Patricia A. Rowe
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lots Numbered Seven (7), Eight (8), and Nine (9) as shown on a Plat entitled, "Final Plat, Section II, Lots 1-16, Kingsbrook P.U.D., Henden Wood", which Plat is recorded among the Land Records of Frederick County, Maryland in Plat Book 43, folio 103.

2960W

281000
FINANCING STATEMENT

556 PAGE 240

1. _____ To Be Recorded in the Land Records of Anne Arundel County, Baltimore City & Prince George's County.
2. X To Be Recorded among the Financing Statement Records of Anne Arundel County, Baltimore City & Prince George's County.
3. X Not Subject to Recordation Tax.
4. _____ Subject to Recordation Tax on an initial debt in the principal amount of \$144,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Baltimore City.

Deed of Trust of even date - filed in Balto. City.

5. Debtor Name	Address
Thomas E. Stuehler, Individually and T/A LA FONTAINE BLEU	190-L Penrod Court Glen Burnie, Maryland 21061
Jeannette K. Stuehler, Individually and T/A LA FONTAINE BLEU	190-L Penrod Court Glen Burnie, Maryland 21061

6. Secured Party	Address
First National Bank of Maryland	18 West Street Annapolis, Maryland 21401

RECORD FEE 15.00
MISTAKE .50
MAY 30 11:22
05/30/90

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. **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.

B. **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

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

FB001.150

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.

C. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired as listed on Exhibit A which is attached hereto and incorporated herein.

DEBTOR:

SECURED PARTY:

Thomas E. Stuehler (SEAL)
THOMAS E. STUEHLER, Individually
and T/A LA FONTAINE BLEU

FIRST NATIONAL BANK OF MARYLAND

Jeannette K. Stuehler (SEAL)
JEANNETTE K. STUEHLER, Individually
and T/A LA FONTAINE BLEU

BY: June R. Hornick (SEAL)
JUNE R. HORNICK,
Assistant Vice President

Address where Collateral will be located:

3107-3109 Erdman Avenue, Baltimore, Maryland 21213
3120 Erdman Avenue, Baltimore, Maryland 21213
7514 S. Ritchie Hwy., Glen Burnie, Maryland 21061
7963 Annapolis Road, Lanham, Maryland 20706
190-L Penrod Court, Glen Burnie, Maryland 21061

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



ENTERPRISES
FOREMOST IN MERCHANDISING

BOOK 556 PAGE 242
EXECUTIVE OFF
3107 BROMAN AVE
BALTIMORE MD 212
PHONE 878 8092

EXHIBIT

A

EQUIPMENT SUMMATION

NOTE: PRICES QUOTED WILL LAST 30 DAYS

CODE	EQUIPMENT	LOCATION	PRICE
A	④ TABLES	ON-PREMISE	\$ 6,079.16
B	③ GLASSWARE	ON-PREMISE	8,324.40 REVIEW
C	⑩ GLASSWARE	OFF-PREMISE	14,026.16
D	⑤ FLATWARE	ON-PREMISE	498.60
E	⑨ FLATWARE	OFF-PREMISE	20,668.00
F	⑧ CHINA	OFF-PREMISE	12,387.00
G	⑪ DESSERT CARTS	ON-PREMISE	6,086.00 4/13
H	⑫ SOUP CARTS	ON-PREMISE	3,300.00 4/13
I	⑬ BAR CARTS	ON-PREMISE	1,800.00 4/6
J	⑭ STACK MASTERS	ON/OFF-PREMISE	7,290.00
K	⑬ SAMAVARS/CHAFFING DISHES	OFF-PREMISE	20,670.00
L	⑦ CHAFFING DISHES	ON-PREMISE	2,445.00
M	⑥ SMALL WARES	ON-PREMISE	1,152.00 4/6
N	② LINENS	ON/OFF PREMISE	28,642.50 21,000 4/6
O	① CHAIRS	ON-PREMISE	11,180.00
	TOTAL PACKAGE PRICE		\$144,548.80

DOES NOT INCLUDE FREIGHT AND PRICES WILL HOLD FOR 30 DAYS

FINANCING RECORDS - ANNE ARUNDEL COUNTY

(Recordation Taxes paid on \$250,000.00 - Deed of Trust of even date - Balto City)

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
 Thomas E. Stuehler, individually & t/a*
 Jeanette K. Stuehler, individually & t/a*
 (Name)
 190-L Penrod Court
 (Address)
 Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND
 Attn: June Hornick
 (Name of Loan Officer)
 18 West Street
 (Address)
 Annapolis, Maryland 21401

*LaFontaine Bleu

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

A/R ONLY

RECORD FEE 13.00
 JUSTICE CK .50
 281001 0345 R01 11:22
 05/30/90

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

located at **

2. The collateral property is ~~attached 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~~
~~lands and accounts resulting from the sale thereof to be extracted from, the following real estate.~~

Record Owner, if different from the Debtor: _____

3. Products and Proceeds of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to ~~Secured Party name above or Assignee, if any, at the address stated.~~
 Pat Weiss, P. O. Box 2400, Annapolis, Md. 21404

DEBTOR (OR ASSIGNOR)
 (Seal)
 Thomas E. Stuehler, individually & t/a*
 (Seal)
 Jeanette K. Stuehler, (Signature)
 individually & t/a*
 (Print or Type Name)
 *LaFontaine Bleu

SECURED PARTY (OR ASSIGNEE)
 First National Bank of Maryland (Seal)
 (Seal)
 June R. Hornick (Signature)
 By: June Hornick, Assistant Vice-President
 (Print or Type Name)

**3107-3109 Erdman Avenue, Baltimore, Maryland 21213
 3120 Erdman Avenue, Baltimore, Maryland 21213
 7514 S. Ritchie Highway, Glen Burnie, Maryland 21061
 190-L Penrod Court, Glen Burnie, Maryland 21061
 7963 Annapolis Road, Lanham, Maryland 20706

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 the original Financing Statement, Identifying File No. 273909 recorded in Liber 530, Folio 73 on 7/25/88 at Anne Arundel County

1. DEBTOR(S) Farr International, Inc. ADDRESS(ES) 326 First Street, Suite 24 Annapolis, Maryland 21403 2. SECURED PARTY MNC Retail Services Corp, ATTENTION: Anjana Singh ADDRESS: MAILSTOP 090159 ; 7178 Columbia Gateway Drive, Columbia, Maryland 21046

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... 4. TERMINATION... 5. ASSIGNMENT... 6. AMENDMENT... 7. RELEASE...

8. Debtor's Additional Address: 613 3rd Street Suite 11 Annapolis, Maryland 21403

H. ERLE SCHAFER AA CO. CIRCUIT COURT RECORD FEE 10.00 POSTAGE .50 #787270 C055 R02 T12:41

05/30/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT

DEBTOR(S): Farr International, Inc. BY: Geoffrey R. Stagg, President

SECURED PARTY: MNC Retail Services Corp BY: Anjana Singh, Retail Finance Officer

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 MNC Retail Services Corp to the name and address noted in Item 2 above

154757

281002

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202-1388

BOOK 556 PAGE 245

Not to be recorded in
Land Records

Subject to Recordation
Tax:

Principal Amount is:
\$140,000.00

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

Date: May 23, 1990

FINANCING STATEMENT

1. Debtor:

Address:

Severn Homes, Inc.

P.O. Box 412
Severna Park, MD 21146

2. Secured Party:

Address:

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

9151 Baltimore National Pike
Ellicott City, MD 21043

RECORD FEE 14.00
POSTAGE CK .50

CK

5:01 7:13:59
05/30/90

3. This Financing Statement covers:

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

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

(c) all building materials and equipment now or

LAW OFFICES OF
ARNOLD, BEAUCHEMIN & TINGLE, P.A.
LOWER LEVEL, SUITE B
9005 CHEVROLET DRIVE
ELLICOTT CITY, MARYLAND 21043
465-1110

9158-90

14

hereafter delivered to said premises intended to be installed therein; and

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

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

Severn Homes, Inc.

BY: *Paul A. B...* (SEAL)
President

(SEAL)

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY: *Charles C. Holman*
CHARLES C. HOLMAN
EXECUTIVE VICE
PRESIDENT

Exhibit "A"

BEING KNOWN AND DESIGNATED as Lot 3, Block U, as shown on the Plat entitled, "Cape St. Claire, Deep Creek Subdivision, Section 2", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 22, folio 21. The improvements thereon being known as No. 810 Chestnut Tree Drive.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

281003
Identifying File No. 556 PAGE 248

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 ATLANTIC EXPRESS LINES, INC.
Address 808 Barkwood Court Suite #100 Linthicum, Md 21090

2. SECURED PARTY

Name CASH EXPRESS, INC.
Address ~~1847 Sawdust Blvd, Suite 2600~~ P.O. BOX 25306
Los Angeles, CA. 90025

Person And Address To Whom Statement Is To Be Returned 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 now owned and hereafter acquired accounts, accounts receivable, contract rights, general intangibles of the debtor and all insurance proceeds, thereon.

Name and address of Assessor

RECORD FEE 11.00
POSTAGE .50
HARRIS CITY REC 11:42
05/30/90
CK
H. ERLE BISHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

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

James F. Lewis
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

CASH EXPRESS, INC.

Type or Print Above Signature on Above Line

11-52

FINANCING STATEMENT FORM UCC-1

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

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

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

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

1. DEBTOR Small, Brenda
Small, Daniel
Name BREATHE EASY RESPIRATORY SERVICE
Address 6427 Centennial Circle Glen Burnie, Md 21061

2. SECURED PARTY
Name CASH EXPRESS, INC.
Address ~~1847 Sawdust Blvd, Suite 400~~ P.O. BOX 25306
Los Angeles, CA. 90025

Person And Address To Whom Statement Is To Be Returned 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 now owned and hereafter acquired accounts, accounts receivable, contract rights, general intangibles of the debtor and all insurance proceeds, thereon.

Name and address of Assignee

RECORD FEE 13.00
POSTAGE .50
#787820 DT77 R02 T14422
05/30/90
CKA 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)

Brenda Small
(Signature of Debtor)

Brenda Small
Type or Print Above Name on Above Line

Daniel Small
(Signature of Debtor)

Daniel Small
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

CASH EXPRESS, INC.
Type or Print Above Signature on Above Line

1358

281005

ANNE ARUNDEL COUNTY

BOOK 556 PAGE 250

FINANCING STATEMENT

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

1. Name of Debtor(s): Calico's, Inc.
 Address: 2329-D Forest Drive
 Annapolis, MD

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:

SEE ATTACHED SCHEDULE "A"

RECORD FEE 11.00
 POSTAGE .50
 HT87840 OTTT ROD T18126
 CK 05/30/90
 H. ERIC SCHAFER
 AA CO. CIRCUIT COURT

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

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

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

Debtor(s): Calico's, Inc.
Philip Brozen
 Philip Brozen, President

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
 By: *Robert R. Blee*
 Robert R. Blee, 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)

118

ATTACHED SCHEDULE "A"

All inventory, equipment and accounts receivable, whether now owned or hereafter acquired.

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 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, and proceeds of any and all of the foregoing property.

281006

PRINT OR TYPE ALL INFORMATION

BOOK 556 PAGE 252

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER

Anne Arundel County, MD
~~STATE CORPORATION COMMISSION~~

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Paving Company, Inc.
1073 St. Stephens Church Road
Crownsville, MD 21032

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

George Associates, Inc.
2340 Montgomery Street
Silver Spring, MD 20910

Name & address of Assignee

Associates Commercial Corporation
4191 Innslake Dr. #118
Glen Allen, VA 23060

RECORD FEE 11.00
POSTAGE CK .50

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

REC-360 CTTT REC T14-31
05/30/90

Description of collateral covered by original financing statement

One Blaw Knox Model PF400A Paver SN/ 40007-23

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

EXEMPT RECORDATION TAX- CONDITIONAL SALE CONTRACT.

H. ERLE SOMMER
AA CO. CIRCUIT COURT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Paving Company, Inc.

Signature of Debtor if applicable (Date)

James Cunningham

James Cunningham - President

George Associates, Inc.

Signature of Secured Party if applicable (Date)

Ralph A. George, Exec VP

Ralph A. George, Vice President

11.8

CROSS-INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 497

Page No. 80

Identification No. 261372

Dated April 21, 1986

1. Debtor(s) { Douglas L Baer & Shirley A Baer
 Name or Names—Print or Type
 { 367 Beaghan Drive 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:

DJ

<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
 #787880 DTT R02 114432
 05/30/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Dated: May 21, 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)

135.50

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 May, 19 90, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.) Schedule "A"

DESCRIPTION OF COLLATERAL

- All accounts now owned and all accounts hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts.
All inventory now owned and all inventory hereafter acquired by Borrower and all proceeds (cash and non-cash) of such accounts.
All notes receivable now owned and all notes receivable hereafter acquired by Borrower and all proceeds (cash and non-cash) of such notes.
All contract rights now owned and all contract rights hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such contract rights.
All chattel paper now owned and all chattel paper hereafter acquired by Borrower and all proceeds (cash and non-cash) of such chattel paper.
All general intangibles now owned and all general intangibles hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such general intangibles.

WITNESS: _____ (SEAL)

WITNESS: _____ (SEAL)

ADDRESS: _____ (STREET)

(CITY, COUNTY, AND STATE)

(SEAL)

Attest:

(SECRETARY)

(CORPORATE DEBTOR SIGN BELOW)
Ballantine Enterprises, Limited
T/A A & B Auto Brokers

BY: Robert A. Ballantine, Sr.
TITLE Robert A. Ballantine, Sr., Pres
By: Arthur L. Craft
Arthur L. Craft, Vice President

BOOK 556 PAGE 256

Anne Arundel County

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....281008

1. Name of Debtor(s): Bay Merchandising, Inc.
Address: 403 Headquarters Drive #2
Millersville, Maryland 21108

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
2001 Davidsonville Road
Crofton, Maryland 21114

3. This Financing Statement covers the following types (or items) of property: Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses in Action, and All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, ~~XXXXXXXXXXXXXXXXXXXX~~ Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing in any form whatsoever.

(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
POSTAGE .50
#787970 0777 R02 T14:36
CK 05/30/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

Debtor(s): Bay Merchandising, Inc.
Fulvio Alviani
Fulvio Alviani, President
Mary Ann Alviani
Mary Ann Alviani, Vice President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *Donald D. Howard*
Donald D. Howard, 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)

11/8

281009

BOOK 556 PAGE 257

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) D.S.A., INC. South Gate Market Place Shopping Center 337 Hospital Drive Store H Glen Burnie, Maryland, 21061	2. SECURED PARTY and Address PEI FOODS, INC. OF NORTH CAROLINA 6630 Baltimore National Pike Baltimore, Maryland, 21228 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 Laundromat (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~~ Secured Party; and all proceeds thereof in any form whatsoever:

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

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

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

E. Other. All tangible and intangible personal property, furniture, fixtures, equipment, leasehold improvements and supplies now owned or hereafter acquired.

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: \$ 120,000.00

DEBTOR:

D.S.A., INC.

By: Antoinette Rothenberg
(Type Name)
Antoinette Rothenberg, President

By: _____

SECURED PARTY: PEI Foods, Inc. of North Carolina

By: Edward W. Isaacs
(Type Name)
Edward W. Isaacs
(Type Name)
May 18 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 XXXX XXXY XXXX X
After recordation, please return to: Bounds & Bounds, 6630 Baltimore National Pike, Baltimore, Maryland, 21228. To be recorded among the Financing Statement Records of the State Department of Assessments & Taxation. Recordation tax having been paid in Anne Arundel County, Maryland in the amount of \$840.00.

RECORDATION FEE 11.00
RECORDATION TAX 840.00
POSTAGE .50
CK
4787990 C777 R02 T14137
05/30/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

11 840 a

DJ

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

<p>1. DEBTOR'S NAME AND ADDRESS LESSEE MCI Telecommunications Corp. 109 Market Place 9th Floor Baltimore, MD 21202</p>	<p>2. SECURED PARTY'S NAME AND ADDRESS LESSOR Northern Telecom Finance Corp. Northern Telecom Plaza 220 Athens Way Nashville, TN 37228-1399</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time & Office) RECORD FEE 10.00 #787660 OTTT R02 T14:02 05/30/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>
--	---	---

4. This statement refers to original Financing Statement bearing File No. 58106
 Filed with County of Anne Arundel Date Filed Aug. 23, 85 1985

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

A-134

No. of additional Sheets presented:

MCI Telecommunications Corporation
 By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy—Alphabetical

Northern Telecom Finance Corporation
 By: [Signature]
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3



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)
DAUGHERTY, DAVID A
2066 PHILLIPS ROAD
JESSUP, MARYLAND 20794

218 76 4750

2 Secured Party(ies) and address(es) *DCST*
JOHN DEERE COMPANY
P.O. BOX 65090
WEST DES MOINES, IA 50265

9013010400400

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

1990 EVINRUDE 6HP B2420518

RECORD FEE 11.00
RECORD TAX 7.00
POSTAGE .50
#787470 0777 R02 T13:47

05/30/90

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

AMOUNT OF TAXABLE DEBT IS \$ 739.00

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

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

Filed with *Anne Arundel*

By *David Daugherty*
Signature(s) of Debtor(s)

John Deere Co.
By *Kathy Moore*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

75.50

JMG - LUBRAND
SH 1767

556 PAGE 260

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4-87

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. 259548 recorded in
Financing Statement Records of
Liber 492, Folio 357 on 12/10/85 at Anne Arundel County

1. DEBTOR(S):

Name(s) JMG Development Corporation
Address(es) 1487 Tenbury Common, Annapolis, Maryland 21401

2. SECURED PARTY:

Name Maryland National Bank
Address _____

Person and Address to whom Statement is to be returned if different from above.
Enterprise Title and Escrow Corporation, 9500 Annapolis Road, Suite A-4
Lanham, Maryland 20706, Attention: Barbara Mattis

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 ~~XXXX~~ 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 24, "BELVOIR, SECTION D" as per plat thereof recorded in Plat Book 113, Plat 9-14 among the Land Records of Anne Arundel County, Maryland.

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.

After Recording Return to:

10-
ENTERPRISE TITLE & ESCROW CORP.
9500 ANNAPOLIS RD., SUITE A-4
LANHAM, MARYLAND 20706

DJ

RECORDED FEE 10.00
STAMP FEE .50
DEC 10 1985 11:09
05/10/90
H. ERLE SCHAFER
AN CO. CLERK COURT

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)

<p>Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.</p> <p>Ventura Construction Company, Inc. 1761 Severn Chapel Rd. Crownsville, MD 21032</p>	<p>Check the box indicating the kind of statement. Check only one box.</p> <p><input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION</p>
<p>Name & address of Secured Party</p> <p>L.B. Smith, Inc. 7430 Montevideo Rd. Jessup, MD 20794</p>	<p>Name & address of Assignee</p> <p>Associates Commercial Corporation 4191 Innslake Drive #118 Glen Allen, VA 23060</p> <p>RECORD FEE 11.00 POSTAGE .50 NTSB100 DT77 R02 11-11-86 P. ERLE SCHAFER AA CO. CIRCUIT COURT</p>
<p>Date of maturity if less than five years</p>	<p>Check if proceeds of collateral are covered (X)</p>

Description of collateral covered by original financing statement
Two (2) Terex Model 2566 Articulated Trucks SN/ A41042 and A4211015 complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

EXEMPT FROM RECORDATION TAX - CONDITIONAL SALES CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Ventura Construction Company, Inc.

L.B. Smith, Inc.

Signature of Debtor if applicable (Date)

W. T. Caillouette President

W. T. Caillouette - President

Signature of Secured Party if applicable (Date)

R. E. Quine V. Pres

R. E. Quine - Vice President

1150

#6664 FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

13

1 Debtor(s) (Last Name First) and address(es)
West Ridge Limited Partnership
901 N. Washington Street
Suite 700
Alexandria, VA 22314

2 Secured Party(ies) and address(es)
Days Inns of America Franchising, Inc.
2751 Buford Highway, N.E.
Atlanta, Georgia 30324

For Filing Officer (Date, Time, Number, and Filing Office)
BOOK 506 PAGE 262

RECORD FEE 11.00
POSTAGE CK .50
#768110 0777 802 71446
05/30/90

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

Tridom Clearlink 1.8 and 2.4 meter parabolic reflector antenna, outdoor receive/transmit module, indoor communications unit, connector cables, video receiver, all replacements and additions, and related documentation, furnished under a Satellite Communications Agreement dated Mar 17, 1988 to be located at: Intersection of Dorsey Road and Ridge Road, Lot #5, Dorsey Ridge Business Center, Hanover, MD

5. Assignee(s) of Secured Party and Address(es)
PHOENIX LEASING INCORPORATED
2401 KERNER BOULEVARD
SAN RAFAEL, CA 94901

THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY. This transaction is that of a lease for personal property and is not intended as a secured transaction.

Unit #6715 PLI#: 101-8901.10Q

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

Filed with
Anne Arundel County

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

By: West Ridge Limited Partnership
ALEXANDRIA HEIGHT CORP.
By C.A. [Signature] C.E.O.
Signature(s) of Debtor(s)

By: Days Inns of America Franchising, Inc.
[Signature]
Signature(s) of Secured Party(ies)
Title VP

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

BOOK 556 PAGE 263

FINANCING STATEMENT

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
---	--

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

1. DEBTOR

Name Corman Construction Co., Inc.

Address 12001 Guilford Road, Annapolis, MD 20701

2. SECURED PARTY/SELLER

Name The Milton James Company

Address 8411 Pulaski Highway, Baltimore, MD 21237

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE

3. Maturity date of obligation (if any) _____

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

Make or Manufacturer	Description	Identification Number	Motor Number	Model	Year
John Deere	Dozer	T0450GF 762481	T04045D 302340	450G	

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Corman Construction Co., Inc.

The Milton James Company

William Cox
(Signature of Debtor)

Brian N. Bankard Pres.
(Signature of Secured Party)

William Cox, PRESIDENT
Type or Print Above Signature on Above Line

Brian N. Bankard, President
Type or Print Above Name on Above Line

RECORD FEE 11.00
POSTAGE CK .50
#788120 0777 R02 114147
05/30/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

118

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 16 MAY 90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Patuxent Sand Co.
Address 1861 Crownsville Road Anne ARundel Annapolis, MD 21401

2. SECURED PARTY

Name Gardiner Equipment Co., Inc.
Address P. O. Box 37
Waldorf, Maryland 20604-0037
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

1 New John Deere 450G Crawler Dozer, S/N 765435

RECORD FEE 11.00
POSTAGE .50
#788130 CYTY R02 T14148
05/30/90
GK H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

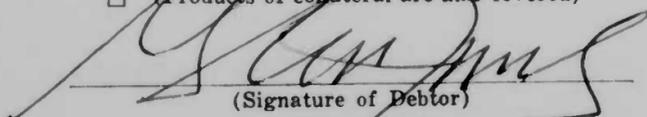
CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

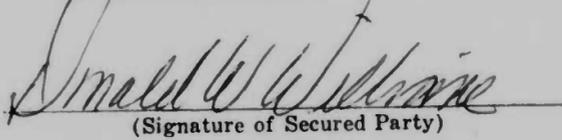

(Signature of Debtor)

Patuxent Sand Co.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gardiner Equipment Co., Inc.
P. O. Box 37
Waldorf, Maryland 20604-0037


(Signature of Secured Party)

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

1150

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):
HORNE, Dr. Eric S.
4143 Mountain Rd.
Pasadena, MD 21122

2. Secured Party(ies) Name(s) and Address(es)
Coronet Funding, Inc.
300 No. Middletown Rd.
Pearl River, N.Y. 10965

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

RECORD FEE 11.00
POSTAGE .50
#796150 CTTT REC 714450
05/30/90

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

CHIROPUTER - Offict Mgt. Computer System
See Attached Schedule A

6. Assignee(s) of Secured Party and Address(es)
First Fidelity Bank-NA NJ
Attn: Doc. Control A57003
570 Broad St.
Newark, N.J. 07102

BOOK 556 PAGE 265

281015

Products of the Collateral are also covered.

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate Below)

No. & Street Town or City County Section Block Lot

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

By Dr. Eric S. Horne
Eric S. Horne, Dr.
Signature(s) of Debtor(s)

By Coronet Funding, Inc.
Signature(s) of Secured Party(ies)

SCHEDULE "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between,

Dr. Eric S. Horne Lessee
609 Wood Lot Trail, Anapolis, MD 21401 Address

and Coronet Funding, Inc., LESSOR

LEASE DATED: May 17, 1990
PROPERTY LOCATED AT:

4143 Mountain Road, Pasadena, MD 21122

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
1	AST Bravo 386SX-16-45V PC, 40 MB HD, 2MB RAM, keybd.	TWB3004806
1	Compaq Video Graphics Color Monitor	0114544D399
1	Serial/Parallel I/O board	
2	Wyse terminal & keyboard, model WY-60	01C30203345 01C10206619
1	NEC Pinwriter Printer, model P5200	603155927
	Concurrent DOS 386 Operating System	
1	MS DOS operating system	

Eric S. Horne / Pres
Signature/Title

4/12/90
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 May, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stuart F. Carwile

Address 311 Tucker Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name The Central Trust Company, N.A.

Address Central Trust Center, 201 East Fifth Street, Cincinnati, Ohio 45202

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

3. Maturity date of obligation (if any)

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

All of Debtor's Limited Partnership interest in Legend Communications of Iowa Limited Partnership as more fully described in the attached Exhibit "A".

Name and address of Assignee

Filed With: Anne Arundel Clerk

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

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

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

Signature of Debtor

Stuart F. Carwile
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE CENTRAL TRUST COMPANY, N.A.

By: Signature of Secured Party

John C. Thomas

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#788230 DEPT AND TIBAGO
H. FILE SCHAFER
AA CO. DISTRICT COURT

11-52

EXHIBIT "A"

The Debtors' limited partnership interest in LEGEND COMMUNICATIONS OF IOWA LIMITED PARTNERSHIP, a Maryland limited partnership ("Partnership") and all profits of and income from, returns of contributions of capital by, and repayments of debts and liabilities by the Partnership; all payments on account of the purchase of the Debtor's interest in the Partnership upon his/her withdrawal, retirement, death, disability or otherwise; all distributions on dissolution of the Partnership; and all other moneys, funds and property payable or distributable to the Debtors pursuant to the Agreement of Limited Partnership, dated May __, 1990, as amended from time to time, and the proceeds thereof.

STATE OF MARYLAND

Anne Arundel County 556 FILE 269

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 246972

RECORDED IN LIBER 461 FOLIO 55 ON 4/19/83 (DATE)

1. DEBTOR

Name United Propane, Inc.
Address 205 Najoles Road, Millersville, MD 21108

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1900 Sulphur Spring Road, P.O. Box 7360, Baltimore, MD 21227

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50

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>

"All inventory, or whatever kind or nature, wherever located, now or hereafter acquired, and all returns, repossessions, exchanges, substitution, replacements, attachments, parts, accessories and accessions thereto and hereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof."

#788300
05/30/90
SCHAFFER
CIRCUIT COURT

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

BORG-WARNER ACCEPTANCE CORPORATION

Dated May 15, 1990

Mamie V. Harding
(Signature of Secured Party)

Mamie V. Harding
Type or Print Above Name on Above Line
Branch Operations Manager

158

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 (e 8 33)

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
#788400 C777 R02 715-18
05/30/90
OK H. EIRLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

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. Gussner 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)
L. L. SUMNER
Type or Print Above Name on Above Line

1/50

281019

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 6834

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
#788410 0777 R02 T15:18
05/30/90
GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

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]
(Signature of Debtor)

Dwight D. [Signature]
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

L. Summers
Type or Print Above Name on Above Line

1/15

EXHIBIT A

DESCRIPTION OF EQUIPMENT

556 PAGE 273

- One (1) D45MQA5GB1-K800 MHZ TRUNKED MOBILE, S/N: 438FQE0869
- One (1) B665 35W 800 MHZ CONTROL STATION
- One (1) TDF655G ANTENNA
- One (1) TDN7768A050 CABLE AND CONNECTOR
- One (1) RRX4019B LIGHTENING SURGE ARRESTOR
- Nine (9) H25JBF51B1AN DUAL MODE 2+3, S/N(s): 191AQE0206 THRU 191AQE0214
- One (1) H25JBF51B2AN KEYPAD DUAL MODE 2+3, S/N: 191AQE0215
- Ten (10) NTN4633B RAPID SNG CHARGER
- One (1) T35CPA5GB5-H PP1000 DISPATCH PHONE
- One (1) B847AA SWIVEL MOUNTING BRACKET
- One (1) B926AJ GAIN ROOF MOUNT, S/N: 538HQE0067
- One (1) T35CPA5GB5AH PP1000 DISPATCH PHONE
- One (1) B847AA SWIVEL MOUNTING BRACKET
- One (1) B70BM OMIT ANTENNA 800 MHZ, S/N: 538HQE0068
- One (1) RRA4923 RAPID SNG CHGR
- One (1) SMRS HOOKUP
- One (1) SMRS HOOKUP
- One (1) SMRS HOOKUP
- Nine (9) NTN-5461B MCARRYING CASE
- Two (2) NTN-5450B MCASE
- One (1) NTN-4633B MCHARGER
- One (1) NTN-5447B BATTERY NICAD MT1000
- Four (4) NAF-5000A BANTENNA

General Elevator Company, Incorporated

Type Full Legal Company Name

David A. Quaranta David A. Quaranta _____
Signature Print Name Signature Print Name

MIS Director _____
Title Title

May 9, 1990 _____
Date Date

May 9, 1990 _____
Date Date

*OK
attached
2/10/70*

281020

MARYLAND FINANCING STATEMENT

BOOK 556 PAGE 274

(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.
(Name or Names)
803-E Barkwood Court, Linthicum, Maryland 21090
(Address)

LESSEE _____ CFSL 3943
(Name or Names)

(Address)

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

RECORD FEE 11.00
POSTAGE .50
#788440 CT/77 R02 T15422
CK 05/30/70
H. ERLE SCHAFER
CIRCUIT COURT

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan
of LESSOR _____
2001 E. Joppa Rd. (Name or Names) Baltimore, Maryland 21234
(Address)

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

- 5-BDX 530 Air Sampling Pumps; 1-Multigain Five Unit Charger;
- 2-Pelicon PEL 1500 Carrying Cases; 1-Alphaphot-2 Phase Contrast Microscope;
- 2-High Volume Vacuum Pump Kits

Plus all Proceed of the Foregoing, Cash and Non-Cash, Including the Proceeds of any Insurance Policy

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. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Jagdish C. Mittal President By: Donald A. Lounsbury Credit Manager
(Title) (Title)
Jagdish C. Mittal Donald A. Lounsbury
(Type or print name of person signing) (Type or print name of person signing)

By: _____ Return to: Chesapeake Industrial Leasing Co., Inc.
(Title) 9506 Harford Road
Baltimore, MD 21234
(Type or print name of person signing)

11/50

281021

MARYLAND FINANCING STATEMENT

BOOK 556 PAGE 275

(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 Bayside Office Support Services, Inc.
(Name or Names)
619 Severn Avenue #203, Annapolis, Maryland 21403
(Address) CFSL 3941

LESSEE
(Name or Names)
(Address)

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

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings & Loan Association
(Name or Names) Baltimore, Maryland 21234
2001 E. Joppa Rd.
(Address)

4. This financing Statement covers the following types (or items) of property:
1-Leading Technology, Model 286 Computer, 12 Mhz, 80 Mb Hard Drive, 1-5 1/4" Floppy;
1-3 1/2" Floppy; 1-VGA Board & Monitor; Parallel & Serial Ports; 200 Watt Power Supply

RECORD FEE GK 11.00
POSTAGE .50
#788450 CITY RD 115422
05/30/90
H. ERLE SCHAFER
CIRCUIT COURT

Plus all Proceeds of the Foregoing, Cash and Non-Cash, Including the Proceeds of any Insurance Policy

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

LESSEE Bayside Office Support Services, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Susan M Kolb President
Susan M. Kolb
(Type or print name of person signing)

By: Donald A. Lounsbury Credit Manager
Donald A. Lounsbury
(Type or print name of person signing)

By:
(Type or print name of person signing)

Return to: Chesapeake Industrial Leasing Co., Inc.
9508 Harford Road
Baltimore, MD 21286

Handwritten initials or mark.

FINANCING STATEMENT FORM UCC-1

Identifying File No. **281022**

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

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

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

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

1. DEBTOR CONTRACT # 29820 - 731069

Name JOHN M. WALDREP
Address 391 WEST BAYFRONT ROAD LOTHIAN, MD 20711

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 L2550 TRACTOR, SER.#56715, 1 NEW KUBOTA LA400 LOADER, SER.#11232, 1 NEW KUBOTA RC72-25 MOWER, SER.#10846.

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

CR H. EARLE SCHAFER
AA CO. CIRCUIT COURT

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

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John Waldrep
(Signature of Debtor)

JOHN M. WALDREP
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

118

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): DRYWALL SPECIALTIES, LTD. Address(es): 1703 Spring Green Avenue
Crofton, Maryland 21114

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: DRYWALL SPECIALTIES, LTD.

Secured Party: Maryland National Bank

By: Thomas T. Guinard (Seal)
Type name and title, if any
Thomas T. Guinard, President

By: Deborah N. Wicker (Seal)

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

11/50

RECORD FEE 11.00
OK .50
MAY 31 11:31 AM '90
H. ERIC SCHAFER
MAY 31 11:31 AM '90
MAY 31 11:31 AM '90

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 \$ 20,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court of Anne Arundel County

5. Debtor(s) Name(s): Powerhouse Tool & Supply, Inc. Address(es): 911A Commerce Road
Annapolis, Maryland 21401

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

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

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

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

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

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

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

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

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

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

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

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

Debtor: Powerhouse Tool & Supply, Inc.

Secured Party: Maryland National Bank

By: Stephen Sobolewski, Pres. (Seal)
Type name and title, if any Stephen Sobolewski,
President

By: Jan H. Sheehan (Seal)
Type name and title Jan H. Sheehan
Assistant Vice President

MARYLAND NATIONAL BANK

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

143 8

MARYLAND NATIONAL BANK
(Secured Party or Beneficiary)

BOOK 556 PAGE 279

SCHEDULE A

This is the Schedule A to:

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

dated May 17, 19 90, and executed by _____
Powerhouse Tool & Supply, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

<u>Property Description</u> (continued):	<u>Qty</u>	<u>Item Description</u>	<u>Qty</u>
<u>Item Description</u>			
NETWORK SOFTWARE		ARCNET COMMUNICATIONS	
Novell ELS II	1	Arcnet Coaxial Brds	5
HARDWARE		Arcnet Cabling drp	1
AST 386sx		Active Hub	1
16mhz/1mb/1.2mb	1	150 mb Tape Backup	1
Monolor & Card	1	Surge Protector	5
4mb mem upgr	4	PRINTERS	
330 mb HD/Cntrl	1	Nec P5300	1
Amdek 286 stations		Nec P5200	1
10mhz/640k/1.2mb, includes	5	Printer Cable	2
monitors		REMOTE COMMUNICATIONS	
Mono Monitor	2	Carbon Copy +	2
Mono Graphic Brd	2	9600 bps modems	2
VGA Monitor	2		
VGA Video board	2		
GRANTOR/DEBTOR		GRANTOR/DEBTOR	

By: Powerhouse Tool & Supply, Inc. (SEAL)

By: _____ (SEAL)

Name: Stephen Sobolewski
Title: President

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.

JS

281024

BOOK 556 PAGE 280

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Evans Collins
Birdie I. Collins

Summer Hill Mobile Court #26
Crownsville, MD 21032

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

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

NEW 1990, Holly Park Homes, Inc. "Princess Royal", 72 X 14,
Yellow, Serial # 03-HP-12381

- 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

#668020 DT77 103 11:37

Debtor

Evans Collins
Birdie I. Collins

Secured Party

JOHN HANSON SAVINGS BANK FSB H. ERLE SCHAFER

By Kathryn Ruby

GK 03/30/90

AA CO. CIRCUIT COURT

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.

128

281025

BOOK 556 PAGE 281

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) CORDELL, ANDREW E. 8030 Abbey Court, #B Pasadena, MD 21122	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 GK .50 #668020 CTTT ROE T11:40 5. Assignee(s) of Secured Party and Address(es) Mercury Marine Finance P.O. Box 9212 Des Moines, IA 50306
4. This financing statement covers the following types (or items) of property: 1990Mercury Outboard Engine, 4 HP, Serial #0A840711		

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 Co., Maryland
P.O. Box, 71, Annapolis, Maryland 21404

By: *Andrew E. Cordell* Signature(s) of Debtor(s)
 By: *John A. ...* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical STANDARD FORM FORM UCC-1.

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

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

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 H & M Wagner & Sons, Inc.

Address 7204 May Wagner Lane, Glen Bernie, MD 21601

2. SECURED PARTY

Name Bell Atlantic Leasing Company

Address 95 North Route 17 South, Paramus, NJ 07652

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

RECORD FEE 11.00
POSTAGE .50

3. Maturity date of obligation (if any)

#888140 0777 R03 T11:50

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

CK 05/30/90

- 8COX24 station KSU (3) environment bells
- (2) surge protectors
- (6) port expansion cartridges
- (1) trunk module
- (3) trunk cartridges #7084492
- (2) station modules
- (20) M7324 expanded sets
- (8) M7310 featured sets
- (22) M7208 squared sets
- (1) ring generator

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)

Filed with: County of Anne Arundel

"Not Subject To Recordation Tax According To Property Tax Article 12-108 (k) - 4"

(Signature of Debtor)

Type or Print Above Name on Above Line

J. Black

(Signature of Debtor)

H & M Wagner & Sons, Inc.

Type or Print Above Signature on Above Line

Kaulin Sherman

(Signature of Secured Party)

Bell Atlantic Leasing Company

Type or Print Above Signature on Above Line

11 SW

FINANCING STATEMENT

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Scardina Plumbing & Heating Inc
Address 1111 Crain Highway Glen Burnie MD 21061

2. SECURED PARTY

Name Advanta Leasing Corp
Address PO Box 1228 Voorhees, Nj 08043

Person And Address To Whom Statement Is To Be Returned 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 lease does not create a security interest

- 1 IBMAT Comp CPU MBZ 60 MB tape backup
- 3 Wyse workstations, 3 okidata printers
- 4 modems, 7 armor acctg modules

Name and address of Assignee
RECORD FEE 11.00
#688150-077 003 11:51
CK 05/30/90
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)

Lizbeth Renner attorney in fact
(Signature of Debtor)

Scardina Plumbing & Heating Inc
Lizbeth Renner Attorney in fact Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11.00

Lizbeth Renner - Clerk
(Signature of Secured Party)
Advanta Leasing Corp Lizabeth Renner, Clerk

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

281028

Identifying File No. 556 PAGE 284

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2,837.00

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

RECORDATION TAX (\$21.00) PAID TO ANNE ARUNDEL COUNTY. This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code. C48 06049

1. DEBTOR

Name HYDROCLEAN, INC.
Address 328 S CAROLINA AVE. PASADENA, MD 21122

2. SECURED PARTY

Name ORIX CREDIT ALLIANCE, INC.
Address 9400 SW BARNES RD. #200 PORTLAND, OR 97225-6655

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

3. Maturity date of obligation (if any)

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

RECORD FEE 13.00
RECORD TAX 21.00
POSTAGE .50
H. EDLE SCHAFER
44 EB, CIRCUIT COURT

ANY AND ALL GOODS, CHATTELS, FIXTURES, FURNITURE, EQUIPMENT, ASSETS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, GENERAL INTANGIBLES, AND PROPERTY OF EVERY KIND WHEREVER LOCATED, NOW AND/OR HEREAFTER BELONGING TO LESSEE AND IN WHICH LESSEE HAS ANY INTEREST AND PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT, AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS UCC FORM TOGETHER WITH THE ATTACHED AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED AS A FINANCING STATEMENT.

CHECK THE LINES WHICH APPLY

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

SEE ATTACHED
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SEE ATTACHED
(Signature of Secured Party)

ORIX CREDIT ALLIANCE, INC.

Type or Print Above Signature on Above Line

Handwritten signatures: B and 21-52



Leasing Service

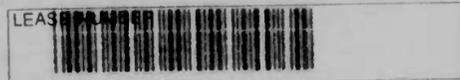
A Division of ORIX Credit Alliance, Inc.
9400 S W Barnes Road Suite 200 Portland Oregon 97225-6655 (503) 297-1408 (800) 289-0001

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

HYDROCLEAN, INC.
328 S CAROLINA AVE.
PASADENA MD 21122

556 PUE 285
(the "Lessor")

LOG NUMBER 12416 0



SUPPLIER OF EQUIPMENT (Complete Address)

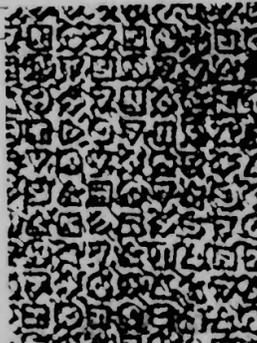
DRIEAZ PRODUCTS
1517 BENNETT RD.
MOUNT VERNON VA 98273

C48-06049

NAME AND TITLE OF PERSON TO CONTACT: CHARLES G. ARNOLD, JR., PRESIDENT

EQUIPMENT LEASED

Table with columns: QUANTITY, DESCRIPTION: MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION. Includes items like TURBO DRYER SANTANA HP, DZ 50 PLUS DEHUMIDIFIERS, FOLDING STANDS, HYDRO SENSOR, and HYDRO METER.



LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE): STREET ADDRESS, CITY, COUNTY, STATE, ZIP
SAME ANNE ARUNDEL

Table with columns: AMOUNT OF EACH RENT PAYMENT, NO. OF RENT PAYMENTS, TOTAL RENT, INITIAL TERM OF LEASE (NO. OF MONTHS), ADVANCE RENT, RENEWAL RENT. Values include 143.00, 24, 3432.00, 24.

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...
2. Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above...
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee...
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...
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...
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.

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: PORTLAND, OR DATE: 3-9-90
LESSOR: ORIX Leasing Service
BY: [Signature] VICE PRESIDENT
LESSEE (FULL LEGAL NAME): HYDROCLEAN, INC. 328 S CAROLINA AVE. PASADENA MD 21122
DATE EXECUTED BY LESSEE:
BY: [Signature] AUTHORIZED SIGNATURE CHARLES G. ARNOLD, JR. PRESIDENT

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.

[Signature] (L.S.) (Guarantor)
CHARLES G. ARNOLD, JR., INDIVIDUAL (L.S.) (Guarantor)
[Signature] (L.S.) (Guarantor)

LEASE COPY

address set forth herein for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for an account of the equipment any sum more than thirty days prior to the rent commencement date, Lessee will pay Lessor as a condition of such payment the full amount of such sum plus interest at the rate of 1 1/2% per annum on the amount of such sum from the date of payment to the rent commencement date, except when such additional rent would not be permitted by applicable law, in which event such 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 for 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.

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

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed as between Lessee and Lessor that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt of equipment 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 (Lessor's form) for each and every item immediately upon Lessor's request. Lessee shall deliver and thereafter keep at the location specified above or, if none is specified, at Lessor's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

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 Lessor's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent. 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, mechanics 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 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.

11. 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 (TC) 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 whatsoever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment, destroyed or damaged beyond repair. Lessee, at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment, destroyed or damaged beyond repair. 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. 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.

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

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

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

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

16. If Lessee fails to pay when due any rent or other amount herein provided, or if Lessee fails to perform any other provision hereof within (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment) or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment). Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum); (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is" where-is basis. Notwithstanding any action that Lessee may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE. LESSOR DR**

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

18. 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 any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated and may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.**

19. 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.

556 PRE 296

1900 31451

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

556 PAGE 287
Identifying File No. 281029

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 7,333.00

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

RECORDATION TAX (\$52.50) PAID TO ANNE ARUNDEL COUNTY.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. T48 89860

1. DEBTOR

Name BOYER, RICHARD ARTHUR IND.
DBA RICHARD ARTHUR BOYER
Address 622 STONE WHER COURT
MILLERSVILLE, MD 21108

2. SECURED PARTY

Name ORIX CREDIT ALLIANCE, INC.
9400 SW BARNES RD. #200
Address PORTLAND, OR 97225-6655

Person And Address To Whom Statement Is To Be Returned 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

ANY AND ALL GOODS, CHATTELS, FIXTURES, FURNITURE, EQUIPMENT, ASSETS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, GENERAL INTANGIBLES, AND PROPERTY OF EVERY KIND WHEREVER LOCATED, NOW AND/OR HEREAFTER BELONGING TO LESSEE AND IN WHICH LESSEE HAS ANY INTEREST AND PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT, AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS UCC FORM TOGETHER WITH THE ATTACHED AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED AS A FINANCING STATEMENT.

CHECK THE LINES WHICH APPLY

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

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

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

RECORD FEE 14.00

RECORD TAX 52.50

POSTAGE .50

#668110 0777 R03 111:41

3K 05/30/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

SEE ATTACHED

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SEE ATTACHED

(Signature of Secured Party)

ORIX CREDIT ALLIANCE, INC.

Type or Print Above Signature on Above Line

19 50.50 = 50



Leasing Service

A Division of ORIX Credit Alliance, Inc.

9400 S.W. Barnes Road Suite 200 Portland, Oregon 97225-6655 (503) 297-1408 (800) 289-0001

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

RICHARD ARTHUR BOYER, INDIVIDUAL DBA
RICHARD ARTHUR BOYER
622 STONE WHER COURT
MILLERSVILLE MD 21108

BOOK 556 (the "Lessor")

LOG NUMBER

PAGE 288

3-1441 2

LEASE NUMBER



SUPPLIER OF EQUIPMENT (Complete Address)

LYONS & LYONS SALES
PO BOX 5005
12033 GLEN ARM RD
GLEN ARM MD 21057

748-89860

NAME AND TITLE OF PERSON TO CONTACT: RICHARD ARTHUR BOYER, OWNER

EQUIPMENT LEASED

Table with columns: QUANTITY, DESCRIPTION: MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION. Row 1: 1 EXCEL 251K TS MOWER, 5# 20/88473. Includes a QR code and value 7900.00.

LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE): STREET ADDRESS, CITY, COUNTY, STATE, ZIP SAME

FOR INITIAL TERM OF THIS LEASE

AFTER INITIAL TERM

Table with columns: AMOUNT OF EACH RENT PAYMENT, NO. OF RENT PAYMENTS, TOTAL RENT, INITIAL TERM OF LEASE (NO. OF MONTHS), ADVANCE RENT, RENEWAL RENT. Values: 9720.00, 36, 270.00.

Terms and Conditions of Lease

- 1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above...
2. Lessee requests Lessor to purchase equipment of the type and quality specified above...
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee...
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...
5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties...
6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein.

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: PORTLAND, OR 4-10-90. LESSEE (FULL LEGAL NAME): RICHARD ARTHUR BOYER, INDIVIDUAL DBA. Includes signatures of Richard Arthur Boyer and a funding officer.

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.

(L.S.) (Guarantor) (L.S.) (Guarantor)
(L.S.) (Guarantor) (L.S.) (Guarantor)

LEASE COPY

FINANCING STATEMENT FORM UCC-1

Identifying File **281030**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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

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

RECORD FEE 11.00
#660040 0777 R03 T23438
05/30/90

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 # 11, 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 May 10, 1990 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.

Bruce J. Winter
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

Union Chelsea National Bank

Arnold Winitt
(Signature of Secured Party)

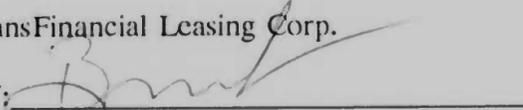
Arnold Winitt
Type or Print Above Name on Above Line

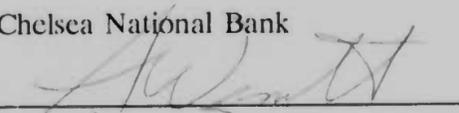
Filed in Anne Arundel County

11 80

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(4) Four	4/60 FM2-8-P3 Sun-4/60M 8Mbyte Desktop Workstation with 17 inch monochrome monitor, 104-Mbyte SCSI Internal Disk S/N's 009F1311, 009F2326, 009F2339, 009F2356
(1) One	X539H 327-Mbyte SCSI Disk, 150-Mbyte 1/4 inch tape External Expansion Module S/N 007G0102
(1) One	X104H 4-Mbyte Memory Expansion
(5) Five	X301H 3/80 USA Country Kit, US Keyboard, Mouse and Pad, Localized Power Cords S/N's 000781, 51000647, 41000672, 51000676, 51002187
(5) Five	SYSL2 Sun System Software Right to Use License 2-User Maximum
(1) One	PC-NFS-3C-51 PC-NFS Network File System for Personal Computers, Right to use License for one PC, 5 1/4 inch Floppy Diskette, Manuals, PC Ethernet Controller
(2) Two	ETR Ethernet Terminators 50 OHMS, Male
(6) Six	TAP Ethernet Transceiver with 15 Meter Branch Cable and "N-Series" Inline Cable Connectors
(1) One	LW1-01-2 Sun Laserwriter II S/N 946J0187, 115 VAC, MC68000 Graphics Controller w/2 Mbytes of Memory, 8 Page per Minute Printing Engine, Supports Postscript, Laserwriter Interface Kit 1/4 Inch Cartridge
(1) One	LW-21-2 Sun Laserwriter II Toner Cartridge - Four Pack
(1) One	SM3-01 Sun OS, Media, and Manual
(1) One	SS-09 Sun-3 Series, Full System Documentation Set
(1) One	SA-270 Sun OS System Admin, Training
(1) One	SS2-07 Media and Documentation for Operating System
(1) One	4/60FGX-8-P3 Sun-4/60 8Mbyte Desktop Workstation, 17 inch Color Monitor, 104-Mbyte SCSI Internal Disk S/N 007F1703
(1) One	530-1250 SCSI Cable
(1) One	MO115 Extended Keyboard MAC II & SE
(10) Ten	M6002 Toner Cartridge Laserwriter II
(2) Two	249886 Serial Mouse with Windows & Paint
(1) One	H/P 2000 with paper deck S/N 2708A00190
(1) One	Core HC 380
(1) One	Core LAN 380 w/HCR-N1
(1) One	Core HCR-N2

TransFinancial Leasing Corp.
 BY: 
 TITLE: Bruce J. Winter, Vice President

Union Chelsea National Bank
 BY: 
 TITLE: VICE PRESIDENT

281031

FINANCING STATEMENT

~~Not~~subject to recordation tax

1. Name of Debtor(s): Sauna Circus, Inc.
Address: 300 Chinquapin Round Road
Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Bank & Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21401

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 11.00
POSTAGE **CK** .50
1982720 0345 R01 109:00
05/01/90

4. This Financing Statement covers the following types (or items) of property:
All accounts receivable, inventory and intangible assets now or hereafter aquired. *H. ERLE SCHAFER*
AA CO. CIRCUIT COURT

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):
Sauna Circus, Inc.
X *Patricia L. Tongue*
Patricia L. Tongue, President
X *Larry Hyland*
Larry Hyland, Vice President

Secured Party:
Annapolis Bank & Trust Co.
(Type Name of Dealership)
By *[Signature]*
(Authorized Signature)
William J. Bush, Assistant Vice President
(Type Name and Title)

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

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

556 - 293
294

should be
Land.

5-31-90

556 - 293
294

should be
Land.

5-31-90

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Clerk of the Court in Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 9,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Annapolis Associated Architects Address(es): 100 Cathedral Street, Suite 6 Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department Church Circle
 Attention: Debra Phipps Post Office Box 987, Mailstop 500501
 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)

Computer Equipment
(Hardware, Software and standard accessories)
See Schedule A for detailed description

Debtor: Annapolis Assoc. Architects

Secured Party: Maryland National Bank

By: [Signature] (Seal)
 Type name and title, if any
Raymond A. Moldenhauer, President

By: [Signature] (Seal)

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

Debra L. Phipps, V.P.
 Type name and title

MARYLAND NATIONAL BANK

11-
6650
20

11.00
15.00
50
05/21/90
CK

MARYLAND NATIONAL BANK

P.O. Box 871
Annapolis, Maryland 21404

556 296



SCHEDULE A

RM

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF A SECURITY AGREEMENT DATED MAY 30 1990 BETWEEN MARYLAND NATIONAL BANK AND ANNAPOLIS ASSOCIATED ARCHITECTS

Below I have broken down the price structure of the Executive II package that you are interested in purchasing:

Hardware:	\$ 12,361.95	Your Cost 9011.99
	Macintosh CX w/ 40 Megabyte Hard disk Laserwriter II NT Apple Extended Keyboard & cables Apple Color RGB Monitor 8-bit Video card 1 MG of Memory Apple Monitor Stand	
Software:	\$ 6,263.95	4099.59
	Tronsoft's Real Estate Master, Property Master, & MaxiLOAN, Real Estate Power of Attorney software programs Microsoft Excel, HyperCard, FileMaker II, DiskFit, Microsoft Word, Disk fit, PixelPaint .	
Accessories:	\$ 476.05	383.42
	Panamax Surge Control, Disk storage box, Box Blank disks, Real Estate Master & Maxiloan, Excel, Word Advanced Macintosh Guides	
Total:	\$19,101.95	13,495.00
Sincerely,		DEPOSIT 1,048.50 BALANCE 9,446.50



Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 276,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Whitmore Printing and Stationery
Company, Inc.
 (Name)
1982 Moreland Parkway
 (Address)
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Nicholas Lambrow
 (Name of Loan Officer)
18 West Street
 (Address)
Annapolis, Maryland 21401

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

ALL ASSETS including but not limited to equipment listed on Exhibit "A"

(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 FEE 11.00
 RECORD TAX 1935.50
 POSTAGE .50

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.

05/31/90
 H. ERLE SCHAFER
 CLERK

DEBTOR (OR ASSIGNOR)
Whitmore Printing and Stationery Company, Inc. (Seal)
 BY: [Signature] (Seal)
 (Signature)
George C. Shenk, Jr., President
 (Print or Type Name)
 BY: [Signature]
Stephen E. Shenk, Vice President

SECURED PARTY (OR ASSIGNEE)
First National Bank of Maryland (Seal)
 BY: [Signature] (Seal)
 (Signature)
 (Print or Type Name)

1100
 193550
 [Handwritten initials]

EQUIPMENT LIST

COMPOSITION

Compugraphic MCS 8400 with 2 Terminals
 184 Typefaces
 Communication Interface to Typesetting via Modem
 LogE Lith Processor
 Desktop Publishing Interface
 Macintosh SE
 Seven (7) HP Vectra Computers
 Ricoh Fax

PREP EQUIPMENT

	<u>Year</u>	<u>Dimensions</u>
Fuji 40" Plate Processor	1986	
Bacher Registration System	1988	40"
Theimer 30 x 40 Plate Maker System	1988	30" x 40"
Burgess 30 x 40 Plate Maker System	1989	30" x 40"
DS 20 x 24 Camera	1983	
Fuji Film Processor	1988	26"
1430 Bacher Digital Rule-up Table	1987	44" x 60"
Assorted Halftone, Duotone and Tint Screens 65-200 Line		

PRESS EQUIPMENT

	<u>Year</u>	<u>Serial #</u>
Heidelberg SORSZ 2/C-28 x 40	1987	525052
Heidelberg SORMZ 2/C-20½ x 29½	1986	522967
Heidelberg MO 1/C-19 x 25½	1984	604774
Heidelberg GTO 4/C-14 x 20	1989	695-305
Heidelberg GTO 2/C-14 x 20	1987	687797
Heidelberg GTO 1/C-14 x 20	1989	698-202
Hamada 2/C-11 x 17	1987	OHR7937
Multilith 1250 1/C-10 x 14	1979	267709
	rebuilt in 1987	

BINDERY

45" Polar EMC Cutter	1986	5531454
41" Challenge Computerized Cutter	1982	30177
Muller Martini Six-Station Saddle Stitch System with Cover Feeder	1987	945640-C702
Stahl T-36 Folder (14 x 20)	1987	32157-127560
Stahl T-49 Folder (26 x 41)	1987	KC/66/4RTL-FE
Baumfolder 20 x 26 Folder with Right Angle	1979	QE4-137
Rosback Perforator and Scorer	1979	22670472
Assorted Stitchers, Drills, and Finishing Equipment		

DIECUTTING AND STAMPING

Heidelberg 10 x 15 Windmill Letterpress	1960	18A2B
Kluge 14 x 22 - Stamping and Embossing Press		38140283

financing statement

556 PAGE 299

STATEMENT OF
PARTIAL TERMINATION
OF
FINANCING STATEMENT
(MIDFA LOAN NO. 10118)

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

This Statement refers to original Financing Statement, Identifying File No. 245617 recorded among the Financing Statement Records of Anne Arundel County in Liber/Film 457 at Folio/Page 392.

- 1. Debtors: George C. Shenk, Sr. and Reo Shenk
3184 Harness Creek Road
Annapolis, MD 21403

Whitmore Printing and Stationery Company,
Incorporated
9 Willow Street
Annapolis, MD 21401
- 2. Secured Party/
Assignee The Annapolis Banking and Trust Company
Church Circle
Annapolis, MD 21401

3. PARTIAL TERMINATION. The Secured Party of Record no longer claims a security interest as to Debtor Whitmore Printing and Stationery Company, Incorporated, only, under the original Financing Statement referred to above. The security interest of Debtors George C. Shenk, Sr. and Reo Shenk remains in full force and effect.

RECORD FEE 10.00
POSTAGE .3

SECURED PARTY:

The Annapolis Banking and Trust Company

By: John P. Koehler, VP

John P. Koehler, Vice President

AFTER FILING, RETURN TO: Jerold A. Moses, Esquire
Blumenthal, Wayson, Downs & Offutt, P.A.
P.O. Box 868
Annapolis, MD 21404-0868

DJ

H. ERLE SCHAFER
MD CO. CIRCUIT COURT

A:Whitmore.2TF JAM #12

Handwritten initials

STATEMENT OF BOOK 556 PAGE 300
ASSIGNMENT OF
FINANCING STATEMENT

THIS IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO
THE UNIFORM COMMERCIAL CODE

THIS STATEMENT OF ASSIGNMENT refers to original Financing
Statement as follows:

Identifying Number: 244780
Liber/Book: 455
Folio/Page: 304
Date: 10/26/82

- | | Address |
|---|--|
| 1. Debtor | |
| Whitmore Printing and
Stationery Company | 1982 Moreland Parkway
Annapolis, MD 21401 |
| 2. Secured Party | Address |
| Annapolis Banking and Trust
Company | P.O. Box 311
Annapolis, MD 21404 |
| 3. Assignee | Address |
| First National Bank of
Maryland | 18 West Street
Annapolis, MD 21401 |

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

Secured Party:
Annapolis Banking and Trust Company

By: John P. Koehler
John P. Koehler, Vice President

RECORD FEE 10.00
NOTICE .30
1983060 0055 R01 113:07
05/31/90
H. ERLE SCHAFER
MD. CL. CIRCUIT COURT

After recording, please return to:

M. Willson Offutt, IV, Esquire
Blumenthal, Wayson, Downs & Offutt, P.A.
121 Cathedral Street, P.O. Box 868
Annapolis, MD 21404

A:F44441.SFS F #31

10/26/82

ASSIGNMENT OF

FINANCING STATEMENT

THIS IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO
THE UNIFORM COMMERCIAL CODE

THIS STATEMENT OF ASSIGNMENT refers to original Financing
Statement as follows:

Identifying Number: 254960
Liber/Book: 480
Folio/Page: 501
Date: 12/14/84

- | | Address |
|--|--|
| 1. Debtor | |
| Whitmore Printing and Stationery Company | 1982 Moreland Parkway
Annapolis, MD 21401 |
| 2. Secured Party | Address |
| Annapolis Banking and Trust Company | P.O. Box 311
Annapolis, MD 21404 |
| 3. Assignee | Address |
| First National Bank of Maryland | 18 West Street
Annapolis, MD 21401 |

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

Secured Party:

Annapolis Banking and Trust Company

By: [Signature]
John P. Koehler, Vice President

After recording, please return to:

M. Willson Offutt, IV, Esquire
Blumenthal, Wayson, Downs & Offutt, P.A.
121 Cathedral Street, P.O. Box 868
Annapolis, MD 21404

A:F44441.SFS F #31

(DJ)

RECORD FEE 10.00

POSTAGE .50

1986070 0005 R01 113:07

05/31/90

H. ERLE SCHAFER

MD CO. CIRCUIT COURT

10/20/84

STATEMENT OF
ASSIGNMENT OF
FINANCING STATEMENT

THIS IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO
THE UNIFORM COMMERCIAL CODE

THIS STATEMENT OF ASSIGNMENT refers to original Financing
Statement as follows:

Identifying Number:	259466
Liber/Book:	492
Folio/Page:	252
Date:	12/4/85

1. Debtor	Address
Whitmore Printing and Stationery Company	1982 Moreland Parkway Annapolis, MD 21401
2. Secured Party	Address
Annapolis Banking and Trust Company	P.O. Box 311 Annapolis, MD 21404
3. Assignee	Address
First National Bank of Maryland	18 West Street Annapolis, MD 21401

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

Secured Party:

Annapolis Banking and Trust Company

By: John P. Koehler
John P. Koehler, Vice President

RECORD FEE 10.00
POSTAGE .50
1853080 0055 R01 113:08
05/31/90
H. ERLE SCHAFER
MD. CH. CIRCUIT COURT

After recording, please return to:

M. Willson Offutt, IV, Esquire
Blumenthal, Wayson, Downs & Offutt, P.A.
121 Cathedral Street, P.O. Box 868
Annapolis, MD 21404

A:F44441.SFS F #31

1000
1/15

STATEMENT OF
ASSIGNMENT OF
FINANCING STATEMENT

THIS IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO
THE UNIFORM COMMERCIAL CODE

THIS STATEMENT OF ASSIGNMENT refers to original Financing
Statement as follows:

Identifying Number: 266299
Liber/Book: 508
Folio/Page: 551
Date: 2/20/87

- | 1. Debtor | Address |
|--|--|
| Whitmore Printing and Stationery Company | 1982 Moreland Parkway
Annapolis, MD 21401 |
| 2. Secured Party | Address |
| Annapolis Banking and Trust Company | P.O. Box 311
Annapolis, MD 21404 |
| 3. Assignee | Address |
| First National Bank of Maryland | 18 West Street
Annapolis, MD 21401 |

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

Secured Party:

Annapolis Banking and Trust Company

By: John P. Koehler
John P. Koehler, Vice President

After recording, please return to:

M. Willson Offutt, IV, Esquire
Blumenthal, Wayson, Downs & Offutt, P.A.
121 Cathedral Street, P.O. Box 868
Annapolis, MD 21404

A:F44441.SFS F #31

(DJ)
RECORD FEE 10.00
POSTAGE .50
#853090 CUSC R01 113:08
02/21/90
H. ERLE SCHAFER
CL. CIRCUIT COURT

10/2/76

STATEMENT OF
ASSIGNMENT OF
FINANCING STATEMENT

THIS IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO
THE UNIFORM COMMERCIAL CODE

THIS STATEMENT OF ASSIGNMENT refers to original Financing
Statement as follows:

Identifying Number: 272757
Liber/Book: 528
Folio/Page: 451
Date: 5/11/88

- | 1. Debtor | Address |
|---|--|
| Whitmore Printing and
Stationery Company | 1982 Moreland Parkway
Annapolis, MD 21401 |
| 2. Secured Party | Address |
| Annapolis Banking and Trust
Company | P.O. Box 311
Annapolis, MD 21404 |
| 3. Assignee | Address |
| First National Bank of
Maryland | 18 West Street
Annapolis, MD 21401 |

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

DJ

Secured Party:

Annapolis Banking and Trust Company

By: John P. Koehler
John P. Koehler, Vice President

RECORD FEE 10.00
POSTAGE .50
8553100 0055 R01 113108
05/31/90
H. ERLE SCHAFER
00 00. CIRCUIT COURT

After recording, please return to:

M. Willson Offutt, IV, Esquire
Blumenthal, Wayson, Downs & Offutt, P.A.
121 Cathedral Street, P.O. Box 868
Annapolis, MD 21404

A:F44441.SFS F #31

10/10

STATEMENT OF
ASSIGNMENT OF
FINANCING STATEMENT

THIS IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO
THE UNIFORM COMMERCIAL CODE

THIS STATEMENT OF ASSIGNMENT refers to original Financing
Statement as follows:

Identifying Number:	274754
Liber/Book:	532
Folio/Page:	575
Date:	9/29/88

- | | |
|---|--|
| 1. Debtor | Address |
| Whitmore Printing and
Stationery Company | 1982 Moreland Parkway
Annapolis, MD 21401 |
| 2. Secured Party | Address |
| Annapolis Banking and Trust
Company | P.O. Box 311
Annapolis, MD 21404 |
| 3. Assignee | Address |
| First National Bank of
Maryland | 18 West Street
Annapolis, MD 21401 |

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

Secured Party:

Annapolis Banking and Trust Company

By: John P. Koehler
John P. Koehler, Vice President

After recording, please return to:

M. Willson Offutt, IV, Esquire
Blumenthal, Wayson, Downs & Offutt, P.A.
121 Cathedral Street, P.O. Box 868
Annapolis, MD 21404

A:F44441.SFS F #31

DJ

RECORD FEE 10.00

POSTAGE .50

1988110 CDS R01 113-09

05/31/90

H. EARLE SCHAFER
MD CO. CIRCUIT COURT

10/2/88

The appropriate amount of recordation tax has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recordation of a Deed of Trust from Debtor of even date herewith

556 PAGE 306

281038

TO BE) RECORDED SUBJECT TO) RECORDING TAX
) IN THE) ON PRINCIPAL
 NOT TO BE) FINANCING NOT SUBJECT TO) AMOUNT OF
 STATEMENT RECORDS) \$ 100,000
 OF ANNE ARUNDEL COUNTY
 FINANCING STATEMENT

FRED PRITT II INVESTMENTS, INC.
Name or Names-Print or Type

1. Debtor(s): 2 Evergreen Road, Severna Park, Maryland 21146
Address-Street No., City-County State Zip Code

Name or Names-Print or Type

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

2. Secured Party: EASTERN SAVINGS BANK, FSB
Name or Names-Print or Type
Executive Plaza Two, Suite 200, 11350 McCormick Road
Hunt Valley, Maryland 21031
Address-Street No., City-County State Zip Code

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

See Exhibit "B"

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

See Exhibit "A"

5. If collateral is crops, describe real estate.

RECORD FEE 13.00
POSTAGE .50
10/31/80 03:45 101 7:13:51
CK 05/31/90
H. FILE SCHAFER
MD CO. CIRCUIT COURT

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): FRED PRITT II INVESTMENTS, INC.

Fred Pritt II
, President

Type or Print

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

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

13

EXHIBIT "A"

BOOK 556 PAGE 307

BEING KNOWN AND DESIGNATED as Lots 97 and 98 as shown on Plat 3 of Bahama Beach, which said Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book #23, folio 34 (formerly filed in Plat Cabinet #4, Rod G-4, Plat #10.)

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

e. The interest of Debtor in all plats, drawings, architectural plans, engineering studies, contracts, agreements, licenses, permits, approvals or other tangibles (to the extent that the same may now or at any time hereafter exist) pertaining to the development of the Property.

Butler Leasing Company: BOOK 556 PAGE 3119

FINANCING STATEMENT (FORM UCC-1)

281039

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract-Lessor is Seller and Lessee Purchaser of Equipment)

LESSEE: Mr. Tire, Inc.
9375 US Rt 1
P.O. Box 428
Laurel, MD 20763

LESSOR: BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

THE BANK OF GLEN BURNIE
P. O. Box 70
Glen Burnie, Maryland 21061

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.
See Equipment Schedule Attached

RECORD FEE 11.00
POSTAGE .50
CK

1993550 C315 R01 T14:06
05/31/90

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: [REDACTED] See equipment schedule attached

LESSEE
Mr. Tire, Inc.

LESSOR
BUTLER LEASING COMPANY

BY: Fredric A. Tomarchio Pres.

BY: Grace M. Cullage

FREDRIC A. TOMARCHIO PRES.
PRINT NAME & TITLE:

Grace M. Cullage Vendor Services Manager

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-8360

Howard AA

Builer Leasing Company

BOOK 556 PAGE 310

SCHEDULE EQUIPMENT

AGREEMENT NO. 022662

QUANTITY

DESCRIPTION

1 EQUIPMENT TO BE LOCATED AT THE FOLLOWING ADDRESS:
4 1920 WEST STREET, ANNAPOLIS, MD 21401
1 AT&T MERLIN 410 CONTROL UNIT s/n 6110010004319936
1 3161.172 10 BUTTON SETS
612.12A BELL
6103-EAPA EXTRA ALERT/POWER PACK

1 EQUIPMENT TO BE LOCATED AT THE FOLLOWING ADDRESS:
4 9375 U.S. ROUTE 1, LAUREL, MD 29723
2 AT&T 3070 CONTROL UNIT INCLUDING CABINET
7 61301A EXPANSION UNITS
6 61350A SUPPLEMENTARY POWER PACKS
1 61310A VOICE TERMINAL (10 LINES)
23 61305A LINE MODULE (5 LINES)
3162-412 AT&T MERLIN
3161.172 10 BUTTON SETS

1 EQUIPMENT TO BE LOCATED AT THE FOLLOWING ADDRESS:
4 ~~6332 BALTIMORE AVENUE, BALTIMORE, MD 21228~~ *6332 Baltimore Nat'l Pike*
1 *Baltimore, MD 21228*
1 AT&T MERLIN 410 CONTROL UNIT s/n M00589-1684
3161.172 10 BUTTON SETS
612.12A BELL
6103-EAPA EXTRA ALERT/POWER PACK

1 EQUIPMENT TO BE LOCATED AT THE FOLLOWING ADDRESS:
4 509 RITCHIE HIGHWAY, SEVERNA PARK, MD 21146
1 AT&T MERLIN 410 CONTROL UNIT s/n 38FDDA282082
1 3161.172 10 BUTTON SETS
612.12A BELL
1 6103-EAPA EXTRA ALERT/ POWER PACK

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS
AND REPLACEMENTS.

BOOK 556 PAGE 311

FINANCING STATEMENT

Debtor or Assignor Form

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ ~~90,000.00~~

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

Name of Debtor

Address

BAB, Ltd.

507 Bay Hills Drive
Arnold, MD 21012

SECURED PARTY

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

Attach separate list if necessary

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

All furniture, fixtures and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such furniture, fixtures and equipment; specifically including but not limited to, see attached Schedule A.

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) BAB, Ltd.

Secured Party (or Assignee)

BY *Thomas E. Bradley*
Thomas E. Bradley

FARMERS NATIONAL BANK OF MARYLAND

BY *Ross J. Selby, Sr.*
Ross J. Selby, Sr. V.P.

Type or print names under signatures

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

Handwritten initials

RECORDED FILE 11/20
INDEXED CK 120
RECORDED COPY 10/4 11/12/7
05/31/90
H. ERIC SCHWEP
AR. ED. CIRCUIT COURT

REQUIRED	QUANTITY		ITEM NUMBER	DESCRIPTION
	SHIPPED	S.O.		
1	1	0	3C1311	3Com 3S/511 Server 320MB/250MB
N	2	0	3C2100G	3Com 3+Mail Version 1.3.1
N	1	0	3C535	Terminator Kit
1	11	0	3C503	Etherlink II Board
N	0	0	020-0286	12V Arche 286/12 20MB 1MB VGA
N	0	0	044-0286	12V Arche 286/12 44MB 1MB VGA
N	0	0	111-0144-01	3.5" 1.44MB Floppy Drive
N	1	0	T1000	Telebit 9600BPS Modem
N	0	0	SM2400	Hayes Smartmodem 2400 Baud Ext
N	1	0	ELG-P013	Elgar 563VA/500W W/ Failsafe 3
N	2	0	PPC	Parallel Printer Cable
N	4	0	SPC	Hayes-IBM Serial Cable
N	2	0	SK6-6	Tripp Lite Spike Protector
N	4	0	PC-ANY	PC Anywhere III
N	1	0	MS-MOUSE	MicroSoft Serial Mouse
N	0	0	TS6-0286	12M Arch 286 Workstation 1MB Mo
N	1	0	3C2304G	3+Remote Server 1.3.1
N	1	0	MISC	Cable - Estimate ONLY
N	1	0	MISC 1	Hardware Maint
N	0	0	2410	Okidata Facemark 2410
N	1	0	PQ-MP	Multiport Protocol Converter
N	1	0	XJ-PC068	Terminal Emulation Software
N	0	0	XJ-EYX-EYS105-M	Custom Made Modem Cable
N	0	0	MISC	Printer Quietizer

BAB, Ltd.

BY: *Thomas E. Bradley*
 Thomas E. Bradley

281041

BOOK 556 PAGE 313

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 20,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Arundel Child Development Services, Inc. T/A Crofton Day Care and Child Development Center Lenora P. McDermott	2138 Espey Court Crofton, Maryland 21114

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, inventory, and equipment now owned and hereafter acquired by Debtor, and all proceeds (cash and non-cash) of such accounts, inventory, and equipment.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3. Proceeds } of the collateral are also specifically covered.
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Arundel Child Development Services, Inc.
T/A Crofton Day Care and Child Development Center

Lenora P. McDermott
By: Lenora P. McDermott, President

Lenora P. McDermott
Lenora P. McDermott, Individually

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY *Mary Jo Clark*
Mary Jo Clark, Loan Officer

RECORD FEE 12.00
RECORD TAX 140.00
FURNISH CK 20
4401500 1705 804 114137
05/31/90
H. ERLE SCHWEPER
AR UN. CREDIT CURBIT

Type or print names under signatures

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

*1200
1400*

3250

281042

556-314

FINANCING STATEMENT

TO BE RECORDED AMONG:

- (a) Land Records of Anne Arundel County
- (b) Financing Statement Records of Anne Arundel County; and
- (c) State Department of Assessments and Taxation.

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

1. NAME AND ADDRESS OF DEBTORS:
- A) POWER TECHNOLOGY POWER LIMITED PARTNERSHIP (the "Partnership")
6500 Rock Spring Drive
Suite 302
Bethesda, Maryland 20817
Attn: Ronald J. Cohen
 - B) COHEN POWER CORPORATION ("Cohen")
6500 Rock Spring Drive
Suite 302
Bethesda, Maryland 20817
Attn: Ronald J. Cohen
and
 - C) POWERTEK REALTY CORPORATION ("Powertek")
Three Church Circle
Annapolis, Maryland 21401
Attn: William R. Anderson, Jr.

RECORD FEE 31.00
 POSTAGE 50
 #791040 1255 802 116714

CK

2. NAME AND ADDRESS OF SECURED PARTY:
- CITIZENS BANK OF MARYLAND
 14401 Sweitzer Lane
 Laurel, Maryland 20707
 Attn: Alan A. Lancaster

05/31/90
 H. ERLE SCHAFER
 CLERK, CIRCUIT COURT

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

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

31.00
02



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 Partnership'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. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement dated May 29, 1990 (the "Deed of Trust") executed by the Partnership for the benefit of Alan A. Lancaster and Joseph A. Hulseberg, as Trustees, and the Secured Party. This financing statement gives notice of the security interest granted by Cohen and Powertek, as debtors to the Secured Party, under and pursuant to that Security Agreement dated May 29, 1990 by Cohen and Powertek in favor of 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.

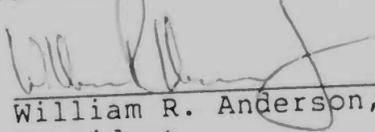
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

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

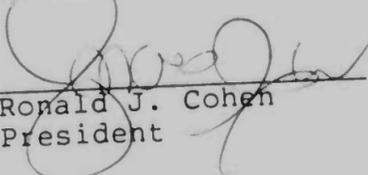
DEBTORS:

POWER TECHNOLOGY CENTER
LIMITED PARTNERSHIP

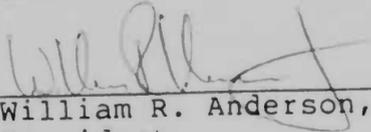
By: Powertek Realty Corporation,
General Partner

By:  (SEAL)
William R. Anderson, Jr.
President

By: Cohen Power Corporation,
General Partner

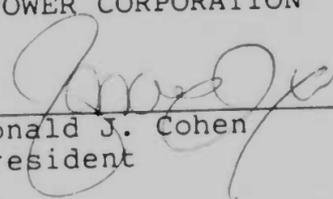
By:  (SEAL)
Ronald J. Cohen
President

POWERTEK REALTY CORPORATION

By:  (SEAL)
William R. Anderson, Jr.
President

BOOK 556 PAGE 317

COHEN POWER CORPORATION

By:  (SEAL)
Ronald J. Cohen
President

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

Ms. Nancy Lee LaMotte
Legal Assistant
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

A:WW91088.FIS
SLS:CG:5/7/90



BOOK 4676 PAGE 846

2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

August 15, 1988

SCHEDULE "A"

BOOK 556 PAGE 318

DESCRIPTION OF A NET 9.3584 ACRES PARCEL
PROPERTY OF WAYNE R. GIOIOSO et al
LYING BETWEEN MD. ROUTE 450 AND I-68
SECOND ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point in a boundary line described in an agreement dated October 1, 1898 and recorded among the land records of Anne Arundel County, Maryland in Liber G.W. 11 at Folio 119 et seq., said beginning point being distant South $05^{\circ} 13' 55''$ West 12.60 feet from the center of a disused concrete bridge crossing a stream running into Broad Creek, said center point of bridge being the beginning point of the boundary agreement cited, and thence from said beginning point so fixed, with meridian referenced to Maryland State Grid North, as now surveyed by Dewberry & Davis and with the southeasterly line of the disused roadway which crosses the aforesaid bridge,

- 1) North $70^{\circ} 34' 55''$ East 25.97 feet to a point and,
- 2) North $53^{\circ} 06' 55''$ East 170.02 feet to a point and,
- 3) North $43^{\circ} 41' 25''$ East 52.05 feet to a point and,
- 4) North $23^{\circ} 26' 25''$ East 113.39 feet to a point and,
- 5) North $29^{\circ} 39' 25''$ East 112.39 feet to a point intended to be in the southerly line of Maryland Route 450 (Defense Highway), 40 feet wide, and thence, with the southerly line of Maryland Route 450,
- 6) North $86^{\circ} 49' 25''$ East 60.23 feet to a point and,
- 7) South $85^{\circ} 36' 05''$ East 68.40 feet to a point and,

Fairfax, VA
Annapolis, MD
Baltimore, MD
Danville, VA
Gaithersburg, MD

Landover, MD
Leesburg, VA
Manassas, VA
Manon, VA
Morristown, TN

Prince Frederick, MD
Raleigh, NC
Richmond, VA
Woodbridge, VA

Description of 9.3584 Acres

August 15, 1988

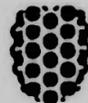
BOOK 4676 PAGE 847

Page Two

BOOK 556 PAGE 319

- 8) South $80^{\circ} 04' 05''$ East 117.67 feet to a point in the westerly line of Katcef Industrial Park, a plat of which is recorded among the plat records of Anne Arundel County, Maryland in Plat Book 73 at Page 50, and thence with said westerly line, departing Route 450,
- 9) South $07^{\circ} 36' 55''$ East 746.86 feet, passing an axle found 0.13 feet East of this line at a distance of 265.09 feet, to a State Highway Administration hub and tack found in the northerly right-of-way line of I-68, located 241.63 feet right of baseline of right-of-way Station 65+65.69 as shown on State Highway Administration Plat No. 49015, and thence with said northerly right-of-way line reversely,
- 10) North $80^{\circ} 48' 56''$ West 39.75 feet to a State Highway Administration hub and tack found and,
- 11) South $74^{\circ} 48' 58''$ West 218.10 feet to a point and,
- 12) North $84^{\circ} 15' 05''$ West 400.40 feet to a point and,
- 13) North $78^{\circ} 48' 45''$ West 31.04 feet to a point in the easterly line of the land of Honeywell, Inc. described in a deed recorded as aforesaid in Liber 3674 at Folio 818 et seq., which easterly line is the agreement line described in the deed first above referenced and thence with said line, reversely and approximately with the centerline of the abovementioned stream,
- 14) North $05^{\circ} 13' 55''$ East 418.86 feet to the point and place of beginning.

Dewberry & Davis



Description of 9.3584 Acres

August 15, 1988

Page Three

BOOK 4676 PAGE 848

CONTAINING a calculated area of 407,652 square feet or ~~9.3584~~ ⁵⁵⁶ ~~PAGE~~ ³²⁰ acres, more or less, of land as shown on a boundary survey plat prepared by Dewberry & Davis in August 1988.

BEING all of the land described in a deed from Gus A. Lambrow, Trustee, to Wayne R. Gioloso et al dated June 3, 1988 and recorded among the land records of Anne Arundel County, Maryland in Liber 4622 at 440 et seq.

Mail to

Coch + Bowers

Dewberry & Davis



281043

BOOK 556 PAGE 321

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)
COFFEE BUTLER SERVICE, INC.
3660 Wheeler Avenue
Alexandria, Virginia 22304

2. Secured Party(ies) and address(es)
EXCHANGE NATIONAL BANK OF CHICAGO
120 S. La Salle St.
Chicago, Illinois 60603
Attn: Asset Based Lending

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

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

See Exhibit A attached hereto and made a part hereof.

Amount of taxable debt is \$10,000.00.

RECORD FEE 11.00
RECORD FEE 70.00

5. Assignee(s) of Secured Party and Address(es) .50

POSTAGE
#668620 0777 R03 T16:14
CK 05/31/90
H. ERLE SCHAFER

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

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

413 ACADAMIC COURT
504815

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with: Anne Arundel County Recorder, Maryland

COFFEE BUTLER SERVICE, INC.

EXCHANGE NATIONAL BANK OF CHICAGO

By: Thomas E. Williams
Signature(s) of Debtor(s)

By: Bruce Denby
Signature(s) of Secured Party(ies)

THOMAS E. WILLIAMS-PRES

BRUCE DENBY-V.P.

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

70 50

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, excluding equipment and fixtures but including, without limitation, inventory and furniture, general intangibles, (including, but not limited to, patents and trademarks), and all proceeds of any of the foregoing. Portions of Debtor's collateral may be located at, but not limited to, the following additional location:

7509-K Connelley Drive
Hanover, Maryland 21076

Filed with the Anne Arundel County Recorder, Maryland.

COFFEE BUTLER SERVICE, INC.

EXCHANGE NATIONAL BANK
OF CHICAGO

By: Thomas S. Williams
Title: President

By: [Signature]
Title: Vice President

281044

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)
Martin F. Winter Beverage
Systems, A Trade Style of
COFFEE BUTLER SERVICE, INC.
3660 Wheeler Avenue
Alexandria, Virginia 22304

2. Secured Party(ies) and address(es)
EXCHANGE NATIONAL BANK
OF CHICAGO
Attn: Asset Based Lending
120 S. La Salle St.
Chicago, Illinois 60603

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

RECORD FEE 12.00
RECORD TAX 70.00

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

See Exhibit A attached hereto and made a part hereof.

Amount of taxable debt is \$10,000.00.

5. Assignee(s) of Secured Party and Address(es)
#668630 OTTT R03 716:15
GK 05/31/90

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:

4136 PARK SCHAFER

504837 CIRCUIT COURT

No. of additional Sheets presented: one

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

Filed with: Anne Arundel County, Maryland

Martin F. Winter Beverage
Systems, A Trade Style of
COFFEE BUTLER SERVICE, INC.

EXCHANGE NATIONAL BANK OF CHICAGO

By: Thomas E. Williams
Signature(s) of Debtor(s)
THOMAS E. WILLIAMS - PRES.

By: Bruce Denby
Signature(s) of Secured Party(ies)
BRUCE DENBY - V.P.

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY - ALPHABETICAL

12 70 .50

EXHIBIT "A"

The following property of Debtor, whether now or hereafter existing or acquired and wherever now or hereafter located: All accounts, accounts receivable, notes, contract rights, chattel paper, instruments, documents, conditional sales contracts, goods, excluding equipment and fixtures but including, without limitation, inventory and furniture, general intangibles, (including, but not limited to, patents and trademarks), and all proceeds of any of the foregoing. Portions of Debtor's collateral may be located at, but not limited to, the following additional location:

7509-K Connelley Drive
Hanover, Maryland 21076

Filed with the Anne Arundel County Recorder, Maryland.

MARTIN F. WINTER BEVERAGE
SYSTEMS, A Trade Style of
COFFEE BUTLER SERVICE, INC.

EXCHANGE NATIONAL BANK
OF CHICAGO

By: Thomas E. Williams
Title: President

By: [Signature]
Title: Vice President

556 PAGE 325

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) CLC TRAINING CORP. Suite 155 Opus West II 2411 Opus Place Downers Grove, Illinois 60515		2. Secured Party(ies) and address(es) BANKERS TRUST COMPANY, as Agent 280 Park Avenue New York, New York 10017 Att: James H. Brown 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. _____ Filed with <u>Ann Arundel Co., MD</u> Date Filed <u>7/19/89</u> 19__		RECORD FEE 20.00 POSTAGE .50 9480TF FC27572	
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective		05/31/90	
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		H. ERLE 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.		CIRCUIT COURT	
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.
- The name and address of the debtor are hereby amended to read as follows:
Comprehensive Learning Concepts, Inc., 900 State Road, Princeton, New Jersey 08540
 - Schedule A to the financing statement bearing the file number shown above is hereby amended and replaced in its entirety by Schedule A attached hereto and made a part hereof.

No. of additional Sheets presented: 4

COMPREHENSIVE LEARNING CONCEPTS, INC.
(formerly known as CLC TRAINING CORP.)

By: Harry H. Gaines Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)
Harry H. Gaines - Pres.

BANKERS TRUST COMPANY, as Agent

By: David J. Brooks Signature(s) of Secured Party(ies)
David J. Brooks - Assoc.

STANDARD FORM - FORM UCC-3



Schedule A attached to and made a part of
UCC-1 Financing Statement naming
COMPREHENSIVE LEARNING CONCEPTS, INC., as Debtor,
and BANKERS TRUST COMPANY, as Agent, as Secured Party

This financing statement covers all of the Debtor's
rights, title and interests in, to and under:

1. All accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations (including, without limitation, obligations of any Person to the Debtor, whether for borrowed money or otherwise, or obligations of any local, state or federal governmental agency or other body to the Debtor) now owned or hereafter received or acquired by or belonging or owing to the Debtor (including under any trade names, styles or divisions thereof) whether arising out of goods sold or services rendered or licenses made by the Debtor or from any other transaction, whether or not the same involves the sale, lease or license of goods (including, without limitation, any obligation which might 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 license, service and consulting agreements now owned or hereafter created, arising or received or acquired by it for or with respect to goods, general intangibles 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 other moneys due or to become due to the Debtor under all contracts for the sale, lease or license of goods or general intangibles and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of and enforce all other obligations to the Debtor arising under, said license, service and consulting agreements, and all collateral, security and guarantees of any kind given by any person with respect to any of the foregoing (all of the foregoing hereinafter referred to as "Accounts");

2. Any agreement now or hereafter existing relating to the terms of payment of any Account or the terms of performance which give rise to an Account or otherwise provide rights and benefits to the Debtor;

3. All machinery, equipment, computers and parts thereof and accessories thereto, office equipment, furniture, furnishings, fixtures and all other goods that are considered "equipment" under the Uniform Commercial Code, now owned or hereafter acquired by, or belonging to, the Debtor and wherever located, and all additions, appurtenances and accessions thereto and substitutions and replacements thereof;

4. All general intangibles of every nature, whether presently existing or hereafter acquired or created (and whether or not foreseeable), of the Debtor including, without limitation, all tort and other claims (including, but not limited to, those arising in tort, by contract, by statute or under any other theory of liability in favor of the Debtor in connection with or by reason of any misrepresentation or default under or in connection with the Acquisitions and/or the Purchase Agreements), choses in action, judgments, patents, patent applications, trademarks, trademark applications, tradenames (including, but not limited to, the trade name "Computer Learning Centers"), licensing agreements, royalty payments, course curricula, proprietary technical information and data, computer software, protocols, instructions, mailing and customer lists, copyrights, copyright applications, service names, service marks (including, but not limited to, the service marks "Computer Learning Center" and "CLC"), logos, goodwill and deposit accounts and, in any event, all general intangibles within the meaning of the Uniform Commercial Code;

5. All tools, goods, books, manuals, computer disks, videotapes, audiotapes, equipment and other physical materials which incorporate any of the items that are now or hereafter owned or held by the Debtor for sale or which are to be furnished under any contract for supply or service (including but not limited to course curriculum and computer programs); all raw materials, work in process, material used or consumed in the business of the Debtor; as well as all other goods that are considered "inventory" under the Uniform Commercial Code, now owned or hereafter acquired by, or belonging to, the Debtor and wherever located;

6. All of Debtor's interest, claims, rights and title as lessee or sublessee under all present and future leases or subleases of real, personal or mixed property;

7. Any and all trademarks and/or service marks now owned or hereafter created or acquired by the Debtor as well as any registrations thereof or applications for registrations thereof and goodwill symbolized thereby as well as all rights to damages or profits due or accrued or arising

out of past or future infringement of such trademarks and/or service marks or injury to said goodwill, together with the rights to sue for and recover the same in the name of the Debtor, the Secured Party or otherwise and all of the rights of the Debtor as licensor of such trademarks and/or service marks under any present or future agreements and all proceeds thereof.

8. Any and all rights and properties acquired by the Debtor under or pursuant to the Purchase Agreements;

9. All products and proceeds of each of the foregoing; proceeds having the meaning assigned to such term in the Uniform Commercial Code and, in any event, proceeds shall include, but not be limited to, (i) 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 foregoing, (ii) 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 foregoing by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing; and

10. All books and records of the Debtor (excluding tax records) relating to any of the foregoing, including computer tapes, disks or other media containing such information.

As used herein, the following terms have the following meanings:

"Acquisitions" means the acquisitions by the Debtor pursuant to each of the Purchase Agreements.

"Person" means any individual, partnership, firm, corporation, association, joint venture, trust or other entity, or any government or political subdivision or agency, department or instrumentality thereof.

"Purchase Agreements" means each of (i) the Asset Purchase Agreement dated June 30, 1987 between the Debtor and BOC Group, Inc. and (ii) the Assets Purchase Agreement dated May 31, 1989 between the Debtor and Blessing/White Incorporated.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

WP:TFUCC-11.30

533 307

STATE OF MARYLAND

556 330

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 208720

RECORDED IN LIBER _____ FOLIO _____ ON 10/18/88 (DATE)

1. DEBTOR
Name CONSUMER MALL ADVERTISING INTERNATIONAL, INC. ✓
MALL NETWORK, INC.
Address 22 RACING WIND, IRVINE, CALIFORNIA 92714

2. SECURED PARTY
Name HELLER FINANCIAL, INC.
Address 200 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60601

Person And Address To Whom Statement Is To Be Returned If Different From Above
SUSAN L. PRIZANT/GREENBERGER, KRAUSS & JACOBS, 180 N. LASALLE ST., SUITE 2700, CHICAGO, IL 60601

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT
	THE DEBTORS' MAILING ADDRESS INDICATED ABOVE, IS HEREBY CHANGED TO READ:	
	"15279 ALTON PARKWAY, SUITE 300 IRVINE, CALIFORNIA 92718"	

(DJ)

RECORD FEE 10.00
POSTAGE .50
#669010 0777 R03 T10:25
06/01/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

FILE WITH: ANN ARUNDEL COUNTY CLERK

Dated _____

SEE ATTACHED SIGNATURE PAGE
(Signature of Secured Party)

HELLER FINANCIAL, INC.
Type or Print Above Name on Above Line

10.50



heller h260-029C 001m
5/11/90

BOOK 556 PAGE 331

SIGNATURE PAGE
TO UCC AMENDMENT STATEMENT

Debtors: Consumer Mall Advertising International, Inc.
Mall Network, Inc.

Secured Party: Heller Financial, Inc.

This signature page is attached to and forming a part of a
UCC Amendment changing the Debtors' mailing address as indicated
thereon.

Dated this 20th day of May, 1990

DEBTORS:

Consumer Mall Advertising
International, Inc.

By: Da Hagan
Its: CEO

Mall Network, Inc.

By: Steve Brown
Its: CEO

SECURED PARTY:

Heller Financial, Inc.

By: [Signature]
Its: VP

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) Backyard Boats-Shady Side, Inc. 4819 Wood Wharf Rd. Shadyside, Maryland 20764	2. Secured Party(ies) and address(es) Bombardier Credit, Inc. East Main Street Road Malone, New York 12953	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50
"NOT SUBJECT TO RECORDATION TAX" 5/10/90		
4. This statement refers to original Financing Statement bearing File No. <u>06996</u> Liber# 511 Folio# 104 Filed with <u>County Clerk of Circuit Court</u> Date Filed <u>April 22</u> 19 <u>87</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. Please Amend section 4 to read per Annex A. AA CO. CIRCUIT COURT

Please Amend secured party box to read: Bombardier Capital Inc.
Seven Burlington Square
P.O. Box 5309
Burlington Vermont 05402-5309

No. of additional Sheets presented:

By: J. Riley Smirnow Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: Nickola W. Schaffer Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical Jay Riley Smirnow **STANDARD FORM - FORM UCC-3**

(Debtor)

Backyard Boats-Shady Side, Inc.
4819 Wood Wharf Rd.
Shadyside, Maryland 20764

BOOK 556 PAGE 333

All of the rights, titles and interests (whether now existing or hereafter arising or acquired from time to time) of the Debtor in, to and under all inventory, including but not limited to, all goods manufactured and/or sold by any manufacturer, distributor or seller and purchased by Debtor, which inventory is owned by Debtor or in which Debtor has an interest, the purchase of which was financed or floorplanned by Bombardier Capital Inc. for the debtor of whatever kind or nature, wherever located, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith and all proceeds and products thereof, and documents relating thereto.

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
 (Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
 FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

<p>Name & mailing address of all debtors, trade styles, etc. <u>No other name will be indexed.</u></p> <p>Equity Growth Systems, Inc. P.O. Box 889 Charlestown, West Virginia 25414</p> <p>Edward Granville-Smith Barbara Granville-Smith P.O. Box 889 Charlestown, West Virginia 25414</p> <p>Milpitas Investments, Inc.</p>	<p>Check the box indicating the kind of statement. <u>Check only one box.</u></p> <p><input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION-ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION</p>
<p>Name & address of Secured Party</p> <p>(1) Bankstar, 12355 Sunrise Valley Drive Reston, Virginia 22090</p> <p>(2) Community Bank and Trust Company of Virginia 107 Free Court, Sterling, VA 22170</p>	<p>Name & address of Assignee</p> <p>RECORD FEE 16.00 POSTAGE .50 #669270 0777 R03 T10438 GK 06/01/90 H. FRANK SCHAEFER</p>
<p>Date of maturity if less than five years</p>	<p>Check if proceeds of collateral are covered <input type="checkbox"/> () CIRCUIT COURT</p>

Description of collateral covered by original financing statement

Note from Ken-Mil I Associates to Equity Growth Systems, Inc. dated October 31, 1988 in the principal amount of \$498,849.
 All monies due Milpitas Investments Inc. from Ken-Mil I limited Partnership

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Debt or Estate if applicable

E. Granville-Smith
 Edward Granville-Smith

Barbara Granville-Smith
 Barbara Granville-Smith

Signature of Debtor if applicable (Date)

E. Granville-Smith
 Equity Growth Systems, Inc. Inc.
 FILING OFFICER COPY

Signature of Secured Party if applicable (Date)

John P. Kuhn Sr.
 Bankstar
 Sr. V.P. Community Bank and Trust Company of VA
 Barbara Madley, Sr. V.P.

18.50

550 335

PROMISSORY NOTE

October 31, 1988

\$498,849

Leesburg, Virginia

FOR VALUE RECEIVED, and to reflect advances and loans made by the Payee (later defined) and its predecessors in interest to and for the benefit of the undersigned, the undersigned promises to pay to the order of Equity Growth Systems, inc., a Delaware corporation ("Payee"), the principal sum set forth below, without interest except in the event of default hereunder, and then at a rate which is 4% in excess of the prime rate of interest announced as such by Chase Manhattan Bank, N.A., such principal and interest payable on demand. All payments of principal and interest shall be made at the offices of the Payee, 106 Royal Street, Leesburg, Virginia 22075, or at such other address as to which Payee shall notify the undersigned.

The undersigned reserves the right to make prepayments of this Note in whole or in part at any time and from time to time, and each such prepayment shall be applied first to interest accrued, if any, and then to principal. The undersigned and any endorser or guarantor hereof jointly and severally waive presentment, notice of dishonor and protest of this Note.

Should the indebtedness represented by this Note or any part thereof be placed in the hands of attorneys for collection after default, whether suit be brought or not, the undersigned agrees to pay all costs of collection, including attorney's fees.

This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Principal Amount: \$501,549 at July 31, 1988, and reduced by payment of \$2,700 on October 13, 1988.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Note as of the date set forth above.

MAKER:

KEN-MIL I ASSOCIATES (A Maryland Limited Partnership)

By: Milpitas Investors, Inc.
General Partner

By: Cheri L. Hall
Cheri L. Hall
Vice President

556 336

Pay to the Order of Community Bank and Trust Company of Virginia
EQUITY GROWTH SYSTEMS, INC.

May 21, 1990

By 
Edward Granville-Smith
President

County

STATE OF MARYLAND 556 FILE 337

\$ 11.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281046

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

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

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

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

1. ~~XXXXXX~~ LESSEE

Name SCM Chemicals, Inc.
Address 3901 Fort Armistead Road, Baltimore, Maryland 21226

2. ~~XXXXXXXXXXXX~~ LESSOR

Name Ceres Capital Corporation
Address 350 Fifth Avenue, Suite 5320 New York, New York 10118

Person And Address To Whom Statement Is To Be Returned 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 is a true lease transaction. This filing is for notification purposes only.

See Schedule A attached hereto and forming a part hereof.

RECORD FEE 11.00
Name and address of Assignee
#689640 DT77 RO3 T10455
GK 06/01/90
H. ERLE SCHAFER
CIRCUIT COURT

PCC CNO 15357-1
CERES LEASE # B2290 (6/2/90)

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)

SCM Chemicals, Inc.

Ceres Capital Corporation

(Signature of Debtor)

Type or Print Above Name on Above Line
David L. Veriollone VP-General Manager

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

(Signature of Secured Party)

James H. Hooker, President
Type or Print Above Signature on Above Line

11

SCHEDULE A - FINANCING STATEMENT

SCM Chemicals, Inc. ~~LESSEE~~
~~DEBTOR~~ and
 Ceres Capital Corporation LESSOR
~~SECURED PARTY~~

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

*A 4	New	Compaq	386	33	4925HAB30060 Processor, 320MB HD 4925HAB30027 2MB RAM 4925HAB30114
*B 1	New	Compaq	386	33	4925HAB30054 Processor, 320MB HD 2MB RAM
*C 6	New	Compaq	386	33	4924HAB30154 Processor, 320MB HD 4925HAB30062 2MB RAM 4924HAB30118 4925HAB30078 4925HAB30147 4932HAB30384
*D 1	New	Compaq	386	33	4925HAB30144 Processor, 320MB HD 2MB RAM
12	New	Amdek	432		Displays
12	New	Compaq			150/250MB Tape Backup
36	New	Compaq			Additional 2MB Memory
12	New	Compaq			Asynchronous Adapter
12	New	Compaq			Operating System

*A Hawkins Point Plant *B Hollins Ferry Office *C Ashtabula, Ohio
 3901 Ft. Armistead Rd 2700 Hollins Ferry Rd. 2900 Middle Road
 Baltimore, Md. 21226 Baltimore, Md. 21230 Ashtabula, Ohio 44004

*D St. Helena Operations
 2701 Broening Highway
 Baltimore, Md. 21222

SCM Chemicals, Inc. Ceres Capital Corporation

~~DEBTOR~~ LESSEE

~~SECURED PARTY~~ LESSOR

By: *[Signature]*
 Title: *VP General Mgr.*

By: *[Signature]*
 Title: President

BOOK 556 PAGE 339

281047

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) Business Systems Management, Inc. d/b/a Entre Computer Center 116 Defense Hwy, Suite 101 Annapolis, MD 21401		2 Secured Party(ies) and address(es) AT&T Credit Corporation 555 Route 1 South, PO Box 725 Iselin, NJ 08830	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 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 thereto, 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) 08/01/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT	
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with County of Anne Arundel	
Check <input checked="" type="checkbox"/> if covered <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:			
Business Systems Management, Inc. d/b/a Entre Computer Center By <u>[Signature]</u> Signature(s) of Debtor(s)		AT&T Credit Corporation By <u>[Signature]</u> Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy-Alphabetical		STANDARD FORM - FORM UCC-1. (For Use in Most States)	

556 PAGE 340

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248799

RECORDED IN LIBER 465 FOLIO 270 ON August 29, 1983 (DATE)

1. DEBTOR

Name John E. Harms, Jr., and Associates, Inc.
Address 85 Ritchie Highway, Pasadena, Maryland 21122

2. SECURED PARTY

Name Farmers National Bank of Maryland
Address 5 Church Circle, Annapolis, Maryland 21401

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#669880 0777 R03 T11:07
06/01/90
H. ERNE SCHAFER
AA CO. CIRCUIT COURT

Dated 5-16-90

Donna J. Stevens
(Signature of Secured Party)

Donna J. Stevens
Type or Print Above Name on Above Line

158

PARTIES

Debtor name (last name first if individual) and mailing address:
Miller Curtis Rhodes
Lot A-48 Holiday Mobile Estates
Jessup, Md. 20794

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:
Tammac Corp.
~~100 Commerce Blvd.~~ **1140 ROUTE 315**
Wilkes-Barre, PA. 18711

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
Bank Atlantic
1701 N.W. 62nd St.
Ft. Lauderdale, Fla. 33309

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):

TAMMAC CORPORATION

Lois Wallace

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): **556 PAGE 341** Date, Time, Filing Office (stamped by filing officer): **281048**

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 *Anne Arundel* County
- Prothonotary of _____ County
- real estate records of _____ County

Number of Additional Sheets (if any): **7**

Optional Special Identification (Max. 10 characters): **8**

COLLATERAL

Identify collateral by item and/or type:

1990 Palm Harbor 14x76
Serial # 6115

NOT SUBJECT TO RECORDATION FEE

RECORD FEE **11.00**
POSTAGE **OK 50**

(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)) **H 1:07**

- 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 — **H. ERLE SCHAFER**
- 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):

1x Miller Curtis Rhodes

1a

1b **11**

RETURN RECEIPT TO:

TAMMAC CORPORATION
1140 ROUTE 315
WILKES-BARRE, PA 18711

12

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 49604 C777

RECORDED IN LIBER 507 FOLIO 305 ON February 3, 1987 (DATE)

1. DEBTOR

Name POWER SILICATES INC.
Address 2127 Epsey Court, Crofton, Maryland 21114

2. SECURED PARTY

Name STATE BANK OF NEW SOUTH WALES
Address 529 Fifth Avenue, New York, New York 10017

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50

CHECK FORM OF STATEMENT

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

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

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

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

Assignee: STATE BANK OF NEW SOUTH WALES LIMITED
645 Fifth Avenue, New York, New York 10022

Dated 18 May 1990

(Signature of Secured Party)

STATE BANK OF NEW SOUTH WALES
Type or Print Above Name on Above Line
By: Kevin O'Neill, SVP

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

STATE OF MARYLAND

BOOK 556 PAGE 343

FILE IN ANN ARUNDEL CO, MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276337

RECORDED IN LIBER 537 FOLIO 252 ON 2/10/89 (DATE)

1. DEBTOR

Name FRV Stores Corp.

Address 7900 Governor Richie Hwy., Marley Station Mall, Glen Burnie, MD 21061

2. SECURED PARTY

Name CONTINENTAL BANK N.A., as Agent

Address 231 South LaSalle Street, Chicago, IL 60697

RECORD FEE 10.00

POSTAGE .50

MS64340 0345 R01 T13:50

05/01/90

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

H. ERLE SCHAFER

IN CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation

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

B. Partial Release

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See "Exhibit A" attached hereto

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.)

Dated May 25, 1990

[Signature]

(Signature of Secured Party) Managing Director

CONTINENTAL BANK N.A., as Agent

Type or Print Above Name on Above Line



EXHIBIT A

to

FINANCING STATEMENT

Secured party hereby releases its security interest in (i) Inventory and (ii) General Intangibles of Debtor, as those terms are defined in the financing statement amended hereby, to the extent such Inventory and General Intangibles are sold pursuant to that certain Asset Purchase Agreement dated February 7, 1990 by and between Jindo Corporation and The Fur Vault, Inc.

STATE OF MARYLAND

FILE IN ANN ARUNDEL COUNTY, MARYLAND

556 FILE 345

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277375

RECORDED IN LIBER 541 FOLIO 394 ON 4/28/89 (DATE)

1. DEBTOR

Name FRV Stores Corp.

Address 360 West 31st Street, New York, New York 10001

2. SECURED PARTY

Name CONTINENTAL BANK N.A., as Agent

Address 231 South LaSalle Street, Chicago, IL 60697

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

8381350 0345 R01 113:51

05/01/90

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See "Exhibit A" attached hereto</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>File in Ann Arundel Co., Maryland</p>	

CHECK FORM OF STATEMENT

Dated May 25, 1990

D. W. Pennington
(Signature of Secured Party) Managing Director

CONTINENTAL BANK N.A., as Agent

Type or Print Above Name on Above Line

108

EXHIBIT A

to

BOOK 556 PAGE 346

FINANCING STATEMENT

Secured party hereby releases its security interest in (i) Inventory and (ii) General Intangibles of Debtor, as those terms are defined in the financing statement amended hereby, to the extent such Inventory and General Intangibles are sold pursuant to that certain Asset Purchase Agreement dated February 7, 1990 by and between Jindo Corporation and The Fur Vault, Inc.

281049

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)
Cira Rental Co., Inc.
P.O. Box 72300
Baltimore MD 21237
M-35987

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

MACHINE LOCATED IN A.A. COUNTY
(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 BK .50
#834410 6345 R01 T11:37

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

One (1) Used Caterpillar Off Highway Dump Truck D25 C S/N:9YC00709
H. ERLE SCHAFER
DA CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX

MD

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)
Ciral Rental Co., Inc.

(By) *William B Vance* - Sec Treas
Standard Form Approved by N.C. Sec. of State and other states shown above.
115

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

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)
McLean Contracting Company
6700 Curtis Court
Glen Burnie, MD 21061
M-34743A

(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 GK .50
RECEIVED 0315 101 11:39

06/01/90

H. ERLE SCHAFER
MD CO. CIRCUIT COURT

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

One (1) New Caterpillar Model #916 Wheel Loader S/N 2XB01131

Products of the Collateral Are Also Covered. NOT SUBJECT TO RECORDATION TAX

(6) Signatures: Debtor(s)

McLean Contracting Company
Frederick Ralling-VP

(By) *[Signature]*
Standard Form Approved by N.C. Sec. of State and other states shown above.
EXECUTIVE VICE PRESIDENT

Secured Party(ies) [or Assignees]
Alban Tractor Co., Inc.

(By)

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

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281051

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 5/24/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVIDSON, THOMAS
Address 808 Hillman Lane Green, MD 21144

2. SECURED PARTY

Name Security Ford New Holland, Inc.
Address 3828 Washington Blvd.
Baltimore, MD 21227

3. Assignee of Secured Party Ford Motor Credit Co.

Address 10710 Midlothian Turnpike Fairfax Bldg. Suite 306
Richmond, VA 23235

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

4. Maturity date of obligation (if any)

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

FORD YT16H TRACTOR S/N L051286
FORD 48" MOWER S/N L920486
FORD 42" BLADE S/N 80464076

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

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

NOT SUBJECT TO RECORDATION TAX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas Davidson
(Signature of Debtor)

THOMAS DAVIDSON
Type or print above Signature on above line

(Signature of Debtor)

Type or print above Signature on above line

Thomas J. Drescher
(Signature of Secured Party)

Thomas J. Drescher
Type or print above name on above line

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name BROOKLYN CYCLE WORLD, INC.
6027 Ritchie Highway
Address Baltimore, MD 21225

2. SECURED PARTY

Name ITI COMMERCIAL FINANCE CORP.
1020 Laurel Oak Corp. Center
Address P.O. Box 446, Voorhies, NJ 08043
Individually and as agent for Yamaha Motor Corporation,
U.S.A. and Yamaha Parts Distributors, Inc.

RECORD FEE 11.00
POSTAGE .50
JUL 11 1990
05/01/90
H. ERLE SCHAFER
CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____

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

All inventory, accounts, contract rights, and general intangibles, whether now owned or hereafter acquired, and all attachments, accessories, accessions, substitutions and replacements thereto, and all proceeds thereof.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

[Signature]
(Signature of Debtor)

BERNARD O. JEFFERS
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

YVONNE D. JEFFERS
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

EILEEN M. FARRELL
Type or Print Above Signature on Above Line

1153

281054

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 15, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GORDON JEWELRY CORPORATION
Address 901 West Walnut Hill Lane, Irving, Texas 75038
SEE ATTACHED RIDER FOR ADDITIONAL ADDRESSES OF DEBTOR

2. SECURED PARTY

Name DALOW INDUSTRIES, INC.
Address 31-00 47th Avenue, Long Island City, New York 11101

GOLDBERG and GOLDBERG, ESQS., 1212 Avenue of The Americas, New York, NY 10036
Person And Address To Whom Statement Is To Be Returned 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 14 Karat Gold jewelry, including, but not limited to, neck chains, bracelets and earrings, sold or delivered by Dalow Industries, Inc. to Gordon Jewelry Corporation pursuant to written Agreement, dated October 2, 1989, and any and all amendments or modifications thereto.

RECORDED FEE 11.00
POSTAGE .50
MARCH 15 1990 11:25
03/01/90
H. ERLE SCHAFER
MAY 30 1990 CIRCUIT COURT



CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

By: [Signature]
(Signature of Debtor)

GORDON JEWELRY CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

By: [Signature]
(Signature of Secured Party)

DALOW INDUSTRIES, INC.
Type or Print Above Signature on Above Line

1150

Arundel
Anwer Co.
Maryland

RIDER TO UCC-1

Debtor: Gordon Jewelry Corporation Secured Party: Dalow Industries Inc.

BOOK 556 PAGE 352

Room 223 Security Square Mall
6901 Security Blvd
Baltimore Maryland 21207

D6 Golden Ring Mall
6400 Rossville Blvd
Rosedale Maryland 21237

K-2 Reistertown Road Plaza
Reistertown Road & Patterson
Baltimore Maryland 21215

Prince George
3500 East West Highway
Hyattsville Maryland 20782

Laurel Centre
14906-B Washington Blvd
Laurel Maryland 20707

C5 Landover Mall
2295 Bright Seat Rd
Landover Maryland 20785

F14 Forest Village Pk Mall
3257 Donnell Drive
Forestville Maryland 20747

177 Annapolis Mall
Annapolis Maryland 21401

#1201 White Marsh Mall
8200 Perry Hall Blvd
Parkville Maryland 21236

#126 Hunt Valley Mall
118 Shawn Road
Cockeysville Maryland 21030

#7754A Eastpoint Mall
Eastern Avenue & N. Point Blv
Baltimore Maryland 21244

#H-3 Frederick Towne Mall
US Rt 40 Est
Frederick Maryland 21701

#163 Cranberry Mall
PO Box 869
Westminster Maryland 21157

2408 Columbia Mall
Columbia Maryland 21044

800

556 353

STATE OF MARYLAND

281055

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 5/29/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES WOOTEN

Address 1210 MARDA LANE ANNAPOLIS MD 21403

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY

ANNAPOLIS MD 21401 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

Name and address of Assignee KUBOTA CREDIT CORPORATION, U.S.A. 1025 Northbrook Parkway Suwanee, Georgia 30174

1 NEW	KUBOTA	TRACTOR	MN# G1800	SN# 10165
1 NEW	KUBOTA	MOWER	MN# RC54G20	SN# 10612

KUBOTA CONTRACT# 13400-731276

CHECK THE LINES WHICH APPLY

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

JAMES WOOTEN Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cheryl Wooten
(Signature of Secured Party) SEC-TREAS.

BALDWIN SERVICE CENTER INC Type or Print Above Signature on Above Line

1/05

281056

FORM 556 PAGE 354

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)

STERLING, JERRY
703 PASADENA Rd.
PASADENA, MD. 21122

3. Assignee of Secured Party

FORD MOTOR CREDIT COMPANY
10710 MIDLOTHIAN T PKE.
FAIRFAX BLDG. SUITE 306
RICHMOND, VA 23235

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



RECORD FEE 11.00

POSTAGE .50

3851640 0345 R01 115:26

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

1- AL2136 1710 Tractor - SRE # WL18073
1- 9606769 Single LUCE VALVE SRE # -N/A
1- 9606837 60" loader bucket SRE # -N/A
1- 9606821 770B Loader SRE # WL66552

1- Brantly B50 BACKHOE w 16" x 24"
BUCKETS - SRE # 01104

05/01/90

D. ERLE SCHAFER

10000 STANLIT COURT

Check if covered: [X] Proceeds of collateral covered [] Products of collateral covered

4. This transaction is exempt from the Recording Tax.
NOT SUBJECT TO RECORDATION TAX

Filed with:

[Signature of Jerry Sterling]
(SIGNATURE OF DEBTOR)
Jerry Sterling

Security Ford New Holland, Inc.
(NAME OF SECURED PARTY)

(SIGNATURE OF DEBTOR)

BY: [Signature of Thomas J. Drescher]
PRESIDENT
Thomas J. Drescher

FMCC JUN 84 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

2. SECURED PARTY: Security Ford New Holland, Inc.
3828 Washington Blvd.
Baltimore, MD 21227

[Handwritten initials]

Anne ARUNDEL Co,

556 355

281057

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

FINANCING STATEMENT

XX Not subject to Recordation Tax. To Be Recorded in The Land Records (For Fixtures Only).
Subject to Recordation Tax on principal amount of \$.....

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

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

<u>Name of Debtor</u>	<u>Address</u>
Maryland Insurance Agency, Inc.	16 Village Green 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
POSTAGE .50
RECORDED COPY FOR 11:28
04/31/90

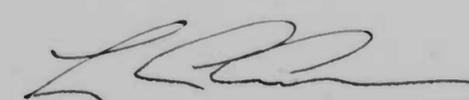
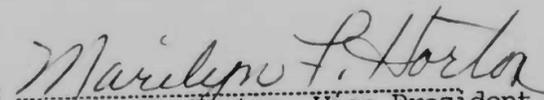
to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral): All of Borrower's accounts receivable, contract rights and inventory now owned or hereafter acquired, and the proceeds and products thereof.

H. ERIC SCHAFER
CLERK OF 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.
XX Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Maryland Insurance Agency, Inc.	THE CITIZENS NATIONAL BANK
By:  Leonard L. Lamprey, President	By:  Marilyn F. Horton, Vice President

By:

Type or print all names and titles under signatures.

17
L

FINANCING STATEMENT

Debtor(s)

Date: 5-25-90

Name: Charles T. Wlaters

Address: Rt 2 Box 256
Gallipolis, OH 45631

281058

Secured Party: Tower Federal Credit Union
P.O. Box 123
Annapolis, Maryland 20701

301-556 PAGE 356

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

1990 Vermeer 504I Baler (Farm Equipment)

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

3. Proceeds of collateral are are not covered.

4. Products of collateral are are not covered.

5. This transaction is is not subject to a recordation tax.

If subject to tax: Amount Financed _____ Recordation Tax _____


RECORD FEE 1.10
RECORD FEE 9.90
POSTAGE .30
19900520 0315 201 05:29
05/01/90
H. ERLE SCHAFER
MD CO. CIRCUIT CLERK

Debtor(s) Charles T. Walters
(Signature)

Charles T Walters
(Type or Print)

(Signature)

(Type or Print)

Secured Party:
Tower Federal Credit Union

By: _____

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union
P.O. Box 123
Annapolis Junction, Maryland 20701

1158

281059

BOOK 556 pt 357

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

(1) Debtor's Name and Address(es): PATTEN, JOHN G. PATTEN, EILEEN E. 1215 HOLLY AVE SHADYSIDE MD 20764 <i>Patten, John G.</i>		No of Additional Sheets Presented
(2) Secured Party(ies) (Name(s) And Address(es): GREENE BOAT AND MOTOR, INC. 231 OAKLAND ROAD SPINDALE NC 28160		COUNTY RECORD FEE 12.00 POSTAGE .50 FEB 17 1990 11:37 H. ERLE SCHAFER DISTRICT 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). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>		
(4) Assignee of Secured Party, Address(es): CHEMICO CHEMICAL FINANCIAL CORP. STE 412 514 S.STRATFORD RD WINSTON-SALEM NC 27103		For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.
 HORN, BUTT SEAT/PRO POLE, ANCHOR REINS, CLEATS, DLX. COVER, FLUSH MTS., FUEL/WATER SEP., CABLES, DUAL STEERING, SHOOTER, SPARE, MOTORGUIDE, HB INDASH, 2 HB TCRID1, 2 HB SURTEMP, TACH., SPEED., FIRE EXT., 3 BATT.
 EXEMPT FROM TAXATION

Products of the Collateral Are Also Covered.
 1990 RANGER 374 RNC1879ZA090
 1990 JOHNSON J150STLES R08564210
 1990 RANGERTRAIL 18WRT1214L1D37259

(6) Signatures: Debtor(s)
John G. Patten Eileen E. Patten
 (By) *Jel Schupser*
 Signature of Secured Party Permitted in Lieu of Debtor's Signature:
 Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
 For Other Situations See: G.S. 25-9-402 (2)

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

(1) Filing Officer Copy - Numerical

UCC-1

011-05-07031

ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
P.O. BOX 751, ANNAPOLIS, MD 21404

FINANCING STATEMENT

DATE: May 29, 1990

556 358

(XX) NOT SUBJECT TO RECORDATION TAX **281060**

() SUBJECT TO RECORDATION TAX OF \$ _____
TAXABLE AMOUNT OF DEBT \$ _____

NAME OF DEBTOR(S): Robert R. Gregory, Jr.

ADDRESS: 1601 Chickasaw Road
Arnold, MD 21012

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

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

1985 Model 580 SE Case Backhoe ID# 17031104 Engine Serial # 44141393

RECORD FEE 11.00
POSTAGE .50
1990/59 0345 R01 115:38



05/01/90

H. ERLE SCHAFER
MD CO. CIRCUIT COURT

DEBTOR(S):

SECURED PARTY:

BY: [Signature]
Robert R. Gregory, Jr.

ANNAPOLIS FEDERAL SAVINGS BANK

BY: _____
BY: _____

BY: [Signature]
John M. Crook
(AUTHORIZED SIGNATURE)

Senior Vice President
(TYPE NAME AND TITLE)

NOTE: TYPE NAME UNDER EACH
SIGNATURE AND IF COMPANY, TYPE NAME
OF COMPANY AND NAME OF AUTHORIZED
SIGNER.

[Handwritten initials]

281061

556 359

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): PEMS Service and Repair, Inc.
Address: 171 Mayo Road
Edgewater, Md. 21037

2. Name of Secured Party: Annapolis Banking & Trust Company
Address: P.O. Box 311
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

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

Receivables and Inventory

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

RECORDED TO CROSS R01 113:55
06/04/90
H. ERLE SCHAFER
MD. CO. CIRCUIT COURT

Debtor(s):

.....PEMS Service and Repair, Inc.....

By: *Leo a. McCafferty, Jr.*
Leo a. McCafferty, Jr.

Secured Party:

.....Annapolis Banking & Trust Company.
(Type Name of Dealership)

By: *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 company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

281062

FINANCING STATEMENT

556 PAGE 360

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

RECORDATION TAX PAID AT THE OFFICE OF LAND RECORDS FOR ANNE ARUNDEL COUNTY, MARYLAND

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

- 1. NAME AND ADDRESS OF DEBTOR: THE HUDYMA FAMILY GENERAL PARTNERSHIP
1030 Church Street
Baltimore, Maryland 21225
- 2. NAME AND ADDRESS OF SECURED PARTY: PROVIDENT BANK OF MARYLAND
114 East Lexington Street
P.O. Box 1661
Baltimore, Maryland 21203-1661
Attn: Mr. Mark E. Ryder

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and



REC. FEE 19.00
STAMP .50
06/04/90
SCHAFER
COURT

7900
02



equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, accounts receivable, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

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

(e) All proceeds of insurance policies concerning the Property or any of the aforescribed personal property, or both;

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

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

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith, made by Debtor to G. Bradley Sanner and Ridgely E. Miller, Trustees, for the benefit of Secured Party (the "Deed of Trust").

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

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

6. The name of the record owner of the Property is The Hudyma Family General Partnership, a Maryland general partnership.

7. The principal amount of the debt secured is One Hundred Fifty Thousand Dollars (\$150,000.00). All recordation taxes due and payable with respect to the debt were or will be paid upon recordation of the Deed of Trust among the Land Records of Anne Arundel County, Maryland.

Debtor:

THE HUDYMA FAMILY GENERAL PARTNERSHIP, a Maryland general partnership

By: *Dr. Eugene O. Hudyma* (SEAL)
Dr. Eugene O. Hudyma, General Partner

By: *Bohdan Hudyma* (SEAL)
Bohdan Hudyma, General Partner

By: *Melania Hudyma* (SEAL)
Melania Hudyma, General Partner

Date: May 31st, 1990

Mr. Clerk: Please return to:

Steven J. Fox, Esquire
Weinberg and Green
Suite 950
10480 Little Patuxent Parkway
Columbia, Maryland 21044

E2540.90

Legal Description - Exhibit "A"

BOOK 556 PAGE 363

BEGINNING for the same at a point on the westmost side of Oakwood Road, as laid out with a variable width for the Anne Arundel County Department of Public Works, distant South 6 04' West 100.22 feet from the intersection of the westmost side of the said road and the East 1282.0 foot line of a conveyance to Walter Funke by deed dated July 7, 1911 and recorded among the Land Records of Anne Arundel County in Liber GW No. 88, folio 274, and running thence with the outline of a conveyance to Charles J. Resch, Jr., recorded in Liber FTC No. 1211, folio 594, North 87 24' West 96.89 feet; thence running with the outline of a conveyance to Charles J. Resch, Jr. recorded in Liber JHH No. 678, folio 110, as now surveyed, South 2 36' West 25.0 feet and North 87 24' West 2.33 feet; thence running with the outline of a conveyance to Town and Country, South, Inc., recorded in Liber LNP no. 1936, folio 400, South 13 59' West 169.94 feet; thence running to and with the outline of a conveyance to Thurmond McKnight recorded in Liber GTC No. 1245, folio 66, South 87 24' East 115.45 feet to the westmost side of the aforementioned Oakwood Road; thence running with the westmost side of the said road, by a curve bearing to the left with a radius of 5178.70 feet to the point distant North 8 25' East 54.04 feet; thence continuing with the westmost side of the said road, North 60 44' West 22.47 feet, North 8 00' East 18.0 feet and South 82 00' East 21.0 feet; thence still running with the westmost side of Oakwood Road, by a curve bearing to the left with a radius of 5178.70 feet to a point distant North 7 22' East 112.10 feet, the point of beginning, containing 0.454 acres of land, more or less.

BEING ALSO all that Real Property as shown on that Subdivision Plan entitled, "PROPERTY OF BOHDAN HUDYMA, ET AL, OAKWOOD ROAD", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Liber 4717, folio 607.

The improvements thereon being known as 7836 Oakwood Road, Glen Burnie, Maryland 21061.

- | | |
|--|--------------------------------|
| To be recorded | Not subject to recordation tax |
| (1) in the Land Records of <u>Anne Arundel</u> County; | Principal amount is |
| (2) in the <u>Financing Statement</u> Records of <u>Anne Arundel</u> County; and | \$ <u>200,000.00</u> |
| (3) with the State Department of Assessments and Taxation. | |

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

- | | |
|--|---|
| 1. Debtor: | Mailing Address of Debtor: |
| <u>Cypress Point Properties</u> | <u>438 A Crain Highway</u>
<u>Glen Burnie, MD 21061</u> |
| 2. Secured Party: | Address of Secured Party: |
| STERLING BANK & TRUST CO.,
a bank and trust company
organized and existing
under the law of Maryland, | Suite 201
111 East Water Street
Baltimore, Maryland 21202 |

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.



17.00

.50

NOV 15 11:06

08/04/90

REGISTER

COUNTY COURT

1700
RD

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Arthur L. Silber and Patricia A. Jenkins, trustees for Sterling Bank & Trust Co., and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Bank & Trust Co.

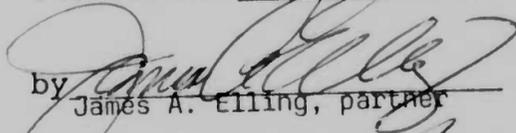
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

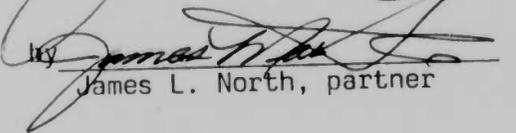
7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$200,000.00. The Debtor and the Secured Party hereby agree that the Secured Party 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:

Cypress Point Properties,
a partnership organized and existing under
the law of Maryland.

by 
James A. Elling, partner

Date: MAY 17, 1980

by 
James L. North, partner

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

CDF/01-26-89
9915X (0515X)
SSA-SFC(B)(4)

FINANCING STATEMENT

BOOK 556 PAGE 366

by

Cypress Point Properties , Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

ALL OF THAT LAND, situate and lying in Anne Arundel
County, Maryland, which is described as follows:

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

BOOK 556 PAGE 367

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 70, as shown on the Plat of Spyglass, Plat Two, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 69, folio 50.

556 368

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

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

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

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

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

Barron Charles C.
Lot 12 P.O. Box 295
Sellner Rd.
Jessup, MD. 20794

Green Tree Acceptance, Inc.
3062 PS Business Center
Woodbridge, VA. 22194-4488

524-73

5. This statement refers to original Financing Statement No. 76520 filed (date) 3/8/88 with Annapolis, MD.

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

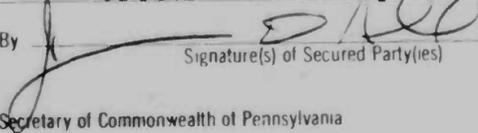
F This statement is to be indexed in the Real Estate Records

To include all furniture, fixtures, appliances and apprtances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract.

Barron Charles C.

Green Tree Acceptance, Inc.

By _____
Signature(s) of Debtor(s) (only on amendment)

By 
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Numerical

(3/83)

STANDARD FORM—FORM UCC 3—Approved by Secretary of Commonwealth of Pennsylvania

281064

556 PAGE 369



Financing Statement

To Be Recorded In:

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

Note: The principal amount of debt secured hereby is: \$ 348,000. 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: |
| SPA LANDING LIMITED
PARTNERSHIP | c/o JHP Development Company, Inc.
40 York Road (2nd Floor) Towson, MD
Address: 21204 |
| 2. Secured Party: | 6610 Rockledge Drive
Bethesda, Maryland 20817-1876 |
| Sovran Bank/Maryland | Address: |
| 3. Trustee: | Address: |



RECORD FEE 16.00
POSTAGE .50
#791980 C055 R02 T12:25

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");

06/05/9

SCHAFFER
CIRCUIT COURT

- (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:

~~XXXXXXXXXXXXXXXXXXXX~~
 SPA LANDING LIMITED PARTNERSHIP _____ (Seal)
 By: Jack Pechter (Seal) _____ (Seal)
 Jack Pechter, General Partner
Martin Pechter
 Martin Pechter, General Partner
Jeffrey Pechter
 Jeffrey Pechter, General Partner

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

EXHIBIT A

PROPERTY DESCRIPTION

556 371

BEGINNING for the same at an iron pipe found at the end of the South 01 degrees 17' West 172.50 foot line of the conveyance from Robert C. Giffen, et al, to Robert C. Giffen, Jr. by deed dated December 29, 1959, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 1362, folio 79; thence running from said beginning point so fixed and with the outlines of said conveyance, reversely, North 01 degrees 17' East, 172.50 ft. to a pipe found; thence North 55 degrees 55' West, 421.23 ft. to a pipe set at a bend on the south side of an existing 40 foot right-of-way leading to Spa Road; thence leaving the outlines of said conveyance and with the southeast side of said 40 foot right-of-way, the centerline of which is described in the conveyance from Robert C. Giffen, et al, to Shirley S. Miller and wife, by deed dated November 26, 1957, and recorded among the said Land Records in Liber G.T.C. 1170, folio 9, North 56 degrees 35' East, 363.36 ft. to a pipe found; thence North 51 degrees 07' East, 116.32 ft. to a pipe found; thence South 87 degrees 34' East, 122.50 ft. to a pipe set; thence leaving said 40 foot right-of-way and running through the conveyance from The Annapolis Mortgage Co. to Robert C. Giffen and Elsie, his wife, by deed dated April 30, 1937 and recorded among the aforesaid Land Records in Liber F.A.M. 162, folio 481, South 07 degrees 55' East, 367.74 ft. to a pipe set, South 11 degrees 12' West, 468.55 ft. to a pipe set and North 41 degrees 35' 30" West, 197.88 ft. to the place of beginning. Containing 5.09 acres, more or less. HAVING the use in common of the above-mentioned 40 foot right-of-way leading to Spa Road as described in said deed from Giffen to Miller.

ANCHOR TITLE COMPANY
10715 Charter Drive
Suite 100
Columbia, MD 21044

TO BE RECORDED AMONG THE
FINANCING RECORDS

FORM 556 12-372

281065

THIS TRANSACTION IS SUBJECT
TO RECORDATION TAXES ON THE
AMOUNT OF \$340,000.00
WHICH HAVE BEEN PAID TO THE
CLERK OF THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. DEBTOR(S) TOPCRAFT HOMES, INC.
2924 KILKENNY COURT
DAVIDSONVILLE, MD 21035

2. SECURED PARTY KEY FEDERAL SAVINGS BANK
7F GWYNNS MILL COURT
OWINGS MILLS MARYLAND 21117

3. This Financing Statement covers the following types of property: See Exhibit "A" attached hereto and made a part hereof.
4. If the above personal property is to be affixed to real property, describe real property: See Exhibit "B" attached hereto and made a part hereof.
5. Proceeds of collateral are covered.
6. Products of collateral are covered.

DEBTOR(S):

TOPCRAFT HOMES, INC.

BY: Frank A. Ruff
FRANK A. RUFF, President

RECORD FEE 11.00
POSTAGE .50
#792680 C055 R02 T16:44
06/05/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;
Dackman, Heyman, Engel & Dackman
2221 Maryland Avenue
Baltimore, Maryland 21218
D&H #7038

11/2/90

EXHIBIT "A"

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, not or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinet, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

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

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interest and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel(s) of land (and the improvements now or hereafter existing thereon) situated in ANNE ARUNDEL COUNTY, Maryland, which said parcel(s) are more fully described:

EXHIBIT "B"

BEING KNOWN AND DESIGNATED as Lot 3R as shown on the plat entitled "Administrative Plat, Windsor Farm, Lots 1, 2, 3, 25 & 26 and Windsor Farm Road", which plat is recorded among the Land Records of Anne Arundel County in Plat Book A128, folio 7.

WP/FINSTAT

281066

556 REC-374

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated June 5, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GIBRALTAR SAVINGS AND LOAN ASSOCIATION, F.A.
Address 107 Ridgely Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name RESOLUTION TRUST CORPORATION
Address 245 Peachtree Center Avenue, N.E., Atlanta, GA 30303

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

3. Maturity date of obligation (if any) _____

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

Any and all property, both real and personal, of any type or nature whatsoever owned by or in which the Debtor has any interest, including, but not limited to all cash and cash equivalents, securities, notes, mortgages, deeds of trust, parcels of real property, leases, assignments, security agreements, financing statements; any and all property normally held by financial savings institutions and any and all property not normally held by financial savings institutions.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

GIBRALTAR SAVINGS AND LOAN ASSOCIATION, F.A.

Michael Storm
(Signature of Debtor)

MICHAEL STORM, PRESIDENT

Type or Print Above Name on Above Line

Paul Peters
(Signature of Debtor)

PAUL PETERS, MANAGING AGENT

Type or Print Above Signature on Above Line

Insurance Corporation as
Managing Agent for Resolution
Trust Corporation as Conservator
for Gibraltar Savings and Loan
Association, F.A.

RESOLUTION TRUST CORPORATION

Paul Peters
(Signature of Secured Party)

PAUL PETERS, Authorized Agent for

Type or Print Above Signature on Above Line

Resolution Trust Corporation.

Insurance Corporation as
Managing Agent for Resolution
Trust Corporation as Conservator
for Gibraltar Savings and Loan
Association, F.A.

Handwritten initials: 11, 50

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2. To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3. Not Subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$113,000.00 in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtors Names Address

ROBERT L. SAULS, II 107 Wallace Manor Road
Edgewater, Maryland 21037

6. Secured Party Address

The Annapolis Banking and Trust Company 18 Church Circle
Annapolis, Maryland 21401

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

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated May 15, 1990 from Debtor to William A. Busik and Randall M. Robey, Trustees (the Purchase Money Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect to 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) 263-8805

13

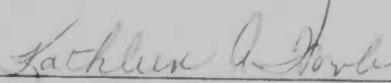
AB004.115

DEBTOR:


ROBERT L. SAULS, II

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY

BY:  (SEAL)
KATHLEEN A. WAVLE
Mortgage Officer

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

EXHIBIT 'A' 556 377

BEING KNOWN AND DESIGNATED as Unit Numbered S-16 of a Condominium Regime known as "THE RENARD COURT CONDOMINIUM", as the same is established by a Condominium Declaration, dated July 28, 1988, and recorded on the 2nd day of August, 1988, in Liber HES 4660, folio 50, as shown on the Plat(s) of THE RENARD COURT CONDOMINIUM, PHASE II, an Office/Warehouse Condominium, recorded in Condominium Plat Book No. 39, Pages 44 through 46, Plats Nos. E-1944 and E-1946, and First Amendment to Declaration dated November 21, 1988 and recorded on November 21, 1988, in Liber 4740, folio 309, and First Amendment to Renard Court Condominium By-Laws, dated February 2, 1989 and recorded among the Land Records in Liber HES 4787, folio 235, all among the Land Records of Anne Arundel County, Maryland.

TOGETHER with an undivided percentage interest in the common elements of said Condominium in fee simple, pursuant to Condominium Declaration and By-Laws and First Amendment to Declaration recorded among the aforesaid Land Records.

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

FINANCING STATEMENT

TO: _____ Financing Records, State Department of
Assessments and Taxation

XX _____ Financing Records, Circuit Court of Anne Arundel
County, Maryland

_____ Land Records, Circuit Court of Anne Arundel
County, Maryland

NOT SUBJECT TO RECORDATION TAX.

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

THIS FINANCING STATEMENT, dated the _____ day of June, 19 90, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

MARSHALL, David A. & Terri R.
5833 33rd Avenue
Hyattsville, MD 20782

2. Secured Party's name and address:

PERPETUAL SAVINGS BANK, F.S.B.
1951 Kidwell Drive
Suite 400
Vienna, Virginia 22182-3930

Attn: Ramon J. Fernandez
Vice President

3. This Financing Statement covers the following property to be utilized in or realized from the construction, use and occupancy of improvements on the land described in that certain deed of trust of even date herewith (the "Deed of Trust") from the Debtor to Hope P. Quinn and Wendy R. Sharp, Trustees, for the benefit of the Secured Party, and to be recorded, simultaneously with the filing hereof, among the land records of Anne Arundel County, Maryland:

- A. all of the plans and specifications, surveys, permits, licenses and bonds and all contracts for architectural, engineering and construction services for the construction of improvements on the land and premises described on Exhibit "A" attached hereto, and all fixtures, materials, appliances and equipment now or hereafter delivered to, installed in, affixed to, placed upon, or used in connection with the land and premises described in Exhibit "A" attached hereto, and all replacements thereof, additions thereto and substitutions therefor; and

14

RECORD FEE 14.00
POSTAGE .30



888 1500 0345 1071 7101 107

06/06/90

- B. all of the other personal property of the Debtor now or hereafter located on the premises described on Exhibit "A" attached hereto and necessary to the construction, use and occupancy thereof; and
 - C. all awards and other payments in respect of any taking (as described in the Deed of Trust) and all insurance proceeds (as described in the Deed of Trust) in respect of any of the foregoing, together with all amounts received by the Trustee, or the Secured Party, or expended by the Trustee or the Secured Party pursuant to the Deed of Trust; and
 - D. all chattel paper, accounts and general intangibles owned by the Debtor from time to time and relating to or associated with the construction and operation of the improvements on the land and premises described on Exhibit "A" attached hereto; and
 - E. all issues, profits and proceeds of the property described above.
4. Said Deed of Trust secures an obligation of the Debtor to the Secured Party in the principal amount of \$ 112,000.00.
 5. Proceeds of the collateral are also covered.
 6. The real property covered by the aforesaid Deed of Trust is owned by the Debtor and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

DEBTOR:

David A. Marshall
David A. Marshall

Terri R. Marshall
Terri R. Marshall

556 380

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot Numbered One (1) as shown on the Plat entitled "RESUBDIVISION OF ROBERT K. HUNTINGTON PROPERTY" which said Plat is recorded among the Land Records of Anne Arundel County in Liber 2843, page 319. Said Parcel containing 1.228 Acres of land more or less.

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL
NOTARY PUBLIC
JAMES M. [illegible]

556 381

281069

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) PURDY, James Charles 212-46-0303 Purdy, Joanne 214-50-4492 248 Arundel Road Pasadena, MD 21122	2. Secured Party(ies) and address(es) MD National Bank 326 First Street Annapolis, MD 21403	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: 1990 Sunbird 173SWL, S/N SB273617A090 1990 Johnson Engine 90HP, S/N 8547527 1990 Sunbird Trailer, S/N 1PHBCEM11L1000131 Amount of Consideration \$11,000.00 Boat Storage: (S) 248 Arundel Road Pasadena, MD 21122 (W) Same as Summer		(M) RECORD FEE 12.00 RECORD TAX 77.00 5. Assignee(s) of Secured Party and Address(es) 06/06/90 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:

James C. Purdy
 Joanne Purdy
 Signature(s) of Debtor(s)

Maryland National Bank
 By: Dennis Kennedy
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.
 12 77 80

281070

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) EKSTROM, Michael James 218-82-31 EKSTROM, Nelda Jean 219-88-43 127 Louise Terrace Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Maryland National Bank 326 First Street Annapolis, MD 21403	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1988 Mercury Outboard Engine, 90 ELPTO, Serial #0B241563 BOAT STORAGE SUMMER 127 LOUISE TERRACE GLEN BURNIE MD 21061 WINTER SAME AS SUMMER AMOUNT OF CONSIDERATION \$10,500.00		5. Assignee(s) of Secured Party and Address(es) #673570 CTTT R03 T10:41 06/06/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT

RECORD FEE 12.00
RECORD TAX 73.50
POSTAGE .50

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

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

Filed with:
 By: Michael J. Ekstrom Maryland National Bank
Nelda J. Ekstrom By: Debbie Kennedy
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical STANDARD FORM - FORM UCC-1. 7350 56

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281071

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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
220-74-9800 212-96-9041
Name MCARDLE, PATRICK A. and MCARDLE, DIANE M.
Address 1500 KINGSGATE ST, MITCHELLVILLE, MD 20816

2. SECURED PARTY
Name Maryland National Bank
Retail Finance Division
Address 7178 Columbia Gateway Drive
Columbia, Maryland 21046
Person And Address To Whom Statement Is To Be Returned 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 CRUISERS INC. 28'8" HULL #: CRS7614AM781
BOAT STORAGE: (S) CHESAPEAKE YACHT CLUB 4943 HINE DR
(W) SHADY SIDE MD 20764 SAME AS SUMER

Name and address of Assignee
RECORD FEE 12.00
#673590 C777 R03 T10:50
06/16/90

This vessel is inventory and is not subject to recordation tax.

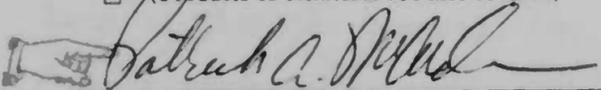
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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)

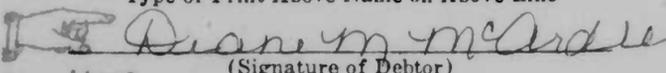
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

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


Sign Here (Signature of Debtor)

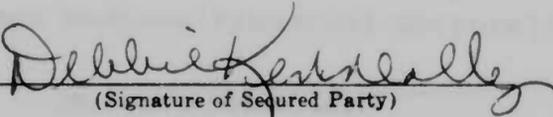
PATRICK A. MCARDLE

Type or Print Above Name on Above Line


Sign Here (Signature of Debtor)

DIANE M. MCARDLE

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Maryland National Bank

Type or Print Above Signature on Above Line

12-

FINANCING STATEMENT FORM UCC-1

BOOK 556 PAGE 384

Identifying File No. 281072

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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, Inc.

Address 601 Nursery Road, 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)

RECORD FEE 11.00

POSTAGE .50

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

LTE/286 Model 20 s/n 6952HAF32308;
2400 Baud INT Modem; LTE/286 Carry Case;
MOD 30 286-E31, LMB, 30M s/n A033373;
12in Color Display s/n 0923682; Two (2)
Maynard 60 w/Stand s/n 375622 & 369761; Eight (8) Data Cart: 30/60 MB 60

Name and address of Assignee

#673600 0777 R03 T10:51

08/06/90

H. ERLE SCHAFER

This is a CONDITIONAL SALE and is not subject to recordation tax.

Lessee is not authorized to dispose of leased equipment.
Lease# 90050-B

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)

General Elevator Company, Inc.

[Signature] MIS Director
(Signature of Debtor)

David A. Quaranta CPA MIS Director
Type or Print Above Name on Above Line

James Madison Financial Corporation

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11.50

556 385

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 489

Page No. 151

Identification No. 258243

Dated August 30 1985

1. Debtor(s) { Marvin P Morrison & Juanita Morrison
Name or Names—Print or Type
2528 Vivaldi Lane Gambrills (AA C) 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><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 13.00
POSTAGE .50
06/06/90
H. EYLE SCHAFER
CIRCUIT COURT

Dated: June 1, 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)

1350

AA
13.50

BOOK 556 PAGE 386

CROSS-INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 506
Identification No. 265405

Page No. 451
Dated January 3, 1987

1. Debtor(s) { George S Blake & Gail D Blake
Name or Names—Print or Type
8406 Alvin 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:

RECORD FEE 13.00

POSTAGE .50

#873850 CTTY R03 7:10:53

06/06/90

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

ETLE SCHAFER
AA CO. CIRCUIT COURT

Dated: June 1, 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)

135-

A.A.
1350

556 387

281073

This FINANCING STATEMENT is presented for filing and will remain effective with certain exceptions for a period of five years from the date of filing pursuant to section 9403 of the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) THE BIG CHEESE, INC.		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 521539159
1B. MAILING ADDRESS 116 VILLAGE GREEN	1C. CITY, STATE COLUMBIA, MD	1D. ZIP CODE 21044
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.
2B. MAILING ADDRESS		2C. CITY, STATE
2D. ZIP CODE		
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER 521539159
4. SECURED PARTY NAME PACIFIC STATES LEASING, INC. MAILING ADDRESS 135 W. SHAW AVE. STE 105 CITY FRESNO STATE CA ZIP CODE 93704		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO.
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO.

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).
SEE SCHEDULE "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

THIS FINANCING STATEMENT IS FILED AS A FIXTURE FILING. THE GOODS COVERED BY THIS FINANCING STATEMENT ARE, OR ARE TO BECOME FIXTURES ON 116 VILLAGE GREEN, COLUMBIA, ANNE AURNDDEL COUNTY, MD. 21044



RECORD FEE 11.00

POSTAGE .50

#673660 DT77 R03 T10:54

06/06/90

TRUE LEASE

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)	H. ERLE SCHAFER AA CO. CIRCUIT COURT
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (D)		
9. SIGNATURE OF DEBTOR <i>Paul Dyer</i> DATE: 5/22/90	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)		
THE BIG CHEESE, INC. DBA:	1		
TYPE OR PRINT NAME(S) OF DEBTOR(S)	2		
SIGNATURE(S) OF SECURED PARTY(IES) <i>Sandra Starston</i>	3		
PACIFIC STATES LEASING, INC.	4		
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)	5		
11. Return copy to:	6		
NAME <input type="checkbox"/> PACIFIC STATES LEASING, INC. <input type="checkbox"/>	7		
ADDRESS 135 W. SHAW AVE. STE 105	8		
CITY FRESNO, CA 93704	9		
STATE	0		
ZIP CODE			

FORM UCC-1— Approved by the Secretary of State

(1) FILING OFFICER COPY

11-50

SCHEDULE "A"

556 388

This Schedule "A" is hereby incorporated onto, and made a part of that certain personal property lease between Pacific States Leasing, Inc. as Lessor, and THE BIG CHEESE, INC. as Lessee, dated _____ 19 _____

Below are Vendors and Equipment to be leased by Lessee.

MARYLAND EQUIPMENT CO
4143 AMOS AVENUE
BALTIMORE, MD, 21216

- 1) REFRIGERATED BASE APPLIANCE STAND, RANDELL #252995C ON 6" LEGS ALL STAINLESS STEEL
- 1) WORKABLE OVERSHELF HEAT LAMP UNIT CONSISTING OF 2 EA. 10" X 24" WORK TABLES, CUSTOM DOUBLE PASS THRU, OVERSHELVES WITH HEAT LAMPS & UNDERSHELVES.
- 1) REFRIGERATED PIZZA REFRIGERATOR, RANDALL 9100-92, SIZE 8 X 30 SELF CONTAINED
- 1) JOB CUSTOM FORMICA COUNTER ALL FORMICA 40' LONG, "L" SHAPED W/HINGED FLAP
- 1) GRP. FURNITURE PLYMOLD BOOTHS & FORMICA TOPS, WOOD SLAT SEATS & BACK. 8 EA. DOUBLE BOOTHS

Agreed and Acknowledged this 22nd day of May 19 90

Lessor: Pacific States Leasing, Inc. Lessee: THE BIG CHEESE, INC.

By: _____ By: Raymond Dunegan, PRESIDENT

Title: _____ Title: PRESIDENT

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281074

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Chemetals Incorporated # 20990
Address 711 Pittman Road, Baltimore, MD 21226

2. SECURITY Lessor

Name Caterpillar Financial Services Corp. RECORD FEE 11.00
Address 10630 Little Patuxent Parkway POSTAGE .50
Columbia, MD 21044 #63700 0717 R03 T10:56

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

06/06/90

3. Maturity date of obligation (if any)

H. ERLE SCHAFFER

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

AA CO. CIRCUIT COURT

One New Caterpillar T100D Lift Truck, S/N 5MB01277 and substitutions, replacements additions and accessions thereto, now owned or hereafter acquired and proceeds thereof. This is a precautionary filing and is not to be deemed as an admission by any party that the lease agreement is other than a true lease.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

47841313 #F037539

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

RETURN TO:

LEXIS DOCUMENT SERVICES

PO Box 9999
Champaign, Illinois 62703

Title:
(Signature of Debtor) Lessee

Chemetals Incorporated
Type or Print Above Name on Above Line
Michael A. DeBettecourt
(Signature of Debtor)

MICHAEL A. DEBETTCOURT
Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation
Jackie Lemaire, Sr. Doc. Analyst
(Signature of Secured Party) Lessor
Jackie Lemaire, Sr. Doc. Analyst
Caterpillar Financial Services Corp.
Type or Print Above Signature on Above Line

11.5

556 390

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) Arvid, Inc. Yacht Haven, Suite 20 326 First Street 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 and Filing Office)  RECORD FEE 10.00 473710 CTTT R03 T10:56 06/06/90 H. ERLE SCHAFER 11th CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>276287 537-489</u> Filed with <u>Anne Arundel Co</u> Date Filed <u>2/7</u> 19 <u>89</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

Arvid, Inc. _____ AT&T Credit Corporation _____

By: _____ By: *P. M. Whitaker* _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM FORM UCC-3
 10 80

556 391

281075

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):
COX CREEK REFINING CO.
P.O. Box 3407
Baltimore, MD 21226

2. Secured Party(ies) Name(s) and Address(es):
CLARENDON LTD.
100 First Stamford Place
Stamford, CT 06902

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

RECORD FEE 11.00
POSTAGE .50

5. This Financing Statement covers the following types (or items) of property:
All inventory of secured party in the possession of debtor, including but not limited to, all toll and raw materials, processed product and the proceeds thereof, now owned or hereafter acquired in accordance with secured party contract numbers (see attached)

6. Assignee(s) of Secured Party and Address(es):
#873120 LIT R03 110:57
BANQUE PARIBAS
787 Seventh Avenue
New York, NY 10019
H. EMIL SCHAFER

Products of the Collateral are also covered.

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.

NOT SUBJECT TO RECORDATION TAX

9. Name of a Record Owner

7. The described crops are growing or to be grown on.
 The described goods are to be refined in a court.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate Below)

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

COX CREEK REFINING CO.
Gary A. Miller/V.P.
By *[Signature]* CFO + SUP
Signature(s) of Debtor(s)

CLARENDON LTD.
Peter Cardasis/Trader
By *[Signature]*
Signature(s) of Secured Party(ies)

556 392

105-90-60226-P as amended, which are an integral part
of financing statement.

STATE OF MARYLAND

556 333

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261258

RECORDED IN LIBER 496 FOLIO 603 ON APR 11, 86 (DATE)

1. DEBTOR

Name JAMES W. BURGE

Address 366 CEDAR TRAIL CROWNSVILLE, MD 21032

2. SECURED PARTY

Name J I CASE CREDIT CORP

Address P O BOX 292 RACINE, WI 53401

RECORD FEE 10.00

POSTAGE .50

#573730 0777 R03 T10:57

06/06/90

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)

CHECK FORM OF STATEMENT

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

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

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

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

Dated 5-24-90

Terry Thomas
(Signature of Secured Party)

J I CASE CREDIT CORP- TERRY THOMAS;
Type or Print Above Name on Above Line

10.50

281076

556 DE 394

ANNE ARUNDEL COUNTY
A/C#07693

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 11/30/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Latham Donald, J.
Address P.O. Box 992 Baltimore, MD 21203

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.
Address 4601 Washington Blvd. Baltimore, MD 21227

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) _____

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 DiGuilian Blvd.
Glen Burnie, MD 21061

EQUIPMENT LOCATED:
GLEN BURNIE, MARYLAND 21061

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)

Donald J. Latham
(Signature of Debtor)

DONALD LATHAM, OWNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

McClung-Logan Equipment Co., Inc.

Thomas B. Logan
(Signature of Secured Party)

Thomas B. Logan, President

Type or Print Above Signature on Above Line

17.50

CONDITIONAL SALE CONTRACT

556 395

TO: McClung-Logan Equipment Co., Inc. FROM: Donald J. Latham
4601 Washington Blvd. Baltimore, MD 21227 P.O. Box 992 Baltimore, MD 21203

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 'One (1) New 1989 Michigan L90 Loader' and financial items like '(1) TIME SALES PRICE \$133,860.00'.

*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: Baltimore, MD 21203

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...

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.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: November 30, 19 89 BUYER(S)-MAKER(S): Donald J. Latham
Accepted: McClung-Logan Equipment Co., Inc. Thomas B. Logan, President

This instrument prepared by

CA-L-2XD(1-75)

© 1989 ORIX Credit Alliance, Inc.

1

ORIGINAL FOR ORIX CREDIT ALLIANCE, INC.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

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

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

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

Rv. _____

contract and/or lease and/or chattel mortgage (herein called "contract") dated November 30, 1989,
between McClung-Logan Equipment Co., Inc., as Seller/Lessor/Mortgagee
and Donald J. Latham P.O. Box 992 Baltimore, MD 21203
(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 \$ 118,860.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of November, 1989.

McClung-Logan Equipment Co., Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: Thomas B. Logan, Jr.
Thomas B. Logan, President

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

281077

BOOK 556 PAGE 398

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)

Ritchie Auto Mart
7162 Ritchie Hwy.
Glen Burnie, MD 21061

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

SP Financial
2861 James Drive Box 51483
New Berlin, WI 53151

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

RECORD FEE 11.00
RECORD TAX 63.00



#673830 0717 A03 T11:06

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

SEE ATTACHED SCHEDULE X

Recordation Tax Due
Anne Arundel County Court
Principal Amt. \$8800.00
Amt. Pd. \$63.00

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

06/06/90

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)

Filed with:

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

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

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

Ritchie Auto Mart

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11 103

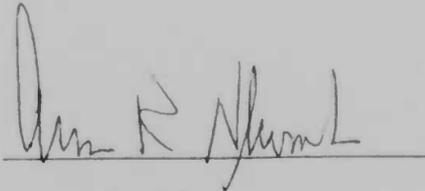
SCHEDULE X ATTACHED TO AND MADE A PART OF THAT
CERTAIN FINANCING STATEMENT EXECUTED BY
RITCHIE AUTO MART AS DEBTOR AND SHOWING
SP FINANCIAL AS SECURED PARTY

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

- I. This is a lease transaction, but, in the event it is construed to be a sale, Creditor/Lessor and its assigns and successors, holds a Purchase Money Security Interest in the property described in Schedule "X" hereto and made a part hereof.
- II. All of Debtor's right, title and interest in and to all of the following, whether now owned or hereafter acquired and wherever located; all accessories, parts, and other property now or hereafter affixed to, or used in connection with, the property described in Section II below; all substitutions for and replacements of the property described in Section II below; all accessions to the property described in Section II below; and all proceeds of all of the foregoing and of all of the property described in Section II below including without limitation any leases of any of the foregoing or of any of the property described in Section II below;
- III. All of Debtor's right, title and interest in and to all of the following, whether now owned or hereafter acquired and wherever located:

- 1 RC15A Used Coats Tire Changer # 0002500027
- 1 63-106 7000 lb. Lift # 70032261
- 1 42-210 ARBST Tester # 11J1137
- 1 42-212 ARBST Stand
- 1 80-200 Repo Wheel Balancer S/N 12873111

DEBTOR'S SIGNATURE OR INITIALS:



Page 1 of 1

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

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

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

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

1. DEBTOR

Name WESTINGHOUSE ELECTRIC CORPORATION
Address ROUTE 22/30 & MCKEE ROAD, OAKDALE, PENNSYLVANIA 15071

RECORD FEE 13.00
POSTAGE .50

2. SECURED PARTY

Name CHRYSLER SYSTEMS LEASING INC.
Address ONE TOWER LANE, SUITE 2000, OAKBROOK TERRACE, ILLINOIS 60181

#673870 0777 R03 T11:08
06/06/90

H. ERLE SCHAFER
CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____

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

AS PER A SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF. LEASE AGREEMENT NUMBER 10528 (DATED DECEMBER 21, 1988) AND SCHEDULE F (DATED DECEMBER 22, 1989) THERETO.

Name and address of Assignee

THIS FINANCING STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY.

NOT SUBJECT TO MARYLAND RECORDATION TAX - TRUE LEASE - SECURED PARTY IS SELLER OF EQUIPMENT Tax-Property Article, #12-108 (k)(4)

CHECK THE LINES WHICH APPLY

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

RETURN TO: LEXIS & DOCUMENT SERVICES P.O. Box 3888 Springfield, Illinois 62708

(SEE ATTACHED) (Signature of Debtor)

WESTINGHOUSE ELECTRIC CORPORATION Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(SEE ATTACHED) (Signature of Secured Party)

CHRYSLER SYSTEMS LEASING INC. Type or Print Above Signature on Above Line

13.50

2448 F031956

556 401

DUPLICATE

SCHEDULE F TO MASTER LEASE AGREEMENT NO. 10528
Equipment Schedule Dated As Of December 22, 1989
Equipment Location: Westinghouse Electric Corporation
BWI Airport at Camp Meade Road
Baltimore, Maryland 21240

A. EQUIPMENT LEASED

ITEM NO.	QUANTITY	DESCRIPTION	MONTHLY RENT	LOSS FACTOR
1	4	Micro Tech MA-224 8mm HSC Tape Subsystem Including: (1) MT MA90 HSC Adapter (2) 8mm 2.3 GB Tape Transport (1) MT Double Tape Rack Chassis (1) SDI Cable Set, Cables and Documentation	\$ 775.46 Ea.	\$ 23,400.00 Ea.
2	6	Micro Tech Q-23CR 8mm Tape Subsystem Including: (1) 8mm Tape Drive (1) QBUS Interface (1) Rack Chassis (1) Cables and Documentation	\$ 183.60 Ea.	\$ 5,540.00 Ea.
3	4	Micro Tech U-23CR 8mm Tape Subsystem Including: (1) 8mm Tape Drive (1) Unibus Interface (1) Rack Chassis (1) Cables and Documentation	\$ 190.22 Ea.	\$ 5,740.00 Ea.
4	2	DEC LPS 20 Printer SOFTWARE:	\$ 542.61 Ea.	\$ 16,373.50 Ea.
5	2	QA-798AA-HM VMS Support Host	\$ 10.43 Ea.	\$ 313.88 Ea.
6	2	QA-797AA-HM VMS Client	\$ 21.80 Ea.	\$ 659.94 Ea.
7	2	QA-VVLAA-HM Ultrix Client	\$ 14.50 Ea.	\$ 437.58 Ea.
TOTALS FOR SCHEDULE F:			\$6,143.00	\$185,369.80

B. DATE OF INSTALLATION:

- The Date of Installation (for purposes of this Schedule) for each Item of Equipment already installed at Lessee's facility shall be the date upon which Lessor makes payment of the purchase price to N/A.
- The Date of Installation for each Item of Equipment requiring installation shall be the earlier of (i) the date such Item of Equipment is installed and operational for purposes of this Schedule at the Equipment Location shown hereon or (ii) 7 days after Lessor has made such Item of Equipment available for immediate delivery to Lessee, except that if the company designated by Lessee to install such Item of Equipment shall notify Lessee that it is unable to install such Item of Equipment due solely to the condition of such Item of Equipment, then the Date of Installation shall be as set forth in subclause (i) herein.

C. COMMENCEMENT DATE:

The Commencement Date shall be the first day of the month following the latest Date of Installation of any Item of Equipment herein.

D. INITIAL LEASE TERM:

The lease term for each Item of Equipment herein shall begin on the Date of Installation of such Item of Equipment and shall continue for 30 months after the Commencement Date (the "Initial Term"). Lessee or Lessor may terminate this Schedule at the end of any full month effective at the expiration of the Initial Term or any extension thereof by giving the other party 90 days prior written notice. If such written notice of termination is not given, then the Initial Term shall be automatically extended thereafter at the same monthly Rent unless and until terminated by either party giving the required 90 days notice. No partial terminations of this Schedule are permitted and no notice of termination may be revoked without prior written consent of the other party.

E. RENT:

As Rent for each Item of Equipment, Lessee shall pay Lessor the sum of (i) the monthly Rent, payable in advance on the Commencement Date and on the first day of each month thereafter during the Initial Term or any extension thereof, and (ii) an amount equal to 1/30th of the monthly Rent for each Item of Equipment times the number of days which have elapsed from the Date of Installation of such Item of Equipment to the Commencement Date, which amount shall be paid on the Commencement Date. Charges for overdue Rent shall equal the lesser of 1 1/2% per month on the overdue Rent balance or the maximum amount allowable by law ("Late Payment Rate").

F. STIPULATED LOSS VALUE:

The Stipulated Loss Value for each Item of Equipment shall be as set forth in Rider No. 1 to the Master Lease Agreement.

G. INCORPORATION:

This Schedule shall be considered a separate and enforceable lease and the terms and conditions of the Master Lease Agreement are hereby incorporated and made a part hereof as if such terms and conditions were fully set forth herein.

FEB 09 1990

DUPLICATE

BOOK 556 PAGE 402

II. SOFTWARE:

In consideration of the Monthly Rents due hereunder, Lessor warrants and represents that upon acceptance by Lessee of the Equipment described in Items 5, 6, and 7 in Section A hereof and upon written direction for Lessee, Lessor shall pay Digital Equipment Corporation the one time license fee for the software programs in an amount not to exceed \$2,822.80. Lessor makes no other warranties whatsoever with respect to the Software

IN WITNESS WHEREOF, the parties hereto have executed this Equipment Schedule to the Master Lease Agreement as of the date first above written

LESSOR:

Chrysler Systems Leasing Inc.

By: Charles A. Dorff, Jr.

Name: Charles A. Dorff, Jr.

Title: Assistant Secretary

LESSEE:

Westinghouse Electric Corporation

By: J. A. Pickett

Name: J. A. Pickett, Manager
(Type or Print)

Title: Computer Systems Acquisition

Lexis Document
PO Box 2969
Springfield, IL 62708

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1
 Identifying File No. **281079**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Mr. Donald G. Nevius
 Address 1055 Rodger's Road, Churchton, Maryland 20733

2. SECURED PARTY

Name South End Garage, Inc.
 Address Rt. 5 P.O. Box 160, Hughesville, Maryland 20637

RECORD FEE 11.00
 POSTAGE .50
 #673800 0777 R03 T11:09
 08/06/70

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

- 1. ~~New~~—M.F. 1045 Tractor.
 SN—41112.
- 2. ~~New~~—M.F. 232 Loader.
 SN—003289.

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

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)
Anne Arundel
40-19005-579484967
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Donald G. Nevius
 (Signature of Debtor)

Donald G. Nevius
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

William A. Bridgott
 (Signature of Secured Party)

South End Garage, Inc.
 Type or Print Above Signature on Above Line

115

281080

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

556 page 404
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. \$173,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$1,211.00.
This financing statement Dated 5-25-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mil-Tech Machine, Inc.
Address 7525 Connely Dr. Hanover, MD 21076

2. SECURED PARTY

Name Orix Credit Alliance, Inc.
Address 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) _____

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

RECORD FEE 17.00
RECORD TAX 1211.00
POSTAGE .50



#673900 CTTT R03 T11:10
06/06/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)
Mil-Tech Machine, Inc.

Thomas J. Dorsey, Pres.
(Signature of Debtor)

THOMAS J. DORSEY, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

Handwritten initials and numbers: 1211 18

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 25th day of May, 1990 by and between

Mil-Tech Machine, Inc., having its principal place of business at

(Name of Mortgagor)

7525 Connely Dr. Hanover, MD 21076

(Address of Mortgagor)

Orix Credit Alliance, Inc.

"Mortgagee";

"Mortgagor", and [If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"). and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

WITNESSETH:

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

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage, Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor 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 Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 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 and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 25, 19 90 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Methods Slant Truning Center	CNC	C2410218084319
One (1)	Fadal Machining Center	4020	8802215
One (1)	Republic 16x60 Lathe		16684090087
Two (2)	Lagun Milling Machine	FTV-2	23002,23003
One (1)	Victor Saw	MH916JA	

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

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

Mil-Tech Machine, Inc.

By: Thomas J. Dwyer, Pres.

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$96,015.17

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 Super Rite Foods, Inc. DBA Basics #43
Address 5602 Ritchie Hwy, Glen Burnie, MD 21225

2. SECURED PARTY

Name NCC Leasing, Inc.
Address 1601 S. Main St., Dayton, OH 45479

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

3. Maturity date of obligation (if any) _____

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

NCR ELECTRONIC DATA PROCESSING EQUIPMENT & BUSINESS MACHINES, AND PROCEEDS, NOW OR HEREAFTER ACQUIRED FROM NCR INCLUDING, WITHOUT LIMITATION, COMPUTERS, COMPUTER PERIPHERALS, RETAIL AND FINANCIAL TERMINALS, ELECTRONIC CASH REGISTERS, AND ELECTRONIC DATA ENTRY AND ACCOUNTING EQUIPMENT

Name and address of Assignee	
RECORD FEE	12.00
RECORD TAX	675.50
POSTAGE	.50
#673910 0777 R03 T11:11	

06/06/90

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)

F033093
F030989
4392CH

(Signature of Debtor)
TEXAS DOCUMENT SERVICES

Type or Print Above Name on Above Line

William Schantzenbach, V.P., Finance
Super Rite Foods, Inc.

Type or Print Above Signature on Above Line

Gayle M. Gyure

(Signature of Secured Party) Gayle M. Gyure, Agent
NCC Leasing, Inc.

Type or Print Above Signature on Above Line

12 675.50 .50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

556 PAGE 417 281082
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 5/02/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SEA COLONY AQUA SPORTS, INC.
Address 836 RITCHIE HIGHWAY SUITE 4, SEVERNA PARK, MD 21146

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P.O. DRAWER 70, Glen Burnie, Maryland 21061

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

3. Maturity date of obligation (if any) MAY 2, 1995

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

COMPUTER EQUIPMENT (SEE ATTACHED LIST)

RECORD FEE 17.00
POSTAGE .50
#673990 CTT7 R03 T11:14
06/06/90



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)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

SEA COLONY AQUA SPORTS, INC.

BY: John W. Kiser
(Signature of Debtor)

JOHN KISER,
Type or Print Above Name on Above Line

BY: Linda M. Kiser
(Signature of Debtor)

LINDA KISER,
Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

X Lois Myers
(Signature of Secured Party)

LOIS MYERS, BRANCH MANAGER
Type or Print Above Signature on Above Line

17 . 00

HELLEMS ASSOCIATES, INC. 556 PAGE 410

836 Ritchie Highway, P.O. Box 966, Severna Park, Maryland 21146
Balt 301-647-6470/Wash 301-261-1944

System Proposal for Sea Colony

Background Information: Sea Colony has expressed a need to install a multi-user system to facilitate the normal flow of business operations. To this extent, Hellems Associates Inc. (HAI) proposes the following equipment & services.

The server:	Data Star 386/25, SP, KB	\$ 1570
	4mg Ram	324
	1.2mb & 1.44mb Diskette Drives	95
	Arcnet Card	200
	Monochrome 14" Monitor & Card	185
	Tower Case w/Muffin Fan	175
	APC 520ES, Card, Cable, UPS	546
	Imprimis Wren V, 337mb, 10.7 ms SCSI	2495
	Future Domain TMC-885	175
	Total	5765

Workstations 1 & 2	Data Star 286/12, SP, KB, 1mg	735
	1.2mb & 1.44mb Diskette Drive	95
	Seagate 138N-1, 32.2 mb, SCSI	395
	Future Domain TMC-885, SCSI Controller	175
	Arcnet Cards	200
	Small Case	
	14" Monochrome Monitor & Card	185
	Subtotal	1785
	Total	3570

Workstation 3	Data Star 286/12, SP, KB, 1mg	735
	1.2mb & 1.44mb Diskette Drives	95
	Seagate 296N, 84.9 mb, SCSI	525
	Future Domain TMC-885	175
	QFA-500, 500mb Internal Tape Backup	1065
	Hayes Compatible 2400B Internal Modem	135
	14" Monochrome Monitor & Card	185
	Total	2915

Software:	Novell BLS II	1495.00
	MS-DOS 3.3	85.00
	Total	1580.00

Additional Hardware	DC-600XL, 250mb, Tape Cartridge 6x45	270
	Arcnet Card for Clone	200
	Cables & Accessories	200
	Okidata 182 Turbo, Serial 2 at 349.	698
	Okidata 391	699
(2) Indiana Cash Drawers EL-4	2x 399 -	798
		<u>2867.00</u>

Server	5765.00
Workstation 1, & 2	<u>3570.00</u>
Workstation 3	<u>2915.00</u>
Software	<u>1580.00</u>
Additional Hardware	<u>2867.00</u>

System Price	16,697.00
Tax	<u>834.85</u>
Subtotal	<u>17,531.85</u>
Shipping and Handling	<u>115.00</u>
Installation & Configuration	<u>500.00</u>
Total	<u>18,146.85</u>

Conditions and Special Considerations

- 1) Hellems Associates will configure and install above hardware, install the Novell operating system, and test said equipment.
- 2) Customer must make available time during normal business hours.
- 3) Equipment is covered by a 90-day on-site warranty, 1 yr. parts & labor depot service. All manufacturer's warranties are passed on to the customer.

556 PAGE 412

HELLEMS ASSOCIATES, INC.

836 Ritchie Highway, P.O. Box 966, Severna Park, Maryland 21146
Ball 301-647-6470/Wash 301-261-1944

March 7, 1990

Sea Colony Aqua Sports
836 Ritchie Hwy Suite 4
Severna Park, MD 21146

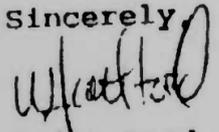
Re: Proposal/Finances

Hellems Associates proposes the following conditions for payment.

Total Price	<u>18,146.85</u>
25% Deposit	<u>4,536.72</u>
25% COD	<u>4,536.72</u>
Net 15	<u>9,073.41</u>

Thank you for your time and interest.

Sincerely,



Scott Lord
Account Manager

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ⁵⁵⁶ ~~STATEMENT~~ ⁴¹³ ~~FORM~~ UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259114

RECORDED IN LIBER 491 FOLIO 286 ON November 7, 1985 (DATE)

1. DEBTOR

Name BARRY D. LYON
Address 3306 Labyrinth Road, Baltimore, Md. 21215

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



RECORD FEE 10.00
POSTAGE .50
#674000 0777 R03 T11:15
06/06/90
H. ERLE SCHAFER
HA CO. CIRCUIT COURT

Dated May 30, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.
Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President
Type or Print Above Name on Above Line

15.5

A. A. CO.
#72000005

MARYLAND FINANCING STATEMENT

12.50

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

BOOK 556 PAGE 414

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

1. LESSEE James E. Ransom T/A C-Plus Convenience Store
(Name or Names)
8610 Washington Boulevard, Suite 102, Jessup, Maryland 20794

LESSEE _____ CFSL 3950
(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 _____
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Name or Names)
(Address)

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

See Attached Schedule A.

RECORD FEE 12.00

POSTAGE .50

(M2)

#674010 0777 R03 T11:15

06/06/90

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

AA CO. CIRCUIT COURT

LESSEE James E. Ransom T/A C-Plus Convenience Store LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: James E. Ransom owner (Title) By: Donald A. Lounsbury Credit Manager (Title)

(Type or print name of person signing) (Type or print name of person signing)

By: _____ Return to: Chesapeake Industrial Leasing Co., Inc.
(Title) 9506 Harford Road
Baltimore, MD 21234

(Type or print name of person signing)

12-8

Attached to and made a part hereof Equipment Lease No. CFSL 3950
dated March 23, 1990.

556 PAGE 415

<u>Quantity</u>	<u>Description</u>
4	Each 42" Germara (Plymold) booths
2	Each 24" German (Plymold) booths
1	#F-94 Plymold Trash Receptacle
1	#TSSU-12 True Sandwich Unit w/casters
1	Lot Epoxy Wall Mount Shelving Per Drawing Item #28
1	700 Watt Sharp Microwave Oven
1	Server Products Chile Dispenser w/Spout Heater
1	Server Products Nacho Cheese Dispenser w/Spout Heater
1	#6700 Server Products Condiment Dispenser
1	30" X 36" S/S Work Table w/Legs, Undershelf & Drawer
1	30" X 72" S/S Work Table w/Cross Bracing
1	30" X 60" Work Table w/Galv. Undershelf & Backsplash
1	20 Pan, Bun Pan Rack w/10 18" X 26" Pans
1	32 oz. Portion Central Scale
1	Lot of Millwork Counters per Ottenhiemers Layout Drawing #A 4592, Consisting of items 7,11,50 & 55 only

Approved and agreed to this 23rd day of March, 1990

Lessee: James E. Ransom
T/A C-Plus Convenience Store Lessor: Chesapeake Industrial Leasing Co., Inc

By: James E. Ransom By: Harold A. Ransburg



Financing Statement

~~(Continuation - Termination - Assignment - Partial Release - Amendment)~~

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

Record: Land } Liber 501 Folio 566 File # 263376
 Financing Statement }
Recorded at A.A. County Date of Financing Statement Aug 20, 1986

Name Address
1. Debtor(s) (or assignor(s)) No. Street City State
Donald A. & Linda C. Hooker 8201 Corporate Drive, Suite 950, Landover, MD 20785
4317 Owensbrook Court, West River, MD 20778

2. Secured Party
Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

Check The Lines Which Apply

- 3. A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer ~~owns~~ security interest under the Financing Statement bearing the File Number shown above.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below. Secured Party's rights under the financing statement bearing the File Number shown above.
- D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
- E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)
- F.

RECORD FEE 10.00
#5705V 5777 R03 T11:1B
06/06/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ _____ has been incurred, and that recordation tax in the amount of \$ _____ was paid to _____ on or about _____.

Debtor(s)

(Date)

Secured Party:
Sovran Bank/Maryland

By: Betty L. Talbott
Betty L. Talbott
(Type Name)
Commercial Loan Operations Officer
(Title)

White - Filing Officer's Copy

Canary - Debtor's Copy

Pink - Bank's Copy

10

SCHEDULE A

(Leased Equipment)

BOOK 501 PAGE 567

Inventory DESCRIPTION:

BOOK 556 PAGE 417

- One (1) 5360 A12 to B23 upgrade to IBM System 36 Computer
- One (1) 5360 Feature 4900
- Four (4) 5291-200 CRT, Serial Nos. OW3162, OW3227, OW3231 & OW3245
- One (1) 5364-002 System Unit, Serial #18995
- One (1) PC/XT, Model #5160089, Serial No. 04004071
Including:
 - Monochrome Display
 - Display Printer Adapter
 - Bisync Adapter
 - Comm. Cable
- One (1) Quietwriter, Model 2, Printer, Serial No. 4033602
Including:
 - Parallel Cable
 - Sheet Feed
- One (1) IBM 4683-001 Point-of-Sale Terminal
- One (1) IBM PC/AT 5170-839 Store Controller

Together with all parts, accessories, additions, substitutions, replacements, alterations, options and accessions thereto and all property or equipment used in connection with any of the above.

All of the Debtor's right, title and interest in and to the Lease Agreement between the Debtor and

Advanced Distribution Systems, Inc.

dated _____, together with any and all of the Debtor's rights of reversion and rights to rent or other payments in or under the said lease agreement and all other leases or rental agreements between the Debtor and third parties to which the Debtor is now a party or may hereafter be a party, relating to the lease or rental of any of the equipment or other items of property described above or hereafter acquired by the Debtor; all guaranties or other agreements or property securing or relating to any of the items referred to above; computer tapes, programs, discs, software and other material or documents relating to the recording, billing or analyzing of any of the leases or payments thereunder.

limited to Secured Party

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 1713 West Street
 Attention: Lisa Edwards Annapolis, Md. 21401
 (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 Estate)," 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 43T Hull #126.

Debtor: Hans Christian Yachts, Inc.

Secured Party: Maryland National Bank

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

By: [Signature] (Seal)
Type name and title Mary-Paul Hermance

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

By: _____ (Seal)
Type name and title Asst. Vice President

MARYLAND NATIONAL BANK

207-95 REV. 7/88

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

[Handwritten Signature]

556 419

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

1. Debtor(s) (Last Name First) and address(es)
Trans-American Leasing Corp.
The Steffey Building
Suite 200 B
Crain Hwy
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Assignee:
Baltimore Federal Financial, FSA
in Receivership
P. O. Box 116
Baltimore, MD 21203

3. Maturity date (if any): EMC 8
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
4674170 0777 R03 T11:01
06/06/90

LIBER 487 FOLIO 429
4. This statement refers to original Financing Statement bearing File No. 257673
Filed with Anne Arundel County Date Filed July 30 19 85

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

No. of additional Sheets presented:

Assignee: Baltimore Federal Financial, FSA
in Receivership

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

By: Stephen B. Clyburn, Liquidator in charge
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

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. 270178

RECORDED IN LIBER 518 FOLIO 663 ON October 14, 1987 (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

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
#674100-0777 R03 711:21
06/06/90

H. ENLE SCHAFER
AA CO. CIRCUIT COURT

Dated May 4, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President
Type or Print Above Name on Above Line

1318
AA Co
COAST. SHT MTL

10550

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

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

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

This financing statement Dated 5/30/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Capital Graphics, Inc.
 Address 2242 Bay Ridge Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name Atlantic Industrial Credit Corporation
 Address 8019 Belair Road, Suite 2, Baltimore, MD 21236

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

3. Maturity date of obligation (if any) _____

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

- One - A.B. Dick 1-9855S Swing-A-Way Color Head S/N 902057MMD
- One - A.B. Dick 9810 Offset Press Model XCS

Name and address of Assignee
H. ERLE SCHAFER
 Harbor Federal Savings & Loan Association
 P.O. Box 12309
 Baltimore, MD 21281-1309

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)

Theodore A. Bucolo
 (Signature of Debtor)

Theodore A. Bucolo
 Type or Print Above Name on Above Line

 (Signature of Debtor)

Type or Print Above Signature on Above Line

John O. Barcase
 (Signature of Secured Party)

JOHN O. BARCASE
 Type or Print Above Signature on Above Line

11.50

RECORD FEE 11.00
 POSTAGE .50
 #674230 0777 1003 111:24
 06/06/90



FINANCING STATEMENT

NOT SUBJECT TO RECORDATION TAX:

NAME OF DEBTOR

Bert Spriggs Motor Sales Inc.

ADDRESS

1013 West Street
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST COMPANY

ADDRESS: 1824 George Avenue
ANNAPOLIS, MARYLAND

RECORD FEE 11.00

POSTAGE .50

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

0674330 0777 R03 F11:34
06/06/90

H. ERLE SCHAFER

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

AA CO. CIRCUIT COURT

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

3. X Proceeds of the collateral are also specifically covered
Products

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

DEBTOR (OR ASSIGNOR)

Bert Spriggs Motor Sales Inc.

BY:

BY:

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST CO.

BY

TITLE

Handwritten initials/signature

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 556 PAGE 423
Identifying File No. 15857-281087

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3109.64

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

This financing statement Dated 5/29/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDMOND C. & TONI LEMIRE
Address 2816 MOCKINGBIRD CT. ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNIE, MD. 21061

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

3. Maturity date of obligation (if any)

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

RECORD FEE 12.00

RECORD TAX 24.50

POSTAGE .50

M674460 0777 R03 T11:42

06/06/90

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"



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)

Edmond C. Lemire
(Signature of Debtor)

EDMOND C. LEMIRE

Type or Print Above Name on Above Line

Toni Lemire
(Signature of Debtor)

TONI LEMIRE

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.

GINA JORDAN ADMIN. ASST.

Type or Print Above Signature on Above Line

12
24.50
.8

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15936 281088

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 392528

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

This financing statement Dated 5/16/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CAROLE M. ATCHISON
Address 992 SPA RD 301, ANNAPOLIS, MD 21403

2. SECURED PARTY

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

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

RECORD FEE 11.00

RECORD TAX 28.00

POSTAGE .50

3. Maturity date of obligation (if any)

#274470 0777 R03 711:45

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

06/06/90

"CERTAIN CONSUMER PERSONAL PROPERTY AND OTHER HOUSEHOLD GOODS" SEARS BICYCLE, EXERCISE BIKE, CANNON CAMERA, RCA 19" TV, DIAMOND EARRINGS, RUBY? AMETHYST RING

Name and Address of Assignee H. ERLE SCHAFER



CO. CIRCUIT COURT

2nd LIEN 88 FORD TEMPO VIN# 1FAPP31X3JK118269

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)

Handwritten signature of Carole M. Atchison

(Signature of Debtor)

CAROLE M. ATCHISON

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Monique J. Herzberger

(Signature of Secured Party)

MONIQUE J. HERZBERGER, ADMIN ASST

Type or Print Above Signature on Above Line

Handwritten numbers 28 52

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15899

281089

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$2647.95

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

This financing statement Dated May 2, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kerry + Batasha Muchison
Address 7202-B Eubanks Loop Ft. Meade, Md 20755

2. SECURED PARTY

Name Avco Financial Services
Address 7164 D E. Furnace Branch RD. Glen Burnie, Md 21061

RECORD FEE 12.00

RECORD TAX 21.00

STAMP .50

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

#674480 0777 R03 T11446

06/06/90

3. Maturity date of obligation (if any)

H. ERLE SCHAFER

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

AA CD. CIRCUIT COURT

Name and address of Assignee

Exercise Equipment, Mower, (2) TV, VCR, Stereo Equipment, Drill, Camera Lens

CHECK THE LINES WHICH APPLY

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

Name: Kerry Muchison

Signature of Debtor: Batasha A. Muchison

Name: Batasha Muchison

Signature of Secured Party: Gene Long

Name: Gene Long Asst Mgr.

Handwritten numbers: 12 21 - 8

STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1 : 2001 556 PAGE 426 Identifying File No. 15915281090

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2956.71

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

This financing statement Dated 5/04/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDWARD G. & JOYCE LOTT
 Address 1062 6th ST. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address P.O. BOX 997

GLEN BURANIE, MD. 21061
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

Name and address of Assignee

RECORD FEE 12.00
 RECORD TAX 21.00
 POSTAGE .50

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"



#674490 CITY 103 711:47
 05/06/90

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
 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)

Edward G. Lott Jr.
 (Signature of Debtor)

EDWARD G. LOTT JR.
 Type or Print Above Name on Above Line

Joyce Ann Lott
 (Signature of Debtor)

JOYCE LOTT
 Type or Print Above Signature on Above Line

Gina Jordan
 (Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
 Type or Print Above Signature on Above Line

1221.8

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15883

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 281091

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4995.81

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

This financing statement Dated 4-24-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CESAR G PEREZ
Address 1951 HUNTOVER DRIVE
ODENTON MARYLAND 21113

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address 7164 D EAST FURNACE BRANCH ROAD PO BBOX 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) 4-24-90

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

Bicycle
Canon Camera
Zenith Color TV
Emerson VCR

Name and address of Assignee

RECORD FEE 11.00

RECORD TAX 35.00

POSTAGE .50

#674500 0777 R03 T11:47

06/06/90

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)

H. ERLE SCHAFER
CIRCUIT COURT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CESAR G PEREZ (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MARY BRYANT ASST MGR (Signature of Secured Party)

Type or Print Above Signature on Above Line

11
35.8

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 556 PAGE 428
Identifying File No. 281092

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2150.06

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

This financing statement Dated 05/18/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARTIN G. HOWARD
Address 27 MADERY RD. SEVERNA PARK, MD. 21146

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNIE, MD. 21061

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00

RECORD TAX 17.50

POSTAGE .50

#674510 0777 R03 T11:48

06/06/90

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)

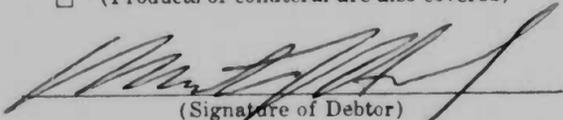
H. ERLE SCHAFER

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)

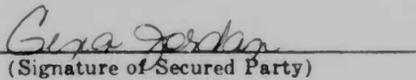

(Signature of Debtor)

MARTIN G. HOWARD

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

11 17.50 8

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>RECORDED 111 10.00 INDEXED 50 MAY 21 1990 MERCANTILE MORTGAGE CORPORATION</p>

BEING KNOWN AND DESIGNATED as Lot No. 37-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: 5/21/90

MERCANTILE MORTGAGE CORPORATION
W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Paul A. Hunt, V.P.

100/8
Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(028-90)

To be recorded in the Financing Statement Records of Anne Arundel County and at the Maryland State Department of Assessments and Taxation.

180413

FINANCING STATEMENT

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

281093

1. Name of Debtor(s): Tri Leasing Corporation
Address: 6A Village Green
Crofton, Maryland 21114

BOOK 556 PAGE 430

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~2001 Davidsonville Rd., Second Floor~~
~~Crofton, Maryland 21114~~
XXXXXXXXXXXXXXXXXXXX

2001 Davidsonville Rd., Second Floor
Crofton, Maryland 21114

3. This Financing Statement covers the following types (or items) of property:
All leases of Debtor, whether now owned or hereafter acquired; together with all accessions, accessories, attachments, parts, equipment, repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

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

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

RECORD FEE 11.00
POSTAGE .50
#793750 0237 R02 T12:15
06/06/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

EW

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Tri Leasing Corporation

Duncan MacLean
.....
Duncan MacLean, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Donald D. Howard*
.....
Donald D. Howard, 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)

1100
30

The appropriate amount of recordation tax has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recordation of a Deed of Trust from Debtor of even date herewith

BOOK 556 PAGE 431

281094

<input checked="" type="checkbox"/> TO BE	) RECORDED	<input type="checkbox"/> SUBJECT TO	)	RECORDING TAX
	) IN THE		)	ON PRINCIPAL
<input type="checkbox"/> NOT TO BE	) FINANCING	<input checked="" type="checkbox"/> NOT SUBJECT TO	)	AMOUNT OF
	STATEMENT			\$ 88,000.00

RECORDS OF ANNE ARUNDEL COUNTY
FINANCING STATEMENT

BAY STATE DEVELOPMENT CORP.
Name or Names-Print or Type

1. Debtor(s): 2 Evergreen Road, Severna Park, Maryland 21146
Address-Street No., City-County State Zip Code

Name or Names-Print or Type

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

2. Secured Party: EASTERN SAVINGS BANK, FSB
Name or Names-Print or Type
Executive Plaza Two, Suite 200, 11350 McCormick Road
Hunt Valley, Maryland 21031
Address-Street No., City-County State Zip Code

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

See Exhibit "B"

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

See Exhibit "A"

5. If collateral is crops, describe real estate.

T.W.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): BAY STATE DEVELOPMENT CORP.

By: Richard E. Nash, Jr. , President

Type or Print

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

Regina Lee
Eastern Savings Bank, fsb
11350 McCormick Road
Executive Plaza Two, Suite 200
Hunt Valley, Maryland 21031

13

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Nos. Thirty (30),
Thirty-one (31), and Thirty-two (32) in Block R on the
Plat of Marley Park Beach, which plat is recorded among
the Plat Records of Anne Arundel County in Plat Book
W.N.W. No. 2, folio 11, now recorded in Plat Cabinet 1,
Rod E, Plat 11, now Plat Book 2, folio 19.

a. The interest of Debtor in all building materials, and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

e. The interest of Debtor in all plats, drawings, architectural plans, engineering studies, contracts, agreements, licenses, permits, approvals or other tangibles (to the extent that the same may now or at any time hereafter exist) pertaining to the development of the Property.

The appropriate amount of recordation tax has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recordation of a Deed of Trust from Debtor of even date herewith

281095

556 PAGE 434

X TO BE) RECORDED ___ SUBJECT TO) RECORDING TAX
) IN THE) ON PRINCIPAL
___ NOT TO BE) FINANCING X NOT SUBJECT TO) AMOUNT OF
STATEMENT \$ 84,000.00
RECORDS OF ANNE ARUNDEL COUNTY
FINANCING STATEMENT

BAY STATE DEVELOPMENT CORP.
Name or Names-Print or Type

1. Debtor(s): 2 Evergreen Road, Severna Park, Maryland 21146
Address-Street No., City-County State Zip Code

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

2. Secured Party: EASTERN SAVINGS BANK, FSB
Name or Names-Print or Type
Executive Plaza Two, Suite 200, 11350 McCormick Road
Hunt Valley, Maryland 21031
Address-Street No., City-County State Zip Code

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

See Exhibit "B"

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

See Exhibit "A"

5. If collateral is crops, describe real estate.

6. Proceeds of collateral X are ___ are not covered.

7. Products of collateral ___ are X are not covered

DEBTOR(S): BAY STATE DEVELOPMENT CORP.

By: [Signature]
Richard E. Nash, Jr. , President

Type or Print

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

Regina Lee
Eastern Savings Bank, fsb
11350 McCormick Road
Executive Plaza Two, Suite 200
Hunt Valley, Maryland 21031

13
2

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

e. The interest of Debtor in all plats, drawings, architectural plans, engineering studies, contracts, agreements, licenses, permits, approvals or other tangibles (to the extent that the same may now or at any time hereafter exist) pertaining to the development of the Property.

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots #27 and #28 of Section 84 on the Plat of Green Haven recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book W & W #1, folio 346, now Plat Book 15, folio 7.

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING
FILE NO. 272441

RECORDED IN BOOK 525 PAGE 405 ON APRIL 15, 1988

1. DEBTOR

NAME: W.F. UTZ CONSTRUCTION COMPANY, INC.

ADDRESS: _____

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.)

LOT NOS. 92 AND 146 AS SHOWN ON PLATS ENTITLED, "PLAT ONE,
TWO AND THREE OF HARBOR VALLEY ESTATES," WHICH PLATS ARE
RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN
PLAT BOOK 98, PAGES 48, 49 AND 50.

(Signature of Debtor)

Thomas B Frame
(Signature of Secured Party)

Printed Name

THOMAS B. FRAME
Type or print above name on
above line

Date May 15, 1990

UTZ.2UCC

10

556 438

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. 272578 recorded in
Liber 526, Folio 185 on April 28, 1988 (Date).

1. DEBTOR(S):

Name(s) WEEMS CREEK MEDICAL ASSOCIATES
c/o Peter Schilder, MD
Address(es) 25 Shaw Street, Annapolis, MD 21401

2. SECURED PARTY:

Name SECOND NATIONAL FEDERAL SAVINGS BANK
Address P.O. BOX 2558, Salisbury, MD 21801

Person and Address to whom Statement is to be returned if different from above.
DAVID S. BRUCE, ESQ., 121 Cathedral Street, Annapolis, MD 21401

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

SECOND NATIONAL FEDERAL SAVINGS BANK

By Marion J. Minker, Jr.
Marion J. Minker, Jr., Executive 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.

MR. CLERK:
PLEASE RETURN TO:

BLUMENTHAL, WAYSON, DOWNS &
OFFUTT, PA
P. O. BOX 868
ANNAPOLIS, MD 21404-0868
ATTN: DAVID S. BRUCE, ESQUIRE

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

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. 272578 recorded in
Liber 526, Folio 185 on April 28, 1988 (Date).

1. DEBTOR(S):
 Name(s) WEEMS CREEK MEDICAL ASSOCIATES
 Address(es) c/o Peter Schilder, MD
 25 Shaw Street, Annapolis, MD 21401

2. SECURED PARTY:
 Name SECOND NATIONAL FEDERAL SAVINGS BANK
 Address P.O. BOX 2558, Salisbury, MD 21801

Person and Address to whom Statement is to be returned if different from above.
 DAVID S. BRUCE, ESQ., 121 Cathedral Street, Annapolis, MD 21401

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
 SECOND NATIONAL FEDERAL SAVINGS BANK
 By 
 Marion J. Minker, Jr., Executive 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.

MR. CLERK:
 PLEASE RETURN TO:
 BLUMENTHAL, WAYSON, DOWNS &
 OFFUTT, PA
 P. O. BOX 868
 ANNAPOLIS, MD 21404-0868
 ATTN: DAVID S. BRUCE, ESQUIRE

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

This statement refers to original Financing Statement, identifying File No. 265682, Recorded in Liber 507 at Folio 231 on January 21, 1987

1. Debtor's Name and Address:
Gernot H. Winkler and
Gertraude Winkler, his wife
312 Severn Avenue, Unit E-309
Annapolis, Maryland 21403

2. SECURED PARTY'S NAME & ADDRESS:
JOHN HANSON SAVINGS BANK, FSB
11700 BELTSVILLE DR.
BELTSVILLE, MARYLAND 20705

3. Person and address to whom statement is to be returned if different from above:

4. Maturity date of obligation, if any

5. Statement of:

Continuation. The original Financing Statement between the foregoing Debtor and Secured Party, referred to above is still in effect.

Termination. The Secured Party certifies that he no longer claims a security interest under the Financing Statement referred to above.

Partial Release. From the collateral described in the Financing Statement referred to above; the Secured Party releases the following (listed below).

Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the Financing Statement referred to above in the following property:

Other:
ALL that property described in the above referenced financing statement.

Date:

May 3 1990

John Hanson Savings Bank FSB

Deborah S. Mace
Deborah S. Mace, VP

1050

RECORD FILE
POSTAGE
GX
H. FILE SEARCH
AN AN-1-10001-10001

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. **281098**

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

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

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

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

RECORD FEE 11.00
POSTAGE .50
#794530 0237 R02 T11:21
06/07/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. DEBTOR

Name Colsa, Inc.
Address 6726 Odyssey Drive, Huntsville, Alabama 35806

2. SECURED PARTY

Name ABN Bank
Address One Ravinia Drive, Suite 1200
Atlanta, Georgia 30346-2103

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

3. Maturity date of obligation (if any) _____

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

All of Debtor's now owned and existing and hereafter acquired accounts, inventory, ~~equipment, fixtures, 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 Assignee

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

RETURN TO:

LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

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

(Signature of Debtor)
Colsa, Inc.
Type or Print Above Name on Above Line
Francisco J Collazo president

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

F034852-1734MC
W. Pat Fischer-V.P. Larry K. Kelley V.P.
[Signature]
(Signature of Secured Party)
ABN Bank
Type or Print Above Signature on Above Line

1100

EXHIBIT A
TO UCC FINANCING STATEMENT
SHOWING
COLSA, INC. AS DEBTOR
AND
ABN BANK AS SECURED PARTY

BOOK 556 PAGE 441

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

FR
WJ
ND

STATE OF MARYLAND
FORM UCC-1
FINANCING STATEMENT

Identifying File No. **281079**

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

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

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

This financing statement Dated June 6, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

NOT SUBJECT TO RECORDATION TAX

1. DEBTOR

Name Benfield Service Center, Inc. t/a Benfield Service Center
Address 317 Route #3 North & Old Benfield Road, Millersville, MD 21108

2. SECURED PARTY

Name Allied Financial Corporation
Address 1666 K Street, NW #901, Washington, D.C. 20006

ATTN: Suzanne M. King
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 1, 2000

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

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

Name and address of Assignee

RECORD FEE CKI 26.00
POSTAGE .50
TOTAL \$26.50

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)

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

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

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

BENFIELD SERVICE CENTER, INC. T/A BENFIELD SERVICE CENTER



[Signature]
(Signature of Debtor)

K. Dale Williams, Jr., President
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Michael J. Ditch, Secretary
Type or Print Above Signature on Above Line

ALLIED FINANCIAL CORPORATION
[Signature]
(Signature of Secured Party)

Dianna L. Seaborn, AVP
Type or Print Above Signature on Above Line

26
CB

556 443

PARCEL "A"

MEEKS AND ASSOCIATES, INC.
P.O. BOX 905
SEVERN, MD 21144
(301) 969-9319

Description of
Parcel 475
Tax Map 22, Block 24

Beginning at a point at the end of the third or N 37°20' E, 146.5 feet line, which by Deed dated June 15, 1987, by and between Charles M. Cahn, Jr., and Eugene H. Schreiber, et al, and K. Dale Williams, Jr., and Tina E. Williams, and Michael J. Ditch and Deborah A. Ditch, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4395 Page 67, said point also being shown as point "6" on a plat dated May, 1989, of "Benfield Service Center", prepared by RLS Design Group, and recorded among said Land Records in Plat Book 125 at Page 50, thence, leaving said third line and running and binding on part of the fourth or S 27°07' E, 315.2 feet line of said Deed, with meridian referred to said Plat 125/50

1) S 29°14'03" E, 170.00 feet to point 13 as shown of aforesaid Plat 125/50, thence leaving aforesaid fourth line and running and binding on the lines of said Plat 125/50 the following (6) six courses and distances, Viz:

2) S 09°15'48" W, 286.38 feet to point 14, as shown on said Plat 125/50, thence

3) S 05°38'55" E, 244.01 feet to point 11, as shown on said Plat 125/50, said point also being on the northerly right-of-way line Benfield Road, thence running and binding with said right-of-way

4) N 67°57'00" W, 128.43 feet to point 10, as shown on said Plat 125/50, said point being at the beginning the fillet between Benfield Road and Northbound Lane Crain Highway, thence leaving Benfield Road and running and binding on said fillet

5) N 26°48'00" W, 187.77 feet to point 9, as shown on said Plat 125/50, said point being on the easterly right-of way line of aforesaid Crain Highway, thence leaving aforesaid fillet and running and binding on said easterly right-of-way line of Crain Highway

6) with a curve to the left, having a radius of 2490.00 feet, an arc length of 363.75 feet, subtended by a chord bearing and chord distance of N 11°16'40" E, 363.43 feet, to point 7, as shown on said Plat 125/50, said point also being on the aforesaid third or N 37°20' E 146.5 feet line of Deed 4395/67, thence leaving aforesaid easterly right-of-way line of Crain Highway and running and binding on part of said third line

7) N 35°12'28" E, 124.33 feet to the point of beginning.

Containing 2.112 acres or 92,000 square feet of land, more or less.

Being a part of the lands, which by Deed dated June 15, 1987, by and between Charles M. Cahn, Jr., and Eugene H. Schreiber, Successor Co-Residuary Trustees of the Residual Trust Shares created in the Last Will and Testament of David J. Gitomer, deceased, per appointment in case no. 85101042 in the Circuit Court of Baltimore City, following the death of Paul C. Wolman, Jr., Trustee, of the first part, and K. Dale Williams, Jr., and Tina E. Williams, and Michael J. Ditch and Deborah A Ditch, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4395 at Page 67.

PARCEL "B"

MEEKS AND ASSOCIATES, INC.
P.O. BOX 905
SEVERN, MD 21144
(301) 969-9319

Description of
Parcel 330
Tax Map 22, Block 24

Beginning at a point at the end of the fourth or S 27°07' E, 315.2 feet line, which by Deed dated June 15, 1987, by and between Charles M. Cahn, Jr., and Eugene H. Schreiber, et al, and K. Dale Williams, Jr., and Tina E. Williams, and Michael J. Ditch and Deborah A. Ditch, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4395 Page 67, said point also being shown as point "5" on a plat dated May, 1989, of "Benfield Service Center", prepared by RLS Design Group, and recorded among said Land Records in Plat Book 125 at Page 50, thence, leaving said fourth line and running and binding on the fifth or S 86°02' E, 255 feet line of said Deed, with meridian referred to said Plat 125/50

- 1) S 87°55'05" E, 244.99 feet to point 4 as shown of afcresaid Plat 125/50, thence leaving aforesaid fifth line and running and binding on the lines of said Plat 125/50 the following (7) seven courses and distances, Viz:
- 2) S 05°38'55" E, 307.09 feet to point 3, as shown on said Plat 125/50, thence
- 3) S 08°38'55" E, 298.62 feet to point 2, as shown on said Plat 125/50, said point also being on the northerly right-of-way line Benfield Road, thence running and binding with said right-of-way the following two courses and distances, viz:
- 4) N 67°16'54" W, 461.74 feet to point 1, as shown on said Plat 125/50, thence,
- 5) N 21°53'20" E, 35.01 feet to point 11, as shown on said Plat 125/50, thence leaving aforesaid right-of-way

6) N 05°38'55" W, 244.01 feet to point 14, as shown on said Plat, thence

7) N 09°15'48" E, 286.38 feet to point 13, as shown on said Plat, said point also being on the aforesaid fourth or S 27°07' E, 315.2 feet line, thence running and binding on part of said fourth line

8) S 29°14'03" E, 145.02 feet to the point of beginning.

Containing 4.592 acres or 200,034 square feet of land, more or less.

Subject to an existing cemetery along the above described first or S 87°55'05" E, 244.99 feet line.

Also subject to a 15 foot widening strip along the above described fourth or N 67°16'54" W, 461.74 feet line, containing 0.157 acres or 6859 square feet of land, more or less.

Being a part of the lands, which by Deed dated June 15, 1987, by and between Charles M. Cahn, Jr., and Eugene H. Schreiber, Successor Co-Residuary Trustees of the Residual Trust Shares created in the Last Will and Testament of David J. Gitomer, deceased, per appointment in case no. 85101042 in the Circuit Court of Baltimore City, following the death of Paul C. Wolman, Jr., Trustee, of the first part, and K. Dale Williams, Jr., and Tina E. Williams, and Michael J. Ditch and Deborah A Ditch, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4395 at Page 67.

BENFIELD SERVICE CENTER EQUIPMENT LIST

2	2-ton floor jacks	\$ 400.00
1	2-ton air bumper jack	700.00
2	5-ton inground hydraulic lift	8,000.00
1	7500 lb. above ground hyd. lift	3,500.00
2	battery chargers	240.00
2	hydraulic presses	400.00
1	parts washer	300.00
1	radiator test tank w/accessories	500.00
1	engine hoist	300.00
2	transmission jacks	800.00
1	engine stand	75.00
1	disc brake lathe	2,500.00
1	drum lathe	1,500.00
3	pair jack stands	150.00
1	ac/dc welder	700.00
1	mig welder	2,000.00
1	headlight aligner	750.00
1	computer wheel balancer	2,500.00
1	bubble balancer	70.00
1	tire changer	2,300.00
1	engine analyzer	6,000.00
1	set acetylene torches	250.00
1	bench grinder	80.00
1	bench vise	40.00
1	5-gallon calibration can	150.00
1	gear oil pump	70.00
1	transmission fluid pump	120.00
	Apple II plus computer system	1,900.00
	Executone phone system	4,800.00
	Misc. hand tools	<u>2,000.00</u>
	TOTAL	\$ 43,095.00

Please note that this list does not cover building and fixtures or tanks and pumps. This information has already been provided.

FINANCING STATEMENT

PROMISSORY NOTE

281100

BOOK 556 PAGE 448

February 28, 1989

For equipment received as described in Attachment 1, the undersigned, Judy Marie Mills, promises to pay to the order of DEBORAH ANN STRAUB, the sum of NINE THOUSAND ONE HUNDRED SIXTY ONE DOLLARS AND 25 CENTS (\$9,161.25) together with interest at the rate of ten percent (10%) per annum on the unpaid balance until paid, principal and interest payable as shown in Attachment 2. Payments received ten (10) days after due date are subject to a \$5.00 late charge. This note is secured by the Equipment described in Attachment 1.

Judy Marie Mills 2/27/89
JUDY MARIE MILLS date
DECTOR

Deborah Ann Straub Feb 27, 1989
DEBORAH ANN STRAUB date
Secured PARTY

Chris Bell
WITNESS

RECORD FEE 11.00
RECORD TAX 36.50
POSTAGE .00

CK

158720 0375 702 111110
02/07/89

11-
66 SV
50

ATTACHMENT 1

EQUIPMENT LIST

PAGE 556 PAGE 449

20 Q MIXER	450.00	MODEL 1177905-D SERIAL# 05
JORDEN FREEZER	2,000.00	SERIAL # 16936587D
(2) 6'3 DRY CASES	1,275.00	#887553/#887544
(2) COLUMBUS BRD CSE	680.00	#A11379/#A11377
(2) SCHMIDT REF CASE	2,250.00	HIGH:BC6-A/40549 LOW:73747
BAKERS SCALE	75.00	JACOB'S BROS NO2
TOLEDO COOKIE SCALE	50.00	MODEL 3111 SERIAL#1393922 ITF
67 ALUM PANS 18X26	150.75	-
WOOD TABLE 8' EAGLE	250.00	MT3096B
3 PAN DOLLIES	150.00	-
3 ING BINS	300.00	WILDER 322300030/216SW/PIGNF
10 PAN EXTEND	100.00	-
7 MUFFIN TINS	200.00	-
58 PLASTIC PANS	130.50	-
2 DECK OVEN	800.00	MODEL221V18/SERIAL#4399
4 DEPT CASH REG	300.00	PSK140N SERIAL#NT40198
TOTAL	9,161.25	

ATTACHMENT 2

LOAN AMORTIZATION
DEBORAH ANN STRAUB

ASSUMPTIONS

Total Note	9,161.25
Down Payment 2/28/89	1,500.00
Payment Due 3/30/89	500.00
Amount to be Financed	7,161.25
First Payment Date	20-Apr-89
Principal Borrowed	\$7,161
Term in Months	42
Beginning Interest Rate	10.00%
Payment	\$202.78

AMORTIZATION TABLE

Payment Number	Payment Date	Interest Rate	Current Payment	Interest	Principal	Principal Balance
1	20-Apr-89	10.00%	\$202.78	\$59.68	\$143.11	\$7,018.14
2	20-May-89	10.00%	\$202.78	\$58.48	\$144.30	\$6,873.84
3	20-Jun-89	10.00%	\$202.78	\$57.28	\$145.50	\$6,728.34
4	20-Jul-89	10.00%	\$202.78	\$56.07	\$146.71	\$6,581.63
5	20-Aug-89	10.00%	\$202.78	\$54.85	\$147.94	\$6,433.69
6	20-Sep-89	10.00%	\$202.78	\$53.61	\$149.17	\$6,284.52
7	20-Oct-89	10.00%	\$202.78	\$52.37	\$150.41	\$6,134.11
8	20-Nov-89	10.00%	\$202.78	\$51.12	\$151.67	\$5,982.44
9	20-Dec-89	10.00%	\$202.78	\$49.85	\$152.93	\$5,829.51
10	20-Jan-90	10.00%	\$202.78	\$48.58	\$154.20	\$5,675.31
11	20-Feb-90	10.00%	\$202.78	\$47.29	\$155.49	\$5,519.82
12	20-Mar-90	10.00%	\$202.78	\$46.00	\$156.79	\$5,363.03
13	20-Apr-90	10.00%	\$202.78	\$44.69	\$158.09	\$5,204.94
14	20-May-90	10.00%	\$202.78	\$43.37	\$159.41	\$5,045.53
15	20-Jun-90	10.00%	\$202.78	\$42.05	\$160.74	\$4,884.79
16	20-Jul-90	10.00%	\$202.78	\$40.71	\$162.08	\$4,722.72
17	20-Aug-90	10.00%	\$202.78	\$39.36	\$163.43	\$4,559.29
18	20-Sep-90	10.00%	\$202.78	\$37.99	\$164.79	\$4,394.50
19	20-Oct-90	10.00%	\$202.78	\$36.62	\$166.16	\$4,228.34
20	20-Nov-90	10.00%	\$202.78	\$35.24	\$167.55	\$4,060.79
21	20-Dec-90	10.00%	\$202.78	\$33.84	\$168.94	\$3,891.84
22	20-Jan-91	10.00%	\$202.78	\$32.43	\$170.35	\$3,721.49
23	20-Feb-91	10.00%	\$202.78	\$31.01	\$171.77	\$3,549.72
24	20-Mar-91	10.00%	\$202.78	\$29.58	\$173.20	\$3,376.52
25	20-Apr-91	10.00%	\$202.78	\$28.14	\$174.65	\$3,201.87
26	20-May-91	10.00%	\$202.78	\$26.68	\$176.10	\$3,025.77
27	20-Jun-91	10.00%	\$202.78	\$25.21	\$177.57	\$2,848.20
28	20-Jul-91	10.00%	\$202.78	\$23.74	\$179.05	\$2,669.15
29	20-Aug-91	10.00%	\$202.78	\$22.24	\$180.54	\$2,488.61
30	20-Sep-91	10.00%	\$202.78	\$20.74	\$182.05	\$2,306.57
31	20-Oct-91	10.00%	\$202.78	\$19.22	\$183.56	\$2,123.00

32	20-Nov-91	10.00%	\$202.78	\$17.69	\$185.09	\$1,937.91
33	20-Dec-91	10.00%	\$202.78	\$16.15	\$186.63	\$1,751.28
34	20-Jan-92	10.00%	\$202.78	\$14.59	\$188.19	\$1,563.09
35	20-Feb-92	10.00%	\$202.78	\$13.03	\$189.76	\$1,373.33
36	20-Mar-92	10.00%	\$202.78	\$11.44	\$191.34	\$1,181.99
37	20-Apr-92	10.00%	\$202.78	\$9.85	\$192.93	\$989.06
38	20-May-92	10.00%	\$202.78	\$8.24	\$194.54	\$794.51
39	20-Jun-92	10.00%	\$202.78	\$6.62	\$196.16	\$598.35
40	20-Jul-92	10.00%	\$202.78	\$4.99	\$197.80	\$400.55
41	20-Aug-92	10.00%	\$202.78	\$3.34	\$199.45	\$201.11
42	20-Sep-92	10.00%	\$202.78	\$1.68	\$201.11	\$0.00

RETURN TO
 JOSEPH E. CAKEY
 14300 GALLANT FOX LANE
 SUITE 223
 BOWIE, MD 20715

MAIL TO 



MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 511

Page No. 98

Identification No. 267142

Dated April 22, 1987

RETURN:

1. Debtor(s)

Powell & Westholm, Inc.
Name or Names - Print or Type
P.O. Box 1790 115 Cathedral St. Annapolis, Md. 21404
Address - Street No., City - County State Zip Code

2. Secured Party

The First National Bank of Md.
Name or Names - Print or Type
18 West Street Annapolis, Md. 21401
Address - Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

H. LYLE SIMPSON
AS LOAN ACCOUNTING CLERK
PAYING F.I.L. 10.00
PAYABLE 30
RECEIVED CODE NO# 110413
06/08/90
H. LYLE SIMPSON
AS LOAN ACCOUNTING CLERK

Dated: May 21, 1990

First National Bank of Md.
Trudye N. Weisberg
(Name of Secured Party)

Trudye N. Weisberg
(Signature of Secured Party)

Loan Accounting Officer
Type or Print (Include Title if Company)

556 453

281101

FINANCING STATEMENT

- 1. X To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2. _____ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3. _____ Not Subject to Recordation Tax.
- 4. X Recordation Tax has been paid on the principal amount of \$1,200,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. <u>Debtors Names</u>	<u>Address</u>
WALTER J. SOSNOSKI and EMILIE SOSNOSKI	3 Robinson Road Severna Park, Maryland 21146

6. <u>Secured Party</u>	<u>Address</u>
FARMERS NATIONAL BANK OF MARYLAND	5 Church Circle Annapolis, Maryland 21401

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

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods; inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on; contained in or upon or attached to, or used or usable in connection with the premises (any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 7th, 1990 from Debtor 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.

(b) All accounts receivable in respect to 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

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

FN001.592

1800

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:

SECURED PARTY:

Walter J. Sosnoski
WALTER J. SOSNOSKI

FARMERS NATIONAL BANK OF MARYLAND

Emilie Sosnoski
EMILIE SOSNOSKI

BY: Russell R. Till (SEAL)
RUSSELL R. TILL
Vice-President

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

SURVEY ASSOCIATES OF MARYLAND INC
 108 OLD SOLOMONS ISLAND ROAD
 SUITE 100
 ANNAPOLIS MD 21401

556 PAGE 455

(301) 266 7211
 Job D90043
 dmg

DESCRIPTION OF A PARCEL OF LAND
 OF AREA 3.3917 AC MORE OR LESS
 AT SOUTHWESTERLY CORNER OF THE INTERSECTION
 OF ROBINSON ROAD (COUNTY ROAD - WIDTH VARIES)
 WITH RITCHIE HIGHWAY (WIDTH VARIES)
 3RD DISTRICT ANNE ARUNDEL COUNTY MARYLAND

BEGINNING for the same at a point being the southwesterly corner of the intersection of Ritchie Highway and Robinson Road and designated upon a plan by Anne Arundel County Maryland, Department of Public Works as 238+75.77 offset 34.00 feet right, said plan being entitled "Robinson Road Plat No 4" and numbered by said County in its drawing files as Drawing Number 16066, said plan being referred to in a deed from Helen Goska to said County dated 5th January 1981 and recorded in the Land Records of Anne Arundel County Maryland at Liber 3377 Folio 128, and running thence with the southerly outline of Robinson Road according to said County Plat Number 16066, the following six courses and distances:

- (1) South 59 degrees 50 minutes 48 seconds West 245.61 feet;
- (2) South 35 degrees 56 minutes 11 seconds East 9.17 feet;
- (3) South 65 degrees 33 minutes 36 seconds West 31.23 feet;
- (4) South 63 degrees 16 minutes 59 seconds West 50.09 feet;
- (5) South 60 degrees 59 minutes 43 seconds West 50.01 feet;
- (6) South 57 degrees 33 minutes 32 seconds West 24.95 feet to a point, said point being South 35 degrees 56 minutes 10 seconds East 2.12 feet from a pipe found, thence leaving said road line
- (7) South 35 degrees 56 minutes 10 seconds East 330.50 feet to a pipe found, thence along the northerly line of an apparent vacancy of land ownership
- (8) North 74 degrees 58 minutes 41 seconds East 350.68 feet over a pipe found to a point at the westerly curbface of Md Route 648, said pipe found being 6.74 feet from the end of said line (8) supra, thence with the westerly outline of Route 648
- (9) North 00 degrees 34 minutes 13 seconds East 25.86 feet to a point in the westerly outline of Ritchie Highway (varying width) as shown upon a States Road Commission of Maryland Plat Number 2301, said point being intended to be 635+77 offset 131.0 feet right, thence with said Ritchie Highway outline, the following three courses and distances:
- (10) North 35 degrees 56 minutes 11 seconds West 6 feet;
- (11) North 16 degrees 18 minutes 20 seconds West 166.69 feet;
- (12) North 35 degrees 56 minutes 11 seconds West 234.51 feet

to the place of beginning.

556 456

CONTAINING 3.3917 Acres of land more or less, according to a Survey Plat and description by Survey Associates of Maryland Inc in June 1990 and intended to be recorded. The bearings herein are referred to the Azimuth of said Anne Arundel County Plat number 16066.

BEING the same property granted to Walter Sosnowski and Eva Schwartz by a deed dated 7th November 1984 and recorded in the said Land Records at Liber 3875 Folio 641 and therein referred to as Parcel 1.

SUBJECT to any and all encumbrances shown upon the above-mentioned Road Plats, and subject also to the terms and conditions of certain leases known to exist at said property.

BEING also known as Lots 1, 2 and 3 according to a plan of Subdivision by Survey Associates of Maryland Inc recorded in said Land records at Liber 4850 Page 53, as amended by Liber 4890 Page 95.

PARTIES

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

MARK J. GRIFFIN
10 S. GAIL ST.
LAUREL MD 20708 1

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

TINA M. O' NEILL
10 S. GAIL ST.
LAUREL MD 20708 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.
[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): **556 457** Date, Time, Filing Office (stamped by filing officer):
281102
 RECORD FEE 12.00
 #676570 0777 R03 T13+50
 GK 06/08/90

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 _____ County.
 real estate records of _____ County.
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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

COLLATERAL

Identify collateral by item and/or type:
1988 OCILLA SANTA FE
24 X 44 SERIAL# KH40D3CLO295GA 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.(1) 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 **MARK J. GRIFFIN** *[Signature]*
 1a **TINA M. O' NEILL** *[Signature]*
 1b 11

RETURN RECEIPT TO:

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

12

ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 503

Page No. 411

Identification No.

Dated October 6, 1986

1. Debtor(s) { MICHLAND CORPORATION
 Name or Names—Print or Type
 606 B Bosley Avenue, Towson, Maryland 21204
 Address—Street No., City - County State Zip Code

2. Secured Party { THE BANK OF BALTIMORE
 Name or Names—Print or Type
 Baltimore and Charles Streets, Baltimore, Maryland
 Address—Street No., City - County State Zip Code 21202

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00
 POSTAGE .50
 #576800 0777 R03 713452
 06/08/90
 FILE SCHAFER
 CIRCUIT COURT

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

Dated: May 14, 1990

THE BANK OF BALTIMORE

Name of Secured Party
Mary E. C. [Signature], V.P.
 Signature of Secured Party

Type or Print (Include Title if Company)

15 P

556 459

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

Roll No. 485

Page No. 576

Identification No.

Dated May 31, 1985

1. Debtor(s) { MICHLAND CORPORATION
Name or Names—Print or Type
606 B Bosley Avenue, Towson, Maryland 21204
Address—Street No., City - County State Zip Code

2. Secured Party { THE BANK OF BALTIMORE
Name or Names—Print or Type
Baltimore and Charles Streets, Baltimore, Maryland
Address—Street No., City - County State Zip Code 21202

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>

10.00
.50
06/08/90
H. EILE SCHAFER
HA CO. CIRCUIT COURT

Dated: May 14, 1990

THE BANK OF BALTIMORE
Name of Secured Party
Lucy C. C. well, V.P.
Signature of Secured Party
Type or Print (Include Title if Company)

1000

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

Roll No. 485 Page No. 559
Identification No. Dated May 31, 1985

1. Debtor(s) MICHLAND CORPORATION
Name or Names—Print or Type
606 B Bosley Avenue, Towson, Maryland 21204
Address—Street No., City - County State Zip Code

2. Secured Party THE BANK OF BALTIMORE
Name or Names—Print or Type
Baltimore and Charles Streets, Baltimore, Maryland
Address—Street No., City - County State Zip Code 21202

3. Maturity Date (if any)

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
4676620 CYTT 103 T13:52
06/08/90
GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: May 14, 1990

THE BANK OF BALTIMORE
Name of Secured Party
Lucy C. Powell, V.P.
Signature of Secured Party

Type or Print (Include Title if Company)

WSP

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 George R. Ruhl & Son, Inc.
Address 7451 Race Road, Hanover, MD 21076

RECORD FEE *OK* 11.00
POSTAGE .50
#676640 0777 R03 T13:53
06/08/90
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Caterpillar Financial Services Corporation
Address 10630 Little Patuxent Parkway, Columbia, Maryland 21044

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

#23159

3. Maturity date of obligation (if any) _____

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

One New Baker BW60 Walkie Stacker SN 2634-004 Equipped with KW-685-F13 Battery SN 0A0615 and one KW-6-600-F19A Charger, SN 00726302

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.

CHECK THE LINES WHICH APPLY

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

4784813
#103387

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

George R. Ruhl & Son, Inc.

[Signature]
Title: *[Signature]*
(Signature of Debtor)

GEORGE R. RUHL III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RETURN TO:

LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

Caterpillar Financial Services Corporation

[Signature] Title: *Doc Analyst*
(Signature of Secured Party)

Patricia A. Smith, Documentation Analyst
Type or Print Above Signature on Above Line

556 462

STATE OF MARYLAND

(ANNE ARUNDEL COUNTY) 281104

FINANCING STATEMENT FORM UCC-1

Identifying File No.

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

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

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

This financing statement Dated June 5, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Clement Hardware, Inc.
Address 500 Ritchie Highway, Severna Park, MD. 21146

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORPORATION
Address 10400 Connecticut Avenue, Suite 402, P.O. Box 285
Kensington, Maryland 20895

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

3. Maturity date of obligation (if any)

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

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or how or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

RECORD FEE 11.00
POSTAGE .50
#796200 C777 R02 T14:06
06/08/90
H. ERLE SCHAFER
AA CO. SUPPLY COLL. INT.

CHECK THE LINES WHICH APPLY

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

DAVID E. CLEMENT, President Transamerica Commercial Finance Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

J. D. Hallock
(Signature of Secured Party)

J.D. Hallock/Branch Manager
Type or Print Above Signature on Above Line

11/8

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 29, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Catherine C. Gentile & Carl B. Moore

Address Holiday Mobile Estates C-17 Jessup, MD 20794

2. SECURED PARTY

Name First Manufactured Housing Credit Corp.

Address 6704 Curtis Court 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) May 29, 2,002

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

1988 / Nashua / 14 x 80 / NZOHCNX880143FK0175

(including all household goods)

RECORD FEE 12.00
#796210 0777 R02 T14:06
06/08/90
SK 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)

Catherine C. Gentile

(Signature of Debtor)

CATHERINE C. GENTILE

Type or Print Above Name on Above Line

Carl B. Moore

(Signature of Debtor)

Carl B. Moore

Type or Print Above Signature on Above Line

Glinda Conner (By P.O.A)

(Signature of Secured Party)

Glinda Conner
First Manufactured Housing Credit Corp

Type or Print Above Signature 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. 258565

RECORDED IN LIBER 490 FOLIO 61 ON Sept. 24, 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

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
#796250 0777 R02 T14:08
06/08/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated May 25, 1990

AA CO.

105

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President
Type or Print Above Name on Above Line

ARLH

FORM 556 PAGE 465
FINANCING STATEMENT FORM UCC-1

Identifying File No. 281106

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

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

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

This financing statement Dated 5/25/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TERRY E. MOORE
Address 8310 HARPS COURT MILLERSVILLE, MD 21108

2. SECURED PARTY

Name SNAP-ON TOOLS CORPORATION
Address 7601 BRANDON WOODS BLVD.
BALTIMORE, MD 21226-1770

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

RECORD FEE 11.00
POSTAGE CK .50
#798260 CTTT R02 T14:08
06/08/90

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
All inventory of debtor acquired by initial, weekly, or special consignment, including but not limited to all new, used and demonstrator Snap-on and other brand name mechanic tools, boxes, front-end alignment, and electrical test equipment, whether now in possession of debtor or hereafter acquired by subsequent consignment, purchase, replacement, substitution, additions and accession, and including all of debtors accounts receivables, contract rights, instruments, general intangible and account rights, now owned or hereafter acquired, and including any proceeds from any of the aforementioned assets.

H. ERLE SCHAFER
COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

115
Terry Moore
(Signature of Debtor)

TERRY E. MOORE
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

F. X. Steffens
(Signature of Secured Party)

F. X. STEFFENS
Type or Print Above Name on Above Line

Anne Arundel County, Md

~~STATE OF MARYLAND~~

281107

FINANCING STATEMENT

Identifying File No.

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$10,000,000 *

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

*All taxes paid at the MSDAT, see attached Allocation Certificate. This financing statement Dated 5/23/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Garfinckels, Inc. and Garfinckels Holding Company
Address 1401 F Street, N.W., Washington, D.C. 20009

2. SECURED PARTY

Name Washington Square Park Finance Company, N.V.
Address c/o WNIC, Attn: Richard Trutanic
1211 Connecticut Avenue, N.W., Washington, D.C. 20009

Person And Address To Whom Statement Is To Be Returned If Different From Above
Elaine Wiggins c/o Dow, Lohnes & Albertson 1255 23rd St. NW, Washington, DC 20007

3. Maturity date of obligation (if any)

N/A

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

See Exhibit A attached hereto and herein incorporated.

Name and address of Assignee

H. FILE 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)

Garfinckels, Inc. and Garfinckels Holding Company

Thomas S. Wendel
(Signature of Debtor)

Name: Thomas S. Wendel
Title: Senior Vice President
Type or Print Above Name on Above Line

N/A

(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

ALLOCATION CERTIFICATE FOR PURPOSES OF CALCULATING RECORDING TAX

Financing Statement: UCC-1

Names of Debtors: a) GARFINCKELS, INC.,
b) GARFINCKELS HOLDING COMPANY

Name of Secured Party: Washington Square Park Financing Company N.V.

Principal Amount of Debt Secured: \$10,000,000.00

Office where filed: Maryland State Department of Assessments and Taxation

The undersigned, Thomas S. Wendel, hereby certifies that he is the Executive Vice President of the above-named Debtors and that, in connection with the above described financing statement, the following values for non-exempt property covered by the financing statement and the value for all property covered by the financing statement are substantially true and correct. The undersigned further requests that the recordation tax on the above described financing statement be calculated based on the following formula indicating the proportional amount of the debt secured by property not exempt from the recordation tax:

Value of equipment, furniture and other non-exempt property (divided by)	x	Total amount of debt secured	=	Amount of debt upon which tax is calculated
Total value of all property covered by financing statement				
<u>5.0</u> %	x	\$10,000,000	=	\$ <u>500,000</u>

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the above-named Debtor this 23rd day of May, 1990.

GARFINCKELS, INC.

GARFINCKELS HOLDING COMPANY

By: *Thomas E. Wendel*
Name: Thomas E. Wendel
Title: Senior Vice President

CHECK NO.	STUBS
002670	1

Garfinckel's
WASHINGTON, D. C. 20004

DATE ISSUED
5/23/90

88 2232
1131

PAY ***\$1,680 and 00 Cents**
-- One Thousand, Six Hundred Eighty & 00/100 Dollars --

FIRST CITY BANK
LAKE JACKSON, TEXAS

PAY AMOUNT
*****\$1,680.00
VOID 60 DAYS AFTER DATE ISSUED

PAY TO THE ORDER OF
29298
DUNS NUMBER
State Department of Assessments
& Taxation
State of Maryland

Guy P. Kelly

⑈002670⑈ ⑆113122325⑆ 053975⑈

C-248-G

DEPT	STORE	ENTRY DATE	REFERENCE NO	EXPLANATION	CODE	AMOUNT (CREDIT -)	DISCOUNT ANTIC
				UCC-1 Financing Statements			
				Recordation Tax = \$1,650.00			
				Filing Fee = 30.00			
				\$1,680.00			
			Garfinckel's Acct. #99-110-04-1				

VENDOR DUNS NUMBER AND NAME

TOTALS

CHECK NO	STUB NO	TOTAL DUE
2670	1 of 1	\$1,680.00

THE ATTACHED CHECK IS IN FULL SETTLEMENT FOR ITEMS LISTED ABOVE. PLEASE DEPOSIT CHECK AND RETURN THIS SECTION TO OUR ACCOUNTS PAYABLE MANAGER WITH EXPLANATION IF THERE IS ANY DISCREPANCY. CORRESPONDENCE MUST ALWAYS SHOW OUR DEPT. NUMBERS.

GARFINCKEL'S WASHINGTON, D.C. 20004

Exhibit A

All of the Debtors' properties, assets, business and good will, of every kind and nature whatsoever, tangible or intangible, personal or mixed, whether now owned or held or hereafter acquired or arising at any time or from time to time hereafter acquired, wherever located, whether in the possession of any of the Debtors or in transit or in the possession of any other person or entity, and all rights, title and interests of any of the Debtors of every kind and nature whatsoever in and to the foregoing, and including, without limiting the generality of this provision, all of the properties and assets of all of the Debtors more specifically identified and described below (hereinafter referred to as "Collateral"):

(a) all of the Debtors' accounts (as defined in the Code) of any kind whether now existing or hereafter arising (herein called the "Accounts"); all chattel papers, documents and instruments relating to the Accounts; and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any Accounts or any such chattel papers, documents and instruments;

(b) all claims, demands, judgments, rights, choses in action, equities, accounts, accounts receivable, bills and notes receivable, credits, bank accounts, cash on hand and in banks, instruments, documents, chattel paper, all insurance policies, including the cash surrender value thereof and all proceeds thereof, and all federal, state and local tax refunds and/or abatements to which any of the Debtors is or may from time to time become entitled, no matter how or when arising, including, but not limited to, any loss carryback tax refunds;

(c) all contract rights of every kind and nature whatsoever, and all claims, indemnities, rights, remedies, powers and privileges of any of the Debtors in, to and under all contracts or agreements among any of the Debtors and any other parties, whether now existing or hereafter created, made or entered into by any of the Debtors;

(d) all deeds, leases (except for leases that by virtue of their being included as Collateral under that certain Second Lien Security Agreement (Accounts, Equipment, Inventory and General Intangibles) dated August 25, 1989, that certain Supplemental Second Lien Security Agreement (Accounts, Equipment, Inventory and General Intangibles) dated October 27, 1989, that certain Second Supplemental Second Lien Security

Agreement (Accounts, Equipment, Inventory and General Intangibles) dated February 2, 1990, and that certain Third Supplemental Second Lien Security Agreement (Accounts, Equipment, Inventory and General Intangibles) dated May 23, 1990, and any amendments thereto, would give rise to an event of default or breach thereunder), contracts and agreements for the use, sale or assignment of property, whether tangible or intangible, leaseholds, mortgages, assignments, options and licenses of every kind and description, and all documents and muniments of title relating to or in any way connected with the property of any of the Debtors, whether tangible or intangible;

(e) all of Debtors' equipment in all of its forms, whether now owned or hereafter acquired and wherever located; all parts thereof and all accessions or additions thereto, whether now owned or hereafter acquired (any and all such equipment, parts, accessions and additions herein called the "Equipment"); and including without limiting the foregoing, all furniture, fixtures, goods, equipment, machinery, supplies, raw material, goods in process, all documents of title, and, in general, all tangible personal property, goods, and chattels of the Debtors of every kind and description, wheresoever situated, including, without limitation, all telephone and other telecommunications equipment, photoduplicating and photocopying equipment, computer equipment, and motor vehicles of every description, including airplanes; and including without limitation, the Equipment at the following locations:

At the locations listed on Schedule 1 attached hereto and made a part hereof;

(f) all of Debtors' general intangible (as defined in the District of Columbia Uniform Commercial Code as in effect on the date hereof) of any kind whether now existing or hereafter arising (herein called the "General Intangibles"); all chattel papers, documents and instruments relating to the General Intangibles; and all rights now or hereafter existing n and to all security agreements, leases, and other contracts securing or otherwise relating to any General Intangibles or any such chattel papers, documents and instruments, including, without limitation, all records and books of account, all corporate minute books and all stock ledgers, and also including, without limitation, all computer programs and tapes and all

electronic data processing software and all other computer software, and all information or every description recorded or contained or stored in any of the foregoing, all rights of access to computer service bureaus, all service bureau service contracts, all computer data and all concepts and ideas on which said data is based, all developmental ideas and concepts, all papers, drawings, blueprints, sketches and documents relating to any of the foregoing and/or relating to the operation of any of the Debtors' businesses and/or the Collateral, all databases, supplier and customer lists, all trade names, copyrights, and all applications for and licenses, rights and interests to or under or in respect of any patents, trademarks or copyrights;

(g) all records and documents identifying the accounts of customers or suppliers, and all rights of every description (i) to information on, (ii) to the use of, and (iii) to solicitation with respect to, accounts of customers or suppliers, and all moneys received or receivable by or payable to any of the Debtors with respect to accounts and customers of suppliers; and

(h) any Collateral or any additional properties from time to time delivered to or deposited with the Secured Party as security for the Obligations, (as defined in that certain Second Lien Security Agreement (Accounts, Equipment, Inventory and General Intangibles) dated August 25, 1989, that certain Supplemental Second Lien Security Agreement (Accounts, Equipment, Inventory and General Intangibles) dated October 27, 1989, that certain Second Supplemental Second Lien Security Agreement (Accounts, Equipment, Inventory and General Intangibles) dated February 2, 1990, and that certain Third Supplemental Second Lien Security Agreement (Accounts, Equipment, Inventory and General Intangibles) dated May 23, 1990, and any amendments thereto); or otherwise delivered to or deposited with the Secured Party pursuant to the terms thereof or with respect to any future advances made by the Secured Party to each or all of the Debtors or any other advancement or readvancement made with respect thereto;

(i) all Debtors' inventory, goods, merchandise, and other personal property, now owned or hereafter acquired by Debtors that are held for sale or lease or are furnished or to be furnished under a contract of

service or are raw materials, work in process, or materials used or consumed or to be used or consumed in Debtors' business (hereinafter called the "Inventory") whether now owned or hereafter acquired and wherever located and including without limitation the foregoing, Debtors' Inventory located at Debtors' following places of business: All those certain stores more particularly described on Schedule 1 attached hereto and made a part hereof; and

(j) the proceeds, products, additions to, substitutions for and accessions of any and all property described as the Collateral.

f:\dc3\ctx\dlu\rnp\07122\exhibit.A

Schedule 1

556 PAGE 473

1. Garfinckels
1401 F Street, N.W.
Washington, D.C. 20004;
2. Garfinckels
Georgetown Park
3111 M Street, N.W.
Washington, D.C. 20007;
3. Garfinckels
Montgomery Mall
7115 Democracy Boulevard
Bethesda, Maryland 20817;
4. Garfinckels
Spring Valley
4820 Massachusetts Avenue, N.W.
Washington, D.C. 20016;
5. Garfinckels
Springfield Mall
6658 Louisdale Drive
Springfield, Virginia 22155;
6. Garfinckels
Lanham
9700 Philadelphia Court
Lanham, Maryland 20706;
7. Garfinckels
Landover Mall
2245 Brightseat Road
Landover, Maryland 20785;
8. Garfinckels
Annapolis Mall
171 Annapolis Mall
Annapolis, Maryland 24104;
9. Garfinckels
Seven Corner
6201 Arlington Boulevard
Falls Church, Virginia 22034;
10. Garfinckels
1130 Connecticut Avenue, N.W.
Washington, D.C. 20004

including, without limitation, the basements, floors, loading docks, closets, public and private areas, storage areas, lofts, and departments comprising parts of the above listed stores.

556 474

281108

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)
Thomas E. Stuehler t/a
La Fontaine Bleu
190 L. Penrod Ct.
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Comprehensive Leasing Services
Crestridge Corporate Center
10155 York Rd., Suite 208
Cockeysville, MD 21030

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

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

1- Hobart Model FT-719 Flight Type Dishwasher w/
electric heat tank 208/3 S/N 12-071-467

RECORD FEE 12.00
POSTAGE .50
#796310 CTTT R02 T14:14
06/08/90

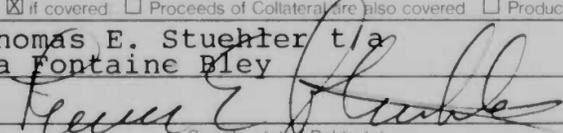
5. Assignee(s) of Secured Party and Address(es)
W. ERIC SCHAFER
AA CO. CIRCUIT COURT
Colonial Pacific Leasing
P.O.Box 1100
Tuclatin, OR 97062-1100

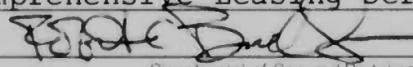
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security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

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

Thomas E. Stuehler t/a
La Fontaine Bleu

Comprehensive Leasing Services, Inc.

By: 
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

556 475

Anne Arundel County
C-02-08550-4

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. **281109**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 5-31-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gunther, Martin E. T/A Gunther's Charters
Address 1756 West Drive Pasadena, MD 21122

2. SECURED PARTY

Name Lagusa, Inc.
Address 1205 Belmar Drive, Box 478 Belcamp, MD 21017
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 18.00
POSTAGE .50
06/08/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Martin E. Gunther T/A Gunther's Charters

Martin Gunther
(Signature of Debtor)

MARTIN GUNTHER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lagusa, Inc.

[Signature]
(Signature of Secured Party)

KEN STRANGER, SEC.
Type or Print Above Signature on Above Line

18

5

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

556 176
Martin E. Gunther T/A

TO: Lagusa, Inc. ("Seller") FROM: Gunther's Charters ("Buyer")
1205 Belmar Drive, Box 478 Belcamp, MD 21017 (Address of Seller) 1756 West Drive Pasadena, MD 21122 (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) 1990 Lagusa Panoramic Integral Coach, S/N 1S9CB3112LB167427	(1) TIME SALES PRICE	\$ 284,076.71
	(2) Less DOWN PAYMENT in Cash	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ 24,000.00
	(4) CONTRACT PRICE (Time Balance)	\$ 260,076.71
Record Owner of Real Estate: _____		

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
1756 West Drive (Street and Number) Pasadena (City) Anne Arundel (County) Maryland (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 Two hundred sixty thousand seventy six and 71/100***** Dollars (\$ 260,076.71) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 1st day of July, 19 90 and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 3,507.37 and the final installment being in the amount of \$ 137,318.76 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: May 31, 1990 BUYER(S)-MAKER(S): Martin E. Gunther (SEAL)
 Accepted: Lagusa, Inc. (SEAL) T/A Gunther's Charters (SEAL)
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: [Signature] By: Martin Gunther
 (Witness as to Buyer's and Co-Maker's Signature) Co-Buyer-Maker: (SEAL)
 (Print Name of Co-Buyer-Maker Here)
 By: _____
 (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any 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-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")

ASSIGNMENT

BOOK 556 PAGE 478

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 31, 1990 between Lagusa, Inc., as Seller/Lessor/Mortgagee, and Martin E. Gunther T/A Gunther's Charters 1756 West Drive Pasadena, MD 21122
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, 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 described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the installment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and installment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to OCAI; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that OCAI has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that OCAI may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent written agreement between us and OCAI, if any, applicable to the purchase of paper as defined therein, by OCAI from us, 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 any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if OCAI is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 260,076.71

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 31st day of May, 19 90

Lagusa, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By: [Signature] SEC.

(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.)

556 479

STATE OF MARYLAND

281110

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 5-31-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gunther, Martin E. T/A Gunther's Charters
Address 1756 West Dr. Pasadena, MD 21122

2. SECURED PARTY

Name Lagusa, Inc.
Address 1205 Belmar Dr., Box 478 Belcamp, MD 21017

RECORD FEE GK 18.00
POSTAGE .50
#796340 0777 R02 T14:15
06/08/90

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.

W. EDIE SCHAFFER
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 DiGuilian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
Martin E. Gunther T/A Gunther's Charters

1756

Martin E. Gunther
(Signature of Debtor)

MARTIN GUNTHER, OWNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
Lagusa, Inc.
(Signature of Secured Party)

KEN STRANGER, SEC.
Type or Print Above Signature on Above Line

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

556 450

TO: Lagusa, Inc. ("Seller") FROM: Martin E. Gunther T/A Gunther's Charters ("Buyer")
 1205 Belmar Dr., Box 478 Belcamp, MD 21017 1756 West Dr. Pasadena, MD 21122
(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): <u>One (1) 1990 Lagusa Panoramic Integral Coach, S/N 1S9CB3115LB117468</u>	(1) TIME SALES PRICE	\$ 299,049.24
	(2) Less DOWN PAYMENT in Cash	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 299,049.24

Record Owner of Real Estate: _____

*Description of any Trade-In: _____

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
1756 West Dr. Pasadena Anne Arundel MD 21122
(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 Two hundred ninety nine thousand forty nine and 24/100***** Dollars (\$299,049.24) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 1st day of July, 19 90, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 4,032.95 and the final installment being in the amount of \$ 157,095.99 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: May 31, 19 90 BUYER(S)-MAKER(S):
 Accepted: Lagusa, Inc. (SEAL) Martin E. Gunther T/A Gunther's Charters (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: _____ By: Martin E. Gunther
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
 By: _____
(Witness as to Buyer's and Co-Maker's Signature)
 This instrument prepared by _____

CA-L-2XD(1-75)

© 1989 ORIX Credit Alliance, Inc.

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any 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-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
 _____ (Witness) By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT 556 3:452

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 31, 1990, between Lagusa, Inc., as Seller/Lessor/Mortgagee, and Martin E. Gunther T/A Gunther's Charters 1756 West Dr. Pasadena, MD 21122 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, 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 described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the installment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and installment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to OCAI; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that OCAI has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that OCAI may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent written agreement between us and OCAI, if any, applicable to the purchase of paper as defined therein, by OCAI from us, 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 any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if OCAI is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 299,049.24

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 31st day of May, 1990

Lagusa, 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.)

CA-L-5

556 483

281111

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)

JOHNSON, JAMES A.
JOHNSON, MICHAEL
3149 Arundel on the Bay
Annapolis, MD 21403

2 Secured Party(ies) and Address(es)

WASHINGTON FREIGHTLINER, INC.
201 Ritchie Road
Capitol Heights, MD 20743

3 Maturity date (if any):

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

RECORD FEE **CK** 12.00
POSTAGE .50
#796490 0777 R02 T14:26
06/08/90

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

1984 Western Star Model#4964-2, S/N2WLPDCCJE0K910672 with
14' Alum Dump (J&J) S/N84672.
"Document not subject to recordation tax-conditional sales
contract signed by Debtor."

5 Assignee(s) of Secured Party and Address(es)
H. ERLE SCHAFER
Associated Commercial Corp.
1801 McCormick Dr., Suite 200
Landover, MD 20785

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

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

Filed with: Anne Arundel County 1363693

James A. Johnson
Michael Johnson

William O. Fenwick
For Washington Freightliner, Inc.

By: *James A. Johnson*
Michael Johnson
Signature(s) of Debtor(s)
Filing Officer Copy Alphabetical

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

603469 Rev 12-80

12-5-

281112

556 PAGE 484

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) HAYES, PERRY JR. 645 Revell Hwy. Annapolis, MD 21401	2 Secured Party(ies) and Address(es) WASHINGTON FREIGHTLINER, INC. 201 Ritchie Road Capitol Heights, MD 20743	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE <i>CK</i> 11.00 POSTAGE .50 #796500 C777 R02 T14:26 06/08/90
4 This financing statement covers the following types (or items) of property 1991 Freightliner Model#FLD12064SD S/N1FVXFXY99MH386549 with 14.5' Steel Body (R/S) S/N90030319 "Document not subject to recordation tax-conditional sales contract signed by Debtor."		5 Assignee(s) of Secured Party and Address(es) H. ERIC SCHAFER AA CO. CIRCUIT COURT Associates Commercial Corp. 1801 McCormick Dr., Suite 200 Landover, MD 20785

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

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

Filed with: Anne Arundel County 1363715

Perry Hayes, Jr.
 By: Perry Hayes Jr Signature(s) of Debtor(s)

William O. Fenwick
 By: [Signature] Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical *11-50*

603469 Rev 12-80

556 485

281113

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

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

FINANCING STATEMENT

Soda Pop Shop Inc #11

1. Debtor(s):

Name or Names—Print or Type
 337 Hospital Drive Glen Burnie MD 21061
 Address—Street No., City - County State Zip Code

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

J & B Kahn, Inc.

2. Secured Party:

Name or Names—Print or Type
 3900 38th Street Brentwood MD 20722
 Address—Street No., City - County State Zip Code

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

Slicer Globe 500 L S/n 580769 and 580744
 Scales NCI 3400 S/N SR52900115 and SR52900103

RECORD FEE 3X 11.00
 POSTAGE .50

#796520 CTTT R02 T14:28
 06/08/90

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

H. ERLE SCHAFER
 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):

SECURED PARTY:

J & B Kahn, Inc.
 3900 38th Street
 Brentwood MD 20722

X Bob Ethridge
 (Signature of Debtor)

Bob Ethridge (vice President)
 Type or Print

(Signature of Debtor)

Type or Print

Barry Kahn
 (Signature of Secured Party)

Barry I Kahn (President)
 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 J & B KAHN, INC. 3900 38th Street Brentwood MD 20722

Lucas Bros. Form F-1

11/8

281114

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

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

556 PAGE 486

FINANCING STATEMENT

Soda Pop Shop Inc. #10

1. Debtor(s):

Name or Names--Print or Type
 2299 Johns Hopkins Road Gambrills MD 21054
 Address--Street No., City - County State Zip Code

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

2. Secured Party:

J & B Kahn, Inc.
 Name or Names--Print or Type
 3900 38th Street Brentwood MD 20722
 Address--Street No., City - County State Zip Code

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

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

Globe slicer Model 500L s/n 580098
s/n 580676

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 11.00
 POSTAGE .50
 #798530 C777 R02 T14:29
 06/09/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

DEBTOR(S):

SECURED PARTY:

x Robert L. Ethridge V.P.
 (Signature of Debtor)
 Robert L Ethridge Vice President
 Type or Print
 (Signature of Debtor)
 Type or Print

J & B Kahn, Inc.
 3900 38th Street
 brentwood MD 20722
 (Company, if applicable)
Barry I Kahn
 (Signature of Secured Party)
 Barry I Kahn, President
 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 J & B Kahn, Inc.
 Lucas Bros. Form F-1 3900 38th Street
 brentwood MD 20722

11.5

556 PAGE 487

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 423

Page No. 522

Identification No. 231860

Dated 3/27/80

1. Debtor(s) { Chesapeake Mobile Homes, Inc.
 Name or Names - Print or Type
Box 1000, Route 3, Millersville, Maryland
 Address - Street No., City - County State Zip Code

2. Secured Party { The Savings Bank of Baltimore
 Name or Names - Print or Type
Baltimore and Charles Street, Baltimore, Maryland
 Address - Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
 POSTAGE .50
 #796650 CT77 R02 T14:42
 ER 06/08/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Please return to the First National Bank of Maryland
 18 West Street
 Annapolis, Maryland 21401

Dated: 6-1-90

The Savings Bank of Baltimore
(Name of Secured Party)

[Signature]
(Signature of Secured Party)

VICE PRESIDENT
Type or Print (Include Title if Company)

AACO

158

556 PAGE 488

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 423 Page No. 521
Identification No. 231859 Dated 3/27/80

1. Debtor(s) Clarence A. Martin, Inc. t/a Chesapeake Mobile Homes
Name or Names - Print or Type
Box 1000, Route 3, Millersville, Maryland
Address - Street No., City - County State Zip Code

2. Secured Party The Savings Bank of Baltimore
Name or Names - Print or Type
Baltimore and Charles Street, Baltimore Maryland 21203
Address - Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
#796660 CT77 R02 T14:42
05/08/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Please return to the First National Bank of Maryland
18 West Street
Annapolis, Maryland 21401

Dated: 6-1-90

108

The Savings Bank of Baltimore
(Name of Secured Party)
[Signature]
(Signature of Secured Party)
VICE PRESIDENT
(Type or Print (Include Title if Company))

AACD

FINANCING STATEMENT

281115

- 1. X To be Recorded in the financing statement records of Anne Arundel City/County, Maryland
- 2. To Be Recorded in the Land Records of City/County, Maryland.
- 3. To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 4. X Not subject to Recordation Tax.
- 5. Subject to Recordation Tax on an initial debt in the principal amount of \$ (\$). The Debtors(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.

6. Debtor(s) Names(s) Address(es)
 Chesapeake Mobile Homes, Inc. 8348 MD RT 3, NORTH
 Millersville, Maryland

7. Secured Party Address
 The First National Bank of Maryland 25 South Charles Street
 Attn: Peggy A. Hall Baltimore, Maryland
 121-011

21108
 RECORD FEE CK 11.00
 POSTAGE .50
 #796670 0777 R02 T14:42
 06/08/90
 H. ERLE SCHAFFER
 AA CO. CIRCUIT COURT

8. Unless otherwise defined, all terms used herein, including, but not limited to, "Proceeds" and "Products", shall be given the same meaning when used herein as given when used in the Uniform Commerical Code as adopted in the state of Maryland.

9. This Financing Statement covers, and Debtor hereby grants to Secured Party a security interest in, the following property and all Proceeds and Products thereof, including, without limitation, all Proceeds of any insurance policies covering all or any part of such property (here in the "Collateral").

Handwritten initials/signature



(i) All of Debtors now owned or hereafter acquired "Inventory", which, as used herein, means all inventory wherever located including, but not limited to, all mobile homes, motor vehicles, trucks or automobiles of any kind, all tools, equipment furniture, appliances, attachments, tires, accessories, parts, replacements or substitutions therefor, together with all raw materials, parts, containers, work in process, finished goods, wares and merchandise, goods returned for credit, goods repossessed, reclaimed or otherwise reacquired by Debtor, including, but not limited to, Proceeds and Products of any kind;

(ii) All proceeds and Products of Inventory and other Collateral;

(iii) Any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as the Proceeds thereof; and

(iv) All of the books and records evidencing any of the above described items of Collateral.

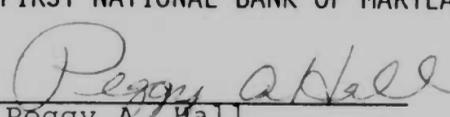
DEBTOR:

SECURED PARTY:

CHEASAPEAKE MOBILE HOMES, INC.

THE FIRST NATIONAL BANK OF MARYLAND

By: 
C. David Sherrill
Title: President

By: 
Peggy A. Hall
Asst. Vice President

Address where Collateral will be located:

8348 MD RT 3, NORTH
Millersville, Maryland 21108

1212 South Philadelphia Blvd.
Aberdeen, Maryland 21001

9301 Pulaski Hwy.
Baltimore, Maryland 21220

556 491

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) Hartley Marine, Inc. 111 W. Central Avenue Edgewater, MD. 21037	2. Secured Party(ies) and Address(es) General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, MD. 21061	RECORD FEE 10.00 #796680 0777 R02 T14:43 06/08/90 H. ERLE SCHAFER 44th CIRCUIT COURT For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Financing Statement No. 271389 Date Filed Jan 25 19 88 Book 522 Page 308			
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			
Hartley Marine, Inc. By:  Melonie Wright <small>SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)</small>		General Motors Acceptance Corporation By:  J I Brimmer <small>SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD</small>	
(1) FILING OFFICER COPY - ALPHABETICAL GMAC UCC-3 7-89			

ARCO

EXP. 556 REC 492

281117

, 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 6/4/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jack Simpson
Address 100 Summer Hill CROWNSVILLE MD 21032

2. SECURED PARTY

Name Security Ford New Holland, Inc.
Address 3826 Washington Blvd. Baltimore, MD 21227

3. Assignee of Secured Party Ford Motor Credit Co.
Address 10710 Midlothian Turnpike Fairfax Bldg. Suite 306 Richmond, VA 23235

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

4. Maturity date of obligation (if any) _____

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

FORD NEW HOLLAND L-555 SKID LOADER WITH 62" DIRT & FOUNTAIN BUCKET S/N 765839

RECORD FEE 11.00
POSTAGE .50
#796690 0777 R02 T14:43
06/08/90

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

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

NOT SUBJECT TO RECORDATION TAX (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Jack Simpson
(Signature of Debtor)

Jack Simpson
Type or print above Signature on above line

(Signature of Debtor)

Type or print above Signature on above line

Thomas J. Drescher
(Signature of Secured Party)

Thomas J. Drescher, President
Type or print above name on above line

AP

281118

556 493

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) <i>King, Felix 8211 Knockbridge Rd. Laurel, MD 20707</i>	2. Secured Party(ies) and Address(es) <i>Security Ford New Holland, Inc. 3828 Washington Blvd. Baltimore, MD 21227</i>
--	---

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

RECORD FEE 11.00
POSTAGE *OK* .50
#796700 6777 R02 T14:43
06/08/90

3. This Financing Statement covers the following types (or items) of personal property:
*1 NEW FORD 655C, 4WD w/EXTENDED HOE, M.P. BUCKET - 24" HOE BUCKET
MODEL # LF3P1Z SN A407301*

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
NOT SUBJECT TO RECORDATION TAX

Filed with:

Felix King
(SIGNATURE OF DEBTOR)
FELIX KING
Felix King
(SIGNATURE OF DEBTOR)

SECURITY FORD NEW HOLLAND, INC.
(NAME OF SECURED PARTY)
BY: *[Signature]*
THOMAS J. DRESCHER, PRESIDENT

3. ASSIGNEE OF SECURED PARTY: FORD MOTOR CREDIT CO.
10710 MIDLOTHIAN TURNPIKE FAIRFAX BUILDING
SUITE 306
RICHMOND, VA 23235

156

7A
6

556 FEE 494

MARYLAND

281119

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 6/1/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Central Credit Control Inc.
Address 823 Main Ave. Luthersville Md 21090

2. SECURED PARTY

Name Security Ford New Holland, Inc.
Address 3828 Washington Blvd.
Baltimore, MD 21227

3. Assignee of Secured Party Ford Motor Credit Co.

Address 10710 Midlothian Turnpike Fairfax Bldg. Suite 306
Richmond, VA 23235

RECORD FEE 11.00
POSTAGE 342 .50
#796710-6777 R02 T14:44
06/08/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

4. Maturity date of obligation (if any) _____

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

- 1 New Ford 60-160 Diesel Lawn & Garden Tractor w/ 48" Mower SW T000012
- 1 New Ford 60-160 Diesel Lawn & Garden Tractor w/ 48" Mower SW T000008
- 1 New Ford Model 1320 Diesel Tractor SW UC 23999

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

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

NOT SUBJECT TO RECORDATION TAX (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Central Credit Control Inc.

1/15/90

John T. Cook
(Signature of Debtor) JOHN T. COOK, President

Type or print above Signature on above line

(Signature of Debtor)

Thomas J. Drescher
(Signature of Secured Party)

Thomas J. Drescher President
Type or print above name on above line

STATE OF MARYLAND **556** **495**

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278938

RECORDED IN LIBER 547 FOLIO 282 ON 10/23/89 (DATE)

1. DEBTOR

Name SHARP STEEL ERECTORS, INC.

Address 4975 MUDDY CREEK ROAD, WEST RIVER, MD 20778

2. SECURED PARTY

Name ORIX CREDIT ALLIANCE, INC.

Address P.O. BOX 1680, 500 DIGIULIAN BLVD., GLEN BURNIE, MD 21061

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>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
#796740 CTT7 R02 T14:47
06/08/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

ORIX CREDIT ALLIANCE, INC.

Dated MAY 3, 1990

Patrick White
(Signature of Secured Party)
PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Name on Above Line

153

A. A. Co.
\$134.00

556 PAGE 496

281120

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) Larkin Electric Co., Inc. 7207 Baltimore Annapolis Blvd. Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Renée Vick 22001-0609</u></p> <hr/> <p>Return to Secured Party</p>
--	---

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (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

The Contractor by Maxwell 8 user computer system and software
#SX0924-008; Wangtek Tape Drive #165176PR.

RECORD FEE 11.00
RECORD TAX 122.50
POSTAGE .50
#776760 CTTT R02 T14:48
06/08/90

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: \$ 17,400.00

DEBTOR:

Larkin Electric Co., Inc.
(Type Name)
By: Jeffrey D. Larkin, President
By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND
By: Paul R. Lenhart, Vice President
(Type Name)
5/29 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

JUN 1 1990

15
12250
.50

556 497
Butler Leasing Company

281121

FINANCING STATEMENT (FORM UCC-1)

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract-Lessor is Seller and Lessee Purchaser of Equipment)

LESSEE: Mr. Tire, Inc.
9375 US Rt 1
P.O. Box 428
Savage, MD 20763

LESSOR: BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:
EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.
See Attached Equipment Schedule

RECORD FEE 11.00
POSTAGE .50
#796890 CTTT R02 T14:59
06/08/90
OK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: See Attached Equipment Schedule, ,

LESSEE
Mr. Tire, Inc.

LESSOR
BUTLER LEASING COMPANY

BY: Fredric A. Tomarchio

BY: Grace M. Cullage

PRINT NAME & TITLE: FREDRIC A. TOMARCHIO PRES. Grace M Cullage, Vendor Service Manager

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-8360

11.5

Butler Leasing Company

SCHEDULE EQUIPMENT

556 PAGE 498

<u>QUANTITY</u>	<u>DESCRIPTION</u>
	Equipment to be located at: 9375 U.S. Route 1 Laurel, MD 20763
2	QS706ST/01 Swivel Executive Chairs - glazed maroon
4	QS706/01 A/Chairs - glazed maroon
8	1039 Executive Swivel chairs, C-maroon
1	7UG-745-RH Executive U-Shape Desk Set
2	700KT Computer Tray
2	7CR56-2 Credenza
1	7RC-680-LH Reception Desk
1	796-DT Conference Table Wood top
1	7UG-745-LH Executive U-Shaped Desk Set
2	LB142F/DR-Sec (LH) Secretarial Desk 60 X 30 with 40 X 20 Left hand return - black walnut, central lock, Hi side
1	LB143F/DR-Sec(RH) Secretarial desk 60 X 30 with 40 X 20 right hand return - black walnut, central lock, Hi side
1	LB789A/WV48 Walnut Grained bookcase 48" H
1	Sales Counter and credenza
1	Lateral File 5 Drawer Black
	Equipment to be located at: 6332 Baltimore National Pike Baltimore, MD 21228
1	Sales Counter and credenza
	Equipment to be located at: 1920 West Street Annapolis, MD 21401
1	Sales Counter and credenza
	Equipment to be located at: 6761 Old Alexander Ferry Road Clinton, MD 20735
1	Sales Counter and Credenza

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

281122

Butler Leasing Company

BOOK 556 PAGE 499

FINANCING STATEMENT (FORM UCC-1)

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract-Lessor is Seller and Lessee Purchaser of Equipment)

LESSEE: Norwood of Maryland, Inc.
1450 Grimm Road
Severn, MD 21144

LESSOR: BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

SECRET LEASING AND FINANCIAL CORPORATION
P.O. BOX 22497
BALTIMORE, MD 21208

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

See attached Schedule Equipment

RECORD FEE 11.00
POSTAGE .50
#796890 C777 R02 T14:59
06/08/90

OK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: same as above

LESSEE
Norwood of Maryland, Inc.

BY: Robert S. Kerr

ROBERT S. KERR PRES
PRINT NAME & TITLE:

LESSOR
BUTLER LEASING COMPANY

BY: Braca M. Cullage

Braca M. Cullage, Vendor Service Man

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-8360

11.8

Butler Leasing Company

556 PAGE 500

SCHEDULE EQUIPMENT

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	HA2J556 VR 20 Table with Stratasteel board 37-1/2" X 60"
1	H30J562 VR 20 Reference Table
1	VE520 Vemco 520 Drafting machine 37" X 60" board cov.
14	Alvin drafting machine scales
1	7768-U Steel Cap
1	7758-C Five drawer unit
1	7767-8-9-X sanitary base legs
1	Edsal 4001 TN storage cabinet
1	Hon 512K 2 drawer file cabinet
1	Hon 1287 bookcases
2	Sauder 4520 typing stand
2	Sauder 430 computer desk
1	Rub 2362 chair mats
3	Rub 2350 chair mats
7	SST48 W # 100 secretarial chairs
3	HTS side chairs
2	HTS #600 executive high back chair
1	HP C3811 executive high back chair
1	BEV Oak coffee table
1	BEV TMBS 3672 conference table
1	ART 55-41-136-01 lateral file
2	314-1100 high back chairs
5	M & H 311/1 side chairs
14	HTPR 306 L secretarial desk
1	HTPR 306R L secretarial desk
2	HTPR 302 30 X 60 DP desk
3	HTPR 311 72" credenza
1	HTPR 304 36" X 72" desk
1	Miller 3600 2 LF lateral file
1	Miller 3693 credenza
1	Miller 3620 72 X 36 desk

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

FINANCING STATEMENT FORM 800-1

Identifying File No. 281123

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1

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 - 731255

1. DEBTOR

Name STEVEN M. SONGER
Address 138 DEALE 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

RECORD FEE 11.00
POSTAGE .50
#796920 6777 R02 T15:02
CK 06/09/90

3. Maturity date of obligation (if any) _____

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

- 1 NEW KUBOTA T1400H LAWN TRACTOR, SER.#30053.
1 NEW KUBOTA T3014 GRASS CATCHER, SER.#7109.

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

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

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

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

Signature of Debtor

STEVEN M. SONGER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

CHRIS HANBURGER, GENERAL MANAGER
Type or Print Above Signature on Above Line

Handwritten initials TSU

556 502

281124

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):
Patuxent Sand Company
1861 Crownsville Road
Annapolis MD 21401
M-32671A

(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):

RECORD FEE 11.00
POSTAGE .50
#T96930 0777 R02 T15:03
06/08/90

For Filing Officer

GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

One (1) New Caterpillar Model #966E Wheel Loader S/N:99Y05441

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

MD

XXXX

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

Patuxent Sand Company

Alban Tractor Co., Inc

Glenn James N.P.

(By)

(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

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 Code - Numerical

281125

556 503

I HEREBY Certify that \$661.50 was Paid in Recordation Tax to the Clerk of the Circuit Court for Anne Arundel County

Kathy Fordyce

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 94,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Bio Gro Systems, Inc.
 (Name)
180 Admiral Cochrane Drive
 (Address)
Annapolis, Md. 21401

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Catherine L. 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)

Warner Fruehauf Trailer Model: TAO-F1-W-7500
 S/N LH4T04226LL029801
 LH4T04228LL029802
 LH4T0422XLL029803
 LH4T04221LL029804
 LH4T04223LL029805
 LH4T04225LL029806
 LH4T04227LL029807
 LH4T04229LL029808
 LH4T04220LL029809
 LH4T04227LL029810

RECORD FEE 11.00
 RECORD TAX 661.00
 POSTAGE .50
 HT96950 CT77 R02 T15:08
 06/08/90
 CK H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

1990 Toyota 4 Runner S/N JT3VN39W4L0027694

John Deere Model 2755 Tractor S/N L02755F697777

1990 F350 Ford Truck S/N 1FDKF38M4LNB13470

1990 Crown Victoria (Ford) S/N 2FACP74F3LX104946

John Deere Loader S/N DW624EB523078

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)

Bio Gro Systems, Inc. (Seal)

Stephen R. Campbell (Seal)
 (Signature)

Stephen R. Campbell
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

William K. Blanchet (Seal)
 (Signature)

James R. Hecht
 (Print or Type Name)

STATE OF MARYLAND
 COUNTY OF ANNE ARUNDEL

Signed and Sealed before me this 25th day of May, 1990.

Mary Ruth Safford
 Notary Public

My Commission expires: 7-1-90

661
 28

281126

556 504

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

1 Debtor(s) Name and Mailing Address (Do not abbreviate) Bruce Carpet Service dba Carpetronex 3215 Blackwalnut Annapolis, MD 21403	2 Secured Party(ies) Name and Address Advantage Funding Corp 1000 Parkwood Circle Atlanta, GA 30339	3 (For Filing Officer Only) File Number _____ Time _____ Date _____ County, Georgia Office of Clerk, Superior Court
6 This Financing Statement covers the following types (or items) of property (NOTE: If collateral is crops, fixtures, minerals or the like, complete Item 5, proceeds derived from cash proceeds must be specifically described below) <i>"Not subject to Recordation Tax - Notice purposes only"</i> All now owned and hereafter acquired accounts, contract rights, chattel paper and general intangibles of the Debtor. This obligation is not subject to a maturity date. <input type="checkbox"/> Check if products of the collateral are also covered		5 If an applicable box is checked below, this financing statement is to be indexed in the real estate records as described in Item 6a. <input type="checkbox"/> The crops listed herein are growing or to be grown on the real estate described herein <input type="checkbox"/> The goods listed herein are or are to become fixtures on the real estate described herein <input type="checkbox"/> The minerals or the like listed herein (including oil and gas) or accounts will be located on the wellhead or minehead of the well or mine located on the real estate described herein 3K H. ERLE SCHAFFER The record owner or lessee of the real estate is _____ AN CO. CIRCUIT COURT
7 This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral (check where applicable, otherwise Debtor is required to sign and Secured Party is not required to sign) <input type="checkbox"/> 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 <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor		IMPORTANT - COMPLETE THIS BOX Maturity Date _____ If none state so _____
By <u>Bruce Carpet Service dba Carpetronex</u> (Use whichever signature line is applicable)		By <u>Advantage Funding Corp</u> Signature of Secured Party(ies)

1 FILING OFFICER COPY

BY: Danny Lee (TITLE)

DATED: 2/21, 19 90

10

AA Co.

556 515

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. 271866 Dated 3/2/88

Record Reference Book 523 Page 489

2. DEBTOR:

Name: Mid-Atlantic Door Services Co., Inc.
(Last Name First)

ADDRESS: 107 Virginia Avenue - Pasadena, MD 21122

RECORD FEE 10.00
POSTAGE .50
NY88990 CT77 R02 T15:10
06/08/90
CK H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

3. SECURED PARTY IS:

NAME: 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: *Darryl Lee* *CEO*
(TITLE)

DATED: *2/21*, 19 *90*

10

aa. Co
~~SDAT~~

556 PAGE 506

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. 271051 Dated 1228/87
Record Reference Book 521 Page 316

2. DEBTOR:

Name: Mid-Atlantic Door Services Co., Inc.
(Last Name First)
ADDRESS: 107 Virginia Avenue - Pasadena, MD 21122

3. SECURED PARTY IS:

NAME: Signet Bank/Maryland
ADDRESS: Baltimore & St. Paul Streets - Baltimore, MD 21203

CK RECORD FEE 10.00
POSTAGE .50
#797000 C777 R02 T15:11
06/08/90
H. ERLE SCHAFFER
Circuit Court

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: [Signature] [Signature]
(TITLE)

DATED: 2/21, 19 90

15

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1 Identifying file No. 281132

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

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

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

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

1. DEBTOR

Name JAMES R. STEVENS
Address 316 MILL SWAMP RD., EDGEWATER, MD 21037

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address P.O. BOX 65090, West DesMoine, IA 50265

RECORD FEE 11.00
POSTAGE .50
#797019-6777 R02 T15:12
06/08/90
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)

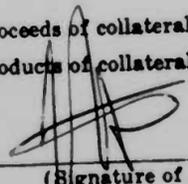
1 - JD 328 Baler #E00328X779296

CHECK THE LINES WHICH APPLY

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

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

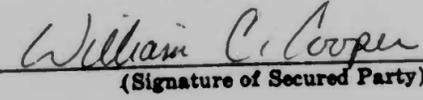
(Proceeds of collateral are also covered)
 (Products of collateral are also covered)



(Signature of Debtor)
JAMES R. STEVENS
Type or Print Above Name on Above Line

JAMES R. STEVENS
(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

WILLIAM C. COOPER

Type or Print Above Signature on Above Line

15



*Approved
August
11.50*

558 508

MARYLAND FINANCING STATEMENT

281127

(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.
(Name or Names)
803-E Barkwood Court, Linthicum, Maryland 21090
(Address) NFSL 3961

LESSEE: _____
(Name or Names)

(Address)

2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234

3. ASSIGNEE (if any) Northfield 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 11.00
POSTAGE .50
#797040 C777 R02 T15:13
06/08/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
<u>Soil and Land Use Technology, Inc.</u>	<u>Chesapeake Industrial Leasing Co., Inc.</u>
By: <u>Jagdish C. Mittal</u> Pres. By: <u>Donald A. Lounsbury</u> Credit Manager	
<u>Jagdish C. Mittal</u> (Title)	<u>Donald A. Lounsbury</u> (Title)
(Type or print name of signer)	(Type or print name of signer)
By: _____	Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u>
(Title)	<u>9506 Harford Road</u>
(Type or print name of signer)	<u>Baltimore, MD 21234</u>

11.50



SCHEDULE A

FORM 556 509
NFSL 3961

Attached to and made a part hereof Equipment Lease No. _____
dated May 30, 1990.

<u>Quantity</u>	<u>Description</u>
1	Meiji Techno America ML-POL Polarizing Microscope
1	Meiji Stereo Microscope, Eyepieces, P-Stand
1	Barco QI-250 Fiber Optic Light
1	Scavenger Series 2000 Single Tube Blower with Hepa Filter

Approved and agreed to this 30th day of May, 1990

Lessee: Soil and Land Use Technology, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: Jagdish C. Mittal By: Donald Brundage

Armed
Armed
12.50

pt.

NOV 556 510

MARYLAND FINANCING STATEMENT

281128

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

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

- LESSEE: George C. Rigakos T/A Chris's Lunch Express
(Name or Names)
6801 Douglas Legum Drive, Baltimore, Maryland 21227
(Address)
LESSEE: _____ CFSL 3971
(Name or Names)

(Address)
- LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
- ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association
Of LESSOR: _____ (Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Address)
- This financing Statement covers the following types (or items) of property:

See Attached Schedule A.

RECORD FEE 12.00
POSTAGE .50
#797050 0777 R02 T15:13
06/08/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE
George C. Rigakos T/A
Chris's Lunch Express

By: *George C. Rigakos* owner
(Title)
George C. Rigakos
(Type or print name of signer)

By: _____
(Title)
(Type or print name of signer)

LESSOR

Chesapeake Industrial Leasing Co., Inc.

By: *Brian G. Connelly* Manager
(Title)
Brian G. Connelly
(Type or print name of signer)

Return to: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road
Baltimore, MD 21234

178

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. CESL 3971
dated May 22, 1990.

556 511

<u>Quantity</u>	<u>Description</u>
1	Walk-in Box 8'-0" x 7'0", MFG. Southern Stainless Model #Custom
1	Shelving for Walk-in, MFG. Eagle, Model #1848E
1	Dry Storage Shelving, MFG. Eagle, Model #1848Z
1	2-Door Freezer, MFG. Beverage Air, Model #EF-48
1	Work Table 30 X 72, MFG. Eagle, Model #T3072B-BS
1	Over Shelf, MFG. Eagle, Model #Ws 1272-16/4
1	Worktop Refrigerator, MFG Beverage Air, Model #WTR-60
1	Work Table 30 X 96, MFG. Eagle, Model #T3096B BS
1	Sandwich Unit 48", MFG. Beverage Air, Model #SUR48-12
1	Draft Beer Dispenser, MFG. Beverage Air, Model #DD-50
1	Kold Draft Ice Machine 300/350, Model #GT301-WK
1	Dry Storage 14 X 60, MFG. Sec Eagle Model #1460Z
1	Pizza Oven, MFG Vulcan Hustler, Model #9030A
1	Char Broiler, MFG Imperial, Model #IRB-24
1	Grill Easy Clean Surface, MFG Imperial Model #ITG-48
1	4-Burner Range, MFG Imperial, Model #IR-4
1	Fryer, MFG. Vulcan, Model #7594-G
1	Stream Table, MFG. Eagle, Model #ANTP-5-NG
1	2-Ring Warmer w/Adaptor Inserts, MFG. Eagle, Model #1220 FW-120
1	Can Opener
1	Orange Juice Spray, MFG Jet Spray, Model #T-2
1	Slicer
1	Work Table 30 X 48, MFG. Eagle, Model #T2424-B
1	Toaster-4 Slice - 2 pcs., MFG. Toastermaster
1	Soda Dispenser, MFG. Sitco
1	Stand for Grill, MFG. Imperial, Model # Custom
1	Hood System 4' X 11' and 4' x 5' sections
1	MFG Ampsko Model #Custom

Approved and agreed to this 22nd day of May, 1990
Lessee: George C. Rigakos T/A Chris's Lunch Express Lessor: Chesapeake Industrial Leasing Co., Inc.
By: [Signature] By: [Signature]

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 441

Page No. 312

Identification No. 239447

Dated August 28, 1981

1. Debtor(s) { Howard W Schindler & Sherry D Schindler
Name or Names—Print or Type
422 Riverside 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) _____

RECORD FEE 13.00
POSTAGE .50
#79770 DTTT R02 T15:22
06/09/90

4. Check Applicable Statement:

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

Dated: June 4, 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

A. A. Co.
13.50

556 PAGE 513

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 436

Page No. 236

Identification No. 237405

Dated April 13, 1981

1. Debtor(s) { Harold M Sheppard & Michiko Sheppard
Name or Names—Print or Type
{ 539 Bruce Avenue Odenton (AA Co) Md 21113
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) _____

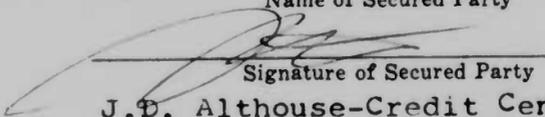
4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/></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 .50
#797190 C777 R02 T15:22
06/08/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: June 4, 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)

1350

A.A 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. 443

Page No. 222

Identification No. 240185

Dated October 27, 1981

1. Debtor(s) { Paul Schatzberg & Tobalee I Schatzberg
Name or Names—Print or Type
746 Warren Drive, Annapolis (AA Co) Md 21403
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.) Termination</p>

RECORD FEE 13.00
POSTAGE *CK* .50
#797190 C777 R02 T15+23
06/08/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: June 4, 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)

138

AA Co.
B. 53

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE **556** **515**
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271160

RECORDED IN ~~BOOK~~ **521** ~~PAGE~~ **176** ON **12/23/87** (DATE)

1. DEBTOR

Name F & M DISTRIBUTORS, INC.
Address 25800 Sherwood - Warren, Michigan 48091

2. SECURED PARTY

Name NATIONAL BANK OF DETROIT, AS AGENT
Address 611 Woodward Avenue - Detroit, Michigan 48226 (See Exhibit A)
Todd K. Garvelink, 800 First National Bldg., Detroit, Michigan 48226

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

RECORD FEE 20.00
MESSAGE .50
#797200-C777 R02 T15:24
06/08/90
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 type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Amendment</p>
	<p>The financing statement bearing file number shown above is being amended to substitute Exhibit A attached hereto for Exhibit C to the original financing statement, and to substitute Exhibit B attached hereto for Exhibit A of the original financing statement.</p>	
	<p>Filed with: Anne Arundel County</p>	

Dated 4-27-90

George A. Sch...
(Signature of Secured Party)
NATIONAL BANK OF DETROIT, AS AGENT
Type or Print Above Name on Above Line

20 50

National Bank of Detroit is the Secured Party individually and as agent for itself and three other lending institutions, the names and addresses of which are as follows:

National City Bank
National City Center
Cleveland, Ohio 44101-0756

Manufacturers National Bank of Detroit
Renaissance Center
Detroit, Michigan 48243

Comerica Bank-Detroit
211 West Fort Street
Detroit, Michigan 48274-1195

EXHIBIT B 556 PAGE 517
TO FINANCING STATEMENT OF
F & M DISTRIBUTORS, INC.

All of the following described property whether now owned or existing or hereafter acquired or arising and wherever located (all of which is herein collectively called the "Collateral"):

(a) All of the Debtor's inventory of every type, wherever located (including without limitation those locations listed on Exhibit B of the Original Financing Statement) including but not limited to raw materials, work in progress, finished goods, returned goods and all inventory that is available for leasing or leased to others by the Debtor;

(b) All books and records of the Debtor related in any way to the Collateral described above;

(c) All substitutions and replacements for, and all additions and accessions to, any and all of the foregoing; and

(d) All products and all proceeds of any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not the Banks or any of them is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

BME/00007/1787/BT5/1

STATE OF MARYLAND

556 PAGE 518

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271955

RECORDED IN BOOK 524 PAGE FOLIO 100 ON 3/9/88 (DATE)

1. DEBTOR

Name F & M Distributors, Inc.
Address 25800 Sherwood - Warren, Michigan 48091

2. SECURED PARTY

Name National Bank of Detroit
Address 611 Woodward Avenue - Detroit, Michigan 48226

Todd K. Garvelink, 800 First National Building, Detroit, MI 48226
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 12.00
.50
48226
797210 C777 R02 T15:24
06/08/90
H. ERLE SCHAFFER
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.) Amendment</p>

Exhibit A attached hereto is substituted for Exhibit A to the original Financing Statement.

Filed With: Anne Arundel County

Dated 4-27-90

Joseph A. Sch...
(Signature of Secured Party)
NATIONAL BANK OF DETROIT
Type or Print Above Name on Above Line

1200
50

EXHIBIT A
TO FINANCING STATEMENT OF BOOK 556 PAGE 519
F & M DISTRIBUTORS, INC.

All of the following described property whether now owned or existing or hereafter acquired or arising and wherever located (all of which is herein collectively called the "Collateral"):

(a) All of the Debtor's inventory of every type, wherever located (including without limitation those locations listed on Exhibit B of the Original Financing Statement) including but not limited to raw materials, work in progress, finished goods, returned goods and all inventory that is available for leasing or leased to others by the Debtor;

(b) All books and records of the Debtor related in any way to the Collateral described above;

(c) All substitutions and replacements for, and all additions and accessions to, any and all of the foregoing; and

(d) All products and all proceeds of any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not the Banks or any of them is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

BME/00007/1787/BT6/1

556 520

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. 270190

Page No. 582

10-9-87
1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#798150 C237 R02 T11:21
06/11/90
EK H. ERLE SCHAFER
WA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 303 (Building 5) as shown on the Plats entitled "Phase 16, Building 5, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 16 through 20, inclusive, Plats No. E-2216 through E-2220, inclusive.

Dated: _____

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(155-89)

556 521

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
W798160 C237 R02 T11:21
06/11/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 103, 203 and 301 (Building 7) as shown on the Plats entitled "Phase 14, Building 7, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 37 through 41, inclusive, Plats No. E-2237 through E-2241, inclusive.

Dated: _____

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*

FILE IN:

- () SDAT
- () Land Records
- (xxx) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(156-89/250-89/208-89)

100



556 522

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#798170 C237 R02 T11:21
CK 06/11/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 103 (Building 5) as shown on the Plats entitled "Phase 16, Building 5, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 16 through 20, inclusive, at Plat Nos. E-2216 through E-2220, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 202 (Building 6) as shown on the Plats entitled "Phase 15, Building 6, Cromwell Fountain - Section I", which Plats are recorded among the Land Records in Anne Arundel County in Condominium Plat Book E-45, pages 30 through 34, inclusive, at Plat Nos. E-2230 through E-2234, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 204 (Building 7) as shown on the Plats entitled "Phase 14, Building 7, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 37 through 41, inclusive, at Plat Nos. E-2237 through E-2241, inclusive.

Dated: April 3, 1990

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson
Scott C. Nicholson
Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(164-89/252-89/174-89)

10/80

556 523

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#799190 C237 R02 T11:22
06/11/90

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 101 (Building 7) as shown on the Plats entitled "Phase 14, Building 7, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 37 through 41, inclusive, Plats No. E-2237 through E-2241, inclusive.

Dated: May 5, 1990

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
Scott C. Nicholson
Vice President

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(173-89)

1000
[Handwritten mark]

556 524

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#798190 C237 R02 T11:22
06/11/90

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 202 (Building 7) as shown on the Plats entitled "Phase 14, Building 7, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 37 through 41, inclusive, Plats No. E-2237 through E-2241, inclusive.

Dated: May 5, 1990

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
SCOTT C. NICHOLSON
Vice President

FILE IN:

- () SDAT
- () Land Records
- ~~(XXX)~~ Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(183-89)

1000



556 525

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#790200 C237 R02 T11:23
06/11/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 6) as shown on the Plats entitled "Phase 15, Building 6, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 30 through 34, inclusive, Plats No. E-2230 through E-2234, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 203 (Building 10), as shown on the Plats entitled "Phase 11, Building 10, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-42, page 50 and Condominium Plat Book E-43 pages 1 through 4, inclusive, Plats No. E-2100 through E-2104, inclusive.

Dated: May 5, 1990

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
JOHN C. NELSON
Vice President

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(213-89/251-89)

12/10

556 526

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
HT98210 C237 R02 T11:23
06/11/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 103 and 204 (Building 6) as shown on the Plats entitled "Phase 15, Building 6, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 30 through 34, inclusive, Plats No. E-2230 through E-2234, inclusive.

Dated: _____

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(226-89/225-89)

10/10

556 527

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

RECORD FEE 10.00
POSTAGE .50
#798220 C23T R02 T11:23
06/11/90
CR H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 203 (Building 6) as shown on the Plats entitled "Phase 15, Building 6, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 30 through 34, inclusive, Plats No. E-2230 through E-2234, inclusive.

Dated: _____

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(232-89)

10/20



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

RECORD FEE 10.00
POSTAGE .50
WT98230 C237 R02 T11:24
06/11/90
H. ERLE SCHAFFER
AA CB. CIRCUIT COURT

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 301 (Building 5) as shown on the Plats entitled "Phase 16, Building 5, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 16 through 20, inclusive, Plats No. E-2216 through E-2220, inclusive.

Dated: _____

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(260-89)

10/10



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
MT98240 0237 R02 T11:24
06/11/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 304 (Building 6) as shown on the Plats entitled "Phase 15, Building 6, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 30 through 34, inclusive, Plats No. E-2230 through E-2234, inclusive.

Dated: April 3, 1990

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

Scott C. Nicholson
Vice President

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(410 90)

100

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#798250 0237 R02 T11:24
06/11/90
GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 101 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 14 through 18, inclusive, Plats No. E-2114 through E-2118, inclusive; and,

BEING FURTHER KNOWN AND DESIGNATED as Unit 101, (Building 9) as shown on the Plats entitled "Phase 12, Building 9, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-42, pages 33 through 37, inclusive, at Plat No. E-2083 through E-2087, inclusive.

Dated: _____ FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(024-90/017-90)

100/50

556 531

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

RECORD FEE 10.00
POSTAGE .50
#798260 0237 R02 T11:25
06/11/90
GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 104 (Building 9) as shown on the Plats entitled "Phase 12, Building 9, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-42, pages 33 through 37, inclusive, Plats No. E-2083 through E-2087 inclusive.

Dated: _____

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(025-90)

10/2

556 FILE 532

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

RECORD FEE 10.00
POSTAGE .50
#798270 C23T R02 T11:25
06/11/90
CK H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 304 (Building 5) as shown on the Plats entitled "Phase 16, Building 5, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 16 through 20, inclusive, Plats No. E-2216 through E-2220, inclusive.

Dated: _____ FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(031-90)

1000/0

556 533

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#T98280 C237 R02 T11:25
06/11/90
CK H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 301 (Building 6) as shown on the Plats entitled "Phase 15, Building 6, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 30 through 34, inclusive, Plats No. E-2230 through E-2234, inclusive.

Dated: May 5, 1990

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
SETH C. NICHOLSON
Vice President

FILE IN:

- () SDAT
- () Land Records
- (x) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(032-90)

10/0

556 534

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#798290 0237 R02 T11:26
06/11/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 7) as shown on the Plats entitled "Phase 14, Building 7, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 37 through 41, inclusive, Plats No. E-2237 through E-2241, inclusive.

Dated: _____

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(082-90)

10/20/90

556 535

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#798300 C237 R02 T11426
06/11/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 303 (Building 6) as shown on the Plats entitled "Phase 15, Building 6, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 30 through 34, inclusive, Plats No. E-2230 through E-2234, inclusive.

Dated: April 3, 1990

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

FILE IN:

Scott C. Nicholson
Vice President

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(090-90)

10/10
P

556 536

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#798310 0237 R02 T11:26
06/11/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 7) as shown on the Plats entitled "Phase 14, Building 7, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 37 through 41, inclusive, Plats No. E-2237 through E-2241, inclusive.

Dated: April 3, 1990

FIRST AMERICAN BANK OF MARYLAND

By: *Scott C. Nicholson*
Scott C. Nicholson
Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(091-90)

10/10

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#798320 C237 R02 T11:27
06/11/90
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 6) as shown on the Plats entitled "Phase 15, Building 6, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 30 through 34, inclusive, Plats No. E-2230 through E-2234, inclusive.

Dated: _____

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(122-90)

1000
/0

C90-02-026

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20008

BOOK 556 PAGE 538

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN The Financing Records of
~~LAND RECORDS~~ 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,	Bethesda,	Maryland 20814
		Suite 900		

<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:

Lots numbered 96 in the subdivision known as "3rd Amended Plat 3 of 3, WALDEN, Planned Unit Development Section One", as per plat thereof recorded in Plat Book 126 at Plat No. 16, among the Land Records of Anne Arundel County, Maryland,

Debtor(s) or assignor(s)

_____ AMERIBANC SAVINGS BANK _____ (Seal)
 _____ (Corporate, Trade or Firm Name)
 By: Linda C. Miller

 Signature of Secured Party or Assignee
 Linda C. Miller, Vice President

 (Type or print name under signature) (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

11.00

↓
 AFTER RECORDING MAIL TO:
 CAPITOL TITLE INSURANCE AGENCY, INC.
 2101 Defense Highway, Suite 1
 Crofton, Maryland 21114
 (301) 261-6201/721-3340

PURCHASE MONEY

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$10,800.00

1. Name of Debtor(s): Schurmer, Inc.
Address: 1249 Mayo Road
Edgewater, MD 21037

281129

556 PAGE 539

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~1000 ...~~
~~...~~
2001 Davidsonville Road
Crofton, Maryland 21114

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

One (1) P&H Truck Crane, Model 225, S/N 24449 with 85' of boom

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 119.00
POSTAGE .50
#798620 0237 R02 T12:51
06/11/90
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s) Schurmer, Inc.

Secured Party:

[Signature]
Raymond J. Schurmer, President

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*
Jeffrey S. Amiger, Assistant 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)

1100
119.00
13

180895

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): KRAMER CONTRACTING COMPANY, INC. ✓
Address: 194 Eastern Road
Pasadena, MD. 21122

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Coleville Road
~~7984 Crain Highway
Glen Burnie, MD. 21061~~
7984 Crain Highway
Glen Burnie, MD. 21061

556 281130

3. This Financing Statement covers the following types (or items) of property:

281130

SEE EXHIBIT "A"

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
POSTAGE .50
#798630 C237 R02 T12:52
05/11/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Kramer Contracting Company, Inc.

Secured Party:

Martin R. Kramer, President ✓

FIRST AMERICAN BANK OF MARYLAND

Kevin C. Kramer, Vice President ✓

By: Denise Sutton, Branch Officer.
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1100
53

EXHIBIT "A"
FINANCING STATEMENT
BY
KRAMER CONTRACTING CO. INC.
AND
FIRST AMERICAN BANK OF MARYLAND, Secured Party

This Financing Statement covers the following types (or items) of property (the Collateral):

- a) All inventory of Debtor, whether now owned or hereafter acquired;
- b) All equipment of Debtor, whether now owned or hereafter acquires;
- c) All accounts of Debtor, whether now existing or hereafter arising;
- d) 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;
- e) Together with all accessions, accessories, attachments, parts, equipment, and repairs now of 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.

180890

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax of \$1,000.00
principal amount of \$.....

1. Name of Debtor(s): Crofton Exxon, Inc.
Address: Rt3 & Cronson Lane
Crofton, Maryland 21114

556 542

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910
Attn: Dennis L. Ortiz

281131

3. This Financing Statement covers the following types (or items) of property:
All Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements presently owned by debtor at the date of this agreement, all Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements at any time hereafter acquired by debtor and all proceeds of such Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements. Together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
RECORD TAX 7.00
#798640 C237 R02 T12:53
06/11/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
POSTAGE .50
#798650 C237 R02 T12:53
06/11/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s): Crofton Exxon, Inc.
Albert J. Nuzzo, Jr. Pres
Albert J. Nuzzo, Jr. Pres.

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *[Signature]*
Dennis L. Ortiz, Vice-Pres.
(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 00
7 3

STATE OF MARYLAND

556 543

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ²⁷⁸³⁹⁴ 436220

RECORDED IN LIBER 545 FOLIO 9 ON August 17, 1989 (DATE)

1. DEBTOR

Name Wang Laboratories, Inc.
Address One Industrial Avenue, Lowell, MA 01851

2. SECURED PARTY

Name The First National Bank of Boston, as Collateral Trustee under the
the Collateral Trust Agreement dated as of August 15, 1989
Address 100 Federal Street, Boston, MA 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE

10.00

POSTAGE

.50

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

*All U.S. Lease Contracts and all Portfolio Property described in Exhibit A hereto and transferred to General Electric Capital Corporation pursuant to the GECC Purchase Agreement. A description of the U.S. Lease Contracts and the Portfolio Property and a copy of the GECC Purchase Agreement are available without cost upon written request to General Electric Capital Corporation, Vendor Equipment Financing, 55 Federal Road, Corporate Center 1, Danbury, CT 06813.

Information about

50 0777 R03 T15:24
6/11/90
ERLE SCHAFER
AA 00. CIRCUIT COURT

Filed with: Clerk of the Circuit Court of Ann Arundel County, MD

THE FIRST NATIONAL BANK OF BOSTON, as Collateral Trustee

Dated _____

(Signature of Secured Party)

Signature

Type or Print Above Name on Above Line

155

Exhibit A

Name of Debtor: Wang Laboratories, Inc.

Name of Secured Party: The First National Bank of Boston,
as Collateral Trustee under the
Collateral Trust Agreement dated
as of August 15, 1989

Description of Collateral Released:

All of the Secured Party's right, title and interest in and to the following property:

(1) all U.S. Lease Contracts, as defined in the GECC Purchase Agreement; and

(2) all Portfolio Property, as defined in the GECC Purchase Agreement, described in or subject to a U.S. Lease Contract.

"GECC Purchase Agreement" means the U.S. Lease Contract Purchase Agreement dated as of June 1, 1990 among the Debtor, Wang Credit Corporation and General Electric Capital Corporation.

A description of the U.S. Lease Contracts and the Portfolio Property and information about the GECC Purchase Agreement is available without cost upon written request to General Electric Capital Corporation, Vendor Equipment Financing, 55 Federal Road, Corporate Center 1, Danbury, CT 06813.

STATE OF MARYLAND

556 PAGE 545

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ²⁷⁸²⁹⁵~~436230~~

RECORDED IN LIBER 545 FOLIO 12 ON 8/17/89 (DATE)

1. DEBTOR

Name Wang Credit Corporation
Address 55 Technology Drive, Lowell, MA 01857

2. SECURED PARTY

Name The First National Bank of Boston, as Collateral Trustee under the Collateral Trust Agreement dated as of August 15, 1989
Address 100 Federal Street, Boston, MA 02110

Jane E. Pike, Esq., Bingham, Dana & Gould, 150 Federal St., Boston, MA 02110
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

All U.S. Lease Contracts and all Portfolio Property described in Exhibit A hereto and transferred to General Electric Capital Corporation pursuant to the GECC Purchase Agreement. A description of the U.S. Lease Contracts and the Portfolio Property and ~~a copy of~~ the GECC Purchase Agreement are available without cost upon written request to General Electric Capital Corporation, Vendor Equipment Financing, 55 Federal Road, Corporate Center 1, Danbury, CT 06813.

Information about

RECORD FEE 10.00
POSTAGE .50
#677540 CTT R03 T15:23
06/11/90
H. ERLE SCHAFER
CIRCUIT COURT

Filed with Clerk of the Circuit Court of Ann Arundel County, Maryland

THE FIRST NATIONAL BANK OF BOSTON as Collateral Trustee

Dated _____ By E.M. Passela, V.P.
(Signature of Secured Party)

Type or Print Above Name on Above Line

Handwritten signature/initials

Exhibit A

Name of Debtor: Wang Credit Corporation

Name of Secured Party: The First National Bank of Boston,
as Collateral Trustee under the
Collateral Trust Agreement dated
as of August 15, 1989

Description of Collateral Released:

All of the Secured Party's right, title and interest in and to the following property:

(1) all U.S. Lease Contracts, as defined in the GECC Purchase Agreement; and

(2) all Portfolio Property, as defined in the GECC Purchase Agreement, described in or subject to a U.S. Lease Contract.

"GECC Purchase Agreement" means the U.S. Lease Contract Purchase Agreement dated as of June 1, 1990 among Wang Laboratories, Inc., the Debtor and General Electric Capital Corporation.

A description of the U.S. Lease Contracts and the Portfolio Property and information about the GECC Purchase Agreement is available without cost upon written request to General Electric Capital Corporation, Vendor Equipment Financing, 55 Federal Road, Corporate Center 1, Danbury, CT 06813.

UNIFORM COMMERCIAL CODE

STATEMENT OF AMENDMENT

The underlying secured transaction being publicized by this 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.

Check below if goods are or are to become fixtures.

[X] TO BE RECORDED IN THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY MARYLAND

For Filing Officer Use
File No.
Date &
Hour
RECORD FEE 84.00
POSTAGE .50
#799910 CRST R02 T11:09
04/12/90

CK H. ERLE RHAFFER
AA CO. CIRCUIT COURT

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: April 15, 1988
Maturity date (if any):
Record Reference:
Liber 525, folio 436

Name(s) of Debtor(s) or assignor(s) (Last Name First)

No. Street City State

STERLING HOMES CORPORATION, a Maryland corporation

7133 Rutherford Rd., Baltimore, MD

Name of Secured Party or assignee

No. Street City State

MADISON NATIONAL BANK

1730 M Street, N.W. Washington, D.C. 20036

CHECK APPLICABLE STATEMENT

- [X] 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.

84/30

[] ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

[X] OTHER

The amount of debt secured by the original Financing Statement is decreased from \$8,500,000.00 to \$7,200,000.00. Exhibit "A" to the financing statement is to be replaced by Exhibit "A" hereto.

Debtor:

STERLING HOMES CORPORATION,
a Maryland corporation

By: *Sterling Leppo*
Sterling Leppo, President

Secured Party:

MADISON NATIONAL BANK,
a national banking association

By: *K.P. Adams*
Kevin P. Adams,
Vice President

Return to:

Jones, Day, Reavis & Pogue
1450 G Street, N.W., Suite 600
Washington, DC 20005-2088
Attn: Michael Crehan, Esquire

MADISON

BOOK 556 PAGE 549

SCHEDULE A

PARCEL ONE:

BEING KNOWN AND DESIGNATED as Land Unit D, as shown on the plat entitled "Plat of Condominium Subdivision for SHG Land Condominium Previously Recorded as Stoney Beach, A Proposed Townhouse Condominium," recorded among said Plat Records of Anne Arundel County, Maryland in Plat Book 37, folio 30, et seq.

TOGETHER WITH an undivided fee simple interest in the common elements of said Condominium in accordance with the percentage established in said Amended Declaration for Stoney Beach Condominium dated March 9, 1989, and recorded among the aforesaid Land Records in Liber 4805, folio 383, et seq., and with the benefit of, and subject to, all rights, privileges, duties, restrictions, covenants, easements, conditions and annual and special assessments and charges contained in or referred to in said Amended Declaration, By-Laws and any amendments thereto.

TOGETHER with all improvements thereon and the rights, alleys, ways, waters, privileges, appurtenances, and advantages, including, but not limited to, the aforesaid percentage interest in the common elements of the said Stoney Beach Condominium, to the same belonging or appertaining.

AND SUBJECT to covenants, restrictions, easements, expenses, charges and other burdens as set forth in the Declaration and By-Laws aforesaid, and any amendments thereto, as if said provisions were recited at length herein.

PARCEL TWO:

BEING KNOWN AND DESIGNATED as Land Unit A, as shown on the plat entitled "Plat of Condominium Subdivision for SHG Land Condominium Previously Recorded as Stoney Beach, A Proposed Townhouse Condominium," recorded among said Plat Records of Anne Arundel County, Maryland in Plat Book 37, folio 30, et seq.

TOGETHER WITH an undivided fee simple interest in the common elements of said Condominium in accordance with the percentage established in said Amended Declaration for Stoney Beach Condominium dated March 9, 1989, and recorded among the aforesaid Land Records in Liber 4805, folio 383, et seq., and with the benefit of, and subject to, all rights, privileges, duties, restrictions, covenants, easements, conditions and annual and special assessments and charges contained in or referred to in said Amended Declaration, By-Laws and any amendments thereto.

TOGETHER with all improvements thereon and the rights, alleys, ways, waters, privileges, appurtenances, and advantages, including, but not limited to, the aforesaid percentage interest in the common elements of the said Stoney Beach Condominium, to the same belonging or appertaining.

AND SUBJECT to covenants, restrictions, easements, expenses, charges and other burdens as set forth in the Declaration and By-Laws aforesaid, and any amendments thereto, as if said provisions were recited at length herein.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING:

556 PAGE 550

BEING KNOWN AND DESIGNATED as Unit Nos. 27, 28, 29, 30, 31 and 32, in Building No. 5, in Stoney Beach Condominium, Phase 1, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium), Partial Subdivision of Land Unit A, Phase 1", consisting of Two (2) sheets, recorded among the Condominium Plat Records in Condominium Plat Book 41, folios 13 and 14, as Plat Nos. E 2013 and E 2014.

BEING KNOWN AND DESIGNATED as Unit Nos. 390, 391, 392, 393, 395, 396 and 397, in Building No. 58, in Stoney Beach Condominium, Phase 2, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Second Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 4822, folio 658, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium, Partial Subdivision of Land Unit A, Phase 2", and recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 41, folios 33 and 34, as Plat Nos. E 2033, and E 2034.

BEING KNOWN AND DESIGNATED as Unit Nos. 398, 399, 401, 402, 404, and 405, in Building No. 59, in Stoney Beach Condominium, Phase 3, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Second Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 4822, folio 658, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium), Partial Subdivision of Land Unit A, Phase 3", and recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 41, folios 34 and 35, as Plat Nos. E 2034 and E 2035.

BEING KNOWN AND DESIGNATED as Unit Nos. 8, 9, 10, 11, 12 and 13, in Building No. 2, in Stoney Beach Condominium, Phase 4, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Third Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 4846, folio 707, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium), Partial Subdivision of Land Unit A, Phase 4", consisting of Two (2) sheets, recorded among the Condominium Plat Records in Condominium Plat Book 42, folios 2 and 3, as Plat Nos. E 2052 and E 2053.

BEING KNOWN AND DESIGNATED as Unit Nos. 1, 2, 4, 5, 6 and 7, in Building No. 1, in Stoney Beach Condominium, Phase 5, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and First Amendment to Amended Declaration for Stoney Beach Condominium and recorded as aforesaid in Liber 4805, folio 443, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium), Partial Subdivision of Land Unit A, Phase 5", and recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 41, folios 15 and 16, as Plat Nos. E 2015 and E 2016.

BEING KNOWN AND DESIGNATED as Unit Nos. 14, 15, 16, 17, 18 and 19, in Building No. 3, in Stoney Beach Condominium, Phase 6, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Fourth Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 4880, folio 18, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium), Partial Subdivision of Land Unit A, Phase 6", consisting of Two (2) sheets, recorded among the Condominium Plat Records in Condominium Plat Book 42, folios 26 and 27, as Plat Nos. E 2076 and E 2077.

BEING KNOWN AND DESIGNATED as Unit Nos. 20, 21, 22, 23, 24, 25 and 26, in Building No. 4, in Stoney Beach Condominium, Phase 7, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Fifth Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 4897, folio 125, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium), Partial Subdivision of Land Unit A, Phase 7", and recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 42, folios 44 and 45, as Plat Nos. E 2094 and E 2095.

BEING KNOWN AND DESIGNATED as Unit Nos. 55, 56, 57, 58, 59, 60, 61 and 62, in Building No. 9, in Stoney Beach Condominium, Phase 8, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Sixth Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 4933, folio 729, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium), Partial Subdivision of Land Unit A, Phase 8", consisting of Two (2) sheets, recorded among the Condominium Plat Records in Condominium Plat Book 43, folios 19 and 20, as Plat Nos. E 2119 and E 2120.

BEING KNOWN AND DESIGNATED as Unit Nos. 49, 50, 51, 52, 53 and 54, in Building No. 8, in Stoney Beach Condominium, Phase 9, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Seventh Amendment to Amended Declaration for Stoney Beach Condominium and recorded as aforesaid in Liber 4973, folio 65, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium), Partial Subdivision of Land Unit A, Phase 9", and recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 43, folios 49 and 50, as Plat Nos. E 2149 and E 2150.

BEING KNOWN AND DESIGNATED as Unit Nos. 41, 42, 43, 44, 45, 46, 47 and 48, in Building No. 7, in Stoney Beach Condominium, Phase 10, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Eighth Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 4993, folio 717, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium), Partial Subdivision of Land Unit A, Phase 10", and recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 44, folios 31 and 32, as Plat Nos. E 2181 and E 2182.

BEING KNOWN AND DESIGNATED as Unit Nos. 33, 34, 35, 36, 37, 39 and 40, in Building No. 6, in Stoney Beach Condominium, Phase 11, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Ninth Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 5039, folio 234, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium), Partial Subdivision of Land Unit A, Phase 11", consisting of Two (2) sheets, recorded among the Condominium Plat Records in Condominium Plat Book 45, folios 35 and 36, as Plat Nos. E 2235 and E 2236.

BEING KNOWN AND DESIGNATED as Unit Nos. 451, 452, 453, 454, 455, 456, 457 and 458, in Building No. 66, in Stoney Beach Condominium, Phase 12, as established pursuant to the Amended Declaration for Stoney Beach Condominium dated March 9, 1989, made by Sterling Homes Corporation, and recorded among the aforesaid Land Records in Liber 4805, folio 383, and Tenth Amendment to the Amended Declaration for Stoney Beach Condominium (formerly SHG Land Condominium), by Sterling Homes Corporation and recorded as aforesaid in Liber 5085, folio 254, and pursuant to and shown on the Condominium Plats entitled "Supplemental Plat of Condominium Subdivision for Stoney Beach Condominium, (formerly SHG Land Condominium), Partial Subdivision of Land Unit A, Phase 12", consisting of Two (2) sheets, recorded among the Condominium Plat Records in Condominium Plat Book 46, folios 17 and 18, as Plat Nos. E 2467 and E 2468.

TOGETHER WITH an undivided fee simple interest for each Condominium Unit described above in the common elements of said Condominium in accordance with the percentage established in said Amended Declaration for Stoney Beach Condominium dated March 9, 1989, and recorded among the aforesaid Land Records in Liber 4805, folio 383, et seq., and with the benefit of, and subject to, all rights, privileges, duties, restrictions, covenants, easements, conditions and annual and special assessments and charges contained in or referred to in said Amended Declaration, By-Laws and any amendments thereto.

TOGETHER with all improvements thereon and the rights, alleys, ways, waters, privileges, appurtenances, and advantages, including, but not limited to, the aforesaid percentage interest in the common elements of the said Stoney Beach Condominium, to the same belonging or appertaining.

AND SUBJECT to covenants, restrictions, easements, expenses, charges and other burdens as set forth in the Declaration and By-Laws aforesaid, and any amendments thereto, as if said provisions were recited at length herein.

Land Units A & D are also known as all of the real property which is further described by Metes and Bounds on the fourteen (14) pages which immediately follows this page.

UNIT A

26.5739 ACRES

APRIL 12, 1988

Beginning for the same at a point on the boundary of the whole parcel of which this is a part and thence running with said boundary the seven following courses and distances, viz;

- 1) South 43 degrees 59 minutes 52 seconds East 91.76 feet
- 2) South 53 degrees 31 minutes 21 seconds East 197.34 feet
- 3) North 79 degrees 17 minutes 13 seconds East 75.32 feet
- 4) South 20 degrees 42 minutes 32 seconds East 87.66 feet
- 5) South 59 degrees 37 minutes 15 seconds East 168.08 feet
- 6) South 72 degrees 27 minutes 15 seconds East 142.63 feet
- 7) South 49 degrees 35 minutes 46 seconds East 119.69 feet,
thence leaving said boundary
- 8) South 47 degrees 40 minutes 24 seconds West 111.80 feet
- 9) South 13 degrees 23 minutes 52 seconds West 193.73 feet
to a point on the northern right-of-way line of Hilltop Road, 60 feet wide, thence crossing said road,
- 10) South 04 degrees 03 minutes 36 seconds East 60.00 feet
to a point on the southern right-of-way line of said road, thence

Exhibit "A-1"

(Metes and Bounds Description)

with said right-of-way line the three following courses and distances, viz;

11) by a curve to the left in a southwesterly direction with a radius of 330.00 feet for a distance of 521.30 feet the arc of which is subtended by a chord bearing South 40 degrees 41 minutes 05 seconds West 468.76 feet to a point of tangency, thence

12) South 04 degrees 34 minutes 14 seconds East 123.05 feet to a point of curve, thence

13) by a curve to the right in a southeasterly direction with a radius of 390.00 feet for a distance of 60.00 feet the arc of which is subtended by a chord bearing South 00 degrees 09 minutes 47 seconds East 59.94 feet, thence leaving said road,

14) South 45 degrees 05 minutes 35 seconds East 159.66 feet,

15) South 15 degrees 34 minutes 28 seconds East 146.00 feet to a point on the northern right-of-way line of Hilltop Road, thence with it,

16) by a curve to the right in a northwesterly direction with a radius of 330.00 feet for a distance of 199.83 feet the arc of which is subtended by a chord bearing North 83 degrees 28 minutes 39 seconds West 196.79 feet, thence crossing said road

17) South 23 degrees 52 minutes 11 seconds West 60.00 feet to a point on the southern right-of-way line, thence continuing the same course,

18) South 23 degrees 52 minutes 11 seconds West 139.99 feet, thence

19) South 48 degrees 10 minutes 30 seconds West 235.91 feet to a point on the boundary of the whole parcel of which this is a

part, thence running with said boundary the 27 following courses and distances, viz;

- 20) North 41 degrees 49 minutes 29 seconds West 1283.64 feet
- 21) North 33 degrees 34 minutes 50 seconds East 75.46 feet
- 22) North 65 degrees 27 minutes 36 seconds East 101.12 feet
- 23) North 79 degrees 33 minutes 27 seconds East 169.99 feet
- 24) South 84 degrees 18 minutes 46 seconds East 93.24 feet
- 25) South 86 degrees 30 minutes 26 seconds East 43.17 feet
- 26) South 84 degrees 26 minutes 05 seconds East 20.00 feet
- 27) North 89 degrees 12 minutes 56 seconds East 146.06 feet
- 28) South 00 degrees 35 minutes 05 seconds West 196.01 feet
- 29) South 28 degrees 34 minutes 40 seconds East 140.06 feet
- 30) North 89 degrees 13 minutes 33 seconds East 148.00 feet
- 31) North 57 degrees 59 minutes 41 seconds East 66.04 feet
- 32) North 28 degrees 04 minutes 21 seconds East 102.00 feet
- 33) North 27 degrees 12 minutes 46 seconds West 157.42 feet
- 34) North 10 degrees 56 minutes 21 seconds East 242.40 feet
- 35) North 36 degrees 09 minutes 28 seconds West 235.08 feet
- 36) North 19 degrees 02 minutes 32 seconds West 89.80 feet
- 37) North 08 degrees 02 minutes 32 seconds West 114.44 feet
- 38) North 03 degrees 00 minutes 46 seconds East 38.05 feet
- 39) North 51 degrees 12 minutes 56 seconds East 71.84 feet
- 40) North 36 degrees 55 minutes 37 seconds East 86.30 feet
- 41) North 54 degrees 53 minutes 33 seconds West 14.24 feet
- 42) North 33 degrees 36 minutes 23 seconds East 43.63 feet
- 43) North 48 degrees 58 minutes 38 seconds West 15.19 feet
- 44) North 56 degrees 17 minutes 51 seconds East 38.48 feet

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

BOOK 556 PAGE 557

45) North 71 degrees 42 minutes 06 seconds East 23.89 feet
to the point of beginning.

Containing 26.5739 acres of land, more or less.

Being a part of the land which by deed dated July 13, 1984
and recorded among the Land Records of Anne Arundel County,
Maryland in Liber 3763 at Folio 138 was conveyed by Stanwick
Holdings, Inc., an Ohio Corporation, to Sterling Homes
Corporation, a Maryland Corporation.

Saving and Excepting therefrom the beds of the public roads
known as Hilltop Road and Cluster Court both 60 feet wide and
being more particularly described as follows:

Beginning for the same at the end of the North 41 degrees 49
minutes 29 seconds West, 791.80 foot line of the outline of a
plat of subdivision entitled "Supplemental and Amended Plat of
Subdivision for Plat 3, STONEY BEACH," as recorded among the Land
Records of Anne Arundel County, Maryland as Plat No. 5322, in
Platbook 102, Page No. 47; thence running with the right-of-way
lines of Hilltop Road and Cluster Court as shown on plats of
subdivision entitled "Plats 3 through 5 and 7, STONEY BEACH," as
recorded among the aforesaid Land Records as Plat No.'s 5322-5324
and 5326, in Platbook 102 at Page No.'s 47 through 49 and
Platbook 103 at Page No. 1, the twenty-nine (29) following
courses and distances, viz:

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

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1) North 48 degrees 10 minutes 31 seconds East, 10.00 feet to a point of curvature, thence by a curve to the right

2) having a radius of 390.00 feet for an arc length of 639.82 feet, being subtended by a chord of South 84 degrees 49 minutes 33 seconds East, 570.44 feet to a point of tangency; thence

3) South 37 degrees 49 minutes 38 seconds East, 133.79 feet to a point of curvature; thence by a curve to the left

4) having a radius of 330.00 feet for an arc length of 34.75 feet, being subtended by a chord of South 40 degrees 50 minutes 48 seconds East, 34.74 feet to a point of truncation; thence

5) North 84 degrees 50 minutes 14 seconds East, 32.92 feet to a point of curvature; thence by a curve to the left

6) having a radius of 330.00 feet for an arc length of 221.25 feet, being subtended by a chord of North 14 degrees 38 minutes 12 seconds East, 217.13 feet to a point of tangency; thence

7) North 04 degrees 34 minutes 14 seconds West, 123.05 feet to a point of curvature; thence by a curve to the right

8) having a radius of 390.00 feet for an arc length of 412.76 feet, being subtended by a chord of North 25 degrees 44 minutes 56 seconds East, 393.76 feet to a point of truncation for Cluster Court; thence running with the right-of-way of Cluster Court

9) North 16 degrees 07 minutes 40 seconds East, 37.40 feet to a point, thence

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

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10) North 23 degrees 49 minutes 28 seconds West, 46.09 feet to a point of curvature; thence by a curve to the left

11) having a radius of 630.00 feet for an arc length of 88.76 feet, being subtended by a chord of North 29 degrees 51 minutes 38 seconds West, 88.68 feet to a point of compound curve; thence by a curve to the left

12) having a radius of 25.00 feet for an arc length of 31.17 feet, being subtended by a chord of North 69 degrees 37 minutes 12 seconds West, 29.19 feet to a point of reverse curve; thence by a curve to the right;

13) having a radius of 55.00 feet for an arc length of 234.79 feet, being subtended by a chord of North 16 degrees 56 minutes 58 seconds East, 92.99 feet to a point of compound curve; thence by a curve to the right

14) having a radius of 690.00 feet for an arc length of 179.82 feet, being subtended by a chord of South 33 degrees 17 minutes 25 seconds East, 179.31 feet to a point of tangency; thence

15) South 25 degrees 49 minutes 28 seconds East, 46.09 feet to a point of truncation; thence

16) South 67 degrees 46 minutes 18 seconds East, 37.40 feet to a point of curve on the right-of-way line of Hilltop Road; thence running with said right-of-way line by a curve to the right

17) having a radius of 390.00 feet for an arc length of 92.96 feet, being subtended by a chord of North 79 degrees 06

minutes 41 seconds East, 92.74 feet to a point on a curve; thence running through the right-of-way of Hilltop Road

18) South 04 degrees 03 minutes 36 seconds East, 60.00 feet to a point on a curve and the right-of-way line of Hilltop Road; thence running with said right-of-way line by a curve to the left

19) having a radius of 330.00 feet for an arc length of 521.30 feet, being subtended by a chord of South 40 degrees 41 minutes 05 seconds West, 468.77 feet to a point of tangency; thence

20) South 04 degrees 34 minutes 14 seconds East, 123.05 feet to a point of curvature; thence by a curve to the right

21) having a radius of 390.00 feet for an arc length of 264.39, being subtended by a chord of South 14 degrees 38 minutes 12 seconds West, 256.61 feet to a point of truncation; thence

22) South 12 degrees 44 minutes 27 seconds East, 33.46 feet to a point on a curve; thence by a curve to the left

23) having a radius of 330.00 feet for an arc length of 17.74 feet, being subtended by a chord of North 64 degrees 35 minutes 37 seconds West, 17.74 feet to a point on a curve; thence running across the right-of-way of Hilltop Road

24) South 23 degrees 52 minutes 11 seconds West, 60.00 feet to a point on a curve; thence by a curve to the right

25) having a radius of 390.00 feet for an arc length of 192.65 feet, being subtended by a chord of North 51 degrees 58 minutes 44 seconds West, 190.70 feet to a point of tangency; thence

26) North 37 degrees 49 minutes 38 seconds West, 133.79 feet to a point of curvature; thence by a curve to the left

27) having a radius of 330.00 feet for an arc length of 541.39 feet, being subtended by a chord of North 84 degrees 49 minutes 34 seconds West, 482.68 feet to a point of tangency; thence

28) South 48 degrees 10 minutes 31 seconds West, 10.00 feet to a point on said first mentioned plat line; thence with said plat line

29) North 41 degrees 49 minutes 29 seconds West, 60.00 feet to the point of beginning.

Containing 3.1003 acres of land, more or less.

Leaving a total area of 23.4736 acres of land, more or less in Unit "A".

UNIT "D"

14.2236 ACRES

APRIL 12, 1988

Beginning for the same at a point on the western right-of-way line of Hilltop Road, 60 feet wide, thence crossing said road

1) North 88 degrees 25 minutes 45 seconds East 60.00 feet to a point on the eastern right-of-way line of said road, thence leaving said road

2) North 75 degrees 23 minutes 34 seconds East 295.16 feet to a point on the boundary of the whole parcel of which this is a part, thence running with said boundary the four following courses and distances, viz;

3) South 28 degrees 13 minutes 02 seconds East 38.32 feet

4) South 42 degrees 21 minutes 26 seconds East 138.02 feet

5) South 31 degrees 29 minutes 26 seconds East 289.07 feet

6) South 56 degrees 58 minutes 17 seconds East 38.14 feet,

thence leaving said boundary

7) South 76 degrees 55 minutes 08 seconds West 235.07 feet to a point of curve, thence

8) by a curve to the right in a southwesterly direction for a distance of 59.73 feet the arc of which is subtended by a chord

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

bearing of South 25 degrees 12 minutes 56 seconds West 57.29 feet

to the end of said curve, thence

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9) by a curve to the right in a southwesterly direction with a radius of 300.00 feet for a distance of 96.50 feet the arc of which is subtended by a chord bearing South 62 degrees 57 minutes 00 seconds West 96.08 feet to the end of said curve, thence

10) South 72 degrees 09 minutes 54 seconds West 120.81 feet,

11) South 15 degrees 27 minutes 51 seconds East 207.90 feet to a point on the southern boundary of the whole parcel of which this is a part, thence running with said boundary the nine following courses and distances, viz;

12) South 87 degrees 54 minutes 10 seconds West 139.55 feet,

13) South 81 degrees 01 minutes 08 seconds West 176.16 feet,

14) North 89 degrees 04 minutes 51 seconds West 93.51 feet,

15) North 70 degrees 58 minutes 00 seconds West 121.12 feet

16) North 82 degrees 27 minutes 02 seconds West 125.59 feet

17) South 88 degrees 54 minutes 39 seconds West 131.51 feet

18) South 72 degrees 39 minutes 19 seconds West 199.58 feet

19) South 57 degrees 19 minutes 57 seconds West 74.29 feet

20) North 23 degrees 56 minutes 13 seconds West 216.42 feet,

thence leaving said boundary,

21) North 48 degrees 10 minutes 30 seconds East 67.00 feet

22) North 23 degrees 52 minutes 11 seconds East crossing the southern right-of-way line of Hilltop Road at the distance of 139.99 thereon in all 199.99 feet to a point on the northern

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

right-of-way line of Hilltop Road, thence with it the three
following courses and distances, viz;

PAGE 556 PAGE 564

23) by a curve to the left in a southeasterly direction with a radius of 330.00 feet for a distance of 199.83 feet the arc of which is subtended by a chord bearing of South 83 degrees 28 minutes 39 seconds East 196.79 feet to a point of tangency, thence

24) North 79 degrees 10 minutes 32 seconds East 288.00 feet to a point of curve, thence by a curve to the left in a northeasterly direction with a radius of 330.00 feet for a distance of 465.07 feet the arc of which is subtended by a chord bearing North 38 degree 48 minutes 09 seconds East 427.52 feet to the point of beginning.

Containing 14.2236 acres of land, more or less.

Being part of the land which by deed dated July 13, 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3763 at Folio 138 was conveyed by Stanwick Holdings, Inc., an Ohio Corporation, to Sterling Homes Corporation, a Maryland Corporation.

Saving and Excepting thereon the bed of Hilltop Drive and Crestwood Court, the centerline of Hilltop Drive being more particularly described as follows:

Mail to Maryland Title Co.

Beginning for the same at a point on the 1st line of the above described parcel at the distance of 30.00 feet measured along said line in a northeasterly direction from the beginning thereof, thence running with said centerline,

1) by a curve to the right in a southwesterly direction with a radius of 360.00 feet for a distance of 507.34 feet the arc of which is subtended by a chord bearing South 38 degrees 48 minutes 09 seconds East 466.39 feet to the end of said curve

2) South 79 degrees 10 minutes 32 seconds West 288.00 feet to a point of curve, thence

3) by a curve to the right in a northwesterly direction with a radius of 360.00 feet for a distance of 218.00 feet the arc of which is subtended by a chord bearing North 83 degrees 28 minutes 39 seconds West 214.68 feet to a point on the 22nd line of the above described parcel at the distance of 30.00 feet measured reversely along said line from the end thereof.

Containing 1.3957 acres of land, more or less.

The bed of Crestwood Court being more particularly described as follows:

Beginning for the same at a point on the eastern right-of-way line of said road at its intersection with the southern right-of-way line of Hilltop Road, thence with said eastern right-of-way line

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

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- 1) South 29 degrees 52 minutes 20 seconds East 37.40 feet
- 2) South 71 degrees 49 minutes 28 seconds East 66.09 feet
to a point of curve thence
- 3) by a curve to the right in a southeasterly direction
with a radius of 330.00 feet for a distance of 195.83 feet the
arc of which is subtended by a chord bearing of South 54 degrees
49 minutes 28 seconds East 192.97 feet, thence
- 4) by a curve to the left in a southeasterly direction with
a radius of 30.00 feet for a distance of 23.61 feet the arc of
which is subtended by a chord bearing South 60 degrees 22 minutes
26 seconds East 23.01 feet, thence
- 5) by a curve to the right in a southwesterly direction
with a radius of 55.00 feet for a distance of 259.37 the arc of
which is subtended by a chord bearing South 52 degrees 10 minutes
32 seconds West 77.65 feet, thence
- 6) by a curve to the left in a northwesterly direction with
a radius of 30.00 feet for a distance of 23.61 feet the arc of
which is subtended by a chord bearing of North 15 degrees 16
minutes 29 seconds West 23.01 feet, thence
- 7) by a curve to the left in a northwesterly direction with
a radius of 270.00 feet for a distance of 160.22 feet the arc of
which is subtended by a chord bearing North 54 degrees 49 minutes
23 seconds West 157.88 feet, thence
- 8) North 71 degrees 49 minutes 28 seconds West 66.09 feet,
thence

556 556

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

9) South 66 degrees 13 minutes 24 seconds West 37.40 feet to a point on the right-of-way line of Hilltop Road, thence with it,

10) by a curve to the left in a northeasterly direction with a radius of 390.00 feet for a distance 110.37 feet the arc of which is subtended by a chord bearing of North 18 degrees 10 minutes 32 seconds East 110.00 feet to the point of beginning.

Containing 0.6143 acres of land, more or less.

Leaving a net acreage of 12.2135 acres of land in Unit D.

FINANCING STATEMENT

For Filing Officer Use	
File No. ....	.....
Date & Hour .....	.....

Check below if goods are or are to become fixtures.

CHattel
RECORDS

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 281134

Maturity date (if any) BOOK 556 PAGE 568

Name(s) of Debtor(s) or assignor(s)	No.	Street	City	State
-------------------------------------	-----	--------	------	-------

(Last Name First)
 PITTS, Vaden S., 2115 Bay Drive, Annapolis, Maryland 21401
 WIKE, Donald D., 603 Piscataway Court, Fort Washington, Maryland 20744
 ZOTTI, Karl J., 13801 Piscataway Drive, Fort Washington, Maryland 20744
 ENDEAVOR ENTERPRISES, 15812 Livingston Road, Accokeek, Maryland 20607

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

Dominion Bank of Washington, National Association, 927 15th St., NW, Washington, DC 20005

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All machinery, equipment, furnishings, tools, supplies, inventory, on-site building materials, fixtures, furniture and all other goods; all contract rights (including rights under leases), receivables (including account receivables) and all other accounts of every kind and nature; and all general intangibles (including trademarks, trade names and goodwill); and all accessions, additions, and increases thereto substitutions therefore, and products and proceeds thereof, both cash and non-cash, including all insurance policies and proceeds with respect thereto, whether now existing or hereafter arising, in connection with or otherwise resulting from any activity or service including building, construction, remodeling or leasing) conducted in or about 5614, 5616, and 5618 Old Branch Avenue, and 5609 Linda Lane.
 (If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) **STRIKE OUT INAPPLICABLE WORDING**
 The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)
 ENDEAVOR ENTERPRISES

Vaden S. Pitts

Donald D. Wike

Karl J. Zotti

Individually and as Partners

Dominion Bank of Washington,
 National Association

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)
 (Signatures must be in ink)

RECORD FEE 14.00
 POSTAGE .50
 06/12/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

RETURN TO: Dominion Bank of Washington, National Association, 927 15th Street, N.W., Washington, DC 20005

To be recorded in A.A. Co. 10.50

BOOK 556 PAGE 569

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR and Address (Last Name First) Creative Information Systems Company, Inc. 838 Ritchie Hwy, Suite 5 Severna Park, Maryland 21146	2. SECURED PARTY and Address Signet Bank/Maryland Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Gloria Bolton Internal Zip: T0609
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: Signet Bank/Maryland BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203 Commercial Collateral Dept. Internal Zip: T0609

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 271512 Date recorded 2/2/88, 19
 Record Reference Book 522 Page 444

6. Item No. One & five of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Increase in amount of debt from \$50,000.00 to \$100,000.00 to be secured by Accounts Receivable and Inventory. Transaction is exempt from recordation tax.

ADDRESS CHANGE TO: 86 Kennedy Drive
 Severna Park, Maryland 21146

RECORD FEE 10.00
 POSTAGE .50
 #877940 0777 1103 T10-12
 CK 06/12/90
 H. GILE SCHAFER
 AA CO. CIRCUIT COURT

Dated this 1 day of June, 1990

DEBTOR:
Creative Information Systems Company, Inc.
 By: X H. Charles Sereboff (Title)
 H. Charles Sereboff, President

SECURED PARTY:
Signet Bank/Maryland
 By: Barbara C. Peterso (Title)
 Barbara C. Peterso, Branch Officer

UCD-6

Fee: \$10.50

1056

RECEIVED
JUN 7 1990

BOOK 556 PAGE 570

281135

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) Ida M. Sukalo Paul C. Sukalo 5826 Sonny Dr. Lothian, MD 20711	2. Secured Party (ies) and address(es) Jordan Kitts Music 160 Annapolis Mall Annapolis, Md 21401	For Filing Officer (Date, Time, and Filing Office)
4. This financing statement covers the following types (or items) of property: Kawai Grand Piano Mdl KG-2		5. Assignee(s) of Secured Party and Address(es) American General Finance, Inc 8028 Ritchie Hwy., Suite 128 Pasadena, MD 21122

RECORD FEE 12.00
 POSTAGE *CK* .50
 #678260 LTFF 803 710:33
 06/12/90

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:

Ida M. Sukalo Paul C. Sukalo Retail Contract
 H.W. Everhart, Mgr
 By: *Ida M. Sukalo* / *Paul C. Sukalo* By: *H.W. Everhart*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. 1250

281136

556 571

(Do not type outside block)

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 1-3-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Peter Zuck and Laurie Zuck

Address _____

2. SECURED PARTY

Name Arthur F. Bell, Jr. and Associates

Address 1301 York Road, Suite 200, Lutherville, MD 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above. _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Debtors' interest in a Limited Partnership known as Lake Montauk Limited Partnership, which limited partnership is duly recorded with the State Department of Assessments and Taxation.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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 Signature on Above Line
Laurie Zuck
(Signature of Debtor)

(Signature of Secured Party)
Arthur F. Bell Jr
Type or Print Above Name on Above Line

RECORD FEE 12.00
 POSTAGE .50
 #678290 CTT R03 T10:40
 06/12/90
 H. ERLE SCHAFER
 CIRCUIT COURT

125

281137

556 572

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)
Electrical General Corp.
P.O. Box A
29 C Street
Laurel, MD 20707

2. Secured Party(ies) and address(es)
Dominion Bank of Maryland
P.O. Box 300
191 MD. Route 3
Millersville, MD 21108

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
#663820 0777 R03 T14
1/21/80 05/23/80
CK

4. This financing statement covers the following types (or items) of property:

HD DSK, 347MB SCSI W/Contr & C
S/W, PS Forms Mgmt, 3.3, 2500/
SW & Key, Business Data 2.1, B
Boss/IX 7.5B U/D FR 7.4B Prior
Config Record, 7.5B, 2500/3000
Mag Cart Streamer, 450FT For S
Tech SVC-7.2 To 7.3/7.4 Up Grad

5. Assignee(s) of Secured Party and Address(es)
#678310 0777 R03 T10
06/12/80

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
Filed with: State of Maryland, County of Prince George's

Electrical General Corp.

By: James D. Baran Title: Pr 5-4-90
Signature(s) of Debtor(s)

Jerry Duffy
By: Jerry Duffy, Vice President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

AA County \$11.50
CM11

STATE OF MARYLAND

281138

FINANCING STATEMENT FORM UCCE 556 REG 573 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lonergan's Charter Service, Inc.
Address 1109 Boucher Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 South Paca Street, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00

POSTAGE *OK* .50

3. Maturity date of obligation (if any) _____

#078320 0777 R03 T10:43

4. This financing statement covers the following types (or items) of property: (list)

06/12/90

The herein described property and all additions, attachments, parts, substitutions, trade-ins, and improvements thereto and and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

Name and address of Assignee: H. ERLE SCHAFER
COURT COURT

SEE ATTACHED LIST OF EQUIPMENT - EXHIBIT A (13 school buses; 1-1988 Ford; 1-1988 Cadillac)

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If 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)

Lonergan's Charter Service, Inc.

John J. Lonergan
(Signature of Debtor)

First Maryland Leasecorp

John J. Lonergan President
Type or Print Above Name on Above Line

(Signature of Debtor)

W. R. Brown - Asst. V.P.
(Signature of Secured Party)

William R. Brown, Asst. V.P.

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11 5

Two (2) new 1990 International Model 3800 school buses	S/N 1HVBBNEN7LH281749 1HVBBNEN3LH281750
One (1) 1988 Cadillac Eldorado 2 door sedan	S/N 1GCEL1151JU627672
One (1) new 1990 International Model 3800 school bus	S/N 1HVBBNEN7LH206569
Three (3) 1987 International Model 1853 school buses with 66 passenger Thomas school bus bodies.	S/N 1HVLPFCN8HH488540 1HVLPFCNXHH488541 1HVLPFCN1HH488542
One (1) 1987 International Model 1853 school bus with a 66 passenger Thomas school bus body.	S/N 1HVLPHYN8HHA19056
Three (3) 1986 International Model 1853 school buses with 66 passenger Thomas school bus bodies	S/N 1HVLPHYN3GHA57860 1HVLPHYN2GHA57865 1HVLPHYN8GHA57871
One (1) 1985 International Model 1853 school bus with a 66 passenger Thomas school bus body.	S/N 1HVLPHYN4FHA28107
One (1) 1984 International Model 1853 school bus with a 66 passenger Thomas school bus body.	S/N 1HVLPHYN8EHA47175
One (1) 1983 International Model 1853 school bus with a 66 passenger Thomas school bus body.	S/N 1HVBA1851DHA23657
One (1) 1988 Ford Model F250 4 X 4 pick-up truck	S/N 1FTHF26M7JNA21696

[Handwritten signature]

556 2575

281139

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. \$ ~~10,000.00~~

If this statement is to be recorded in land records check here:

This financing statement Dated 4-27-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stanley Gesek T/A Gesek's Hi-Tech Auto Collision Center
Address 200 ARUNDEL CORP. RD. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name Mercantile Safe Deposit & Trust Co
Address 7301 Ritchie Hwy, Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
All of the debtor's right, title and interest in and to all of the tangible and intangible assets owned by the debtor, wherever located, wheather now owned or hereafter acquired by the debtor, together with all replacements or substitutions and renewals thereof, including but not limited to, all the following kinds and types of property: accounts, chattel paper, documents, equipment, fixtures, general intangibles, goods, instruments and inventory and all records relating to the above collateral. The terms used to describe the above types of collateral shall have the same respective meanings as are given to those terms in Title IX, Commerical Law Article, Annotated Code of Maryland, as amended.

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Stanley Gesek
(Signature of Debtor)

Stanley Gesek Proprietor
Stanley Gesek T/A Gesek's Hi-Tech Auto Collision Center
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cynthia Ann Galuska
(Signature of Secured Party)

Mercantile Safe Deposit & Trust Co.
Cynthia Ann Galuska- Asst. Vice President
Type or Print Above Signature on Above Line

12/5

556 PAE 576

281140

FINANCING STATEMENT FORM UCC 1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated 6-7-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Bread Place, Ltd.
Address 1308 Forest Drive, Annapolis, Md. 21402

2. SECURED PARTY

Name HOBART CORPORATION
Address Executive Offices Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned 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) PGN 902 Gas Convection Oven

CONDITIONAL SALES CONTRACT
SECURED PARTY IS SELLER

Annapolis # 206262

RECORD FEE 11.00
1678420 CTTT R03 110:48
OK 06/12/90
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby
The Bread Place, Ltd.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)
Janice E. Lassiter
Type or Print Above Signature on Above Line

Janice E. Lassiter

Filed w/Clerk of Circuit Court
Anne Arundel County, MD.

STATE OF MARYLAND

281141

FINANCING STATEMENT: FORM 558 PRE 577

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. ##### LESSEE

6728

Name Chesapeake Wood Products, Inc.
Address 7443 Shipley Avenue, Hanover, MD 21076

RECORD FEE 11.00
POSTAGE .50

2. ##### LESSOR

Name Caterpillar Financial Services Corp
10630 Little Patuxent Parkway
Address Columbia, MD 21044

CK #578500 0777 R03 T10:55

06/12/90

H. ERLE SCHAFER

CLERK, 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)

Two New Caterpillar V80E Lift Trucks,
s/n 37W05525 & 37W05526.
And substitutions, replacements, additions, and
accessions thereto, now owned or hereafter acquired,
and proceeds thereof.

Name and address of Assignee

This is a precautionary filing and is not to be deemed as an admission by any party that the lease agreement is other than a true lease.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

4784 / F034744 BB

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

(Signature of Debtor)

Chesapeake Wood Products, Inc.

Type or Print Above Name on Above Line

Robert C. Kanode V.P.
(Signature of #####) Lessee

ROBERT C. KANODE, V.P.

Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation

(Signature of #####) Lessor

Jackie Lemaire, Sr. Doc. Analyst
(Signature of #####) Lessor

Type or Print Above Signature on Above Line

Jackie Lemaire, Sr. Doc. Analyst

RETURN TO:
LEXIS • DOCUMENT SERVICES

P.O. Box 2969
Springfield, Illinois 62708

11.50

556 1A578

Anne Arundel County

C-02-08498-6

281142

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 5-16-90 Inventory/Machinery is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Metro Recovery, Ltd.
Address 244 Armstrong Lane Pasadena, MD 21122

2. SECURED PARTY

Name Orix Credit Alliance, Inc.
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
POSTAGE .50
4678330 0777 R03 T10:58
06/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Metro Recovery, Ltd.

Signature of Debtor

CHARLES V. LEWIS, Jr., Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

556 579

ORIX CREDIT ALLIANCE, INC.
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 16th day of May, 1990 by and between

Metro Recovery, Ltd., having its principal place of business at

(Name of Mortgagor)

244 Armstrong Lane Pasadena, MD 21122

(Address of Mortgagor)

"Mortgagor", and Orix Credit Alliance, Inc. "Mortgagee";
[If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

WITNESSETH:

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor 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 Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagee's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 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 and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise; and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST/WITNESS:

Metro Recovery, Ltd. (Seal)
Mortgagor

By Charles V. Lewis Jr. (Title)
President

STATE OF Maryland
COUNTY OF Anne Arundel

} s.s.
Charles V. Lewis Jr. being duly sworn, deposes and says:

- 1. He is the president of Metro Recovery, Ltd. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19 _____

Charles V. Lewis Jr.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____, SS:
I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19 _____ in (Place) _____ in said County, before me personally appeared _____ to me personally well known

<p>(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.</p>	<p>(For Partnership) and known as and to be member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.</p>	<p>(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at _____ that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.</p>
--	--	---

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 16, 1990 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	John Deere Crawler Loader with GP Bucket ROPS Canopy	755B	725069
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

Metro Recovery, Ltd.

By: *Charles V. Lewis*
Pres

556 582

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)
Vogel, Michael J. 212845614
1727 Bayside Beach Road
Pasadena, MD 21122

2. SECURED PARTY(IES) and ADDRESS(ES)
John Deere Company
P.O. Box 65090
West Des Moines, IA 50265

3. MATURITY DATE
(If Any)

FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 278056 Book 544 Page 67

Filed with Clerk of Circuit Court

Date Filed 7/25/89

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 rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

TO

Number of Additional Sheets Presented

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

RECORD FEE 10.00

POSTAGE .50

278056-0077 MDJ 7/25/89

CK

06/12/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

~~XXXXXX~~ Listman, CHARLES K.
Name or Names—Print or Type

701 C Street Pasadena Ann Arundel Md. 21122
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

THE LINCOLN ELECTRIC CO.
Name or Names—Print or Type

22801 ST. CLAIR AVE CLEVELAND OH 44117-1199
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
ARC WELDING EQPT.
Lincoln K-1283 diesel drive arc welder,
Serial NO. A-1163607

RECORD FEE 11.00
REGISTERED 0777 003 710:5P
GK 06/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CONDITIONAL SALES CONTRACT EXEMPT FROM RECORDATION TAX.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Charles K. Listman
(Signature of Debtor)

Charles K. Listman
Type or Print

(Signature of Debtor)

Type or Print

THE LINCOLN ELECTRIC CO.
(Company, if applicable)

Richard Trivisonno
(Signature of Secured Party)

RICHARD TRIVISONNO, CREDIT 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 THE LINCOLN ELECTRIC CO., 22801 ST. CLAIR AVE., CLEVELAND OH 44117-1199

1/50

556 584

281144

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

Anne Arundel County
~~STATE CORPORATION COMMISSION~~

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed. Ventura Construction Company, Inc. 1761 Severn Chapel Rd. Crownsville, MD 21032	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
---	--

Name & address of Secured Party The Milton James Company 8411 Pulaski Hwy. Baltimore, MD 21237	Name & address of Assignee Associates Commercial Corp. 4191 Innslake Drive #118 Glen Allen, VA 23060 RECORD FEE 11.00 STAGE BK .50 #670590 0777 103 711:00 05-12/90
---	--

Date of maturity if less than five years	Check if proceeds of collateral are covered (X) H. ERLE SCHAFER
--	--

Description of collateral covered by original financing statement
 One (1) John Deere Model 755B Crawler Loader SN/ T0755BX759715
 complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.
 EXEMPT RECORDATION TAX- CONDITIONAL SALE CONTRACT.
 SA CO. CIRCUIT COURT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Ventura Construction Company, Inc. Signature of Debtor if applicable (Date) <i>W. T. Caillouette</i> 6-6-90 W.T. Caillouette, President	The Milton James Company Signature of Secured Party if applicable (Date) <i>Brian N. Bankard</i> 6-6-90 Brian N. Bankard, President
--	--

603591 (8-82) *115*

556 PAGE 585

281145

1. State Billing Account #	No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es) Westinghouse Electric Corporation Route 22/30 & McKee Road Oakdale, PA 15071 Soc. Sec. No. _____ Fed. I.D. No. _____		3. Secured Party(ies) and address(es) McDonnell Douglas Capital Corporation 5455 Corporate Drive Suite 210 Troy, MI 48098		Do Not Use This Box RECORD FEE 13.00 POSTAGE 2.50 6618700 0711 103 11:06 26/12/90 H. ERLE SCHAFER PA CO. CIRCUIT COURT
4. Name and address(es) of assignee(s) (if any)		CHECK <input checked="" type="checkbox"/> if applicable 5. <input type="checkbox"/> Products of collateral are also covered. 6. <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.		

7. This financing statement covers the following types (or items) of property: #R1666 CNTY;
 This is a precautionary filing and is being made for informational purposes only.
 See attached ADDENDUM A for Equipment description and location.

"NOT SUBJECT TO RECORDATION TAX"

Westinghouse Electric Corporation
 (See attached Schedule A for Signature)

 Signature(s) of Debtor(s)

McDonnell Douglas Capital Corporation
 by: Carrie Stark
 (Signature of Secured Party or Assignee of Record)
 Carrie Stark-Manager, Lease Administration

SECRETARY OF STATE COPY

B - 52

Schedule A
for
Purchase Order No. ES-76515-H
978-A-08419, Change Notice No. 001

1.0 Scope: Refer to the above referenced order and modify it in accordance with the terms and conditions below:

2.0 Equipment Lease to be Renewed: This change notice is issued to renew the lease for four (4) IBM 3380 DADS's (Serial Nos. B5450, B5454, G2467 and G2669), for a period of one (1) year, as detailed on the attached Schedule B.

3.0 Monthly Charge: ~~xxxxxxx~~ *MP* \$2,522.00

4.0 Effective Date: 05/01/90 to 04/30/91

5.0 Administrative Instructions:

5.1 This order is subject to the terms and conditions of the Master Lease Agreement between McDonnell Douglas Capital Corporation, as Lessor, and Westinghouse Electric Corporation, as Lessee, dated August 28, 1986. The preprinted terms and conditions appearing on the front and the back of Purchase Order shall not apply to this Lease transaction.

Special Provision: Lessee and Lessor agree that a signed copy of this Schedule A may be filed by Lessor with any state or local government office of public records as a precautionary measure for the purpose of showing Lessor's interest in the Equipment and the Lease.

WESTINGHOUSE/ELECTRIC CORPORATION
(Lessee)

By: J. A. Pickett
J. A. Pickett, Manager
Title: Computer Systems Acquisition

MCDONNELL DOUGLAS CAPITAL CORPORATION
(Lessor)

By: M. Augustin
Title: Assistant Secretary

5.2 Reference McDonnell Douglas Capital Corporation Quote dated January 19, 1990 and McDonnell Douglas Capital Corporation Lease No. 409.

Attachment to UCC-1 between Westinghouse Electric Corporation as Debtor and McDonnell Douglas Capital Corporation as Secured Party
 Page 1 of 1 (R#1666)

ADDENDUM A

EQUIPMENT LIST

<u>Qty</u>	<u>Type</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Serial Number</u>
1	3380	AD4	Direct Access Storage	B5450
1	3380	AD4	Direct Access Storage	B5454
1	3380	BD4	Direct Access Storage	G2467
1	3380	BD4	Direct Access Storage	G2669

ORIGINAL INSTALLATION SITE: Westinghouse Electric Corporation
 Defense & Electronics Center
 Gate 2, Camp Meade Road
 Baltimore, MD 21240

NOTICE: The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 28, 1986 between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. ES-76515-H, 978-A-08419 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

Initial: _____



558 588

281146 041203

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal
- Amount is \$ 70,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

George M. King Contractors, Inc.

1790 Severn Chapel Road
Millersville, Md. 21108

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):

1989 John Deere Model 655-B Crawler Loader #T0655BX754895,
Engine #T06414T20144

RECORD FEE
RECORD TAX
POSTAGE GK
RECORD CHAS FEE

- 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)
George M. King Contractors, Inc.

Secured Party (or Assignee)

By: Robert F. Watson
Robert F. Watson, President

FARMERS NATIONAL
BANK OF MARYLAND

BY Luan D. Oakes
Luan D. Oakes, U.P.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11-
490

556 559

Maryland Recordation Tax, where applicable, has been previously paid.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272544
RECORDED IN LIBER 526 FOLIO 133 ON April 27, 1988 (DATE)

1. DEBTOR

Name DYNAMIC WAREHOUSE FOODS, INC., t/a KASH & KARRY
Address 6623 Governor Ritchie Highway North, Glen Burnie, MD 21061

2. SECURED PARTY

Name WETTERAU INCORPORATED, WETTERAU FINANCE CO., & WETTERAU FOODS SERVICES, INC.
Address 8920 Pershall Road, Hazelwood, MO 63042

Terry D. Weiler, Esq., P.O. Box 6895, Wyomissing, Pennsylvania 19610
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.) Amendment</p>
<p>Secured Party designation above is hereby amended to read as follows: WETTERAU INCORPORATED, WETTERAU FINANCE CO., WETTERAU FOODS SERVICES, INC., & THE CREASEY COMPANY OF MARYLAND, INC.</p>	

RECORD FEE 10.00
POSTAGE .50
#B00580 COSS R02 T15:47
06/12/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated June 11, 1990

WETTERAU INCORPORATED,
WETTERAU FINANCE CO.,
WETTERAU FOODS SERVICES, INC., &
THE CREASEY COMPANY OF MARYLAND, INC.
By: [Signature]
(Signature of Secured Party)

Frank D. Manetta, President
Type or Print Above Name on Above Line

Dated 6/12/90

DYNAMIC WAREHOUSE FOODS, INC.,
t/a KASH & KARRY
By: [Signature]
(Signature of Debtor)

H. Scott Scherer
Type or Print Above Name on Above Line

Maryland Recordation Tax, where applicable, has been previously paid.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC.—FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272545
RECORDED IN LIBER 526 FOLIO 135 ON April 27, 1988 (DATE)

1. DEBTOR

Name DYNAMIC WAREHOUSE FOODS, INC., t/a KASH & KARRY
Address 6623 Governor Ritchie Highway North, Glen Burnie, MD 21061

2. SECURED PARTY

Name WETTERAU INCORPORATED, WETTERAU FINANCE CO., & WETTERAU FOODS SERVICES, INC.
Address 8920 Pershall Road, Hazelwood, MO 63042
Terry D. Weiler, Esq., P.O. Box 6895, Wyomissing, Pennsylvania 19610
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

<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Amendment
Secured Party designation above is hereby amended to read as follows: WETTERAU INCORPORATED, WETTERAU FINANCE CO., WETTERAU FOODS SERVICES, INC., & THE CREASEY COMPANY OF MARYLAND, INC.	

H. ERLE SCHAFER
AA CO. CIRCUIT COURT
RECORD FEE 10.00
POSTAGE CK .50
#800570 C055 R02 T15:46
06/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated June 11, 1990
By: Frank D. Manetta
(Signature of Secured Party)
Frank D. Manetta, President
Type or Print Above Name on Above Line

Dated 6/12/90
By: H. Scott Schorr
(Signature of Debtor)
H. Scott Schorr
Type or Print Above Name on Above Line

556 591

STATEMENT OF AMENDMENT OF
FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the Financing Statement Records of Anne Arundel County, ID No. 275810 in Liber 536, folio 5 on December 22, 1988.

1. NAME AND ADDRESS OF DEBTOR:

THE EVANGELICAL PRESBYTERIAN
CHURCH OF ANNAPOLIS, MARYLAND
Ridgely Avenue and Wilson Road
Annapolis, MD 21401

2. NAME AND ADDRESS OF SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Dept.

RECORD FEE 18.00

POSTAGE .50

OK

06/10/90

3. The original Financing Statement referred to above is amended as follows:

a. The "Subject to Recording Tax" clause is amended to read:

FILE CLERK

44 CV CIRCUIT COURT

"Subject to Recording Tax on Principal amount of \$1,600,000.00 which was paid to the Clerk of Court for Anne Arundel County upon filing of a Deed of Trust and Modification of Deed of Trust."

1600
1400



b. Paragraph 4 is amended to read:

"Some of the above-described personal property may be affixed to the Real property which is the real estate described in Exhibit A and Exhibit B attached hereto, being those same lots of ground and improvements thereon described in a Modification of 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.

DEBTOR:

THE EVANGELICAL PRESBYTERIAN
CHURCH OF ANONAPOLIS, MARYLAND
A Body Corporate of the State
of Maryland

By: Benjamin F. Kyker (SEAL)
Benjamin F. Kyker,
Trustee

By: Brian S. Bays (SEAL)
Brian S. Bays,
Trustee

By: Walter Pitsenberger (SEAL)
Walter Pitsenberger
Trustee

Date: June 8, 1990

RETURN TO:

The Annapolis Banking and Trust Company
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Department

SECURED PARTY:

THE ANNAPOLIS BANKING
TRUST COMPANY

By: William A. Busik (SEAL)
William A. Busik,
Vice President

APPENDIX "B"

PARCEL NO. 1. BEGINNING for the same at a point located on the west side of Wilson Road, said point being the same beginning point as that in a conveyance from the Enterprise Building and Loan Association of Annapolis to Benjamin F. Jones and Maude Jones, his wife, by deed dated October 11, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 246, folio 156, said point also being intended to be the southeasternmost corner of a conveyance from Benjamin F. Jones and Maude Jones, his wife, to Robert E. Coleman and Virginia Louise Coleman, his wife, by deed dated November 2, 1946 and recorded among the said Land Records in Liber J.H.H. 387, folio 403, the said last mentioned conveyance having been erroneously described at the time of its origin by virtue of its relation to the original outlines of the conveyance from Enterprise Building and Loan Association to Benjamin F. Jones; and running from said beginning point so fixed and leaving Wilson Road and with a part of the fourth line of the above mentioned conveyance to Benjamin F. Jones and also with the southernmost line of the conveyance from David L. Fowler and Gertrude I. Fowler, his wife, et al, to Robert Edgar Coleman and Virginia Louise Coleman, his wife, by deed dated May 21, 1949 and recorded in Liber J.H.H. 526, folio 13, North 37 degrees 22 minutes 00 seconds West 337.70 feet to a pipe found, passing over a pipe found at 200.0 feet along said last mentioned line which is the southwesternmost corner of the first mentioned conveyance to Coleman; thence leaving said fourth line of the original tract to Jones and running with the Westernmost outline of the conveyance from Fowler to Coleman, North 52 degrees 38 minutes East 87.0 feet to a point located on the south side of a 5 foot easement from Maude Jones, widow, to Martin T. Jackson and Mildred E. Jackson, his wife, recorded among the said Land Records in Liber L.N.P 1820, folio 338; thence with the same South 37 degrees 22 minutes 00 seconds East 337.70 feet to a point located on the west side of Wilson Road; thence with the same South 52 degrees 38 minutes West 87.0 feet to the place of beginning, all as shown on the unrecorded plat dated September 26, 1967 by J. R. McCrone, Jr., Inc. titled "Survey of 0.65 Acres Part of the George Berry Property, Garden Farms".

BEING the same property conveyed unto Robert D. Coleman and Joyce D. Coleman, his wife, by Virginia Louise Coleman by deed dated May 13, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2757, folio 376.

PARCEL NO. 2. BEGINNING for the same at a pipe found in the northernmost outline of a tract of land conveyed by James C. Boush and Gladys T. Boush, his wife, to George H. Berry and Grace Berry, his wife, by deed dated January 1, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 38, folio 188; said pipe being further located as being North 37 degrees 22 minutes West 200.0 feet from the northeasternmost corner of the above mentioned conveyance from Boush to Berry; and running from said beginning point so fixed and with a line which passes through said conveyance, South 52 degrees 38 minutes West 95.0 feet to a pipe set in the southernmost outline of the above mentioned conveyance to Berry; thence with a part of said southern outline, North 37 degrees 40 minutes 50 seconds West 299.74 feet to a pipe found at the southwesternmost corner of the above mentioned conveyance to Berry; thence with the westernmost outline of said conveyance and a part of the outline of Lot 9 of the subdivision of the Tucker property, North 52 degrees 42 minutes 20 seconds East 96.06 feet to a pipe found at the northwesternmost corner of the above mentioned conveyance to Berry; thence with a part of the northernmost outline of said conveyance, South 37 degrees 22 minutes 00 seconds East 299.88 feet to the place of beginning. Containing 0.65 of an acre, more or less, according to a survey and plat made by J. R. McCrone, Jr., Inc., Surveyors, on September 26, 1967.

BEING the same property conveyed unto Robert D. Coleman and Joyce Coleman, his wife, by David R. Cuttler by deed dated April 26, 1977 and recorded among the Land Records of Anne Arundel County in Liber 2953, folio 808.

BEING the same property conveyed to the Evangelical Presbyterian Church of Annapolis, Maryland by two deeds dated June 8, 1990 and intended to be recorded among the Land Records of Anne Arundel County.

281148

Anne Arundel County

556 4:55

FINANCING STATEMENT

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Camps & Casper Children's Dental Office, P.A. a Maryland corporation	1667	Crofton Center Ste 7A	Crofton, MD	21114
	2923-D	Olney-Sandy Spring Rd.	Olney, MD	20832
	10301	Georgia Ave Ste 201	Silver Spring, MD	20902
	4405	East-West Hwy Ste 102	Bethesda, MD	20814

Name of Secured Party or assignee	No.	Street	City	State
SOVRAN BANK/DC NATIONAL	1801 K	Street, NW	Washington, DC	20006

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

SOVRAN BANK/DC NATIONAL
1801 K Street, NW
Washington, DC 20006

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is 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 \$600,000.00 of which \$100,000.00 is taxable at a rate of 1.65 per \$100.00. Recordation tax of 330.00 has been paid

Debtor(s) or assignor(s) at Maryland State Level.

Camps & Casper Children's Dental Office, P.A.
a Maryland corporation

SOVRAN BANK/DC NATIONAL (Seal)
(Corporate, Trade or Firm Name)

BY: Robert D. Camps, President

Signature of Secured Party or Assignee

Christine J. Reighard, Secretary
(Type of print name under signature)

Christine J. Reighard, Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

6717

11.50

128

556 596

SCHEDULE "A"

Financing Statement

DEBTOR: Camps & Casper Children's Dental Office, P.A.

Description of Debtor's Collateral:

(a) Receivables Collateral. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively "Receivables").

(b) Furniture, Fixtures, Equipment and Supplies Collateral. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds.

Debtor's Initial: _____

Officer's Initial: _____



FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Name of Debtor(s) (or Assignor) and address:

Schilder & Capozzoli, M.D., P.A.
600 Ridgely Avenue - Unit 230
Annapolis, Maryland 21401

2. Name of Secured Party (or Assignee) and address:

Second National Federal Savings Bank
Route 50 & Phillip Morris Drive
Post Office Box 2558
Salisbury, Maryland 21801

3. This Financing Statement covers the following types (or items) of property:
EEG System 18 Channel 1A97 Serial Number 9111022, Computer System Model DP386/20E-110 4MB
Serial Number 4015HS4H0118 with Color Displays Serial Numbers 23CGP51 & 23CGP88,
two MOD 30 286, 1MB, 1.44DD with Serial Numbers 9023826 & 9023718. With Lincard, ELS
NTware Level II VS.15, Stdby-ups 500 watt Serial Number 1745, Maynard 150M Cassette Stnd
and VGA Monochrome Monitor.

4. Check the statements which apply, if any, and supply the information indicated:

- The underlying secured transaction is not subject to recordation tax
Property Purchase Financing Statement
- The underlying secured transaction is subject to recordation tax on the principal amount of \$ _____
- (If collateral is crops — describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

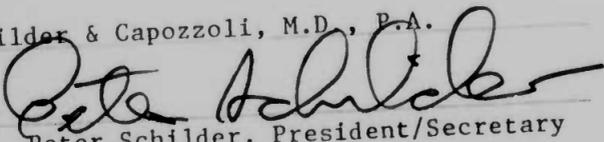
The above-described crops are growing or to be grown on:

- (If collateral is goods which are or are to become fixtures — describe real estate; include name of record owner, house number and street or block reference which applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

- (If proceeds of collateral are covered). Proceeds of the collateral are also covered.
- (If products of collateral are covered). Products of the collateral are also covered.

Debtor(s)

Schilder & Capozzoli, M.D., P.A.
BY: 
Peter Schilder, President/Secretary

Secured Party:

BY: 
(AUTHORIZED SIGNATURE)
Ted J. Berger, Regional 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.)

DATED: June 6

118
19 90

DOCUMENTARY STAMPS PAID ON MORTGAGE

281150

556 598

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):

Nani Stanco

Name or Names—Print or Type

7938/40 Telegraph Road Severn Maryland 21144

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Imperial Real Estate, Inc.

Name or Names—Print or Type

272 The Quadrangle Baltimore MD 21210

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See page 2 attached.

4. If above described personal property is to be affixed to real property, describe real property.

7938/7940 Telegraph Road

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):

SECURED PARTY:

Nani Stanco
(Signature of Debtor)

Nani Stanco
Type or Print

(Signature of Debtor)

Type or Print

Imperial Real Estate, Inc.

BY: Daniel Freedman
(Company, if applicable)

Daniel Freedman
(Signature of Secured Party)

President
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 _____

Lucas Bros. Form F-1

11.8

FINANCING STATEMENTPAGE 2

The Collateral subject to this financing statement, herein referred to as collateral, is the property of the following description:

- (a) Inventory of every description used or useful in the conduct of the business of Debtor and in the possession or control of Debtor on or after the 31st day of May, 1990 including all Debtor's goods held for sale or being processed for sale, material, work in process, finished goods and supplies customarily classified as inventory.
- (b) All accounts receivable of Debtor now outstanding, all future accounts receivable of Debtor, including chattel paper arising out of the sale or lease of inventory of other goods, or out of the rendering of any services, and all Debtor's rights to payment under the contracts of any nature whatsoever.
- (c) All equipment used or bought for use in the retail liquor/bar business of Debtor, all such machinery, tools, accessories, office furniture and office machines, and all office accessories or supplies now or hereafter in possession or control of Debtor.
- (d) Any and all right, title and interest of Debtor in insurance proceeds due or payable under any insurance contract other than life or medical insurance.
- (e) All rents and monies due and owing to Debtor under leases and tenancies of any kind, now or hereafter due.
- (f) 1. Anne Arundel County Liquor License No. 0157 owned by Debtor.
2. Maryland State lottery machine, if any, owned by Debtor.
- (g) This financing statement pertains to the collateral and all proceeds therefrom.
- (h) This financing statement applies to all collateral of the kinds that are subject of this financing statement which Debtor may acquire at any time.

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Harms Corporation
 Address(es): 90 Ritchie Highway
 Pasadena, Maryland 21122

6. Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION
 Attention: Commercial Note Department
 Debra Grimm
 Address: 100 South Charles Street
 Baltimore, Maryland 21201

7. This Financing Statement covers the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all right to the payment of money due or to become due to each Debtor or any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: Harms Corporation

By: [Signature] (Seal) _____ (Seal)
 John E. Harms, Jr., President
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.
 COMMERCIAL NOTE DEPT.
 6th FLOOR
 BALTIMORE, MARYLAND 21201

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, N.A. and Harms Corporation

Section 7, Collateral Description continued

all rights title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as 90 Ritchie Highway, Anne Arundel County, Maryland

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
9th FLOOR
BALTIMORE, MARYLAND 21201

**END
LIBER**