

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

MARY McNALLY ROSE
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

559

cp-d-26
mance.fs

559 PAGE 01

FINANCING STATEMENT

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

NOT SUBJECT TO RECORDATION TAX

THIS Financing Statement evidences and publicizes the provisions of that certain Security Agreement executed by RICHARD M. MANCE, MARLENE J. MANCE, PHILIP H. HUDSON and EDNA MARIE HUDSON, individually and as general partners of Richard Mance and Philip Hudson Partnership (a Maryland general partnership) and Citizens Bank of Washington, N.A., dated July 18, 1990, which evidences part of the security for a One Hundred Sixty-Six Thousand Dollar (\$166,000.00) obligation due from the Debtor.

NAME OF DEBTOR

RICHARD M. MANCE, MARLENE J. MANCE
 PHILIP H. HUDSON and EDNA MARIE HUDSON
 and
 RICHARD MANCE & PHILIP HUDSON PARTNERSHIP

(DJ)

ADDRESS

16012 Alderwood Lane
 Bowie, Maryland 20716

or

214 Prince George Street
 Annapolis, Maryland 21401

RECORD FEE 17.00
 POSTAGE .50
 #850410 C237 R02 T15:18
 07/31/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

SECURED PARTY

CITIZENS BANK OF WASHINGTON, N.A.

ADDRESS

11th & G Streets, N.W.
 Washington, D.C. 20005

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

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

B. Proceeds of the above described collateral.

17⁰⁰
5

cp-d-26
mance.fs

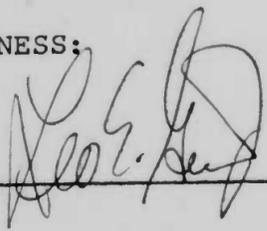
C. All contract rights of and from the herein described property or any part thereof, including without limitation, all revenues, rents, issues and profits and other income of and from the herein described land and collateral.

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of the eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at or affixed to or relate to the property and the improvements now or hereafter existing on the property described as situate, lying and being in Anne Arundel County, Maryland, and being more particularly described in that certain Deed of Trust from Debtor to A. Francis Vitt and Charles J. Timmes, Trustees, securing the indebtedness owed by Debtor to the Secured Party and intended to be recorded among the Land Records of Anne Arundel County, Maryland prior hereto and in Schedule A attached hereto, and said Deed of Trust constitutes the security agreement to this secured transaction.

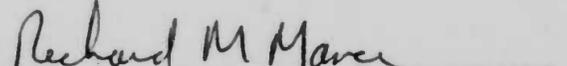
LAW OFFICES, NYLEN & GILMORE, P.A.

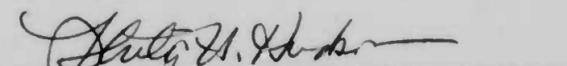
WITNESS:



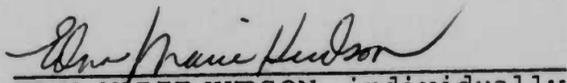


DEBTOR


RICHARD M. MANCE, individually
and as general partner of
RICHARD MANCE & PHILIP HUDSON
PARTNERSHIP


PHILIP H. HUDSON, individually
and as general partner of
RICHARD MANCE & PHILIP HUDSON
PARTNERSHIP


MARLENE J. MANCE, individually
and as general partner of
RICHARD MANCE & PHILIP HUDSON
PARTNERSHIP


EDNA MARIE HUDSON, individually
and as general partner of
RICHARD MANCE & PHILIP HUDSON
PARTNERSHIP

SCHEDULE A

Beginning for the same at a point on the east side of Prince George Street, on the south side of a stone wall; said point being South 32 deg. 37 min. East, 112.54 feet from the northwest corner of the "First Church of Christian Science"; said point also being the two following courses and distances from where the east curb line of Prince George Street, if extended, would intersect the south curb line of Maryland Avenue (extended): South 32 deg. 37 min. East, 120.66 feet and North 57 deg. 23 min. East, 8.83 feet; and running from said beginning point, with the south side of the above mentioned wall, North 57 deg. 49 min. East, 15.86 feet; thence North 34 deg. 23 min. East, 4.02 feet to a point at the southernmost corner of House #216 Prince George Street; thence running along the southeast face of said #216, North 57 deg. 16 min. 40 sec. East, 27.61 feet to the easternmost corner of said House; thence leaving said house and with the south and west side of a concrete wall, South 78 deg. 31 min. East, 3 feet; thence North 56 deg. 58 min. East, 9.89 feet; thence South 34 deg. 20 min. East, 2.275 feet; North 57 deg. 35 min. 40 sec. East, 60.83 feet to a post; thence South 32 deg. 28 min. 20 sec. East, 31 feet to a pipe found on the northwest side of a brick wall; thence with said wall and the party wall of #214 Prince George Street and the house adjoining on the south, South 58 deg. 02 min. West, 120.05 feet to a point on the east side of Prince George Street; thence with the same, North 32 deg. 55 min. West, 33.15 feet to the place of beginning. Containing 3,873 square feet, more or less.

281629

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 559 PAGE 04

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Herfurth, Jesse
Address PO Box 1288 Pasadena MD 21122

2. SECURED PARTY

Name Agricredit Acceptance Corp
Address P O Box 10357, Des Moines, IA 50306-0357

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)

50WZ mower # 1203 1454
5C RB2 sulky N5N
6W52 cutter deck # 3448

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

(DJ) 07/31/90
H. LYLE SCHAFER
AS THE CLERK OF COURT

"EQUIPMENT LEASE" --(DOES NOT CREATE A SECURITY INTEREST)

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)

40-5414021-9000150
Annal

11-30

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Already Subject
(Signature of Debtor)

to security interest
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Murray Smith
(Signature of Secured Party)

Agricredit Acceptance Corp

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File # 281630

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

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

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

* NOT SUBJECT TO RECORDATION TAX

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

1. DEBTOR (Lessee)

Name The Aquarium, Inc.
Address 180 L & M Penrod Court, Glen Burnie, MD 21061

2. SECURED PARTY (Lessor)

Name Yale Industrial Trucks-Maryland, Inc.
Address Benson Business Center, 208 Azar Court, Baltimore, MD 21227
Yale Financial Services, Inc., P.O. Box 2160, Flemington, NJ 08822
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

All of the equipment now or hereafter leased by Lessor to Lessee, including, without limitation, the following: (1) New Yale Electric Forklift ERC030T with Battery and Charger; and all accessions, additions, replacements and substitutions thereto and therefor and all proceeds, including insurance proceeds, thereof. This is a Conditional Sales Contract.

Name and address of Assignee
Yale Financial Services, Inc.
P.O. Box 2160
Flemington, NJ 08822

Filed with: ANNE ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00
POSTAGE .50
07/31/90

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

11/50

Signature of Debtor

The Aquarium, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Yale Industrial Trucks-Maryland, Inc.
Type or Print Above Signature on Above Line

AN CO. CIRCUIT COURT

Identifying File No. 281631

AA 11641
12

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

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

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

Conditional Sale- Not subject to tax. This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northward Corp dba Pasadena Rental & Sales
Address 8004 Jumpers Hole Road Pasadena, MD 21122

DJ

2. SECURED PARTY

Name American Commercial Credit Corp
Address 224 Grandview Drive Ft. Mitchell, KY 41017

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

AEL Leasing Co., Inc. PO Box 13428 REading, PA 19612-3428

3. Maturity date of obligation (if any) _____

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

B802714

Equipment description herein, all rentals and proceeds from any sub-lease or sale therefrom.

As per attached Addendum A

Name and address of Assignee

12/10/90
1/24/91
07/31/90
H. EMLE SCHAFER

CHECK THE LINES WHICH APPLY

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

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

12

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

Richard Diggs Pres.
(Signature of Debtor)

Richard Diggs Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Commercial Credit Corp.

Sandra Bradley OS
(Signature of Secured Party)

Sandra Bradley OS

Type or Print Above Signature on Above Line

Addendum A

- 1 Trash Pump SN# 40TA-2044
- 2 Centrifugal Pump W/W1-145
SN# 201A-5001, 201A-4993
- 3 Centrifugal Pump EY-20D
SN# 301A-1027, 301A-1029, 301A-1028
- 2 2" Diaphragm Pump W/Wisc Rob
SN# D2OR-89145, D2OR-89150
- 3 3" Diaphragm Pump W/Wisc Rob
- 2 2" 1/2HP-115V 1PH Sub Pump
SN# 159194, 159191
- 3 2" 1/2HP-115V Sub Trash Pump
SN# 164986, 164994, 164989

UCC OCR

002

INSTRUCTIONS ON BACK

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (UCC-1)

1ST DEBTOR NAME (Personal) Last First M.I.
 JOSEPH PETER BOOK 559 PAGE 08
 1ST DEBTOR NAME (Business) 281632
 ADDRESS 1411 Colonial Manor Court
 CITY Anapolis STATE MD ZIP CODE 21401
 S.S. NO./TAX I.D.

THIS DOCUMENT MUST BE TYPED

COLORADO UCC-1

SECRETARY OF STATE
1560 Broadway - Denver, Colorado 80202 ANY QUESTIONS CALL (303) 894-2243

2ND DEBTOR NAME (Personal) Last First M.I.
 2ND DEBTOR NAME (Business)
 ADDRESS S.S. NO./TAX I.D.
 CITY STATE ZIP CODE

3RD DEBTOR NAME (Personal) Last First M.I.
 3RD DEBTOR NAME (Business)
 ADDRESS S.S. NO./TAX I.D.
 CITY STATE ZIP CODE

1ST SECURED PARTY NAME
 WMI INDUSTRIES, LTD.
 ADDRESS P.O. Box 5000
 CITY Sterling, STATE CO ZIP CODE 80751

2ND SECURED PARTY NAME
 ADDRESS
 CITY STATE ZIP CODE
 RECORD FEE 11.00
 POSTAGE .50
 4382790 0040 804 713401
 07/31/90
 U. DALE SCHAFER

ASSIGNED PARTY NAME
 ADDRESS
 CITY STATE ZIP CODE

CHECK IF APPLICABLE PRODUCTS OF COLLATERAL ARE ALSO COVERED THIS STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS THE DEBTOR IS A TRANSMITTING UTILITY
 THIS STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL.
 (Please check appropriate box.)
 already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state;
 which is proceeds of the original collateral described below in which a security interest was perfected;
 as to which the filing has lapsed, or
 acquired after a change of name, identity or corporate structure of the debtor.

COLLATERAL USED Use additional sheets 8 1/2 x 11 if more space is needed. (WARNING: If collateral is crops, fixtures, timber or minerals or other substances to be extracted or accounts resulting from the sale thereof, read instructions on back.) This Financing Statement covers the following types (or items) of property:

1 - 1990 Trailer Mounted Elite Dragon Wagon S/N 1F9SEW2T3LM063730

115

MONEY PURCHASE SECURITY INTEREST.
NOT SUBJECT TO RECORDATION TAX.

ORIGINAL SIGNATURES REQUESTED ON 2ND COPY IF FILED WITH COUNTY CLERK

x Peter Joseph 7/23/90 Debitor(s) Signature(s)
 Secured Party Signature(s)

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

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

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

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

1. DEBTOR

Name Cecile B. Watson
Address 908 Shipmaster Court, Annapolis, MD 21401

2. SECURED PARTY

Name Chrysler Capital Corporation
Address 1100 Abernathy Rd., Suite 1400, Bldg 500, Atlanta, GA 30328

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 right, title and interest as limited partner in and to KCI Radio Partners, Ltd., a Virginia limited partnership, as more particularly described on the attached Schedule A.

Name and address of Assignee

DJ

RECORD FEE 11.00

POSTAGE .50

EXPIRES 02/01/90

08/01/90

H. ENLE SCHAFER

THE 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)

Cecile B. Watson
By: Kohl Communications Assoc. Limited Partnership, Atty-in-Fact
By: Kohl Communications Assoc., Inc. its General Partner

B. Erlsveien
B. ERLSVEIEN (Signature of Debtor)

Kenneth Kohl, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

Schedule A

All of Debtor's right, title and interest whether now owned or hereafter acquired in and to KCI Radio Partners, Ltd., a Virginia limited partnership (the "Partnership") and such partnership assets, including but not limited to (i) all of Debtor's right under the limited partnership agreement of KCI Radio Partners, Ltd., (ii) all of Debtor's right, title and interest in and to all of Debtor's units or percentage interest in the Partnership, (iii) all of Debtor's right, title and interest in and to any and all distributions from the Partnership made or becoming due to the Debtor whether liquidating or non-liquidating and whether made in money or other property, and (iv) all proceeds of the foregoing.

Please Return to:

Troutman, Sanders, Lockerman and Ashmore
1 Rivinia Dr. Suite 1600
Atlanta, Ga. 30346

Attn: Nancy Buchanan

Address where Collateral
will be located:

Law office of Sander Mednick,
Corporate Attorney for Grand Heritage
Corporation and Agent for Leland C. Pillsbury
for purpose of holding stock of the corporation,
23 West Street, Annapolis, Maryland 21401

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq.,
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street,
P.O. Box 868, Annapolis, Maryland 21404.

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

281636

MARYLAND FINANCING STATEMENT

BOOK 559 PAGE 14

UCC-1

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

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

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

1. DEBTOR: Saddle Up, Inc. (Name or Names)
216 Natoes Road, Millersville, MD 21108 (Address)

DEBTOR: _____ (Name or Names)
_____ (Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation (Name or Names)
8019 Belair Road, Suite 2, Baltimore, MD 21236 (Address)

3. ASSIGNEE (if any) of SECURED PARTY: Harbor Federal Savings & Loan Assn. (Name or Names)
P.O. Box 12309, Baltimore, MD 21281-2309 (Address)

4. This Financing Statement covers the following types (or items) of property:
- One-BSI 386 16MHz 640K RAM, 80MGHD Server, S/N
 - One-Mountain Internal Tape Backup System, S/N
 - One-Tripplite 1200 Watt UPS, S/N
 - One-BSI Monochrome (AMber) XT Station, S/N
 - One-BSI RGB Color 10MHz XT Station, S/N
 - One-Panasonic KX-P1191 Printer, S/N
 - One-Star Micronics DP-8340 Receipt Printer, S/N
 - One-APG Serial Cash Drawer, S/N
 - One-Timekeeping Systems PC-Wedge Bar Code Reader w/Credit Card Reader S/N
 - One-High Fidelity 2400baud Internal Modem, S/N
- Software:
One-General Store; One-General Store Barcode Printing Option; One-Four Station Lantastic Network (8Mbs cards); One-AIS Payroll Module (Single User); One-Quicken-Check Writing and Reconciliation.

(DJ)
RECORD FEE 11.00
FILING FEE .00
BALANCE DUE 1141.10
08/01/90
H. ERIC SUDLER
AS LCL. CREDIT COMMIT

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

1150

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

DEBTOR(S):
Saddle Up, Inc.
By: Lynne Cloutier Pres (Title)
Lynne Cloutier, President
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: John O. Barcase
John O. Barcase, President
(Type or print name of person signing)

By: _____ (Title)

(Type or print name of person signing)

Return To: Atlantic Industrial Credit Corp.
8019 Belair Road, Suite 2
Baltimore, Md. 21236

281637

BOOK 559 PAGE 15

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Cole Ventures, Inc.
 (Name)
1650 Pleasant Plains Road
 (Address)
Annapolis, Maryland 21401

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

Attn: Stephanie P. Yancy
 (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)

[Handwritten mark]

International Crawler Loader, Model #175B, Serial #12684

Trail King 20 Ton Tagalong Trailer, Model TK40, Serial #1TKC0242XKM023472

DJ

RECORD FEE 11.00
 RECORD TAX 175.00
 POSTAGE .50
 2555440 1040 104 11411
 08/01/90
 H. EMLE SCHAFER
 60 W. LINCOLN 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)
[Signature] (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

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

 (Print or Type Name)

[Handwritten initials]

281638

559 16

To Be Recorded In:

- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation
- Land Records - Anne Arundel County, Maryland

NOTE: The principal amount of debt secured hereby is: \$1,400,000. 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: | |
| MARYLAND ASSOCIATION OF REALTORS, INC. | 2594 Riva Road
Annapolis, Maryland 21401
Attn: Executive Director | (DJ) |
| 2. Secured Party: | Address: | |
| SOVRAN BANK/MARYLAND | 6610 Rockledge Drive
Bethesda, Maryland 20817 | RECORD FEE 21.00
POSTAGE .50
MF10170 0345 H01 108:50
09/02/90 |
| 3. Trustee: | Address: | |
| DONALD S. GARDINER and
MARTHA A. NEUMEYER | 6610 Rockledge Drive
Bethesda, Maryland 20817 | H. ERLE SCHAFER
CIRCUIT COURT |

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");

25.50

(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 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");

(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 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:

SECURED PARTY:

MARYLAND ASSOCIATION OF REALTORS, INC.

SOVRAN BANK/MARYLAND

By: *Georgiana M. Simmel*
 Name: Georgiana M. Simmel
 Title: President

By: *William L. Shaw*
 Name: William L. Shaw,
 Title: First Vice President

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

Craig A. Enck, Esquire
 Miles & Stockbridge
 10 Light Street, 8th Floor
 Baltimore, Maryland 21202

EXHIBIT "A"
CASE NO. AA-00026

All that certain lot or parcel of ground lying in the Second Assessment District of Anne Arundel County, Maryland, being more particularly described as follows:

Lot One A (1 A) as shown on that certain Plat entitled, "Administrative Office Subdivision, Lots 1A & 1B, REVA, A Resubdivision of Lot 1, Reva Associates Property..." recorded in Plat Book 125, Plat no. 18, among the Land Records of Anne Arundel County, Maryland.

DMH

STATEMENT OF RELEASE
OF COLLATERAL

TO BE RECORDED IN:

NOT SUBJECT TO
RECORDATION TAX

_____ FINANCING STATEMENT
RECORDS OF THE STATE OF MARYLAND

_____ LAND RECORDS OF
ANNE ARUNDEL COUNTY

X _____ FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY

This Statement of Release of Collateral is presented to
a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

Chesapeake Sprinkler Company, Inc.
1913 Mayfield Industrial Park
Odenton, Maryland 21113
(Also known as 1913-B Betson Court
Odenton, Maryland 21113)

2. NAME AND ADDRESS OF SECURED PARTY:

Anne Arundel County, Maryland
Office of Economic Development
Arundel Center, P.O. Box 2700
Annapolis, Maryland 21404

3. COLLATERAL BEING RELEASED:

A. Inventory. All of the Debtor's inventory
both now and 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 and
products thereof.

B. Accounts. All of the Debtor's accounts
receivable (including, without limitation, all
notes, notes receivable, drafts, acceptances, and
similar instructions and documents) both now and
owned and hereafter acquired, together with all
cash and non-cash proceeds thereof.

1990 NOV 2 11:20 AM
CLERK

DEBTOR: Chesapeake Sprinkler Company, Inc.
SECURED PARTY: Anne Arundel County, Maryland

The Financing Statement remains in full force and effect as to all other collateral.

4. THE FINANCING STATEMENT WAS FILED:

A. In the Land Records of Anne Arundel County:

- 1. January 19, 1990
- 2. Liber 5011, page 797

B. In the Financing Statement Records of the State of Maryland:

- 1. January 8, 1990
- 2. Liber 3204, Folio 1609
- 3. ID# 100088999

C. In the Financing Statement Records of Anne Arundel County.

- 1. January 19, 1990
- 2. Book 550, Page 539
- 3. ID# 279742

ATTEST:

SECURED PARTY:
ANNE ARUNDEL COUNTY, MARYLAND

Barbara A. Snider.

By: Adrian G. Teel
Adrian G. Teel, Chief
Administrative Officer

NOTICE TO FILING OFFICER

After recordation, please return to:

Jamie B. Baer, Senior Assistant County Attorney,
Office of Law, Arundel Center, P.O. Box 2700, Annapolis,
Maryland 21404

STATE OF MARYLAND

559 PAGE 23

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 281526

RECORDED IN LIBER 558 FOLIO 359 ON 7/19/90 (DATE)

1. DEBTOR

Name Box Canyon Limited Partnership, a California limited partnership
Address c/o Synergics, Inc., Synergics Centre, 191 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Synergics, Inc.
Address Synergics Centre, 191 Main 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) January 1, 2010

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>Trust Company of the West, a California trust company, not in its individual capacity but only as Trustee of the Trust established pursuant to an Individual Trust Agreement between The Boilermaker-Blacksmith Pension Trust and itself dated as of January 31, 1987, as amended</p>	
	<p>400 South Hope Street, Suite 500 Los Angeles, California 90071</p>	

DJ

RECORD FEE 10.00
POSTAGE .50
#951450 C237 R02 T10:33
08/02/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

100030

Dated July 12, 1990

SYNERGICS, INC.
By: [Signature]
(Signature of Secured Party)
JOHN B GREET, V.P.
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 7/25/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

Two (2) new 1990 International Model 3800 school buses with 66 passenger Thomas school bus bodies. S/N's 1HVBBNENOLH291152, 1HVBBNEN2LH291153

CHECK THE LINES WHICH APPLY

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

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

XXX (Proceeds of collateral are also covered)

XXX (Products of collateral are also covered)

Chesapeake Charter, Inc.

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

[Signature]
(Signature of Secured Party)

William R. Brown, Asst. V.P.

Type or Print Above Signature on Above Line

DJ
RECORD FEE .11
RECORD FEE 10.09
RECORD FEE .50
4382890 1040 104 110403
08/02/90
H. EMLE SCHAFER
88 MD. CIRCUIT COURT

1150

STATE OF MARYLAND

BOOK 559 PAGE 25

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 22254 0345

RECORDED IN LIBER 502 FOLIO 115 ON Aug. 28, 1986 (DATE)

1. DEBTOR

Name North Arundel Hospital

Address 301 Hospital Drive Glen Burnie, Maryland

2. SECURED PARTY

Name Den Norske Bank (U.S.) Banking Corporation

Individually and as Agent
Address 600 Fifth Avenue, New York, New York 10020

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.)

See Attached Sheet

Filed with Annearundel County Clerk

10-30

Individually and as Agent
Den norske Bank (U.S.) Banking Corporation

Dated July 3, 1980

[Signature]
(Signature of Secured Party)

JAMES B. LUCIE
Type or Print Above Name on Above Line

RECORD FEE 10.00
POSTAGE .50
FILED IN 170837
FILED SCHAFER
SA CO. CIRCUIT COURT

ATTACHMENT SHEET

to Uniform Commercial Code Financing Statement - UCC Form - 3

Assignment of Secured Party's Rights

**NOTE: DNC AMERICA BANKING CORPORATION IS THE FORMER
NAME OF DEN NORSKE BANK (US) BANKING CORPORATION (DNB);
PREVIOUS FILINGS WERE MADE IN THE FORMER CORPORATE
NAME.**

Den norske Bank (US) Banking Corporation (DnB), formerly named DnC America Banking Corporation, individually and as Agent for the Lenders named in the Form UCC 1 financing statement referred to in the attached Uniform Commercial Code Financing Statement Form UCC - 3, hereby irrevocably assigns its rights and their rights as Secured Parties therein, and in any and all collateral described in such financing statement, to the following party:

Society for Savings
31 Pratt Street
P.O. Box 2200
Hartford, Connecticut 06145-2200

Attention: Corporate Finance Department

DnB, individually and as Agent, and the Lenders named in such financing statement became Secured Parties by virtue of the assignment in such financing statement from HEC Energy Corporation, 286 Congress Street, Boston, MA 02210, as the Secured Party named therein, to them.

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) Featherman Distributors, Inc. 821 Oregon Avenue Linthicum Heights, MD 21090	2. Secured Party(ies) and address(es) Mannington Mills, Inc. Mannington Mills Road Salem, NJ 08079	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) MAY 10 1983 FEB 13 1983 AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>246394</u> Filed with <u>Circuit Court, A.A. County</u> Date Filed <u>March 4, 1983</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: 10

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

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

Mannington Mills, Inc.

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

281641

INDEMNITY
FINANCING STATEMENT

559 PAGE 28

TO BE RECORDED AMONG
THE FEN ST 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:
INDEMNITOR ATTMAN/GLAZER P.B. COMPANY,
A MARYLAND LIMITED PARTNERSHIP
7779 New York Lane
Glen Burnie, Maryland 21061
- 2. NAME AND ADDRESS OF SECURED PARTY: Maryland National Bank
10 Light Street
Baltimore, Maryland 21202
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 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

RECORDING FEE 24.00
POSTAGE .50
TOTAL 24.50
08/03/90

1400
10

existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and James W. Dodson, 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:

ATTMAN/GLAZER P.B. COMPANY,
A MARYLAND LIMITED PARTNERSHIP

By: *Lowell R. Glazer, General Partner*
Name: *Lowell R. Glazer*
Title: *General Partner*

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

Diane Hewes
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

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

1. DEBTOR

Name Sykes Machining Corp
Address 555 East Park Ct Glen Burnie MD 21061

2. SECURED PARTY

Name _____
Address ADVANTA Leasing Corp.
Two Echelon Plaza, Suite 300
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)

As per Attached Schedule "A"

Name and address of Assignee	
RECORD FEE	11.00
NOTARIAL	1.50

281642 0040 R04 111405
T.W.
08/03/90

Equipment lease does not create a security interest not subject to recordation tax

H. ERIC SCHAFER
AP. MD. 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)

Lizbeth Renner Attorney in fact
(Signature of Debtor)
Sykes Machining Corp
Lizbeth Renner Attorney in fact
Type or Print Above Name on Above Line

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

11-50
Lizbeth Renner
(Signature of Secured Party)
Advanta Leasing Corp Lizabeth Renner, Clerk
Type or Print Above Signature on Above Line

ADVANTA
Leasing Corp.

1010 Kings Highway South
Cherry Hill, New Jersey 08034
(609) 795-7722
(800) 255-0022

SCHEDULE "A"

This schedule is to be attached to and becomes part of Lease dated _____, 19 _____.

DESCRIPTION OF EQUIPMENT LEASED

<u>QUANTITY</u>	<u>TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER</u>
1	P1 punch @ 88 deg. angle .015" radius cut & milled segmented: 36", 1/2", 1/2", 3/4", 1", 2" left hand horn; 2" right hand horn, 3", 4", 10", and 12"
1	P21 punch segmented as above
1	P2 punch @ 88 deg. angle and .060" radius segmented as above
1	D2 1/4" open die @ 88 deg. angle, segmented as above except horns
1	D2 1/2" open die @ 88 deg. angle, segmented as above except horns
1	D2 3/4" open die @ 88 deg. angle, segmented as above except horns
1	D2 1/4" open die @ 90 deg. angle, segmented as above except horns
1	D2 1/2" open die @ 90 deg. angle, segmented as above except horns
1	D2-1" open die @ 90 deg. angle, segmented as above except horns
1	D20 1/4" acute die segmented as above except horns
1	D20 1/2" acute die segmented as above except horns
1	413B die holder 2" high x 6' length
1 set	P18A-D18A flats x 24" length
1	Haeger Model HP6-C Hydraulic Press
1	20 gal. Hydraulic Oil
1	Manual Tooling Package with J-frame
1	Positive Adjustable Stop Cylinder

and any duplicate parts, extras, mechanisms and devices related thereto or used in connection therewith, now attached to or delivered with the designated equipment of that may at any time hereafter be obtained from the Lessor or be added thereto by or with the consent of the Lessor.

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

ADVANTA Leasing Corp.
(LESSOR)
BY: _____

(TITLE)

Sykes Machining Corp.
(LESSEE)
BY: *Raymond R. Sykes*
PRESIDENT

(TITLE)

281643

BOOK 559 PAGE 33

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

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records (For Fixtures Only).
 Subject to Recordation Tax on principal amount of \$.....

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>
HORIZON MARINE, INC.	8377 JUMPERS HOLE ROAD MILLERSVILLE, MD 21108

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

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

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

3. This Financing Statement covers the following types (or items) of property (the collateral): New and Used Boats, including attachments, accessories and equipment attached thereto, replacements thereof, and all inventory returned or repossessed, and all of Borrower's furniture, fixtures, machinery and all of Borrower's accounts receivable, contract rights and inventory, now owned or hereafter acquired, and the proceeds and products thereof.

11.00

.50

0040 R04 112746

08/03/90

H. ERLE SCHAFER

22 DIL CIRCUIT COURT

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

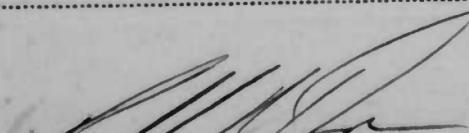
5. Proceeds) of the collateral are also specifically covered.
 Products)

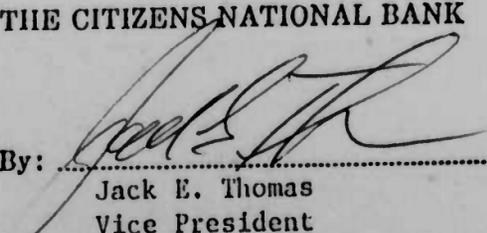
Debtor

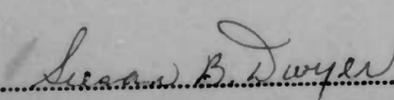
Secured Party (Assignee)

HORIZON MARINE, INC.

THE CITIZENS NATIONAL BANK

By: 
Russell R. Dwyer, President

By: 
Jack E. Thomas
Vice President

By: 
Susan B. Dwyer, Sec./Treas.

Type or print all names and titles under signatures.

11-13

Acct #602-801535

BOOK 559 PAGE 34
County

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

This statement refers to original financing statement, identifying FILE NO. 267567

RECORDED IN LIBER 512 FOLIO 143 ON May 12, 1987 (DATE)

1. Debtor's name and address:
Corman Construction, Inc.
8111 Annapolis Junction Road
Jessup, MD 20794-0160
2. Secured party's name and address:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046
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 effective.
- Terminations. 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: (list 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:

RECEIVED 10.00
 11/21/84 .50
 8/23/80 040 112147
 08/03/90
 H. L. E. SINGER
 88 131 100001 11881



First Virginia Commercial Corporation (Bank)

Dated June 23, 1990

By Nuran N. Bender
Nuran N. Bender
Assistant Vice President
TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

10-20
5

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):
George M. King Contractors, Inc.
1790 Severn Chapel Road
Millersville, MD 21108
M-36479

(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

For Filing Officer

RECORD FEE 11.00
MUTUAL .50
#234220 (040 #04 112154
08/03/90
#23429

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

One (1) New Caterpillar Model #D4H Track Type Tractor S/N 8PB04221

ANNE ARUNDEL COUNTY, MARYLAND

SECURED PARTY IS SELLER OF EQUIPMENT NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

George M. King Contractors, Inc. R.F. Watson, Pres.

(By)

R.F. Watson President
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]
Alban Tractor Co., Inc.

(By)

Mark M. 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

STATE OF MARYLAND

BOOK 559 PAGE 36

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277929

RECORDED IN LIBER 543 FOLIO 337 ON 7/11/89 (DATE)

1. DEBTOR

HERMANN LUDWIG, INC.
Name BALTIMORE WASHINGTON INTERNATIONAL AIRPORT
AIR CARGO COMPLEX, BUILD B, BAY 32, ROOM 214
Address BWI AIRPORT, MD 21240

P. Sontag 07/22/90

2. SECURED PARTY

Name CREDIT LYONNAIS
NEW YORK BRANCH/GRAND CAYMAN BRANCH
Address 95 WALL STREET
NEW YORK, NY 10005

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

3. Maturity date of obligation (if any)

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

C5200

C752253

0.00
.50

08/03/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

155

CREDIT LYONNAIS, NEW YORK BRANCH

Dated 06/26/90

Domiere
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

559 PAGE 37

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 280303

RECORDED IN LIBER 553 FOLIO 284 ON March 16, 1990 (DATE)

1. DEBTOR

Name R & D Equipment Sales, Inc.
Address P.O. Box 788 Gambrills, MD 21054

2. SECURED PARTY

Name Orix Credit Alliance, Inc.
Address P.O. Box 676, 1331A Ashton Road Hanover, MD 21076

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>To Delete One (1) Grove Model RT625 Hydraulic Rough Terrain Crane S/N 44722</p> <p>To Add One (1) Grove Model RT740 Crane S/N 45285</p>	

R & D Equipment Sales, Inc.

By: Donald R. White

Title: President

Orix Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Name on Above Line

Dated 7/20/90

1050

A886-000.003
LFH/skb
7/31/90 - 9:19am

BOOK 559 PAGE 38

281645

FINANCING STATEMENT

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

RECORD FEE 29.00
POSTAGE .50
#853460 0237 R02 T15:23
08/03/90

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



H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. NAME AND ADDRESS OF DEBTOR:

BAY RIDGE SHOPPING CENTER CORPORATION
c/o Blum, Frank & Kamins Companies
The Esplanade
1990 K Street, N.W.
Washington, D.C. 20006
ATTN: Mr. Sheldon B. Kamins

2. NAME AND ADDRESS OF SECURED PARTY:

(i) BAY RIDGE ASSOCIATES LIMITED PARTNERSHIP
(ii) BAY RIDGE FOREST ASSOCIATES LIMITED PARTNERSHIP
(iii) ARTHUR L. S. WAXTER
c/o Miles Management Company
401 Washington Avenue
Suite LL-7
Towson, Maryland 21204
ATTN: Mr. Arthur L. S. Waxter

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

2902

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 Land is also described in a Deed of Trust, Assignment and Security Agreement dated July 31, 1990 (the "Deed of Trust") executed by the Debtor for the benefit of Lawrence F. Haislip and Milton R. Smith, 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.

DEBTOR:

BAY RIDGE SHOPPING CENTER CORPORATION,
a Maryland corporation

By: 

~~Gary S. Frank~~ Sheldon B. Kamins
President

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

Lawrence F. Haislip, Esquire
Miles & Stockbridge
600 Light Street, 3rd Floor
Towson, Maryland 21204

EXHIBIT "A"

PARCEL ONE

BEGINNING for the same at a concrete monument found at the same beginning point as in Parcel Two of the Agreement of Lease dated April 19, 1973 by and between Arthur L. S. Waxter and Bay Ridge Associates, recorded among the Land Records of Anne Arundel County, Maryland in Liber 2582, Page 472;

THENCE running from said beginning point, so fixed, and with the outlines of said Parcel Two, North 38 degrees, 24 feet, 21 inches West 87.10 feet to a concrete monument found, North 19 degrees, 41 feet, 29 inches West 201.06 feet, and North 32 degrees, 46 feet and 42 inches West 183.54 feet to intersect the east side of Hillsmere Drive at coordinate point No. 10 as shown on a plat of Bay Ridge Plaza recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 46 Page 31;

THENCE with the existing east side of Hillsmere Drive and with the east side of the variable widening strip as mentioned in the conveyance from Arthur L. S. Waxter, et al., to Anne Arundel County, by deed dated April 19, 1973 and recorded among the said Land Records in Liber 2722, Page 738 and with the arc of a curve to the right, having a radius of 450.30 feet, a delta angle of 12 degrees, 6 feet, 33 inches, a tangent distance of 47.76 feet and a chord bearing and distance of North 8 degrees, 16 feet, 35 inches East 94.99 feet for an arc length of 95.17 feet to intersect the South 58 degrees, 17 feet, 37 inches East 186.08 foot line of said Parcel Two (Liber 2582, Page 472);

THENCE leaving said Hillsmere Drive and with part of said line, South 58 degrees, 17 feet, 37 inches West 179.44 feet to the end of said line;

THENCE continuing with the outlines of said Parcel Two (Liber 2582, Page 472) North 31 degrees, 42 feet, 23 inches East 75.68 feet, South 58 degrees, 17 feet, 37 inches East 263.0 feet, and South 31 degrees, 42 feet, 23 inches West 396.97 feet to the place of beginning.

CONTAINING 2.382 acres +/- and as described by McCrone, Inc. in July 1990;

BEING all of the remainder of Parcel Two of the Agreement of Lease dated April 19, 1973 by and between Arthur L. S. Waxter and Bay Ridge Associates, recorded among the Land Records of Anne Arundel County, Maryland in Liber 2582, Page 472.

The above described 2.382 acres +/- being subject to a 15-foot easement to accommodate a 4 inch cast iron force main as shown on City of Annapolis Sheet #291-C4 and may also be subject to the rights of others in and to that portion of the property which lies in the bed of the old abandoned Annapolis Neck Road and also subject to Easement #1 and Easement #2 as described in Liber 2925, Page 703.

PARCEL TWO

BEGINNING for the same at a point located on the southwest side of Forest Drive as shown on State Road Commission Plat #19883 and at the end of the North 42 degrees, 38 feet, 13 inches East 183.80 feet foot line of Parcel One of the Agreement of Lease dated April 19, 1973, by and between Arthur L. S. Waxter and Bay Ridge Associates recorded among the Land Records of Anne Arundel County, Maryland in Liber 2582, Page 472;

THENCE running from said beginning point, so fixed, and with the southwest side of Forest Drive, as shown on said plat, and with the outlines of said Parcel One, South 60 degrees, 59 feet, 16 inches East 76.38 feet to a point at the end of the North 59 degrees, 43 feet, 23 inches West 187.91 foot line of a Variable Widening Strip described in the conveyance from Arthur L. S. Waxter, et al., to Anne Arundel County by deed dated October 13, 1975 and recorded among the said Land Records in Liber 2805, Page 649.

THENCE with part of said line reversely, South 59 degrees, 43 feet, 23 inches East 140.28 feet to a point located at the end of the North 59 degrees, 11 feet, 27.5 inches West 47.62 foot line of Exhibit "A" of the conveyance from Arthur L. S. Waxter, et al., to Anne Arundel County, by deed dated June 27, 1980 and recorded among the said Land Records in Liber 3322, Page 577;

THENCE with said line, reversely, and as now established, South 58 degrees, 57 feet, 12 inches East 47.62 feet to a point at the beginning of said line, said point being further located in the South 31 degrees, 42 feet, 23 inches West 226.0 foot line of Parcel One of the said Agreement of Lease recorded in Liber 2582, Page 472;

THENCE leaving Forest Drive (and/or Bay Ridge Road), and running with part of the said South 31 degrees, 42 feet, 23 inches West 226.0 foot line, South 31 degrees, 42 feet, 23 inches West 220.36 feet to the end of said line;

THENCE continuing with the outlines of said Parcel One (Liber 2582, Page 472), North 58 degrees, 17 feet, 37 inches West 200.00 feet, North 31 degrees, 42 feet, 23 inches East 14.00 feet, North 58 degrees, 17 feet, 37 inches West 63.0 feet, North 31 degrees 42 feet, 23 inches East 17.13 feet, North 56 degrees, 31 feet, 02

inches West 36.02 feet, to a point located at the end of the South 42 degrees, 38 feet, 13 inches West 183.80 foot line of the conveyance from Hillsmere Estates, incorporated, to Bay Ridge Forest Associates, by deed dated February 16, 1973 and recorded among the said Land Records in Liber 2564, Page 48;

THENCE with said line, reversely, and continuing with the outlines of said Parcel One (Liber 2582, Page 472), North 42 degrees, 38 feet, 13 inches East 183.80 feet to the place of beginning.

CONTAINING 1.370 acres +/- and as described by McCrone, Inc. in July 1990.

BEING all of the remainder of Parcel One of the Agreement of Lease dated April 19, 1973, by and between Arthur L. S. Waxter and Bay Ridge Associates recorded among the Land Records of Anne Arundel County, Maryland in Liber 2582, Page 472.

The above described 1.370 acres +/- being subject to a Revertible Slope Easement as shown on S.R.C. Plat #19883, and also subject to a 5-foot Utility Easement described in Liber 2805, Page 649, and also subject to a Revertible Easement mentioned in Liber 3322, Page 577 and shown on Anne Arundel County Plat #18126 and also subject to a 15-foot easement to accommodate a 4 inch cast iron force main as shown on City of Annapolis Sheet #291-C4.

PARCEL THREE

BEGINNING for the same at an iron pipe located on the southwest side of Forest Drive as shown on State Road Commission Plat #19883 and at the end of the South 60 degrees, 59 feet, 16 inches East 46.89 foot line of the conveyance from Hillsmere Estates, Incorporated, to Bay Ridge Forest Associates, by deed dated February 16, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2564, Page 48;

THENCE running from the place of beginning, so fixed, leaving said Forest Drive and with the outlines of said conveyance, and also running with the North 42 degrees, 38 feet, 13 inches East 183.80 foot line of Parcel One of the Agreement of Lease dated April 19, 1973 by and between Arthur L. S. Waxter and Bay Ridge Associates recorded among the said Land Records in Liber 2582 Page 472, reversely, South 42 degrees, 38 feet, 13 inches West 183.80 to a point;

THENCE with part of the North 56 degrees, 31 feet, 02 inches West 185.0 foot line of the said conveyance recorded in Liber 2564, Page 48, North 56 degrees, 31 feet, 02 inches West 160.0 feet to intersect the southeast side of Hillsmere Drive (80 feet wide) as shown on a plat of Bay Ridge Plaza recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 46, Page 31;

THENCE with the southeast side of said Hillsmere Drive, North 33 degrees, 28 feet, 58 inches East 135.57 feet to a point of curve;

THENCE with the arc of a curve to the right having a radius of 30.00 feet, a delta angle of 83 degrees, 52 feet, 41 inches, a tangent distance of 26.95 feet, and a chord bearing and distance of North 75 degrees, 25 feet, 19 inches East 40.10 feet, for an arc length of 43.92 feet to a point of tangency on the southwest side of said Forest Drive; said point of tangency also being in the South 62 inches, 38 feet, 21 inches East 125.17 foot line of the said conveyance recorded in Liber 2564, Page 48;

THENCE with part of said line, and along the southwest side of Forest Drive as shown on said S.R.C. Plat #19883, South 62 degrees, 38 feet, 21 inches East 116.36 feet to a point located at the end of said line;

THENCE continuing along the southwest side of said Forest Drive and with the outlines of the said conveyance recorded in Liber 2564, Page 48, South 60 degrees, 59 feet, 16 inches East 46.89 feet to the place of beginning;

CONTAINING 0.685 acres +/- and as described by McCrone, Inc. in July 1990.

BEING all of the remainder of the above mentioned conveyance from Hillsmere Estates, Incorporated, to Bay Ridge Forest Associates by deed dated February 16, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2564, Page 48;

The above described 0.685 acres +/- being subject to the Revertible Slope Easement as shown on said S.R.C. Plat #19883, and subject to a 15 foot storm drain easement as mentioned in the deed recorded in Liber 2722, Page 738 and as shown on the said plat of Bay Ridge Plaza recorded in Plat Book 46, Page 31, and also subject to the 5-foot utility Easement described in Liber 2805, Page 594.

STATE OF MARYLAND
FINANCING STATEMENT ⁵⁵⁹ PAGE ⁴⁵

Identifying File **281646**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Trio Wire & Cable Corp.
Address 747 Third Avenue; New York, NY 10017

2. SECURED PARTY

Name Northwestern National Life Insurance Company
c/o Washington Square Capital, Inc.
Address 625 Marquette Ave. S.; Suite 1500; Minneapolis, MN 55402
ADDITIONAL SECURED PARTIES LISTED ON EXHIBIT A ATTACHED HERETO

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 B ATTACHED HERETO

Name and address of Assignee
RECORD FEE 33.00
POSTAGE .50

FILE IN ANNE ARUNDEL COUNTY
CHECK THE LINES WHICH APPLY

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

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

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

TRIO WIRE & CABLE CORP.

[Signature]
(Signature of Debtor)

MARVIN L. ROMER
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



430370 CO40 R04 T09*03
08/06/90

H. ERLE SCHAFER
ANNE ARUNDEL COUNTY COURT

Secured Parties and Addresses:

The North Atlantic Life Insurance Company of America
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Northern Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Ministers Life - A Mutual Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Western States Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

The Security Mutual Life Insurance Company
of Lincoln, Nebraska
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

8867S

Description of Collateral

BOOK 559 PAGE 47

(a) INVENTORY:

All inventory of Debtor, whether now owned or hereafter acquired;

(b) EQUIPMENT:

All equipment of Debtor, whether now owned or hereafter acquired;

(c) ACCOUNTS, CONTRACT RIGHTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment maybe evidenced, together with all other rights and interests which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts and contract rights of Debtor; and

(d) GENERAL INTANGIBLES:

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, and the right to use Debtor's name;

together with all substitutions and replacements for any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

STATE OF MARYLAND
FINANCING STATEMENT FORM UC-1 PAGE 48

Identifying File No. 281647

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Laribee Wire Manufacturing Company, Inc.

Address 747 Third Avenue; New York, NY 10017

2. SECURED PARTY

Name Northwestern National Life Insurance Company
c/o Washington Square Capital, Inc.

Address 625 Marquette Ave. S.; Suite 1500; Minneapolis, MN 55402

ADDITIONAL SECURED PARTIES LISTED ON EXHIBIT A ATTACHED HERETO

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 B ATTACHED HERETO

Name and address of Assignee

RECORD FEE 13.00

POSTAGE .50

SEARCHED 0040 104 109:05

00/06/90

FILE IN ANNE ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

LARIBEE WIRE MANUFACTURING COMPANY, INC.

ENTP
(Signature of Debtor)

ARAVEL L. Ramos
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

Secured Parties and Addresses:

The North Atlantic Life Insurance Company of America
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Northern Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Ministers Life - A Mutual Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Western States Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

The Security Mutual Life Insurance Company
of Lincoln, Nebraska
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

8867S

Description of Collateral

BOOK 559 PAGE 50

(a) INVENTORY:

All inventory of Debtor, whether now owned or hereafter acquired;

(b) EQUIPMENT:

All equipment of Debtor, whether now owned or hereafter acquired;

(c) ACCOUNTS, CONTRACT RIGHTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment maybe evidenced, together with all other rights and interests which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts and contract rights of Debtor; and

(d) GENERAL INTANGIBLES:

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, and the right to use Debtor's name;

together with all substitutions and replacements for any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

FINANCING STATEMENT 559-51

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 Royal Electric, Inc.

Address 95 Grand Avenue; Pawtucket, RI 02862

2. SECURED PARTY

Name Northwestern National Life Insurance Company
c/o Washington Square Capital, Inc.

Address 625 Marquette Ave. S.; Suite 1500; Minneapolis, MN 55402

ADDITIONAL SECURED PARTIES LISTED ON EXHIBIT A ATTACHED HERETO

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 B ATTACHED HERETO

Name and address of Assignee



RECORD FEE 13.00

POSTAGE 50

4705400 0040 004 TOP:07

08/06/90

H. ERLE SCHAFER

FILE IN ANNE ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ROYAL ELECTRIC, INC.

[Signature]
(Signature of Debtor)

MANUEL L. HAMP
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

Secured Parties and Addresses:

BOOK 559 PAGE 52

The North Atlantic Life Insurance Company of America
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Northern Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Ministers Life - A Mutual Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Western States Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

The Security Mutual Life Insurance Company
of Lincoln, Nebraska
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

8867S

Description of Collateral

(a) INVENTORY:

All inventory of Debtor, whether now owned or hereafter acquired;

(b) EQUIPMENT:

All equipment of Debtor, whether now owned or hereafter acquired;

(c) ACCOUNTS, CONTRACT RIGHTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment maybe evidenced, together with all other rights and interests which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts and contract rights of Debtor; and

(d) GENERAL INTANGIBLES:

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, and the right to use Debtor's name;

together with all substitutions and replacements for any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

FINANCING STATEMENT FORM UC-100 BOOK 559 PAGE 54

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 Laribee Wire Manufacturing of New York, Inc.
Address 101 Central Avenue; Farmingdale, NY 11735

2. SECURED PARTY

Name Northwestern National Life Insurance Company
c/o Washington Square Capital, Inc.
Address 625 Marquette Ave. S.; Suite 1500; Minneapolis, MN 55402
ADDITIONAL SECURED PARTIES LISTED ON EXHIBIT A ATTACHED HERETO

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 B ATTACHED HERETO

Name and address of Assignee

RECORD FEE 13.00
MAY 11 1970
8:30 AM
00/06/70

FILE IN ANNE ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

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

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

XX (Proceeds of collateral are also covered)

XXX (Products of collateral are also covered)

LARIBEE WIRE MANUFACTURING OF NEW YORK, INC.

[Signature]
(Signature of Debtor)

MANUEL L. KAMM
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

Secured Parties and Addresses:

The North Atlantic Life Insurance Company of America
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Northern Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Ministers Life - A Mutual Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Western States Life Insurance Company
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

The Security Mutual Life Insurance Company
of Lincoln, Nebraska
c/o Washington Square Capital, Inc.
625 Marquette Avenue South
Suite 1500
Minneapolis, Minnesota 55402

8867S

Description of Collateral

(a) INVENTORY:

All inventory of Debtor, whether now owned or hereafter acquired;

(b) EQUIPMENT:

All equipment of Debtor, whether now owned or hereafter acquired;

(c) ACCOUNTS, CONTRACT RIGHTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment maybe evidenced, together with all other rights and interests which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts and contract rights of Debtor; and

(d) GENERAL INTANGIBLES:

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, and the right to use Debtor's name;

together with all substitutions and replacements for any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

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) Dutch Treat Specialties, Inc. 8370 Jumpers Hole Rd. Millersville, MD 21108	2. Secured Party(ies) and address(es) Diversified Leasing, Inc. 133 Defense Hwy., Suite 106 Annapolis, MD 21401	For Filing Officer (Date, Time and Filing Office) RECORD FEE 11.00 POSTAGE .50 MDC0430 0940 104 107412
4. This statement refers to original Financing Statement bearing File No. <u>272666</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>May 5</u> 19 <u>88</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Edith L. Geldmacher Wilton E. Geldmacher 8211 Jumpers Hole Rd. Millersville, MD 21108		
No. of additional Sheets presented:		
		DIVERSIFIED LEASING INC By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		
(1) Filing Officer Copy - Alphabetical		STANDARD FORM - FORM UCC-3

1150



281650

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. []

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

1. DEBTOR(S) and Address(es): (last name first) BEN-KEI CONSTRUCTION CORP 10121 RT #32 SEASUP MD. 20794	2. SECURED PARTY THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)

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

RECEIVED 11.00
 RECEIVED 1040 NOV 10 1990
 11/06/90
 AS UN. CREDIT COURT

DEBTOR:

SECURED PARTY:

Ben-Kei Construction Corp.

(Type Name)

THE PARADIES DISTRIBUTING CO.

By: _____ (SEAL)

By: *John Mulvey* _____

By: *Donald Shannon* _____ (SEAL)

9/11/90 _____ 1990

Donald Shannon, Pres.

(Date Signed by Debtor)

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

11-

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

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

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

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

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

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

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

Roll No. 501

Page No. 465

Identification No. 263221

Date: August 7, 1976

1. Debtor(s)

Hardin-Huber, Inc.
Name or Names—Print or Type
1230 Cronson Blvd. Crofton, MD. 21114
Address—Street No., City - County State Zip Code

2. Secured Party

The First National Bank of Maryland
Name or Names—Print or Type
P.O. Box 1596 Banc 101-503 Baltimore, Md. 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

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

Amendment 11.00

Please add the following Trade Name

Huber-Spurlin

10-

DEBTOR

Hardin-Huber, Inc.

Michael W. Huber
(Signature)
Michael W. Huber, President

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Debra M. German, V.P.
(Signature of Loan Officer)
Debra M. German, Vice President
(Print Name and Title)

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

3. MATURITY DATE (If Any) 03JUN93
FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
CROOK, C DBA C & C EXCA
1 GENE AVE PASADENA MD 21122
217346885 AC

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE IND EQUIPMENT CO.
P. O. BOX 65090
WEST DES MOINES IA 50265
FORM-JOHN DEERE IND EQUIP CO
400-19TH, MOLINE, IL, 61625

4. This statement refers to original Financing Statement bearing File No. 273116
BK 527 PG 452
Filed with ANNE ARUNDEL MD Date Filed 03JUN88

- 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 .30
RECORDED COPY R04 509424
08/06/90
H. ERLE SCHAFER

10. 1030

TO: CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

Number of Additional Sheets Presented 02JUL90

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

Amor
Annette
12.50

MARYLAND FINANCING STATEMENT

281651

(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: Samual J. Giordano T/A Promatec
(Name or Names)
7466 New Ridge Road, Hanover, Maryland 21076
(Address)

LESSEE: _____ CFSL 4089
(Name or Names)

(Address)

2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association
Of LESSOR: _____ (Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

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

- 1 - AML - 618 High Speed Lathe w/Tooling Serial #081789-7818035
- 1 - Bridgeport Boss 4, Series 1 CNC Mill Serial #735576

32.00
1.00
1001.42
1001.42
11, 1111 111111
11 11, 111111 111111

12.50

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE
Samual J. Giordano
T/A Promatec

LESSOR

Chesapeake Industrial Leasing Co., Inc.

By: Samual J. Giordano owner
(Title)
Samual J. Giordano
(Type or print name of signer)

By: Donald A. Lounsbury Credit Manager
(Title)
Donald A. Lounsbury
(Type or print name of signer)

By: _____
(Title)

(Type or print name of signer)

Return to: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road
Baltimore, MD 21234

BOOK

559 PAGE 63

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281652

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

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

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

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

1. ~~XXXXXXXX~~ LESSEE:

Name Martin C. Leopold

Address 7425 Zachary Lane Glen Burnie MD. 21061

2. ~~XXXXXXXXXXXX~~ LESSOR:

Name TELMARK INC.

Address P. O. Box 4943, Syracuse, NY 13221

7

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 Vermeer 630B Stump Cutter

Name and address of Assignee	FILE
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	10/31
	11/31
	12/31



THIS IS A LEASE TRANSACTION AND THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY. CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1150

Martin C. Leopold
(Signature ~~XXXXXXXX~~ LESSEE)

Martin C. Leopold
Type or Print Above Name on Above Line

(Signature of ~~XXXXXX~~ LESSEE)

Type or Print Above Signature on Above Line

TELMARK INC.

Andrew L. McLean
(Signature of ~~XXXXXXXXXX~~) LESSOR

Andrew L. McLean
Type or Print Above Signature on Above Line

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) PARKER, CYNTHIA 1555 PATUXENT MANOR ROAD DAVIDSONVILLE, MD 21035	2. Secured Party(ies) and address(es) HOT TUB WAREHOUSE 8500 A 1/2 TYCO ROAD VIENNA, VIRGINIA, 22180	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: PACIFIC MARQUIS PORTABLE HOT TUB MODEL : EPIC COLOR : BLACK MARBLE ITEM NOT SUBJECT TO TAX: TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY A SELLER OF COLLATERAL TO SECURE ALL OR PART OF ITS PRICE.		5. Assignee(s) of Secured Party and Address(es) CHRYSLER FIRST FINANCIAL 12500 FAIR LAKES CIRCLE SUITE 250 FAIRFAX, VA 22033

RECORDED FEE 11.00
POSTAGE .50
REGISTERED MAIL NO. 709446

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: **CHRYSLER FIRST FINANCIAL SERVICE CORPORATION**

By: *Cynthia Parker* **CYNTHIA PARKER**
 By: *Clyde R Parker* **CLYDE PARKER** Signature(s) of Debtor(s)
 By: *Mark Frye* **MARK FRYE**
 By: *Clyde R Parker* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

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

1. DEBTOR(S) and Address(es): (last name first) BEN-KEI CONSTRUCTION Corp. 10181 Rt #32 (10181 Rt 32) Jessup MD 20794	2. SECURED PARTY THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)

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


 13.00
 104-107145
 01/06/90
 H. BIRD
 AS U. CLERK

DEBTOR:

SECURED PARTY:

Ben-Kei Construction Corp.
(Type Name)

THE ZAMOISKI CO.

By: _____ (SEAL)

By: *John Mulkey*

By: *Donald Shannon* (SEAL)

9/1 MAY 1990
(Date Signed by Debtor)

Donald Shannon, Pres.

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

11-

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

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

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

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

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

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

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

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

1. DEBTOR(S) and Address(es): (last name first) Action Antenna Service Co Inc 4128 WASHINGTON Blvd Baltimore, Md. 21227	2. SECURED PARTY THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)

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

NOV 11 11:00
 1980 NOV 11 10:14
 11/11/80
 89 LV. COUNTY CLERK

DEBTOR:

SECURED PARTY:

Action Antenna Service Co Inc
(Type Name)

THE ZAMOISKI CO.

By: Roger L. Spurgeon Pres. (SEAL)
Roger L. Spurgeon, Pres.

By: John Mulky

By: _____ (SEAL)

(Date Signed by Debtor) 19 ____

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

11-

Terms and Conditions of Security Agreement

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

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

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

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

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

FINANCING STATEMENT FORM UCC-1 558 PAGE 69 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 UNITED SEAL & STAMP C/O OFFICE DEPOT #99
Address 6623 GOVERNOR RITCHIE WAY CITY GLEN BURNIE, MD 21061

2. SECURED PARTY

Name GE CAPITAL
Address 64A PERIMETER CTR EAST ATLANTA GA 30346

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

3. Maturity date of obligation (if any)

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

SEE ATTACHED SCHEDULE A

Name and address of Assignee
POSTAGE
55750 0040 R04 T0148
08/15/90

5134040 300 230

H. ERNE SCHAFER
14 TH. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

12

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

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

CONDITIONAL SALES CONTRACT EXEMPT FROM RECORDATION TAX TAKEN OR RETAINED BY SELLER AS COLLATERAL TO SECURE ALL OR PART OF ITS PRICE

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

(Signature of Debtor)

UNITED SEAL & STAMP
Type or Print Above Name on Above Line
(Paul Earlich)
(Paul Earlich)
(Paul Earlich)

Type or Print Above Signature on Above Line

Dara Trammel
(Signature of Secured Party)

GE CAPITAL DARA TRAMMEL
Type or Print Above Signature on Above Line

SCHEDULE A LISTING OF EQUIPMENT

QUANTITY	MODEL #	SERIAL #	DESCRIPTION
	BBXT10VP43 SERIAL NO	XT-10 DESKTOP CA:002852/PS:N/A MB:89H015803	1 1
	CHDP125610	256-100 NS DRAM	18 18
	CHDP164100	64-100 NS DRAM	18 18
	FD3605FJ08 SERIAL NO	360 FD 5.25" 90908963	1 1
	IO516GKW18 SERIAL NO	2S/1P/1G XT I/O W/FD KW013817	1 1
	HD2253SE30 SERIAL NO	20 MB HD ST-225 61568929	1 1
	HCWX1CWD30 SERIAL NO	HD CONTROLLER WX1 280223	1 1
	KB625MNT32 SERIAL NO	101 ENHANCED N/CLIC 03037665	1 1
	MN12MOHS30 SERIAL NO	MONO AMBER 12" HEA 911200804	1 1
	VCMGPAGK14 SERIAL NO	MONO GRAPHICS W/PP 64M-02008	1 1
	MO12INPP55 SERIAL NO	1200 INT 091160560	1 1
	BXSHIPPING	FOAM SHIPPING BOX	1 1

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate account of the "Equipment" as defined in the Lease Agreement.

LESSEE

BY: *[Signature]*

TITLE: V.P.

ACCOUNT # _____

281657

BOOK 559 PAGE 71

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. []

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

Table with 2 columns: 1. DEBTOR(S) and Address(es): (last name first) Branson's Conceptual Designs... 2. SECURED PARTY THE ZAMOISKI CO. 3000 Waterview Avenue...

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax. (Md.)
6. Return to: Secured Party (Md.)

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

DEBTOR: Branson's Conceptual Designs (Type Name) By: [Signature] (SEAL) Branson J. Muntor, Owner By: [] (SEAL)

SECURED PARTY: THE ZAMOISKI CO. By: [Signature] (Date Signed by Debtor) 19__

MARYLAND F.I.L. 11.00
F. 200,000 DUES NOV 10/150
08/06/90
H. ERIC SCHAFER
99 LV. CIRCUIT COURT

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

Handwritten marks: //

559 PAGE 72
FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

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

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

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

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

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

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275879

RECORDED IN LIBER 536 FOLIO 121 ON 12-28-88 (DATE)

1. DEBTOR

Name Uni-Lube, Inc.

Address 477 East Beaver Avenue, State College, PA 16801

2. SECURED PARTY

Name Maryland National Bank

Address 411 Walnut Street, Harrisburg, PA 17101

Carol S. Vernon, 607 Washington Street, Reading, PA 19601

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

3. Maturity date of obligation (if any) 12-28-93

CHECK FORM OF STATEMENT

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

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

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

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

The Debtor's name has changed to "Lube-Mart's, Inc." as of April 23, 1990.

10:30

Thomas L. Daley Sr. J.P. (Signature of Debtor)

THOMAS L. DALEY Type or Print Above Name on Above Line

Dated 7/14/90

Richard S. Datz (Signature of Secured Party)

RICHARD S. DATZ Type or Print Above Name on Above Line

POSTAGE 10.00 .50 040 R04 710420 08/06/90 11. STREET SCHAFER 11. CO. DISTRICT COURT

559 - 74

not used

8-6-90

559 PAGE 75
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.)

RECORD FEE 10.00
POSTAGE .50
#854680 C237 R02 T12:58
08/06/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



LOT NO. 142 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 July 16, 1990

UTZ.2UCC

1002

RETURN TO: MAHER & MAHER, CHTD., 305 Compton Avenue, Laurel, MD 20707 (SC 25-90)

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
625 Eye St., N.W., Washington, D.C. 20006

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN CHATTEL
~~AND~~ 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 July 28, 1989 Record Reference Liber 544, folio 152
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Pro Investment Group, Inc. c/o H & A Construction Company	4305	Northview Drive,	Bowie,	MD 20716

Name of Secured Party or assignee	No.	Street	City	State
First American Bank of Maryland, Real Estate Division	8401	Colesville Road,	Silver Spring,	MD 20910

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION (PARTIAL)
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, as to Lot 6, "Windy Knolls" per Plat Book 118, page 49.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00
POSTAGE .50
#118350 CITY R03 114127
08/06/89
H. EDLE SCHAFER
AA CO. CIRCUIT COURT



Debtor(s) or assignor(s)

FIRST AMERICAN BANK OF MARYLAND

Carolyn W. Hall (Seal)

(Corporate, Trade or Firm Name)
Carolyn W. Hall
Group Vice President

Signature of Secured Party or Assignee

(Type or print name under signature)

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

1050

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281658

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

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

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

This financing statement Dated 8/1/1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

RELIABLE CONTRACTING COMPANY INC
Name
1 CHURCH VIEW ROAD MILLERSVILLE MD 21108-2299
Address

2. SECURED PARTY

BALDWIN SERVICE CENTER INC.
Name
41 DEFENSE HIGHWAY
Address
ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any)

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

1 NEW DRESSER TRACK LOADER MN# TD-8G SN# 442000DK005452

CHECK THE LINES WHICH APPLY

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

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

ASSIGNEE
KDC FINANCIAL CORP.
3201 NORTH WOLF ROAD
FRANKLIN PARK, IL 60131

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John T. Baldwin V.P.
(Signature of Debtor)

RELIABLE CONTRACTING COMPANY INC
Type or Print Above Name on Above Line

John T. Baldwin
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

SEC-TREAS.

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

11-50

FINANCING STATEMENT 559 78

281659

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

W. Bobbie Bryson

7959 Telegraph Road #18
Severn, Maryland 21144

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

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

NEW 1991, Imperial Homes Corp. "Regal" Mobile Home
70'+2' x 14', Serial # IH913500

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

W. Bobbie Bryson

Secured Party

JOHN HANSON SAVINGS BANK FSB

By Kathryn Ruliy

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.

RECEIVED ALL 11-30
POSTAGE .50
RECEIVED TOWSON MD 11-11-91
DE/06/90
11-30

A.A. County

STATE OF MARYLAND

BOOK 559 PAGE 79

FINANCING STATEMENT FORM UCC-281660

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 McLean Contracting Company
Address 6700 McLean Way 21060
6700 Curtis Court, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name L.B. Smith, Inc.
Address 7430 Montevideo Road, Jessup, Maryland 20794



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
SEARCHED INDEXED
SERIALIZED FILED
MAY 11 1980
FBI - BALTIMORE

One(1) P&H Century Crane CN128 S/N 55892

with all present and future attachments, additions, repairs, products, and proceeds now owned or hereafter acquired. With title to be retained by L.B. Smith, Inc. This financial statement is intended to publicize the lease of above property, and does not create a security interest.

CHECK THE LINES WHICH APPLY

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

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

[Signature]
(Signature of Debtor)

McLean Contracting Company
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

McLean Contracting Company
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Bruce Dean
L.B. Smith, Inc....Business Manager
Type or Print Above Signature on Above Line

281661

To be recorded among the
Chattel Records of Anne Arundel County

Subject to Recordation
Tax on the Principal
Amount is \$96,000.00,
which tax has been
paid to the Clerk of
the Circuit Court for
Anne Arundel County
in connection with the
recordation of the Deed
and Deed of Trust.

DATE: July 5th 1990

FINANCING STATEMENT

1. Debtor:

M-II CONSTRUCTION CO., INC.,
a Maryland Corporation

Address:

237 Zeppelin Avenue,
Baltimore, Maryland 21225

2. Secured Party:

BALTIMORE SAVINGS & LOAN
ASSOCIATION, F.A.

Address:

Pomona Square
1700 Reisterstown Road, Suite 202
Pikesville, Maryland 21208

RECORD FEE 13.00
POSTAGE .50
JUL 10 1990
08/07/90

H. EMIL SCHOFER

CLERK OF CIRCUIT COURT

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 erected on the lands herein described which are necessary to the complete and conformtable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said buildings in any manner; and

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

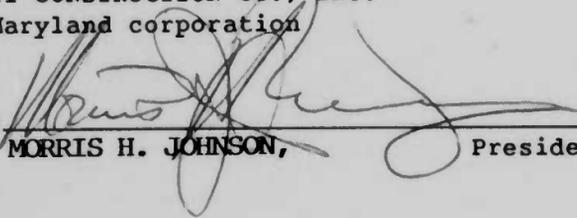
(d) all contract rights of and from the herein described property or any part thereof.

13

5. The aforesaid items are included as security in a Deed of Trust of even date herewith given to Alleck A. Resnick and J. Michael Millard, Trustees, and recorded or intended to be recorded among the Land Records of Harford County, Maryland securing an indebtedness owed by the Debtor to Baltimore Savings & Loan Association, F.A., and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
6. Proceeds of collateral are covered hereunder.
7. The real estate is that property, located in Harford County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

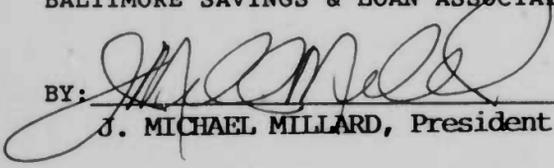
DEBTOR:

M-II CONSTRUCTION CO., INC.
a Maryland corporation

BY: 
MORRIS H. JOHNSON, President

SECURED PARTY:

BALTIMORE SAVINGS & LOAN ASSOCIATION, F.A.

BY: 
J. MICHAEL MILLARD, President

0185C

BOOK 559 PAGE 82

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot A, as shown on the Minor Subdivision Family Conveyance of the Morris H. Johnson property, said plat being recorded among the Land Records of Anne Arundel County at Liber HES No. 4482, folio 691.

ALLECK A. RESNICK, ATTORNEY
2 Hopkins Plaza
900 Mercantile Bank & Trust Bldg.
Baltimore, Maryland 21201

County

BOOK 559 PAGE 83

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276117

RECORDED IN LIBER 537 FOLIO 69 ON 1-23-89 (DATE)

1. DEBTOR

Name Nobody Does It Better, Inc. C/O John and Susan Donovan
Address 1029 Ashe Street Davidsonville, Md 21035

2. SECURED PARTY

Name Second National Federal Savings Bank
Address P.O. Box 2558 Salisbury, Md 21802
Attn: Gwen D. Waters - Banking Dept.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#655200 C237 R02 112:07
09/07/90
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

Dated 5-23-90

Joy J. Custis
(Signature of Secured Party)

Joy J. Custis - Vice President
Type or Print Above Name on Above Line
Second National Fed. Savings Bank

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

100 JB

County

BOOK 559 PAGE 84

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274328

RECORDED IN LIBER 531 FOLIO 317 ON 8-29-88 (DATE)

1. DEBTOR

Name Nobody Does It Better, Inc. C/O John and Susan Donovan
Address 1029 Ashe Street Davidsonville, Md 21035

2. SECURED PARTY

Name Second National Federal Savings Bank
Address P.O. Box 2558 Salisbury, Md 21802
Attn: Gwen D. Waters - Banking Dept.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#655210 C237 R02 T12:07
08/07/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



Dated 5-23-90

Joy J. Custis
(Signature of Secured Party)

Joy J. Custis - Vice President
Type or Print Above Name on Above Line
Second National Federal Savings Bank

10.00
12

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

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.

Cherry Hill Construction, Inc.
8170 Mission Road
Jessup, MD 20794

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

Elliott & Frantz, Inc.
10421 Guilford Road
Jessup MD 20794

Name & address of Assignee

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

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 Hitachi Model EX200LC Hydraulic Excavator S/N 145-~~XXXX~~ 45019 with grapple attachment and 45" bucket COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, 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:

Cherry Hill Construction, Inc.

Elliott & Frantz, Inc.

Signature of Debtor if applicable (Date)

[Signature]

James A. Openshaw Jr. - President

Signature of Secured Party if applicable (Date)

[Signature]

V-P

Robert L. Schaeffer - Vice President

4. <input type="checkbox"/> Filed for record in the real estate records. 1. Debtor(s) (Last Name First) and address(es) Botaba Realty Company 3200 Fort Worth National Bank Building Fort Worth, TX 76102	5. <input type="checkbox"/> Debtor is a Transmitting Utility. 2. Secured Party(ies) and address(es) The First National Bank of Boston 100 Federal Street Boston, MA 02110	6. No. of Additional Sheets Presented: 0 3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50
--	--	--

7. This statement refers to original Financing Statement No. Bk. 498, Pg. 440 filed (date) 06/03/86 with Anne Arundel County, MD

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

1050

Filed with: Anne Arundel County, Maryland

Botaba Realty Company The First National Bank of Boston

By *Henry Helmsley* ✓ P
 Signature(s) of Debtor(s) (only on amendment) Title: Signature(s) of Secured Party(ies) Title:

Filing Officer Copy — Alphabetical

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281663

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

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

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

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

1. DEBTOR

Name Blanchard Communications
Address 1616 Woodtree Ct W Annapolis Md 21401
Anne Arandel Cty

2. SECURED PARTY

Name Motorola Inc.
Address 1301 E. Algonquin Rd Schaumburg, IL 60196

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

3. Maturity date of obligation (if any)

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

All present and future Motorola radios products together with all present and future attachments accessories, replacement parts, repairs, and all proceeds thereof.

Not subject to recordation tax. Filing to perfect a security interest in inventory.

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)

6432 F049811 ANNE ARUNDEL CO, MD

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: William David Blanchard

Type or Print Above Name on Above Line: William DAVID Blanchard

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

281664

BOOK 559 PAGE 88

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)

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

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

Timothy Scott Pittmar
502 New Jersey Avenue
Glen Burnie, MD 21061
217 52 3805

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

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

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

M 1990 48hp. Evinrude Outboard Motor
Serial # 258040

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 in Item 8.)

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)
 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 this state, or when the Debtor's location was changed to this state

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

By Timothy Scott Pittmar
Signature(s) of Debtor(s)

By [Signature]
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

20-05-85/07/01

STANDARD FORM - FORM UCC-1 - Approved by The Secretary of the State of Delaware
(1) Filing Officer Copy - Numerical

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559 PAGE 89

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented (If Any)

[]

3. Maturity Date (if any)

1. Debtor(s) (Last Name First) and Address(es)
Captain's Choice Marine, Inc.
193 S. Md. Rt. 3
Millersville, Md. 21108

2. Secured Party(ies) and Address(es)
General Motors Acceptance Corporation
849 International Drive
Linthicum Heights, Md. 21090

This statement refers to original Financing Statement No. 269656
Date Filed 9/9 19 87 Book 517
Page 358

RECORD FEE 10.00
POSTAGE .50

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

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

9. Change of Debtors Address To:

8370 Jumpers Hole Road
Millersville, Maryland 21108

Captains Choice Marine, Inc.

By: T. J. Eichelberger
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)



General Motors Acceptance Corporation

By: Janice Brimmer
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

(1) FILING OFFICER COPY - ALPHABETICAL

GMAC UCC-3 7-89

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FINANCING STATEMENT FORM UCC-1

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

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

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

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

1. ~~DEBTOR~~ LESSEE

Name KOP-FLEX, INC.
Address Harmans Road, Box 1696, Harmans, MD 21077

2. ~~SECURITY PARTY~~ LESSOR

Name General Electric Capital Corporation
Address 600 W. Germantown Pike, Plymouth Meeting, PA 19462

7

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) Cincinnati Milacron Series 1212 Cinturn S/N 5320c12-86-002 Machine Tool as more fully described on Annex A attached hereto and made a part hereof, with all attachments and additions now or hereafter attached thereto and made a part thereof. This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above, the transaction relating to the property described herein is deemed to be other than a lease within the meanings of Section 1-201 (37) of the Uniformed Commercial Code.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
MAY 14 1980
08/07/80
IN FILE DEPTER
IN CO. CIRCUIT COURT

RECORDATION TAX OF \$463.65 TO BE PAID ON BALANCE OF \$140,242.00 TO MARYLAND STATE.
CHECK THE LINES WHICH APPLY

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

1150

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

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

KOP-FLEX, INC.
J. E. Stevenson
(Signature of ~~DEBTOR~~ LESSEE)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

GENERAL ELECTRIC CAPITAL CORPORATION
Cecilia C. McAveney
(Signature of ~~DEBTOR~~ LESSOR)
CECILIA C. McAveney
Type or Print Above Signature on Above Line

ANNEX A
TO
SCHEDULE NO. Three (3)
TO MASTER LEASE AGREEMENT
DATED AS OF July 29, 1990

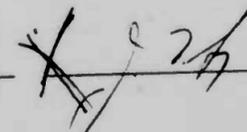
BOOK 559 PAGE 91

Description of Equipment

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of Units</u>	<u>Cost Per Unit</u>
One (1) Cincinnati Milacron Series 1212 Cinturn S/N 5320c12-86-002 Machine Tool including but not limited to the following:				
Power Door Opener M0-12				
Pratt Burned 12" Quick Change Chuck				
Cinturn III Shop Floor Programming and Interactive Graphics Co-o				
Additional Multiple Part Program Storage in Memory Co-1				
Machining Monitor (Auto. Tool Breakage Detection)				

With all attachments, additions and accessories now or hereafter attached thereto and made a part thereof.

Initials:

Lessor Lessee

FINANCING STATEMENT FORM UCC-1

Identifying File No.

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

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

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

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

1. ~~DEBTOR~~ LESSEE

Name KOP-FLEX, INC.

Address Harmans Road, P.O. Box 1696, Harmans, MD 21077

2. ~~SECURED PARTY~~ LESSOR

Name General Electric Capital Corporation

Address 600 W. Germantown Pike, Plymouth Meeting, PA 19462

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

3. Maturity date of obligation (if any) _____

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

One (1) Cincinnati Milacron Series 1212 Cinturn S/N 5320c12-86-002 Machine Tool as more fully described on Annex A attached hereto and made a part hereof, with all attachments and additions now or hereafter attached thereto and made a part thereof. This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above, the transaction relating to the property described herein is deemed to be other than a lease within the meanings of Section 1-201 (37) of the Uniformed Commercial Code.

Name and address of Assignee

part thereof.

RECORDING FEE 11.00
POSTAGE .50
#006470 0040 004 113106
20/07/90
FILE CLERK
34 CO. CIRCUIT COURT

RECORDATION TAX OF \$463.65 TO BE PAID ON BALANCE OF \$140,242.00 TO MARYLAND STATE.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

KOP-FLEX, INC.

[Signature]
(Signature of ~~XXXXXXX~~ LESSEE)

V. E. Stevenson Jr
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

GENERAL ELECTRIC CAPITAL CORPORATION

[Signature]
(Signature of ~~XXXXXXX~~ LESSOR)

CECILIA C. McAVENEY
Type or Print Above Signature on Above Line

1150

(6/87)

030000

ANNEX A
 TO
 SCHEDULE NO. Three (3)
 TO MASTER LEASE AGREEMENT
 DATED AS OF June 29, 1990

BOOK 559 PAGE 93

Description of Equipment

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of Units</u>	<u>Cost Per Unit</u>
One (1) Cincinnati Milacron Series 1212 Cinturn S/N 5320c12-86-002 Machine Tool including but not limited to the following:				
Power Door Opener M0-12				
Pratt Burned 12" Quick Change Chuck				
Cinturn III Shop Floor Programming and Interactive Graphics Co-o				
Additional Multiple Part Program Storage in Memory Co-1				
Machining Monitor (Auto. Tool Breakage Detection)				

With all attachments, additions and accessories now or hereafter attached thereto and made a part thereof.

Initials:

Car Lessor X J 24 Lessee

1866d

BOOK 559 PAGE 94
STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281668

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. \$ 8,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$56.00.

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

1. DEBTOR

Name N. Greenwald & Sons, Inc.
Address 1182 Patuxent Road Odenton, MD 21113

2. SECURED PARTY

Name Orix Credit Alliance, Inc.
Address P.O. Box 676, 1331A Ashton Road Hanover, MD 21076

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
RECORD TAX 26.00
POSTAGE .00
RECORDING FEE 11.00
TOTAL 58.00



17-56-50

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

N. Greenwald & Sons, Inc.

[Signature]
(Signature of Debtor)

Norman W. Greenwald Jr.
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

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 1st day of August, 1990 by and betweenN. Greenwald & Sons, Inc., having its principal place of business at

(Name of Mortgagor)

1182 Patuxent Road Odenton, MD 21113

(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 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,

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:

N. Greenwald & Sons, Inc.

Mortgagor

By

[Handwritten signature]

(Seal)

(Title)

Secretary/Witness

STATE OF Maryland
COUNTY OF Anne Arundel

ss

Norman W. Greenwald, Jr. being duly sworn, deposes and says:

1. He is the vice president of N. Greenwald & Sons, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to 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 _____

NOTARY PUBLIC

(Notarial Seal)

STATE OF _____, COUNTY OF _____, SS:

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

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at _____

that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 1, 19 90 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Isuzu Pick-up Truck	1990 S45	JAADL34EOL7202548
<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:

N. Greenwald & Sons, Inc.

By: SW. J. Per.

281669

Identifying File No. _____

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. \$ 450,000.00

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

This financing statement Dated 6/29/90 is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dixie Printing and Packaging Corp.
Address P.O. Box 820, Glen Burnie, MD 21061

2. SECURED PARTY

Name Mercantile Safe Deposit & Trust Company
Address 2 Hopkins Plaza, P.O. Box 1477
Baltimore, MD 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/29/90

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

Equipment

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures and other personal property of Debtor together with all parts, accessories, attachments, additions, substitutions and all replacements thereof, now or hereafter installed in, affixed to or used in connection therewith.

5. 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)

RECORDING FEE 11.00
RECORDING TAX 3150.00
POSTAGE .50
FACSIMILE COPY 11.116
08/01/90

11-3150.50

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

(Signature of Debtor)
A. Newth Morris, III. President
Dixie Printing and Packaging Corp.
Type or Print Above Name on Above Line

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

(Signature of Secured Party)
Mercantile Safe Deposit & Trust Co.
Type or Print Above Signature on Above Line
Mark G. Pohlhaus, Vice President

Mercantile Safe Deposit & Trust Co.
2 Hopkins Plaza
5th Floor, Commercial Loans Dept.
Baltimore, Maryland 21201

281670

BOOK 559 PAGE 99

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Norman R. Bell Sons, Incorporated

Address 3039 Pike Drive, Riva, Md. 21140

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.

Address 1805 Cherry Hill Road

Baltimore, Maryland 21230

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

3. Maturity date of obligation (if any) _____

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

- One Melroe Bobcat Model 743 S/N 5019-62901
- Flotation Tire/60 C/I Bucket
- One 907 Backhoe S/N 195602815

113

RECORDED FILE 11.00
 FILING FEE .00
 BARRISTER LEGAL FEE 11.50
 99 MD. COMMER. 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)

Assignee
Chase Manhattan Leasing Co (Michigan, Inc.)
500 Circle Drive
Buchanan, Michigan 49107

Walter S. Bell Jr.
(Signature of Debtor) President
Type or Print Above Signature on Above Line
Walter S. Bell Jr.
(Signature of Debtor)

JOHN C. LOUIS COMPANY, INC.
Wilmer S. Davison
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Wilmer S. Davison, President
Type or Print Above Name on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 559 PAGE 100
 Identifying File No. _____

281671

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Optic Graphics, Incorporated
 Address 101 Dover road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Graphic Arts Leasing, Ltd.
 Address 48 South Service Road
Melville, NY 11747

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 EQUIPMENT INVENTORY ACCOUNTS RECEIVABLE GOODS FIXTURES AND ASSETS AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT & OR ANY SCHEDULE PREPARED IN CONNECTION THEREWITH THIS U.C.C. FORM TOGETHER WITH ATTACHED AGREEMENTS & OR SCHEDULES ARE BEING SUBMITTED FOR FILING HERewith AS A FINANCING STATEMENT

Name and address of Assignee
 Sequa Financial Corporation
 420 Lexington Avenue
 New York, NY 10170

RECORDED FEE 13.00
 07/18/90

H. ERLE SCHAFER
 MD. CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

RECORDED FEE 13.00
 RECORDED FEE 1.00
 08/01/90
 H. ERLE SCHAFER
 MD. CO. CIRCUIT COURT

1350

 (Signature of Debtor)
Optic Graphics, Incorporated
 Type or Print Above Name on Above Line

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

 (Signature of Secured Party)
Graphic Arts Leasing, Ltd.
 Type or Print Above Signature on Above Line



EQUIPMENT LEASE

BOOK 559 PAGE 101

GRAPHIC ARTS LEASING, LTD. ("LESSOR")
48 South Service Road
Melville, N.Y. 11747

LEASE NO.

NAME AND PRINCIPAL ADDRESS OF "LESSEE"

Optic Graphics, Incorporated
101 Dover Road
Glen Burnie, Maryland 21061

Attention: David Kinlein 3017683000

NAME OF SUPPLIER/VENDOR (GIVE COMPLETE ADDRESS)

U.S. FIAB Inc,
1900 Lake Park Drive
Smyrna, Georgia

Attention:

THIS IS A BUSINESS, NOT A CONSUMER LEASE

EQUIPMENT DESCRIPTION:

One(1) Rotomatic Plastic Welding machine
One(1) 12 station Turntable, One(1) Instrument Panel,
Four(4) KPPL Module, One(1) PRT Rivet Module, One(1)
PAPP-PL II Top Fed Board Feeder, One(1) PPL Module
for Feeding, One(1) FIAB 16004, 16KW
Generator, One(1) Static Charging
System

LOCATION OF EQUIPMENT
(at other than LESSEE'S ADDRESS)
ADDRESS:

CITY:
COUNTY:
STATE:

Table with columns: ADVANCE RENT, SECURITY DEPOSIT, DOCUMENTATION/SEARCH FEE. Values: \$10,783.00 First Only, \$ ---, \$ ---

FOR INITIAL TERM OF LEASE

Table with columns: LEASE TERM, EFFECTIVE DATE OF LEASE, TOTAL RENT, INITIAL TERM OF LEASE (NO. OF MONTHS), AMOUNT OF EACH RENT PAYMENT, AFTER INITIAL TERM RENEWAL RENT. Values: 60 MONTHS, Start Date, \$ 646,980.00, 60, \$10,783.00

NOTE: LESSEE GRANTS LESSOR THE AUTHORITY TO FILE THIS LEASE AS A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE WITH RESPECT TO ALL SECURITY INTERESTS CREATED HEREBY.

LEASE TERMS AND CONDITIONS OF LEASE

1. Lessee requests Lessor to purchase the personal property specified above from the supplier named above. Lessor agrees to order such property from said supplier, but shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order properly. Lessee shall accept such property upon delivery if, as between Lessee and Lessor, it is in a condition satisfactory to Lessee and on the date of such acceptance Lessee shall execute and deliver to Lessor a Certificate of Delivery and Installation in the form provided by Lessor, provided that if Lessee has not executed such a Certificate within 3 business days after delivery of such property and has also not given Lessor written notice of a defect in or other proper objection to such property within such 3 business days, it shall be conclusively presumed, as between Lessee and Lessor, that such property was delivered in good repair and that Lessee accepts it under this Lease. Lessee warrants and represents that no item of such property has been delivered to Lessee prior to the date of Lessor's execution of this Lease. Lessee authorizes Lessor to add to this Lease or any schedule hereto the serial number of each item of such property so delivered and accepted. Any delay in such delivery shall not affect Lessee's obligations hereunder.
2. Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, subject to the terms and conditions set forth in this Lease, the personal property described in this Lease together with all parts, attachments, accessories, additions, modifications, substitutions, repairs, improvements and replacements ("Equipment"), for the term in this Lease, which term shall commence on the date of execution of this Lease.
3. Lessee shall pay as rent for the use of the Equipment the rental payment specified in this Lease, with the first such rental payment and any advance rent specified herein due on the date of execution of this Lease and a like rental payment, but not advance rent, due on each rent payment date specified above thereafter. In no event shall the first rental payment or advance rent be refunded to Lessee. All rent and other sums payable by Lessee to Lessor under the terms of this Lease shall be paid to Lessor at Lessor's address specified herein unless otherwise specified by Lessor. Lessee agrees that Lessor may collect (x) a late charge of 1/15th of 1% per day on each rental payment which is in arrears, but not to exceed the maximum permitted by applicable law, from the date when such payment was due until paid, (y) all expenses of collection, including attorneys' fees and court costs, if any and (z) a one-time late charge, said charge to be the lesser of five percent (5%) of the late rental payment and the maximum permissible under applicable law. In addition, Lessee shall pay to Lessor the sum of \$ 10.00 for each telephone call made by Lessor or its representatives to Lessee regarding any such rental payment which is in arrears. Lessor is appointed by Lessee as Lessee's attorney-in-fact for the purpose of causing this Lease and any other instrument in respect of this Lease, including, without limitation, Uniform Commercial Code financing statements, vehicle titles and title applications, to be filed or recorded, and Lessee hereby grants Lessor the right to sign Lessee's name thereto. Lessee shall execute and deliver any instrument requested by Lessor for such purpose and, immediately upon demand by Lessor, shall pay or reimburse Lessor for any expense relating thereto.
4. This Lease shall be a net lease and Lessee acknowledges and agrees that Lessee's obligation to pay all rent due under this Lease, and the rights of Lessor in and to such rent, shall be absolute and unconditional and (to the fullest extent permitted by law) shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment ("Abatements") for any reason whatsoever, including, without limitation, Abatements due to any present or future claims of Lessee against the Lessor or any assignee of Lessor under this Lease or otherwise. Except as otherwise expressly provided in this Lease, this Lease shall not terminate, nor shall the obligations of Lessor or Lessee with respect to any item of Equipment subject to this Lease be affected, by reason of any defect in or damage to, or any loss or destruction of, any such item of Equipment from whatsoever cause, or the interference with the use thereof by any private person, corporation or governmental authority, or for any other cause, whether similar or dissimilar to the foregoing.
5. The Equipment is and will at all times remain the property of Lessor and Lessee shall have no right, title or interest therein except as set forth in this Lease. The Equipment shall at all times be and remain personal property, regardless of whether it be affixed to realty, and Lessee shall, upon Lessor's request, provide Lessor with the appropriate mortgagee's or landlord's waivers. Lessor shall have the right to display notice of its ownership of the Equipment by affixing to each or any item of Equipment an identifying stencil, plate or any other indicia of ownership.
6. The Equipment shall not be removed from the location specified above without the prior written consent of Lessor. Lessor shall have the right, upon reasonable prior notice to Lessee and during Lessee's regular business hours, to inspect the Equipment wherever the Equipment may be located. Upon termination of the Lease, the Equipment shall be returned, at Lessee's sole expense, to Lessor at such place as may be designated by Lessor. Should Lessee not return the Equipment at the end of the Lease term, the Lease term shall be automatically extended, pursuant to the terms and provisions of Section 17 hereof, for an additional Lease term of one (1) year. All of the terms and conditions of this Lease shall apply and be in full force and effect during any such additional Lease term. Lessor and its representatives shall have the right at any reasonable time to inspect the Equipment.

LESSOR MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT WHICH IS LEASED HEREUNDER AS-IS.

THE UNDERSIGNED AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING THOSE ON THE REVERSE SIDE HEREOF, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS LEASE. THIS LEASE IS NOT BINDING UPON LESSOR UNTIL WRITTEN ACCEPTANCE BY LESSOR AND ITS RECEIPT FROM LESSEE OF AN EXECUTED ACCEPTANCE OF INSTALLATION AND DELIVERY RECEIPT. LESSOR IS HEREBY AUTHORIZED TO ISSUE CONFIRMING PURCHASE ORDER(S) FOR EQUIPMENT DESCRIBED ABOVE.

DATE EXECUTED BY LESSEE: 1/8/ 1990

THIS LEASE IS NON-CANCELLABLE

ACCEPTED THIS DAY OF 19

Optic Graphics, Incorporated ("LESSEE")

GRAPHIC ARTS LEASING, LTD. ("LESSOR") BY:

Handwritten signature and title: AUTHORIZED SIGNATURE TITLE

TERMS AND CONDITIONS OF LEASE (CONTINUED)

7. Lessee will be solely responsible for installing and maintaining the Equipment and shall keep the Equipment in good mechanical and working condition and running order, normal wear and tear excepted. All parts, attachments, accessories, additions, modifications, repairs, improvements, substitutions and replacements made to or placed upon the Equipment shall become part of the Equipment and shall be and remain the property of Lessor. Lessee acknowledges that it has selected the Equipment and requested Lessor to purchase the same from the supplier selected by Lessee for leasing to the Lessee and that any default with respect to the performance of the Equipment shall not affect Lessee's duty to make all payments provided in this Lease, which duty is absolute and unconditional. Lessee agrees that the Equipment is of a design, size, fitness and capacity selected by Lessee and that Lessee is satisfied that the Equipment is suitable and fit for its intended purpose. (Lessor makes NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR IN CONNECTION WITH THIS LEASE OF THE EQUIPMENT. Lessee shall be entitled to the benefit of any manufacturer's warranty on the Equipment to the extent permitted by applicable law. Lessee shall look solely to such manufacturer for the enforcement of such warranty. Lessee shall comply with all of the conditions of such warranty imposed by the manufacturer. Lessee specifically waives all its rights to make claim against Lessor for breach of any warranty of any kind whatsoever. Lessee hereby acknowledges that the supplier of the Equipment is not a representative of Lessor. Lessee agrees to pay Lessor a lease documentation charge upon its acceptance hereof in the amount set forth on reverse side.)

8. Lessee shall bear the entire risk of damage, loss, theft or destruction, partial or complete, of or to each item of Equipment from any cause whatsoever, and no such damage, loss, theft or destruction shall release Lessee from any of its obligations hereunder. Lessee shall promptly notify Lessor in writing of any such damage, loss, theft or destruction of or to any item of Equipment. Lessee shall, at its sole cost and expense, provide and maintain insurance against damage, loss, theft and destruction of or to each item of Equipment, for the full replacement value thereof, with companies satisfactory to Lessor, naming Lessor and its assigns as loss payee, the terms of such insurance policies to be acceptable to Lessor. Lessee shall also, at its sole cost and expense, obtain and maintain with insurance companies of recognized standing, public liability insurance for the protection of Lessor. Lessor's assigns and Lessee, as their interests may appear, in amounts of not less than \$1,000,000, against claims for bodily injury, death or property damage arising out of the use, ownership, possession, operation or condition of the Equipment, the terms of such insurance policies to be acceptable to Lessor. Lessor and Lessor's assigns shall be named as additional insureds along with Lessee on all such liability policies. Each insurer shall agree by endorsement upon the policies issued by it, that it will give Lessor and its assigns thirty (30) days written notice before any such policies shall be altered or cancelled, and that no act or default of any person other than Lessor, its agents, or those claiming under Lessor, shall affect Lessor's right to recover under such policies in case of loss. Lessee shall deliver such policies or other evidence of insurance to Lessor. The failure of Lessee to secure or maintain such insurance shall constitute a default under this Lease. In the event of such default, Lessor may, but shall not be obligated to, obtain such insurance, and an amount equal to the cost of such insurance shall be deemed additional rent to be paid forthwith by Lessee. Notwithstanding any damage to or loss or destruction of the Equipment, Lessee shall continue to pay the rent provided under this Lease. Lessee shall, at Lessee's sole cost and expense, repair or replace with like equipment of comparable value such Equipment promptly after damage, loss, theft or destruction. As reimbursement to Lessee for any sum expended by Lessee in connection with the repair of such Equipment, Lessor shall assign to Lessee, to the extent of such sum, any and all right Lessor may have under insurance policies carried by Lessee with respect to such damage. Lessee hereby grants Lessor an irrevocable Power of Attorney to sign and file all insurance papers, forms, documents and negotiable instruments and to initiate and settle any and all claims for loss or damage to the Equipment and directs all insurance companies to make payment directly to Lessor.

9. Lessee shall pay all taxes (including, without limitation, sales, use and property taxes), governmental charges, fees, fines and penalties whatsoever on or relating to the Equipment or the use, sale, storage, possession, return, registration, rental, shipment, transportation, delivery or operation thereof, or otherwise arising out of or in connection with this Lease (other than federal or state net income taxes of Lessor, and on, or relating to, this Lease) and whether such obligation arises as the result of current law or hereafter enacted legislation, and shall file all returns required thereof. Upon demand, Lessee shall reimburse Lessor for any such taxes, governmental charges, fees, fines and penalties which Lessor may pay in connection with the Equipment or this Lease.

10. Lessee shall indemnify, defend, protect, and hold harmless Lessor and its successors, assigns, agents and employees from and against any and all losses, claims, liabilities, and expenses, including legal expenses, of any nature whatsoever, arising out of the use, condition, or operation of any item of Equipment, regardless of where, how and by whom operated, or otherwise arising out of or in connection with this Lease. Lessee shall, if the Lessor requests, assume the defense and settlement of any such suit or other legal proceeding brought to enforce all such losses, claims, liabilities and expenses, and shall immediately pay all judgments entered in any such suit or other legal proceeding. The obligations herein provided shall continue in full force and effect notwithstanding termination or expiration of this Lease. Lessee is an independent contractor, and nothing contained in this Lease shall authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

11. Lessor shall not be liable for any loss or damage whatsoever which is incurred, directly or indirectly, as a result of any cause whatsoever, direct or consequential, including without limitation the installation, operation, failure to operate, faulty operation, sale, possession, transportation or storage, movement, return, or use of the Equipment, or other products or materials furnished by Lessor, or otherwise arising out of or in connection with this Lease.

12. Lessee shall not sell, assign, sublet or otherwise encumber, suffer or permit a lien upon or against any interest in the Lease or any item of Equipment or remove or permit or suffer the removal of the Equipment, or any of it, from its location as specified in this Lease without Lessor's prior written consent. If any lien shall so attach or exist, Lessor may (but shall not be required to) pay or discharge the same, and Lessee shall immediately reimburse Lessor therefor as additional rent under this Lease.

13. Lessor may at any time assign to any person, firm, or organization all or any part of its interest in the Equipment and this Lease or either of them. In such event, all of the provisions of this Lease for the benefit of Lessor shall inure to the benefit of such assignee, and all amounts assigned by Lessor shall be paid directly to such assignee, upon notice of such assignment to Lessee, and the right of such assignee to the payment of assigned amounts due hereunder shall not be subject to any defense, counterclaim or setoff which Lessee has or may have against Lessor, to the extent permitted by law.

14. The following events shall constitute defaults on the part of Lessee hereunder: (a) the failure to pay any rental or other payment when due and payable or declared to be due and payable; (b) any breach or failure of Lessee to observe or perform any of its other covenants or obligations hereunder; (c) if any representation, statement, report, or certificate made or delivered by Lessee or any of its officers, employees, or agents or by any guarantor of the Lease to Lessor is not true and correct; (d) if Lessor shall determine that it is insecure with respect to any of the Equipment or the payment of any rent or other payment under the Lease; (e) if Lessee fails to perform any of its obligations under any other transaction between Lessee and Lessor; (f) if a proceeding under the Bankruptcy Code shall be filed by or against Lessee or any guarantor of this Lease; (g) if Lessee shall suspend business (other than seasonal curtailment in accordance with its customary practices); (h) if any proceeding is filed or commenced by or against Lessee for its dissolution or liquidation; (i) if Lessee is enjoined, restrained or in any way prevented by court order from conducting all or part of its business affairs; (j) if any application is made for the appointment of a receiver, trustee or custodian for any of Lessee's or any guarantor's assets; (k) if there shall be a change in control or management of Lessee; or (l) if the guarantee of any guarantor of the Lease shall be terminated or shall expire for any reason. Upon the occurrence of any such default or in the event that Lessor deems this Lease or any item of Equipment hereunder to be insecure, Lessor may, at its option, do any or all of the following: (i) terminate this Lease and any item of Equipment subject thereto; (ii) accelerate and declare promptly due all unpaid rent and other amounts due and unpaid hereunder; (iii) demand that Lessee return any or all Equipment to Lessor; (iv) take immediate possession of any or all of the Equipment, wherever located, with or without process of law, and for this purpose enter upon any premises of Lessee without liability for suit, action or other proceeding by Lessee and remove the same; (v) sell, dispose of, hold, use, lease or re-lease any item of Equipment as Lessor in its sole discretion may desire, without any duty to account to Lessee; and (vi) exercise any other remedy or right which may be available to Lessor under the Uniform Commercial Code or any other applicable law.

In the event that Lessor exercises its right to take possession of the Equipment, LESSEE HEREBY WAIVES NOTICE AND OPPORTUNITY FOR HEARING. Lessee shall remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default, including without limitation court costs and attorneys' fees. Reasonable damages may include any or all of the following: (i) all unpaid rentals and residual value of the Equipment, (ii) loss of rental income, and (iii) any deficiency measured by the total of all unpaid rentals and residual value of the Equipment less the amount, if any, realized by the Lessor upon disposition of the Equipment.

15. Lessee hereby grants to Lessor a security interest in all Equipment and any and all other inventory, accounts, receivables, goods, equipment, machinery, fixtures and assets of any and every kind, including, but not limited to, all items of intangible property, wherever located, now or hereafter belonging to Lessee or in which Lessee has any interest, and all proceeds of the foregoing, which shall secure the performance of all of Lessee's obligations of any kind whatsoever to Lessor. A default under this Lease or any other transaction involving such collateral shall be deemed to be a default under this Lease and all such transactions and, at Lessor's sole option, and without notice to Lessee, all amounts due hereunder and thereunder shall become immediately due and payable, and Lessor may exercise any and all rights and remedies of a Secured Party under the Uniform Commercial Code. A surplus attributable to any transaction may be applied to offset a deficiency attributable to any other transaction in such manner as determined by Lessor in its sole discretion.

16. Any amount specified on (the reverse side hereof) (the first page hereof) as Security Deposit shall be held by Lessor as security for the performance by Lessee of all of its obligations hereunder and Lessor may, but shall not be obligated to, apply all or part of such Security Deposit to cure any default of Lessee hereunder, in which event Lessee agrees to promptly restore the Security Deposit to the full amount so specified. Otherwise than as herein specified, the Security Deposit shall not be applied against any rental payment due hereunder. Upon termination of this Lease, if Lessee has fulfilled all of the terms and conditions hereunder, Lessor shall return to Lessee, net of any sums retained by Lessor on account of any damage, loss, theft or destruction of any item of Equipment, any remaining balance of the Security Deposit without interest. Any advance rent shall be held by Lessor without charge or interest.

17. The initial Lease term and any renewal term shall, at the sole option of Lessor, be automatically extended, at the sole option of Lessor, for additional Lease terms of one (1) year each, at the rental payment rate above specified, unless Lessee shall give Lessor written notice of cancellation of this Lease at least sixty (60) days before the expiration of such Lease or renewal term. All provisions applicable to the initial Lease term shall apply to the extended or renewal Lease term or terms.

18. To the extent permitted by applicable law, Lessee hereby empowers any prothonotary, clerk of court or attorney of any court of record to appear for Lessee in any and all actions which may be brought hereunder, and to file for Lessee an agreement for entering in any court of competent jurisdiction an amicable action or actions, for the recovery of sums due hereunder, and in such suit or amicable action or actions to confess judgment against Lessee for all or any part of the sums due hereunder, together with all attorneys' fees and other legal expenses incurred in connection therewith, and for such purposes the original or any photocopy of this Lease shall be a good and sufficient warrant of attorney. Such authorization shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as the occasion therefor shall arise. Lessee hereby waives all errors and rights of appeal as well as all right to stay of execution and exemption of property in any action to enforce its liability hereon. Lessor and Lessee waive any and all right to a trial by jury in any action or proceeding based hereon.

19. This Lease constitutes the entire agreement of the parties regarding the subject matter hereof and neither party shall be bound in connection therewith except in accordance herewith. Failure of Lessor to enforce any of its rights shall not constitute a waiver of such rights or of any other rights. Acceptance of any payment or partial payment after maturity or waiver of any other breach or default shall not constitute a waiver of any other or subsequent breach or default or prevent Lessor from immediately pursuing any or all of its remedies. All notices required to be given to Lessee shall be deemed to be properly given if mailed to Lessee's address as shown on the face hereof or such other address of which Lessee gives notice to Lessor. Subject to the terms and condition of this Lease, Lessee shall enjoy the quiet use of the Equipment during the term of this Lease without disturbance from Lessor or from anyone claiming by, through or under Lessor. This Lease shall be binding upon and inure to the benefit of Lessee and Lessor and their respective heirs, personal representatives, successors and assigns. This Lease integrates and supersedes all prior leases or agreements, whether written or otherwise, between Lessor and Lessee, with reference to this transaction, and represents the final agreement between the parties. No amendment or modification of this Lease shall be effective unless in writing and signed by the parties hereto. As part of the consideration for each of the parties hereto to enter into this Lease, Lessee hereby designates and appoints Lessor, as its true and lawful attorney-in-fact and agent for it and in its name, place and stead to accept service of any process within the State of New York, Lessor agreeing to notify Lessee at its address shown herein or its last known address, by certified mail, within three days of such service having been effected and Lessee does hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision of this Lease 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. Lessee warrants that the Equipment is exclusively for business purposes. Each year during the term of this Lease, Lessee shall deliver to Lessor, within ninety (90) days after the end of each of Lessee's fiscal years, a reasonably detailed profit and loss statement covering Lessee's operations for such fiscal year in a form and manner satisfactory to Lessor.

20. This Lease shall be construed and interpreted in accordance with the laws of the State of New York and will not become binding and effective until accepted by Lessor at its home office as above specified.

21. Neither the supplier/vendor nor its sales representative is an agent of the Lessor and the supplier/vendor or sales representative may not waive or alter any terms or conditions of the lease, and no representation as to the equipment by the supplier/vendor or sales representative shall in any way affect the Lessee's duty to make payments under the lease or perform any obligations thereunder.

UNCONDITIONAL GUARANTY

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

[Signature]
(Guarantor)
[Signature]
(Guarantor)

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

[Signature]
(Guarantor)
[Signature]
(Guarantor)

559 PAGE 102

PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel Co.)
(Md)

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.

\$ 2261.70

Index numbers of subsequent statements (For office use only)

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

Adelbert L. Gibbs
405-G Secluded Post Circle
Eten Burnie Md 21061

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

- ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Computerland of Frederick
4 S. McCain Drive
Frederick Md 21701

Name & address of Assignee

Sovran Credit Corp.
Po Box 1751
Frederick Md 21702

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement

1- Epson Equity II Computer
1- Epson LX 810
1- Epson 14" Color Monitor

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

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

X Adelbert L. Gibbs
Adelbert L. Gibbs

Signature of Secured Party if applicable (Date)

ORIG

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

Colonial Auto Supply, Inc.
835 Ritchie Hwy.
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY
P.O. BOX 311
ANNAPOLIS, MARYLAND 21404

3. This Financing Statement covers all:

XX Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds.

XX Inventory, raw materials, etc., including after acquired and proceeds.

XX Accounts, including after acquired and proceeds.

Contract rights, including after acquired and proceeds.

Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

RECORD FEE 11.00
PROPERTY .50
MAY 13 1990 0345 101 110421
08/08/90
CIRCUIT COURT

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____.

5. This transaction is XX, is not _____ exempt from the recordation tax. Principal amount of the Debt is \$ 32,666.54.

DEBTOR: Colonial Auto Supply, Inc.

x Arthur Jones
Arthur Jones, President

AFTER RECORDATION RETURN TO: Annapolis Bank & Trust Co.
P.O. Box 311
Annapolis, MD 21404
ATTN: Deborah K. Painter

Recordation tax has already been paid in connection with filing of Second Deed of Trust

STATE OF MARYLAND

Anne Arundel County, Maryland

BOOK 559 PAGE 105

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276343

RECORDED IN LIBER 538 FOLIO 10 ON February 10, 1989 (DATE)

1. DEBTOR

Name EARL C. HARGROVE, JR. Address 571 West Bay Front Road, Lothian, Maryland 20711

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND Address 25 South Charles Street, Baltimore, Maryland 21201 Patrick K. Cameron, Esq., Ober, Kaler, Grimes & Shriver, 120 East Baltimore Street, Baltimore, Maryland 21202 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other. Includes 'See Attachment' and a circular stamp with 'M1'. A vertical stamp on the left reads 'CHECK FORM OF STATEMENT'.

RECORD FEE 10.00 POSTAGE .50 08/08/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT

1050

Debtor: Earl C. Hargrove, Jr.

THE FIRST NATIONAL BANK OF MARYLAND

Dated August 1, 1990

By: Barbara A. Newell (Signature of Secured Party) Barbara A. Newell AVP Type or Print Above Name on Above Line

ATTACHMENT TO UCC-3

1. By adding to the description of collateral the following described property:

a. One (1) 76' aluminum twin screw diesel yacht named "SECOND TIME AROUND III", Official No. 963024, built in 1990 in Manitowoc, Wisconsin by Burger Boat Company, Inc., having an overall length of 76.2', breadth of 19.0', depth of 9.75', together with all of her boilers, engines, masts, spars, outfitting, navigation equipment, machinery, spare parts, gear, broached and unbroaded consumable stores, provisions, unused rope, boats, bowsprit, furniture, fuel, anchors, chains, cables, rigging, tackle, fittings, tools, pumping system and other appurtenances and accessories now or hereafter belonging or appertaining thereto, whether on board or not, and in all additions and improvements thereto and substitutions and replacements thereof; and

b. All proceeds (cash and non-cash), including insurance and requisition proceeds, thereof (but without power of sale).

2. By changing the address of the Debtor to read as follows:

517 West Bayfront Road
Lothian, Maryland 20711

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281674

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

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

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

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

1. DEBTOR

Name CLASSIC BUILDING SPECIALTIES, INC.

Address 7525 CONNELLEY DRIVE, SUITE Q, HANOVER, MD 21076

2. SECURED PARTY

Name WORLD OMNI LEASING, INC.

Handwritten arrow pointing to the secured party name.

Address 120 NW 12TH AVENUE, DEERFIELD BCH., FL 33442

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 USED TOYOTA FORKLIFT; MODEL #42-FGC25, SERIAL # 15118

Name and address of Assignee: ... 08/08/90

THIS FINANCING STATEMENT IS NOT TO BE CONSTRUED AS AN ADMISSION THAT THE LEASE TO WHICH THE STATEMENT RELATES BETWEEN THE SECURED PARTY AND DEBTOR CONSTITUTES A SECURITY AGREEMENT.

Handwritten number 4506

CHECK THE LINES WHICH APPLY

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

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

Handwritten number 11

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

CLASSIC BUILDING SPECIALTIES, INC.

Type or Print Above Name on Above Line

X [Handwritten Signature]

(Signature of Debtor)

Mark Lambert
Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

WORLD OMNI LEASING, INC.

Type or Print Above Signature on Above Line



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

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) Hack's, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 19 Parole Plaza		1C. CITY, STATE Annapolis, MD	1D. ZIP CODE 21401
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) DBA Rickey's TV		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Mitsubishi Electric Sales America Inc MAILING ADDRESS 5757 Plaza Drive CITY Cypress STATE CA ZIP CODE 90630		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

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

All inventory of goods and merchandise now held or hereafter acquired by DEBTOR bearing the tradename(s) and/or trademark(s) "MGA" and/or "MITSUBISHI" and/or "DIAMOND TEL" and/or "LUMA" and/or "AKAI" either singly or in combination with any other word or words, together with all additions and accessions thereto and all accounts, contract rights, documents, instruments, general intangibles and chattel papers of DEBTOR now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

NOT SUBJECT TO A RECORDATION TAX

7/27/90 11:00 AM
11. EMILE SCHAFER
13. CO. CIRCUIT COURT

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/>
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (a) <input type="checkbox"/>	

9. SIGNATURE (S) OF DEBTOR (S) X <i>[Signature]</i> Hack's, Inc.	DATE 7/16/90	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) C O D E 1 2 3 4 5 6 7 8 9 0
TYPE OR PRINT NAME (S) OF DEBTOR (S)		
SIGNATURE (S) OF SECURED PARTY (IES) <i>[Signature]</i> Mitsubishi Electric Sales America Inc		
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES)		
11. RETURN COPY TO: NAME ADDRESS CITY STATE ZIP CODE		
DATA-FILE SERVICES, INC. 1728 OLYMPIC BLVD. SANTA MONICA, CA 90404		

STATE OF MARYLAND

BOOK 559 PAGE 109

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269434

RECORDED IN LIBER 517 FOLIO 99 ON 9/1/87 (DATE)

1. DEBTOR

Name Jim's Air Tool & Equipment of Baltimore, INC.

Address 823 Fairview Avenue, Linthicum Heights, MD 21090

2. SECURED PARTY

Name RELI FINANCIAL CORP.

Address P.O. Box 797, Northbrook, IL 60065-0797

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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



RETURN TO:

LEXIS® DOCUMENT SERVICES

P.O. Box 2969
Springfield, Illinois 62708

239911 / 2886 TG
ANNE ARUNDEL CO MD.

RETURN TO:

RETURN TO: LEXIS DOCUMENT SERVICES

(Signature of Secured Party)

RELI FINANCIAL CORP.

Type or Print Above Name on Above Line

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247368

RECORDED IN LIBER 462 FOLIO 8 ON 5/17/83 (DATE)

1. DEBTOR

Name JIM'S AIR TOOLS & EQUIPMENT OF BALTIMORE, INC.
Address 823 Fairview Avenue, Linthicum Heights, MD 21090

2. SECURED PARTY

Name RELI FINANCIAL CORP.
Address P.O. Box 797, Northbrook, IL 60065-0797

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

3. Maturity date of obligation (if any)

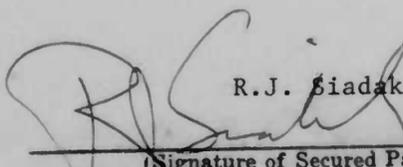
CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> TERMINATION <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>

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

239913/283676
SOS AND ANNE ARONWEL
CO, MD

1030

Springfield Illinois 62708
P.O. Box 2969
LEXIS DOCUMENT SERVICES
Dated July 18, 1990
RETURN TO:


R.J. Siadak Sr. Lending Officer
(Signature of Secured Party)
RELI FINANCIAL CORP.
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 559 PAGE 111

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268711

RECORDED IN LIBER 515 FOLIO 32 ON JUL 21 1987 (DATE)

1. DEBTOR

Name GARY NEIL WHEELER
Address 1031 EPPING FOREST ROAD ANNAPOLIS, MD 21401

2. SECURED PARTY

Name J.I.CASE CREDIT COTP
Address POB 292 RACINE, WI., 53401

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>XXXX</u> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORDED FEB 10 1990
10:00
ANNAPOLIS MD 21401
08/02/90
H. ERIC SCHAFER
CLERK, CIRCUIT COURT

10-

Dated 7-30-90

Gail C Simon
(Signature of Secured Party)
GAIL C. SIMON J.I.CASE CREDIT CORP
Type or Print Above Name on Above Line

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Chart House, Inc. 115 S. Acacia Avenue Solona Beach, CA 92075	2. Secured Party(ies) and address(es) The First National Bank of Boston, as Security Agent 100 Federal Street Boston, MA 02110 259433	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 NOTARIAL FEE 1.00 TOTAL 11.50 COURT CLERK
7. This statement refers to original Financing Statement No. <u>Liber 492</u> filed (date) <u>11/29/85</u> with <u>Anne Grundel, MD</u> Pg. <u>202</u>		
8. <input type="checkbox"/> A. Continuation The original Financing Statement bearing the above file number is still effective. <input type="checkbox"/> B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. <input type="checkbox"/> C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: <input type="checkbox"/> 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: <input checked="" type="checkbox"/> E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required) <input type="checkbox"/> F. Other		
The original financing statement referenced above is hereby amended by deleting, in its entirety, the first paragraph of Exhibit "A" attached to the original financing statement and replacing it with the following:		
"THE FIRST NATIONAL BANK OF BOSTON, the Secured Party in the Financing Statement, is acting in the capacity of Security Agent."		
Chart House, Inc. By <u>[Signature]</u> Vice President Signature(s) of Debtor(s) (only on amendment) Title	The First National Bank of Boston,..... as Security Agent By <u>[Signature]</u> V.P. Signature(s) of Secured Party(ies) Title	BD170913
FILING OFFICER COPY - ALPHABETICAL STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC3 REV. 1980		

STATE OF MARYLAND

BOOK 559 PAGE 113

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277571

RECORDED IN LIBER 542 FOLIO 152 ON June 8, 1989 (DATE)

1. DEBTOR

Name THE NEW BARBET CORPORATION
Address 829 Central Ave., Linthicum, MD. 21090

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES
Address 5681 Main St., Elkridge, MD. 21227

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

1 - Ingersoll-Rand P175WD Air Compressor, SN 167063 and all attachments and accessories thereto.

10:50

Dated 7/19/90

Bradley W. Berger

(Signature of Secured Party)

Bradley W. Berger, Adm. Mgr.
Type or Print Above Name on Above Line

10.00

50

40 804 109156

CK 08/08/90

H. ERNE SCHULER

REMIT START

STATE OF MARYLAND

BOOK 559 PAGE 114

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277450

RECORDED IN LIBER 541 FOLIO 541 ON May 26, 1989 (DATE)

1. DEBTOR

Name McLEAN CONTRACTING CO.

Address 6700 Curtis Court, Glen Burnie, MD. 21061

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES

Address 5681 Main St., Elkridge, MD. 21227

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>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"/> XX (Indicate whether amendment, termination, etc.) Termination</p>
<p>2 = Ingersoll-Rand Model 5080D4MH Light Towers, SN 8712B0383 & 8812B0763 and all attachments and accessories thereto.</p>	

1030

Dated 7/19/90

Bradley W. Berger
(Signature of Secured Party)

Bradley W. Berger, Adm. Mgr.
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 559 PAGE 115

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275974

RECORDED IN LIBER 536 FOLIO 339 ON Jan. 7, 1989 (DATE)

1. DEBTOR

Name CUSTOM CABLE CONNECTION, INC.
Address 840 Kecoutan Rd., Glen Burnie, MD. 21061

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES
Address 5681 Main St., Elkridge, MD. 21227

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

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
	<p>4 - Ingersoll-Rand RX65 Tampers SN's MR6301, MR6300, MR6366 and MR6194 and all attachments and accessories thereto.</p>	
	<p>10-50</p>	

Dated 7/19/90

Bradley W. Berger
(Signature of Secured Party)
Bradley W. Berger, Adm. Mgr.
Type or Print Above Name on Above Line

FINANCING STATEMENT

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:

Joseph H. Rouse, P.A.
7433 Baltimore Annapolis Blvd.
Glen Burnie, Maryland 21061

RECORD FEE 11.00

NOTARIAL .50

2. NAME AND ADDRESS OF SECURED PARTY:

The Bank of Glen Burnie
P.O. Box 70
Glen Burnie, MD 21061



REGISTERED COPY NO. 4 110400

08/08/90

BY ERLE SCHAFER

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

A. Specific Equipment: All of the Debtor's equipment as described below, 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.

- American Power Supply
- True Scan OCR
- H/P Laserjet IID #2934J19895
- 20MB Hard Drive
- 3 1/2" Floppy
- H/P Toner Cartridge 92295A
- Monitor Extensive Cable
- Cabling and Installation
- Network Time Slips
- Wordperfect 5.1

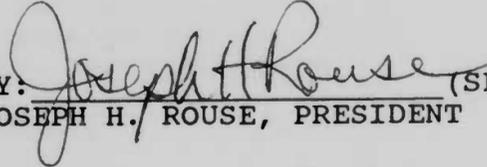
174-50

Microsoft Mouse
H/P QS/20 includes:
2MB RAM> 80MB H.D., Mono Monitor
H/P D1182A VGA Monitor #8940J14018 & #9014J26272
H/P QS/20 D1491B #3024A16773
H/P Vectra ES/12 #3020A00289
H/P Vectra ES/12 #3019A00209
H/P 9195A Scanjet #2812J48062
8-Bit Ethernet Cards
Novell ELS I
60MB Internal Tape
60MB Blank Tapes

559 -117

4. Subject to recordation tax [on the principal amount of \$16,000.00, which recordation has been paid to Anne Arundel County.]

DEBTOR:
JOSEPH H. ROUSE, P.A.

BY:  (SEAL)
JOSEPH H. ROUSE, PRESIDENT

RETURN TO:

THE BANK OF GLEN BURNIE
P.O. BOX 70
GLEN BURNIE, MD 21061

281677

BOOK 559 PAGE 118

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

3. Maturity date (if any):

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

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

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

TransFinancial Leasing Corp.
The Steffey Bldg., Suite 200B
407 Crain Highway
Glen Burnie, MD 21061

P.C. Leasing, a division of
Phoenixcor, Inc.
65 Water Street
South Norwalk, CT 06854

RECORD FEE 11.00

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

This financing Statement covers the Inventory of Debtor listed on the attached Schedule A and all agreements relating to the sale or lease of such Inventory, including a certain Lease dated July 3, 1990 between Debtor as Lessor and PTP, Industries, Inc. as Lessee and the rentals and other monies due and to become due thereunder and the proceeds of all of the foregoing, Including insurance proceeds.

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

11. ERLE SCHAFER
14 CO. CIRCUIT COURT

(not subject to Recordation Tax - 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:

TransFinancial Leasing Corp.

P.C. Leasing, a division of Phoenixcor, Inc.

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

Title

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

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

SCHEDULE A

BOOK 559 PAGE 119

One (1) Sentinel Model 2200 Inline Form and Trim Thermoformer with tooling S/N 62209990

All equipment above complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

Equipment Location: PTP, Industries, Inc.
2 East Wells Street
Baltimore, MD 21061

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

BY: *[Signature]*

TITLE: _____

REF. TURNER-SCH

TRANSFINANCIAL LEASING CORP.

BY: *[Signature]*

TITLE: _____

*RECORDING TAX PAID AT THE STATE LEVEL
FINANCING STATEMENT FORM UCC-1

Identifying File No. **281678**

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. \$ 25,000

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

This financing statement Dated July 18, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Clerk of the Circuit Court of Anne Arundel County.

1. DEBTOR

Name AU COTON, INC.
Address 76 Main Street, Champlain, New York 12919

2. SECURED PARTY

Name AMERICAN DREAM FASHIONS INC.
Address 150 Graveline Avenue
Montreal, Quebec, Canada

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 annexed hereto and by this reference made a part hereof.

See Exhibit B for additional locations of Debtor Collateral.

RECORD FEE 13.00

POSTAGE .50

2807810 0040 804 710

08/08/90

M. ERIC SCHAFER

ANNE ARUNDEL CO. CIRCUIT COURT

285822H

CHECK THE LINES WHICH APPLY

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

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

13-10

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

[Signature]
(Signature of Debtor)
AU COTON, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
AMERICAN DREAM FASHIONS INC.
Type or Print Above Signature on Above Line

TO:

FOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

EXHIBIT A

Exhibit A to UCC-1 Financing Statement by and between AU COTON, INC., Debtor and AMERICAN DREAM FASHIONS INC., Secured Party.

The collateral shall consist of:

(i) All Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments (the "Accounts"); all Debtor's right, title and interest, and all of Debtor's rights, remedies, security and liens, in, to and in respect of the Accounts, including without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any account debtor, and credit and other insurance; all Debtor's right, title and interest in, to and in respect to, or otherwise representing or evidencing any Account, and all returned, reclaimed or repossessed goods; all books, records, ledger cards and other property and general intangibles at any time evidencing or relating to the Accounts.

(ii) All raw materials, work in process, finished goods and all other inventory of whatsoever kind or nature, and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names or marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof and all Debtor's right, title and interest therein and thereto, wherever located, whether now owned or hereafter acquired (the "Inventory"); and all books, records and other property and general intangibles at any time relating to the Inventory.

(iii) All machinery, equipment, spare parts, vehicles, furniture and fixtures, all warranties by third parties relating thereto, and all attachments, accessions and equipment now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired (the "Equipment"); and all books, records and other property and general intangibles at any time relating to the Equipment.

(iv) All general intangibles, patents, trademarks, trade names and copyrights, whether now owned or hereafter acquired by Debtor; and all books, records and other property at any time relating thereto including, without limitation, all rights to royalties and other rights under license and franchise agreements.

(v) All products and proceeds of all of the foregoing, in any form, including, without limitation, any claim against third parties for loss or damage to or destruction of any or all of the foregoing.

AU COTON, INC.

By: _____

(Title)

AMERICAN DREAM FASHIONS INC.

By: _____

(Title)

Additional Locations of Collateral:

Harbour Place
301 Pratt
Baltimore, Maryland 21202

Security Square
6901 Security Blvd.
Baltimore, Maryland 21207

Marley Station
7900 Governor Ritchie Hwy
Baltimore, Maryland 21061

White Marsh Mall
8200 Perry Mall Blvd.
Baltimore, Maryland 21236

*RECORDING TAX PAID AT THE STATE LEVEL

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281679

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. \$ 25,000

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

This financing statement Dated July 18, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Clerk of the Circuit Court of Anne Arundel County.

1. DEBTOR

Name AU COTON, INC.
Address 76 Main Street, Champlain, New York 12919

2. SECURED PARTY

Name S. & A. MFG. LIMITED
Address 350 Sauve Street West, Montreal, Quebec, Canada

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 annexed hereto and by this reference made a part hereof.

See Exhibit B for additional locations of Debtor's Collateral.

CHECK THE LINES WHICH APPLY

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

AU COTON, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

S. & A. MFG. LIMITED
Type or Print Above Signature on Above Line

RECORD FEE 13.00
POSTAGE .50
4387620 0040 R04 T10:00
08/08/90
H. FRLE SCHNEER
AN CO. CIRCUIT COURT



285822H

1350

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

EXHIBIT A

BOOK 559 PAGE 124

Exhibit A to UCC-1 Financing Statement by and between
AU COTON, INC., Debtor and S. & A. MFG. LIMITED, Secured Party.

The collateral shall consist of:

(i) All Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments (the "Accounts"); all Debtor's right, title and interest, and all of Debtor's rights, remedies, security and liens, in, to and in respect of the Accounts, including without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any account debtor, and credit and other insurance; all Debtor's right, title and interest in, to and in respect to, or otherwise representing or evidencing any Account, and all returned, reclaimed or repossessed goods; all books, records, ledger cards and other property and general intangibles at any time evidencing or relating to the Accounts.

(ii) All raw materials, work in process, finished goods and all other inventory of whatsoever kind or nature, and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names or marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof and all Debtor's right, title and interest therein and thereto, wherever located, whether now owned or hereafter acquired (the "Inventory"); and all books, records and other property and general intangibles at any time relating to the Inventory.

(iii) All machinery, equipment, spare parts, vehicles, furniture and fixtures, all warranties by third parties relating thereto, and all attachments, accessions and equipment now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired (the "Equipment"); and all books, records and other property and general intangibles at any time relating to the Equipment.

(iv) All general intangibles, patents, trademarks, trade names and copyrights, whether now owned or hereafter acquired by Debtor; and all books, records and other property at any time relating thereto including, without limitation, all rights to royalties and other rights under license and franchise agreements.

(v) All products and proceeds of all of the foregoing, in any form, including, without limitation, any claim against third parties for loss or damage to or destruction of any or all of the foregoing.

AU COTON, INC.

By: _____

(Title)

S. & A. MFG. LIMITED

By: _____

(Title)

EXHIBIT B

Additional Locations of Collateral:

Harbour Place
301 Pratt
Baltimore, Maryland 21202

Security Square
6901 Security Blvd.
Baltimore, Maryland 21207

Marley Station
7900 Governor Ritchie Hwy
Baltimore, Maryland 21061

White Marsh Mall
8200 Perry Mall Blvd.
Baltimore, Maryland 21236

*RECORDING TAX PAID AT THE STATE LEVEL

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 25,000

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

This financing statement Dated July 18, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Clerk of the Circuit Court of Anne Arundel County.

1. DEBTOR

Name AU COTON, INC.
Address 76 Main Street, Champlain, New York 12919

2. SECURED PARTY

Name THE TORONTO-DOMINION BANK
Address 55 King Street West, Toronto, Ontario, Canada

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 annexed hereto and by this reference made a part hereof.

See Exhibit B for additional locations of Debtor's Collateral.

RECORD FEE 13.00
M. ERLE SCHAFER
CLERK OF CIRCUIT COURT
477730 0040 004 110:07
00/08/90
47778586

CHECK THE LINES WHICH APPLY

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

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

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

150

(Signature of Debtor)
AU COTON, INC.
Type or Print Above Name on Above Line

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

(Signature of Secured Party)
THE TORONTO-DOMINION BANK
Type or Print Above Signature on Above Line

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Exhibit A to UCC-1 Financing Statement by and between AU COTON, INC., Debtor and THE TORONTO-DOMINION BANK, Secured Party.

The collateral shall consist of:

(i) All Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments (the "Accounts"); all Debtor's right, title and interest, and all of Debtor's rights, remedies, security and liens, in, to and in respect of the Accounts, including without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any account debtor, and credit and other insurance; all Debtor's right, title and interest in, to and in respect to, or otherwise representing or evidencing any Account, and all returned, reclaimed or repossessed goods; all books, records, ledger cards and other property and general intangibles at any time evidencing or relating to the Accounts.

(ii) All raw materials, work in process, finished goods and all other inventory of whatsoever kind or nature, and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names or marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof and all Debtor's right, title and interest therein and thereto, wherever located, whether now owned or hereafter acquired (the "Inventory"); and all books, records and other property and general intangibles at any time relating to the Inventory.

(iii) All machinery, equipment, spare parts, vehicles, furniture and fixtures, all warranties by third parties relating thereto, and all attachments, accessions and equipment now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired (the "Equipment"); and all books, records and other property and general intangibles at any time relating to the Equipment.

(iv) All general intangibles, patents, trademarks, trade names and copyrights, whether now owned or hereafter acquired by Debtor; and all books, records and other property at any time relating thereto including, without limitation, all rights to royalties and other rights under license and franchise agreements.

(v) All products and proceeds of all of the foregoing, in any form, including, without limitation, any claim against third parties for loss or damage to or destruction of any or all of the foregoing.

AU COTON, INC.

By: _____

(Title)

THE TORONTO-DOMINION BANK

By: _____

(Title)

Additional Locations of Collateral:

Harbour Place
301 Pratt
Baltimore, Maryland 21202

Security Square
6901 Security Blvd.
Baltimore, Maryland 21207

Marley Station
7900 Governor Ritchie Hwy
Baltimore, Maryland 21061

White Marsh Mall
8200 Perry Mall Blvd.
Baltimore, Maryland 21236

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

No. of Additional Sheets Presented:

1. Debtor(s) (Last Name First) and Address(es):
 Patuxent Sand Company
 1861 Crownsville Road
 Annapolis, MD 21401

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. 281129
 Filed with Anne Arundel Cty., MD Date Filed June 8 1990
 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
 (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer

RECORD FEE 10.00
 POSTAGE .50

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

One (1) New Caterpillar Model #966E Wheel Loader S/N 99Y05441

4028116-001

10. Signatures:

Alban Tractor Co., Inc.

By

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

By

Secured Party(ies)

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

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

UCC-3

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

<p>1. Debtor(s) (Last Name First) and address(es) UNC Incorporated, UNC Aerospace Division 175 Admiral Cochran Drive Annapolis, Maryland 21401</p>	<p>2. Secured Party(ies) and address(es) General Electric Credit Corporation 2264 Silas Deane Highway Rocky Hill, CT 06067</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 T.W.P. 10/13/87</p>
<p>4. This statement refers to original Financing Statement bearing File No. <u>270149</u> Filed with <u>Clerk of Circuit Court, Anne Arundel County, MD</u> Date Filed <u>10/13</u> 19 <u>87</u></p>		
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still 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.</p>		
<p>10. Terminate above filing</p>		
<p style="text-align: right;">No. of additional Sheets presented:</p> <p>By: <u>10/5</u> _____ General Electric Credit Corporation Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). <u>[Signature]</u> Signature(s) of Secured Party(ies) (1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3</p>		

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)

UNC Aerospace Division of
UNC Incorporated
175 Admiral Cochran Drive
Annapolis, MD 21401

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

General Electric Credit
Corporation
2264 Silas Deane Highway
Rocky Hill, CT 06067

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#377890 0040 R04 T10:31
02/08/90

4. This statement refers to original Financing Statement bearing File No. ~~270150~~ 270150

Filed with Clerk of Circuit Court, Anne Arundel County, MD Date Filed 10/13 1987

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

10. Terminate above filing



No. of additional Sheets presented:

10/50

General Electric Credit Corporation

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

Sam Ballant
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Debtor or Assignor Form

FINANCING STATEMENT

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

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

<u>Name of Debtor</u>	<u>Address</u>
Lanes Bus Service, Inc.	4401 Owensville-Sudley Road Harwood, Maryland 20776

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):

Assignment of Anne Arundel County School Board Bus Contracts by & Between Anne Arundel County & Lanes Bus Service, Inc.

RECORD FEE 11.00
POSTAGE .50

ANNE ARUNDEL COUNTY MD 21401
02/09/90



H. ERLE SCHAEFER
AN CO. CIRCUIT COURT

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

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

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

Debtor (or Assignor)

Secured Party (or Assignee)

Lanes Bus Service, Inc.

FARMERS NATIONAL BANK OF MARYLAND

By:

Nancy L. Lane Pres.
Nancy L. Lane, President

By:

Enoch W. Lane
Enoch W. Lane, VP

BY

Mary Jo Clark
Mary Jo Clark
Loan Officer

Type or print names under signatures

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

281682

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
Subject to Recordation Tax; Principal
Amount is \$ 5,250.00

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

Name of Debtor

Address

Master Cabinetmakers, Inc.

1798 Margaret Avenue
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 inventory and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such inventory and equipment including but not limited to - See attached Schedule "A".

RECORD FEE 11.00
RECORD TAX 38.50
POSTAGE .50



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

08/08/90

3. Proceeds or 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)

Master Cabinetmakers, Inc.
By: Robert M. Choisser, President
By: Andrew F. Thompson, Jr., Sec.

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY Mary Jo Clark
Mary Jo Clark
Assistant Vice President

Type or print names under signatures

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

SCHEDULE "A"

MASTER CABINETMAKERS, INC.

<u>DESCRIPTION</u>	<u>SERIAL #</u>
BATTERY MAKITA DRILL	09550GE & 05561273
ELECTRIC MAKITA DRILL	285529E
ELECTRIC MAKITA BELT SANDER	915156
PORTER - CABLE ROUTER	010679
ROCKWELL LAMINATE TRIMMER	99398
BROADHEAD GARRETT JOINTER	1277E
TABLE SAW, MODEL 34-756	83F074R
CRAFTSMAN 10" TABLE SAW	114070942
CRAFTSMAN 6" JOINTER	113200930
PORTER CABLE 1 HP ROUTER	A015087 & A014683
ROCKWELL LAMINATER TRIMMER	16278
ROCKWELL 3 X 21 BELT SANDER	110026
MAKITA 3 X 24 BELT SANDER	269172
MAKITA 10" ELECTRIC MITRE SAW	79519E
MAKITA CORDLESS DRILL	6185683
ROCKWELL 3/8" DRILL	074881
BLACK & DECKER RIGHT ANGLE DRILL	3876
SCMI 20" PLANER, MODEL 552	AB7536
PAINT SPRAY BOOTH WITH POWER EXHAUST AND ANSUL SPA-50 FIRE SUPPRESSION SYSTEM	
SCMI 12" JOINTER, MODEL F3A	KF002917
CROUCH EDGE SANDER WITH 1.5 HP MOTOR, MODEL 36F	
GRASS HINGE INSERTION MACHINE WITH WORK STORAGE CABINET	10175

Crestar Financing Statement



Print Or Type All Information

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

For collateral located in Maryland:

Number Of Sheets Attached _____

Not Subject to Recordation Tax

Subject of Recordation Tax

Principal Amount \$ _____

To: Anne Arundel Circuit Court

Clerk of the _____ Court

Form For Original Financing Statement And Subsequent Statements

A File Number will be stamped on the Original Financing Statement. The Secured Party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all Debtors, trade styles, etc. **No other name will be indexed.**
MAR, Incorporated
838 Richie Highway Suite 4
Severna Park, Maryland 21146

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 37.00
NOTARIAL FEE .30
7/19/90 0177 003-111-33
08/08/90

Name & Address of Secured Party
Crestar Bank
11921 Rockville Pike Suite 100
Rockville, Maryland 20852

Name & Address of Assignee

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Description of collateral covered by original financing statement

All of the Debtor's rights, title and interest now existing or hereafter acquired in Equipment more fully described on attached Schedule A, located at 838 Richie Highway Suite 4 Severna Park, Maryland 21146 including parts, accessions, accessories, replacements, insurance proceeds, contracts or contract rights and all products and proceeds thereof.

Products and Proceeds of the collateral are also covered.

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

Describe Real Estate if applicable:

Debtor hereby grants Secured Party a security interest in the above described collateral.

MAR, Incorporated
Robert A. McGregor 7/17/90

Signature of Debtor if applicable (Date)

Robert A. McGregor, Vice President

Crestar Bank
Grace Rathkamp Danello 7/20/90

Signature of Secured Party if applicable (Date)

Grace Rathkamp Danello, Sr. Vice President



CRESTAR # 9002

CARLYN # 61445

SYSTEMS INCORPORATED

SCHEDULE "A"

Page 1 of 3

New/Used	Quantity	Description of Equipment	Year & Model	Serial
New	1	6085 Processor-89E-B (Falls Church, VA)	Rockville, MD	
New	1	6085 Processor-96-E-B (Falls Church, VA)	Rockville, MD	
New	1	6085 Processor-23H (Falls Church, VA)	Rockville, MD	
New	1	6085 Processor-37G-B (Falls Church, VA)	Rockville, MD	
New	1	6085 Processor-38G-B (Falls Church, VA)	Rockville, MD	
New	1	6085 Processor-89G-B (Falls Church, VA)	Rockville, MD	
New	1	6085 Processor-91G-B (Falls Church, VA)	Rockville, MD	
New	1	6085 Processor-909-027917 (Rockville, MD)		
New	1	Canon NP8570 Copier 8570 CDC04206 (Arlington, VA)		
New	1	Sorter V (8000) SOCA5KBU21182 (Arlington, VA)		
New	1	Control Counter II (Arlington, VA)		
New	1	Control Counter Socket II (Arlington, VA)		

This Schedule is attached to and becomes part of the Lease Agreement dated 2 October, 1987, between the undersigned and Carlyn Financial Systems, a division of Carlyn Computer Systems, or its Assigns.

By: Robert A. Blair

MAR Incorporated

Title: Sr. V.P.

(LESSEE)

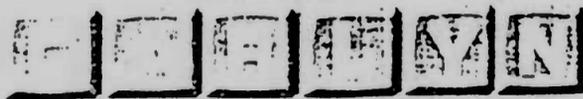
MEMBER

 AMERICAN ASSOCIATION
 OF EQUIPMENT LESSORS

Washington, DC: 5105-Q Backlick Road / Annandale, VA 22003 / (703) 642-1950

MEMBER

 AMERICAN
 SOCIETY OF
 COMPUTER
 DEALERS



SYSTEMS INCORPORATED

SCHEDULE "A"

Page 2 of 3

New/Used	Quantity	Description of Equipment	Year & Model	Serial No.
New	1	Canon NP-201BS Copier (Severna Park, MD)		
New	1	Cabinet NP150/2000 Canon (Severna Park, MD)		
New	1	Installation and Delivery of 6085 System (Falls Church, VA)		#53D-031023
New	1	Installation and Delivery of 909 System (Rockville, MD)		#909-02791
New	1	6085 Processor-53D-031023 (Falls Church, VA)		
New	1	6085 Processor-72D (Falls Church, VA) Crystal City, VA.		
New	1	6085 Processor-64D (Falls Church, VA) Crystal City VA.		
New	1	6085 Processor-65D (Falls Church, VA) Crystal City VA		
New	1	6085 Processor-80D (Falls Church, VA) Crystal City VA		
New	1	6085 Processor-69D (Falls Church, VA) Crystal City VA		
New	1	6085 Processor-78D (Falls Church, VA) Crystal City VA		

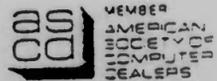
This Schedule is attached to and becomes part of the Lease Agreement dated 2 October, 1997, between the undersigned and Carlyn Financial Systems, a division of Carlyn Computer Systems, or its Assigns.

By: Robert A. Blos
Title: Sr. V.P.

MAR Incorporated
(LESSEE)



Washington, DC: 5105-Q Backlick Road / Annandale, VA 22003 / (703) 642-1950





SYSTEMS INCORPORATED

SCHEDULE "A"

New/Used	Quantity	Description of Equipment	Year & Model	Serial No
New	1	6085 Processor-77D (Falls Church, VA)		
New	1	6085 Processor-75E (Falls Church, VA)		
New	1	6085 Processor-74E (Falls Church, VA)		
New	1	6085 Processor-97EB (Falls Church, VA)		
New	1	6085 Processor-72E (Falls Church, VA)		
New	1	6085 Processor-85E-B (Falls Church, VA)		
New	1	6085 Processor- ⁸⁷ 8E-B (Falls Church, VA)		

This Schedule is attached to and becomes part of the Lease Agreement dated 2 October, 1987, between the undersigned and Carlyn Financial Systems, a division of Carlyn Computer Systems, or its Assigns.

By: Robert H. Blane

MAR Incorporated
(LESSEE)

Title: SR. V.P.



Washington, DC: 5105-Q Backlick Road / Annandale, VA 22003 / (703) 642-1950



CRESTAR #3001



CARLYN
Systems, Inc.

BOOK 559 PAGE 139

CARLYN

Lease # WL51--

SCHEDULE "A"

Page 1 of 5

W/Used	Quantity	Description	(Year & Model)	(Serial)
		<u>VIRGINIA</u>		
		<u>Crystal City</u>		
New	1	APPLE SYSTEM - MACINTOSH SE		F7399PMS01
New	1	IMAGewriter II		1061861
New	1	NEC P7		84600
New	1	AST COMPUTER		US123447
New	1	NEC MONITOR		72200266M
New	1	AST COMPUTER		TW0026280
New	1	AMDEK 310A		8071305
New	1	AST COMPUTER		TW0020341
New	1	AST MONITOR		8071542
		Crystal City <u>Crystal City</u>		
New	1	CANNON 8570		80010897
		<u>MARYLAND</u>		
		<u>Rockville</u>		
New	1	IMAGewriter II		1149605
New	1	AST COMPUTER		US100286
New	1	NEC MONITOR		72206229M
New	1	COMPAQ COMPUTER		4807AQ230
New	1	COMPAQ MONITOR		7171454411
New	1	ZETA 825 PLOTTER		10432
New	1	DCX812 MUX		8D09501
New	1	DICONIX PRINTER		DI0415
New	1	FUJITSU MODEM		0271MF

This Schedule is attached to and becomes part of the Lease Agreement dated November 2, 1988, between the undersigned and Carlyn Financial Systems, a division of Carlyn Systems, Inc., or its Assigns.

By: [Signature]

Mar Incorporated
(Lessee)

Title: Senior Vice President

5103-G Backlick Road
Annandale, VA 22003
703/642-1950



CARLYN
Systems, Inc.

BOOK 559 PAGE 140

Lease # 115

SCHEDULE "A"

Page 5 of 6

ew/Used	Quantity	Description	(Year & Model)	(Serial)
<u>MARYLAND</u>				
<u>Rockville</u>				
New	1	9440 CODE READER		LR5054
New	1	AST COMPUTER		TWC02654
New	1	AST MONITOR		03827
New	1	AST PREMIUM 286		TWC027787
New	1	NEC MONITOR WITH 2 MB RAM		820671750
New	1	GENICOM 3410 QUIET PRINTER W/INSERTER		1888
New	1	MACINTOSH SE WITH KEYBOARD		F83690NME
New	1	IMAGEWRITER II		114960
New	1	MACINTOSH SE WITH KEYBOARD		F838J3NME
<u>Severna Park</u>				
New	1	AST PREMIUM 286		TWC026237
New	1	NEC MONITOR		8-R15229Z
New	1	ZENITH Z-184		9361112611
<u>FLORIDA</u>				
<u>T & E Office</u>				
New	1	AST COMPUTER		US099468
New	1	NEC MONITOR		72C06072
New	1	HP LASERJET II		2743J35-
New	1	NEC P7		58128747-
New	1	CANNON 2015s		CGR07-
New	1	AST COMPUTER		TWC020438
New	1	AMDEK 310A		026099

This Schedule is attached to and becomes part of the Lease Agreement dated November 2, 1988, between the undersigned and Carlyn Financial Systems, a division of Carlyn Systems, Inc., or its Assigns.

By: Robert A. Blair

Mar Incorporated
(Lessee)

Title: Senior Vice President

5105-G Backlick Road
Annandale, VA 22003
703/642-1950



CARLYN
Systems, Inc.

BOOK 559 PAGE 141

Lease # 1251

SCHEDULE "A"

Page 5 of 5

Used	Quantity	Description	(Year & Model)	(Serial)
		<u>FLORIDA</u>		
		<u>Marine Office</u>		
New	1	FUJITSU MODEM		0120MF
New	1	ZETA 825 PLOTTER		15515
New	1	MACINTOSH II		F82437LM50
New	1	HIGH RES. MONITOR		5042188
New	1	EXT. HARD DISK		F82204DM26
New	1	MACINTOSH II		F82502MM50
New	1	HIGH RES. MONITOR		5042188
New	1	EXT HARD DISK		F7350H5M26
New	1	MACINTOSH II		F82437QM50
New	1	ACCELERATOR BOARD		4352164
New	1	CANNON 3525		CCJ01309
New	1	DCM312 MUX		BD09503
New	1	WYSE 60		131046988
		<u>Panama City</u>		
New	1	AST PREMIUM 286	TW0027980	TW0027980
New	1	NEC MONITOR		840624602
		<u>Ft. Lauderdale</u>		
New	1	GENICOM 3410 QUIET PRINTER W/INSERTER		1895
		<u>MISSISSIPPI</u>		
		<u>Bay St. Louis</u>		
New	1	MACINTOSH II		F80911HM503

This Schedule is attached to and becomes part of the Lease Agreement dated November 2, 1988, between the undersigned and Carlyn Financial Systems, a division of Carlyn Systems, Inc., or its Assigns.

By: Robert H. Blane

Mar Incorporated
(Lessee)

Title: Senior Vice President

5105-G Backlick Road
Annandale, VA 22003
703/642-1750



CARLYN
Systems, Inc.

BOOK 559 PAGE 142

SCHEDULE "A"

Lease # 15

Page 4 of 5

w/Used	Quantity	Description	(Year & Model)	(Serial)
		<u>MISSISSIPPI</u>		
		<u>Bay St. Louis</u>		
New	1	HIGH RES MONITOR		5045322
New	1	DYNAFILE		DF05918
New	1	SCANNER		7064600519
New	1	LASERWRITER NT	C8031FXMM6 000	C8031FXMM6 000
New	1	CANNON NP3725		S21460
New	1	MACINTOSH SE		F3118L4M501
		<u>CALIFORNIA</u>		
		<u>Monterey</u>		
New	1	AST COMPUTER		TWC013158
New	1	NEC MONITOR		820682112
New	1	HP LASERJET II		2305A1534
New	1	ZENITH Z-183		3611888901
		<u>CONNECTICUT</u>		
		<u>New London</u>		
New	1	MACINTOSH II		F319344M501
New	1	HIGH RES MONITOR		505005
New	1	EXT HARD DISK		F7391TGM26-
New	1	MACINTOSH SE		F31024HM501
New	1	EXT HARD DISK		F7392C7M26-
New	1	LASTERWRITER NT	CA8143018M6001	
New	1	DYNAFILE		DF08252
New	1	EXT HARD DISK		F749022M2611

This Schedule is attached to and becomes part of the Lease Agreement dated November 2, 1988, between the undersigned and Carlyn Financial Systems, a division of Carlyn Systems, Inc., or its Assigns.

By: Robert A. Blare

Mar Incorporated

(Lessee)

Title: Senior Vice President

5105-G Backlick Road
Annandale, VA 22003
703/642-1950



CARLYN
Systems, Inc.

BOOK 559 PAGE 143

SCHEDULE "A"

Lease # _____

Page 5 of 5

ew/Used	Quantity	Description	(Year & Model)	(Ser-)
		<u>FLORIDA</u>		
		<u>Marine Office</u>		
New	1	HIGH RES MONITOR		504211
New	1	EXT HARD DISK		F739155M
New	1	LASERWRITER NTX		CAS14200M6
New	1	DYNAFILE		DF083-

This Schedule is attached to and becomes part of the Lease Agreement dated November 2, 1988, between the undersigned and Carlyn Financial Systems, a division of Carlyn Systems, Inc., or its Assigns.

By: Robert A. Blair

Mar Inc
(Lessee)

Title: Senior Vice President

5105-G Backlick Road
Annandale, VA 22003
703/642-1950

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.

LESSEE
1. ~~DEBTOR~~

Name SCM Chemicals, Inc.

Address 5026 Campbell Boulevard, Suite H., Baltimore, Maryland 21236

LESSOR
2. ~~SECURED PARTY~~

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.

Recordation Tax is not required.

Ceres # B2290-002

PC # 15357.2

Name and address of Assignee



RECORD FEE 11.00

471940 CTT R03-11-74

08/08/90

H. ERLE SCHAFER

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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: SCM Chemicals, Inc.

BY: *David L. Vercollone*
(Signature of Debtor)

David L. Vercollone, VP, Gen. Mgr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ceres Capital Corporation

James L. Hask
(Signature of Secured Party)

PRESIDENT

Type or Print Above Signature on Above Line

1100

SCHEDULE A - FINANCING STATEMENT

SCM Chemicals _____, DEBTOR, and
Ceres Capital Corporation _____, SECURED PARTY

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

*5	New	Compaq	CPU, DP 386/33
*5	New	Samsung	Monitor, 14" VGA
*10	New		2MB Card
*5	New	Compaq	L 2nd Series, Card
*5	New	IBM	TR II Adapter
*5	New	Compaq	TBU, 250MB-286E/386E

*4 out of 5 Units
SCM Chemicals
5026 Campbell Boulevard
Suite H
Baltimore, Maryland 21236

*One Unit of each:
Hawkins Point Plant
3901 Ft. Armistead Road
Baltimore, Maryland 21226

SCM Chemicals _____

Ceres Capital Corporation _____

DEBTOR

SECURED PARTY

4) By: *David L. Vercollone*
David L. Vercollone
Title: VP, General Manager

By: *Jan 12 1986*
Title: President

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. \$ <u>101,350.00</u> <i>700,000 max</i>	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

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

1. DEBTOR

Name Photographic Processing, Inc.
Address 6700 Curtis Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name Industry Financial Corporation
Address 444 Pine Street, St. Paul, MN 55101

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

3. Maturity date of obligation (if any)

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

One (1) New Lucht V7 Accudata Printer w/o Canister SN: C90476 includes: Accudata Controller LSB-2 w/Flags, Printer Hardware for 7 Standard Cropping Sizes, Mechanically Complete; Integrator Assy-Multiprinter Crop B BDLS Optic: 1(8x10), 2(5x7), 2(4x5), 4(wallet), Crop F BDLS Optics: 1(8x10), 2(5x7), 2(4x5) 4(wallet); Crop F BDLS Optics: 1(8x10), 2(5x7), 2(4x5), 4(wallet), Crop G BDLS Optics: 1(8x10), 2(5x7), 2(4x5), 4(wallet); Crop C BDLS Optics: 1(11x14), 1(10x10,8x10), 2(5x7), 2(5x5,4x5), 4(wallet); ~~1(11x14)~~ Crop D BDLS Optics: 1(11x14), 1(10x10,8x10), 2(5x7), 2(5x5,4x5), 4(wallet), Crop ~~1(11x14)~~ E BDLS Optics: 1(11x14), 1(10x10,8x10), 2(5x7), 2(5x5,4x5), 4(wallet); Cleaner Retro-Basic Neg. V7; ~~Cropping Plate Assy Crops C, D, & E 50~~

Name and address of Assignee

RECORD TAX 700.00

H. ERLE SCHAFER
CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

11.00
700.00
.50

Melvin C. Long
(Signature of Debtor)

Photographic Processing, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Judith Peterson
(Signature of Secured Party)

Industry Financial Corporation

Type or Print Above Signature on Above Line

281686

BOOK 559 PAGE 147
Identifying File No. _____

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

Name PLEASANT PLAINS TURF FARMS, INC. 213 34 8241
MILLARD B. HORTON
Address BOX 1839 PLEASANT PLAINS ROAD
ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name JOHN DEERE COMPANY
P.O. BOX 65090
Address WEST DES MOINES, IA. 50265-0090

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

3. Maturity date of obligation (if any) _____

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

- 1 NEW JOHN DEERE MODEL AMT622 VEHICLE S.#. W00622X010196
- 1 NEW UNVERFERTH 24FT. ROLLING HARROW RHG12-6-2170

RECORD FEE 12.00
POSTAGE .50
#719800 0777 803 111:47
08/08/90

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PLEASANT PLAINS TURF FARMS, INC.
MILLARD B. HORTON, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

Mindy Spinko
Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1
Identifying File No. 281687

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 23,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$161.00.

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

1. DEBTOR

Name CBY Enterprises, Inc.
Address 227 Berlin Avenue Baltimore, MD 21225

2. SECURED PARTY

Name Orix Credit Alliance, Inc.
Address P.O. Box 676, 1331A Ashton Road Hanover, MD 21076

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

3. Maturity date of obligation (if any) _____

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

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

CHECK THE LINES WHICH APPLY

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)

CBY Enterprises, Inc.

Horace E. Byrd Jr.
(Signature of Debtor)

Horace E. Byrd Jr., Vice President
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

RECORD TAX 161.00
POSTAGE .50
FILED BY REC 11147
08/05/70
H. ERLE SCHAFER
COURT



1700
161.00
.50

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 1 day of AUGUST, 1990 by and between

CBY Enterprises, Inc., having its principal place of business at

(Name of Mortgagor)

227 Berlin Avenue Baltimore, MD 21225

(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 personalty 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,

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

Sylvia J. Avery
Secretary/Witness

CBY Enterprises, Inc. (Seal)
Mortgagor
By *Horace E. Byrd, Jr.* Vice President (Title)

STATE OF Maryland }
COUNTY OF Anne Arundel } S.S.

Horace E. Byrd, Jr. being duly sworn, deposes and says:

1. He is the *Vice President* of CBY Enterprises, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to 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 1st day of August, 1990
Commission expires Sept. 1, 1991

NOTARY PUBLIC
STATE OF Maryland, COUNTY OF Anne Arundel, SS:

Sylvia J. Avery a Notary Public duly qualified in and for said County and State, do hereby certify that on this 1st day of August, 1990 in (Place) 225 Reg. Ave., # 21225 in said County, before me personally appeared Horace E. Byrd, Jr. to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the Vice President of CBY Enterprises, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at _____

that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written
Sylvia J. Avery 8/1/90
NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 1 1990 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Caterpillar Loader W/Bucket	1978	955L	85J6112
<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:

CBY Enterprises, Inc.

By: Harold A. Byrd Jr.

AFTER RECORDING MAIL TO
Joseph F. McBride, P.A.
1717 Elton Road, Ste. 205
Silver Spring, MD 20903

BOOK 559 PAGE 152

A.A. Co.

TERMINATION STATEMENT

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

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

File No. 272682 Dated 5/6/88

Record Reference Book 526 Page 384

2. DEBTOR:

Name: The Ski Racquet, Inc.
(Last Name First)

ADDRESS: 1721 Elton Road - Silver Spring, MD 20903 and
556-C Ritchie Highway - Severna Park, MD 21146

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:

RECORD FEE 10.00
POSTAGE .50
#856460 C237 R02 T15:23
08/08/90

RETURN TO: DEBTOR'S ADDRESS
* SEE ABOVE



H. ERLE SCHAFER
AA CO. CIRCUIT COURT

SECURED PARTY

Signet Bank/Maryland

BY: Kenneth J. Selva, ACP
(TITLE)

DATED: April 17, 19 90

10⁰⁰
32

281688

BOOK 559 PAGE 153

INDEMNITY FINANCING STATEMENT

1. To Be Recorded among the Land Records.
2. X To Be Recorded among the Financing Statement Records of Anne Arundel County/ ~~State Department~~ of ~~Assessments and Taxation~~.
3. X Not subject to Recordation Tax.
4. X The Guarantor is secondarily liable as payment guarantor to Secured Party for which Alan K. Sokoloff, individually, is liable.

5. Guarantor's Name Address
AKS Properties, Inc. 7951 Crain Highway
a Maryland corporation Glen Burnie, MD 21061

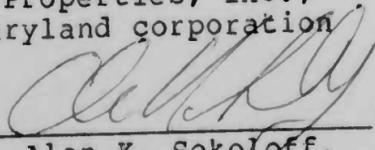
6. Secured Party Address
First National Bank 18 West Street
of Maryland Annapolis, MD 21401

7. This Financing Statement covers and Guarantor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

All of the fixtures of the Guarantor both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additional, parts, fittings, accessories, special tools, attachments and accessories now or 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.

GUARANTOR:

AKS Properties, Inc.,
a Maryland corporation

By:  (SEAL)
Alan K. Sokoloff,
President



RECORD FEE 11.00
POSTAGE .50

9914680 0345 R01 110:58
08/09/90

Address where Collateral
will be located:

8 West Sixteenth Avenue
Brooklyn Park, Maryland

Mr. Clerk: Please return to M. Willson Offutt IV, Esquire,
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street,
P.O. Box 868, Annapolis, Maryland 21404.

a:FN44762.3FS, JAM #15

EXHIBIT A

559 PAGE 154

BEING KNOWN AND DESIGNATED as Lot Nos. 27 and 28, Block No. 5, as shown on the plat entitled "Brooklyn Park, John K. Culver Subdivision No. 2 of Belle Grove Farm", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 14, folio 26, Plat No. B-82.

BEING the same property described in a Deed of even date herewith and recorded prior hereto among the Land Records of Anne Arundel County from PNJ Partnership, a Maryland partnership to AKS Properties, Inc., a Maryland corporation.

A:FN44762.1EA JAM #16

INDEMNITY FINANCING STATEMENT

1. To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
2. N To Be Recorded among the Financing Statement Records of Anne Arundel County.
3. X Not subject to Recordation Tax.
4. X The Guarantor is secondarily liable as payment guarantor to Secured Party for which Alan K. Sokoloff, individually, is primarily liable.

5. Guarantor's Name	Address
Sokoloff Chiropractic Associates of Brooklyn, P.C.	7951 Crain Highway Glen Burnie, MD 21061

RECORD FEE 11.00

6. Secured Party	Address
First National Bank of Maryland	18 West Street Annapolis, MD 21401

POSTAGE .50

7. This Financing Statement covers and Guarantor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of Guarantor 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 Guarantor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of Guarantor (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 Guarantor (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.

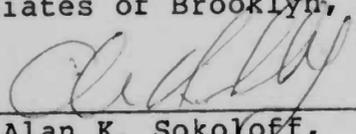
E. Chattel Paper. All of the chattel paper of Guarantor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which 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 Guarantor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of

each such Guarantor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment, Machinery, Furniture and Fixtures. All of the equipment, machinery, furniture and fixtures of Guarantor, 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.

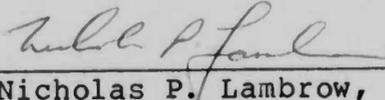
GUARANTOR:

Sokoloff Chiropractic
Associates of Brooklyn, P.C.

By:  (SEAL)
Alan K. Sokoloff,
President

SECURED PARTY:

FIRST NATIONAL BANK OF MARYLAND

By:  (SEAL)
Nicholas P. Lambrow,
Vice President

Mr. Clerk: Please return to M. Willson Offutt IV, Esquire,
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street,
P.O. Box 868, Annapolis, Maryland 21404.

a:FN44762.2FS
JAM #15

INDEMNITY FINANCING STATEMENT

- 1. To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 2. X To Be Recorded among the Financing Statement Records of Anne Arundel County.
- 3. X Not subject to Recordation Tax.
- 4. X The Guarantor is secondarily liable as payment guarantor to Secured Party for which Alan K. Sokoloff, individually, is primarily liable.

5.	Guarantor's Name	Address
	Alan K. Sokoloff, P.C., a Maryland corporation	7951 Crain Highway Glen Burnie, MD 21061

6.	Secured Party	Address	RECORD FEE	11.00
	First National Bank of Maryland	18 West Street Annapolis, MD 21401	POSTAGE	.50
			914700 0345 001-110:59	02/09/90

7. This Financing Statement covers and Guarantor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of Guarantor 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 Guarantor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of Guarantor (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 Guarantor (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.

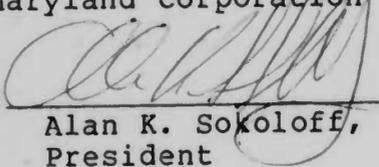
E. Chattel Paper. All of the chattel paper of Guarantor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which 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 Guarantor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of

each such Guarantor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment, Machinery, Furniture and Fixtures. All of the equipment, machinery, furniture and fixtures of each Guarantor, 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.

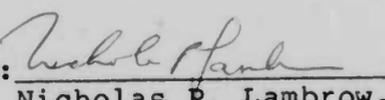
GUARANTOR:

Alan K. Sokoloff, P.C.,
a Maryland corporation

By:  (SEAL)
Alan K. Sokoloff,
President

SECURED PARTY:

FIRST NATIONAL BANK OF MARYLAND

By:  (SEAL)
Nicholas P. Lambrow,
Vice President

Mr. Clerk: Please return to M. Willson Offutt IV, Esquire,
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street,
P.O. Box 868, Annapolis, Maryland 21404.

a:FN44762.FS
JAM #15

To be filed among the financing statement records of the Circuit Court for Anne Arundel County, Maryland.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 511 Page No. 550
 Identification No. 267364 Dated May 6, 1987

1. Debtor(s) { Ocean Air, Inc.
 Name or Names—Print or Type
P. O. Box 8707 Cargo Bldg. A-22 BWI Airport, Md. 21240
 Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
 POSTAGE .50
 BALANCE DUE 110.42
 05/07/90



B. LIME SHELTER
 83 CAL. VIRGINIA COURT

10'50

Dated: May 23, 1990
 First National Bank of Md.
Trudye N. Weisberg
 (Name of Secured Party)
Trudye Weisberg
 (Signature of Secured Party)
Loan Accounting Executive
 Type or Print (Include Title if Company)

Filing Officer: Please return to:
 Jerome T. Miraglia, Esquire
 Miles & Stockbridge
 10 Light Street
 Baltimore, Maryland 21202

STATE OF MARYLAND

BOOK 559 PAGE 160

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263544

RECORDED IN LIBER 502 FOLIO ON 09-03-86 (DATE)

1. DEBTOR

Name Handex Corp.
Address 360 Morgan Road, Odenton, MD

2. SECURED PARTY

Name Society National Bank, 14th Floor
Address 800 Superior Avenue, Cleveland, Ohio
Carol L. Braunschweig, Society Building, Cleveland, OH 44114
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

See below

Secured Party no longer claims a security interest under the financing statement bearing the file number, liber and folio shown above.

10/50
10/50

Dated _____

Anne ARUNDEL COUNTY

Society National Bank

By: JANICE M. COOK, V.P.
(Signature of Secured Party)

JANICE M. COOK, V.P.
Type or Print Above Name on Above Line

JANICE M. COOK, V.P.
Type or Print Above Name on Above Line

10.00
.50
00/09/90

FILE SCHAFER
COURT

STATE OF MARYLAND

BOOK 559 PAGE 161

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 229840

RECORDED IN LIBER 522 FOLIO 266 ON 01-21-88 (DATE)

1. DEBTOR

Name Handex of Maryland, Inc.

Address 360 Morgan Road, Odenton, MD

2. SECURED PARTY

Name Society National Bank, 14th Floor

Address 800 Superior Avenue, Cleveland, Ohio

Carol L. Braunschweig, Society Building, Cleveland, OH 44114
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

See below

Secured Party no longer claims a security interest under the financing statement bearing the file number, liber and folio shown above.

10:30

Dated _____

Anne Arundel County

Society National Bank

By: Janice M. Cook, VP
(Signature of Secured Party)

Janice M. Cook, V.P.
Type or Print Above Name on Above Line

RECORD FEE 12.00
POSTAGE .50
J.W.
08/09/90
SCHAFER
CIRCUIT COURT

AMENDMENT OF FINANCING STATEMENT

RECEIVED

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

AUG 2 1990

<p>1. DEBTOR and Address (Last Name First)</p> <p>A.J. Stationers 1327 Ashton Road Baltimore, MD 21076</p> <p>(additional addresses below)</p>	<p>2. SECURED PARTY and Address</p> <p>Signet Bank/Maryland P.O. Box 17063 Baltimore, MD 21203</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>Signet Bank/Maryland BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21202 2</p> <p>ATTN: Renee Vick</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 278028 Date 7-21-89, 1989

Record Reference book 544 page 01

6. Item No. 5 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Principal amount being increased from \$100,000.00 to \$350,000.00. Tax to be paid on the difference based on the attached recoration tax calculation.

10.00
1.50
111.00
08/02/90
AS CO. LIMITED LIABILITY

10/20

Dated this 17th day of July, 1990

DEBTOR: A.J. Stationers SECURED PARTY: Signet Bank/Maryland

By: Angela Jeung owner (Title) By: m. mullis mullis (Title)

UCC-9 ADDITIONAL ADDRESSES

6628 Security Blvd. 10227 Wincopin Circle
Woodlawn, MD 21207 Columbia, MD 21044

Amendments filed in more than one county, therefore, tax of \$199.75 paid to state 8-3-90. Renee Vick

A.J. Stationers

BOOK 559 PAGE 163

RECORDATION TAX CALCULATION

To State Dept. of Assessments & Taxation

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

<u>Equipment and Other Non-Exempt Property</u>	x	<u>Total Amount of Debt</u>	=	<u>Amount Not Exempt from Tax</u>
<u>Total Value of All Collateral</u>				
\$ 93,000.00	.23%	\$ 250,000.00	=	\$ 57,500.00
\$ 395,000.00				

Debtor's Signature:

Angela Jeung

Dated:

7/17/90

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 02AUG90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Victor P. Lindsay
Address 262 W. Bay Front Road Anne Arundel Lothian MD 20711

2. SECURED PARTY

Name John Deere Company
Address P. O. Box 65090
West Des Moines, Iowa 50265-0090
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

- 1 New John Deere 755 Utility Tractor, S/N MO0755A010025 11.00
- 1 New John Deere 60" Mid-Mount Mower, S/N MO2734X011620
- 1 New EB6-E Worksaver Rear Blade .50



ESSEX COUNTY MD 111101
08/29/90

H. LYLE BROWN

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John Deere Company
P. O. Box 65090
West Des Moines, Iowa 50265-0090

Victor P. Lindsay
(Signature of Debtor)

Victor P. Lindsay
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Donald W. Williams
(Signature of Secured Party)

Donald W. Williams

Type or Print Above Name on Above Line

11/30

STATE OF MARYLAND

AA County

BOOK 559 PAGE 165

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277990

RECORDED IN LIBER 543 FOLIO 493 ON 7/18/89 (DATE)

1. DEBTOR

Name HARDIN-HUBER, INC.

Address 1230 Cronson Blvd., Crofton, Maryland 21114

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any) _____

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: PARTIAL

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

Amendment

Change of Address (Debtor)
From: 1230 Cronson Blvd
Crofton, Maryland 21114
To: 6720 Ft. Smallwood Road
Baltimore, MD 21226



U. S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
COMMERCIAL COURT

10.00

.50

FILE NO# 111108

08/09/90

1050

HARDIN-HUBER, INC.
[Signature]

First Maryland Leasecorp

Dated 7-31-90

(Signature of Secured Party)

Type or Print Above Name on Above Line

281692

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) McCook, Michael J. McCook, Dolores A. 222 Severn Avenue Annapolis, Md. 21403	2. Secured Party(ies) and address(es) Riggs National Bank Of Washington, D.C. 1120 Vermont Avenue, N.W. Washington, D.C. 20005	3. Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 5. Assignee(s) of Secured Party and Address(es) 300 DODD RD #11114 08/09/90 W. EMIL SCHAFER
4. This financing statement covers the following types (or items) of property: 1980 Tiara 31' Pursuit HIN#SSUP1009 M80D Doc.#906686 T/350 OMC I/B #W662964 #W663344		

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

MICHAEL J. MCCOOK

DOLORES A. MCCOOK

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

[Signature] J. A. MOLSTER
Signature(s) of Secured Party(ies) Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264998

RECORDED IN LIBER 505 FOLIO 570 ON 12/4/86 (DATE)
571

1. DEBTOR Kim M. Stewart and Donald W. Smith, as individuals
Name d/b/a ~~E~~ Lon Hair Studio Cloud 9 Hair Studio
Address 200 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY
Name Trans-American Leasing Corp.
Address 407 Crain Highway, Ste. 200B
Glen Burnie, MD 21061

A

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

3. Maturity date of obligation (if any)

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

RECEIVED ALL 10.00
RECEIVED CR 1.50
RECEIVED 1040 NOT 111115
08/09/90

Trans-American Leasing Corp.

Frank J. Sarro III

(Signature of Secured Party)

Frank J. Sarro III, Exec. Vice President
Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

Dated 73090

1050

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263019

RECORDED IN LIBER 501 FOLIO 191 ON July 29, 1986 (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"/> TERMINATION (Indicate whether amendment, termination, etc.)</p>

Dated July 26, 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

Dulles Dev. 3
#1195
AACO

10-50

281694

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Voyagers Enterprises, Inc.
65 Summerhill Rd.
Crownsville, MD 21980

2. Secured Party(ies) and address(es)
State Sales & Service Corporation
3431-A Benson Ave
Baltimore, MD 21227

RECORD FEE 11.00

POSTAGE .50

ATTACHED COPY NO. 712/36

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

SEE ATTACHED SCHEDULE "A"

" Not Subject To Recordation Tax"

5. Assignee(s) of Secured Party and Address(es)
08/08/90



FIRESTONE FINANCIAL CORP.
38 Glen Avenue
P.O. Box 789
Newton Centre, MA 02159

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:

SIGN HERE → Voyagers Enterprises, Inc.
Signature(s) of Debtor(s)

SIGN HERE → State Sales & Service Corporation
By: [Signature]
Signature(s) of Secured Party(ies)

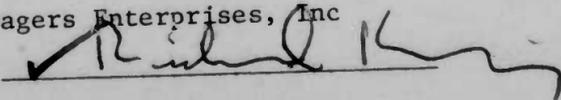
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1 Used All American Video S/N 28847
1 Rowe Laser Star CD S/N 9349
1 Rowe Laser star CD-100 S/N 1003
2 American Acoustic D550 S/N's 206, 209
1 Rowe Laser star CD-100 S/N 9616
1 Used Trivia 4 C Top S/N 10386
1 Used Pac Man S/N 70023
1 American Acoustic D-550 S/N 211
1 CD 100 Service Kit
1 CD Mech Kit
1 7' Valley Pool Table S/N 33183
1 Used Pac Man S/N 3793
1 Laserstar CD-100 S/N 10697
1 Big Choice Jumbo Crane S/N 76994
1 850 Smokeshop S/N C-17787
1 Mars 400 B/A S/N 12011102864
1 Mars Single Price S/N 11010001079
1 Bally Pool Shark S/N 370345
1 WMS Shuffle Inn S/N 290557
1 American Acoustic D550 Spkr S/N 8667
1 Belgian Action Claw S/N 8060
2 850 Smokeshop S/N C-17789, 177768
2 Mars 400 S/N 04011001748, 05011002243
2 Mars Single Price S/N 04010000776, 49910001724
1 Capcom Bowling S/N 159061
1 Bally Tri Sports S/N 350072
1 UV 19 Cabinet S/N 990
1 AP 850 Smoke S/N 177774
1 Mars Single S/N 188
1 Mars 400 S/N 2427
2 Taito U.S Classic S/N 137443, 137444
1 UV-25 S/N 10518
1 UV-19 No S/N
1 Williams Roller S/N 177
1 Rowe Laser star CD-100 S/N 11223
3 7' Vally Pooltables S/N 37652, 37655, M36646
1 WM's Shuffle Inn S/N 290675

SIGN
HERE →

Voyagers Enterprises, Inc

BY 

Richard King

559 171

281695

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): DWF Ironworks, Inc.
Address: 1277 Doublegate Road
Davidsonville, Maryland 21035

2. Name of Secured Party: The Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 11.00
POSTAGE .50

8915430 0345 R01 115:16
08/09/90



4. This Financing Statement covers the following types (or items) of property:
All accounts receivable; now or hereafter created.

H. ERLE SCHAFER

IN 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):

Secured Party:

DWF Ironworks, Inc.

Annapolis Bank and Trust Company
(Type Name of Dealership)

Edward Beck, Jr.
Edward Beck, Jr.

By *John P. Koehler*
(Authorized Signature)

John P. Koehler, Vice President
(Type Name and Title)

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

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

PARTIES

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

JAMES M. HORNER
660 SUNSET STRIP
BALTIMORE MD 21225 1

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

PATRICIA L. HORNER
660 SUNSET STRIP
BALTIMORE MD 21225 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]

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

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

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

BOOK 559 PAGE 172 281696

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

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

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:
1991 FLEETWOOD ENTERPRISES BEACON HILL
26 X 44 SERIAL# NCFLL69AB03745BH 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):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

JAMES M. HORNER *[Signature]*

PATRICIA L. HORNER *[Signature]*

RETURN RECEIPT TO: 11

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

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

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

STATE OF MARYLAND
BOOK 553 PAGE 173
FINANCING STATEMENT FORM UCC-1

A.A. County CM12 11.50
Identifying File No. 281697

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

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

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

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

1. DEBTOR

Name B & C Bus Service, Inc.
Address 2256 Mt. Tabor Road, Gambrills, Maryland 21054

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1990 Thomas 72 passenger Saf-T-Liner MVP S/N 1T7A3D879L1474776
One (1) new 1990 Chevrolet Model BCP042 school bus S/N 1GBL6P1G6LV108585.00 with a 66 passenger Thomas school bus body.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B & C Bus Service, Inc.

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

[Signature]
(Signature of Secured Party)

William R. Brown, A.V.P.

Type or Print Above Signature on Above Line

11-50

MISTAKE 1.50

11/10/90

M. L. SCHAFER
AA LIL. COUNCIL COURT

RECORDED

RECORDED

275857281698

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

West Pasadena Amoco Inc
 (Name)
8355 Ritchie Highway
 (Address)
Pasadena, Maryland 21122

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

Attn: Jennifer Austin
 (Name of Loan Officer)
18 West Street
 (Address)
Annapolis, Maryland 21401

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

ALL ASSETS

BL CLERK

RECORD FEE 11.00
 RECORD TAX 105.00
 POSTAGE .50

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

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

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

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

DEBTOR (OR ASSIGNOR)

Curtis L. Denton Pres. (Seal)
 _____ (Seal)
 (Signature)
Curtis Denton, President
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

115 105 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 281699

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) _____

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

SEE SCHEDULE "A" ATTACHED HERETO
AND MADE AN INTEGRAL PART HEREOF.
LEASE # 90050A

Name and address of Assignee
RECORDED BY 11:00
4209130 0040 004 10:19
08/10/90

LESSEE IS NOT AUTHORIZED TO DISPOSE OF LEASED EQUIPMENT. N. ERLE SCHAFER
THIS IS A CONDITIONAL SALES CONTRACT AND NOT SUBJECT TO CO. CIRCUIT COURT
RECORDATION TAX.

EQUIPMENT LOCATED AT: 2405-A Old Gettysburg Road
Camp Hill, PA 17011
CHECK THE LINES WHICH APPLY

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

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

James Madison Financial Corporation

[Signature]
(Signature of Debtor)

David A. Quaranta CPA MIS Director
Type or Print Above Name on Above Line

[Signature]
(Signature of Secured Party)

Jill A. Cross, AUP
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SCHEDULE A

This schedule is attached to and becomes a part of lease #90050-A between the undersigned.

Quantity	Item #	Description	Serial #	Unit Cost	Amount
1	015077	Deskpro 286E-40 s/n 4006HZ3H0255			2,535.00
1	065098	1MB 16BIT Memory Expansion Board for 286E			525.00
1	065000	CPQ Parallel/Serial Board			110.00
1	011006	* (2) MOD 30 286, 1MB, 1.44DD s/n 9048923			1,535.00
1	011039	* (2) MOD 30 286-E31, 1MB, 30M s/n A085649			1,900.00
3	030844	Color Display 12IN (8513) s/n 0915495, 0927546, 0927548		590.00	1,770.00
1	400640	Mouse (PS2)			75.00
4	07MD361- 806	Lancard/A		85.00	340.00
1	205053	EA (1)DOS+BASIC 3.3, 5.25			88.00
1	071338	Smartmodem 2400 EXT s/n A11431083714			365.00
1	22MD272- 708	Close-Up Customer Terminal 3			145.00
1	05MD279- 080	Maynard 60 w/Stand s/n 378700			900.00
4	AB6450- TEC	Data Cart: ST600 30/60 MB 60		20.00	80.00
1	400097	Standby-UPS 500 Watt s/n 1846			430.00
1	222531	Advanced Netware V2.15 5.25			2,070.00
4	SL0500	Software Setup		90.00	360.00

SCHEDULE A

This schedule is attached to and becomes a part of lease #90050-A between the undersigned.

Quantity	Item #	Description	Serial #	Unit Cost	Amount
1	015077	Deskpro 286E-40 s/n 4006HZ3H0255			2,535.00
1	065098	1MB 16BIT Memory Expansion Board for 286E			525.00
1	065000	CPQ Parallel/Serial Board			110.00
1	011006	* (2) MOD 30 286, 1MB, 1.44DD s/n 9048923			1,535.00
1	011039	* (2) MOD 30 286-E31, 1MB, 30M s/n A085649			1,900.00
3	030844	Color Display 12IN (8513) s/n 0915495, 0927546, 0927548		590.00	1,770.00
1	400640	Mouse (PS2)			75.00
4	07MD361- 806	Lancard/A		85.00	340.00
1	205053	EA (1)DOS+BASIC 3.3, 5.25			88.00
1	071338	Smartmodem 2400 EXT s/n A11431083714			365.00
1	22MD272- 708	Close-Up Customer Terminal 3			145.00
1	05MD279- 080	Maynard 60 w/Stand s/n 378700			900.00
4	AB6450- TEC	Data Cart: ST600 30/60 MB 60		20.00	80.00
1	400097	Standby-UPS 500 Watt s/n 1846			430.00
1	222531	Advanced Netware V2.15 5.25			2,070.00
4	SL0500	Software Setup		90.00	360.00
1	012007	Math Coprocessor 80287-10 PS2-50			240.00
2	ASP3DIS	Surge Suppressor: Curtis SAF		20.00	40.00
1	E04090	Shipping			142.00
TOTAL					13,650.00

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

James Madison Financial Corporation

By: *[Signature]*

Title: *[Signature]*

Lessee:

General Elevator Company, Inc.

By: *[Signature]*

Title: *[Signature]*

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

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) _____

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

SEE SCHEDULE "A" ATTACHED HERETO AND MADE AN INTEGRAL PART HEREOF.

LEASE # 90050C

Lessee is not authorized to dispose of leased equipment.

THIS IS A CONDITIONAL SALES CONTRACT AND NOT SUBJECT TO RECORDATION TAX.

EQUIPMENT IS LOCATED AT: 20 East Jackson Blvd.
Chicago, IL 60604

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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]
General Elevator Company, Inc.
(Signature of Debtor)
David A. Orosanta CPA MIS Director
Type or Print Above Name on Above Line

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

James Madison Financial Corporation

[Signature]
(Signature of Secured Party)
Jill A. Cross, AVP
Type or Print Above Signature on Above Line

Name and address of Assignee

RECORDING FEE 11.00
RECORDING COST \$04.10
02/10/90
JAMES SCHIFFER
34th CIR. CIRCUIT COURT

SCHEDULE "A"

This is attached to and becomes part of Lease Number 90050C
between the undersigned.

BOOK 559 PAGE 178

Quantity	Model Number	Description of Property	Unit	Amount
One (1)	015077	Deskpro 286E-40		\$ 2,535.00
One (1)	065098	1MB 16BIT MEM EXP Board, 286E		525.00
One (1)	065000	QPC Parallel/Serial Board		110.00
One (1)	011006	*(2)MOD 30 286, 1MB, 1.44DD		1,535.00
Two (2)	030844	Color Display 12in (8513)	ea.590.00	1,180.00
Four (4)	07MD361806	Lancard/A	ea. 85.00	340.00
One (1)	205053	EA(1) DOS+BASIC 3.3,5.25		88.00
One (1)	071338	Smartmodem 2400 EXT		365.00
One (1)	22MD272708	Close-up Customer Terminal 3		145.00
One (1)	05MD279080	Maynard 60 w/STND		900.00
Four (4)	A86450TEC	Data Cart: ST600 30/60 MB	60 20.00 each	80.00
One (1)	400097	STDBY-UPS 500 WATT		430.00
One (1)	222531	ADV Netware V2.15 5.25		2,070.00
Four (4)	SL0500	Software Set Up	ea 90.00	360.00
One (1)	ASP3DIS	Surge Suppressor: Curtis SAF		20.00
One (1)	055270	Expansion Unit PTIII/PT386		145.00
			TOTAL	\$ 10,828.00

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR:

James Madison Financial Corporation

By: [Signature]

LESSEE:

General Elevator Company, Inc.

By: [Signature]

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281701

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 6872

Name Severna Park Shell Corporation

Address 505 Ritchie Highway, 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)

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

Equipment location: 345 Hospital Drive
Glen Burnie, MD 2106



RECORD FEE 11.00

SEARCH FEE .50

RECORDING LOAD NO# 110144

CHECK THE LINES WHICH APPLY

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

08/10/90

H. LYLE HANFELK

AS CO. CLERK

(If 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)

X Th. S. Mann
(Signature of Debtor)

X M. G. Mann
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
(Signature of Secured Party)

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

11-50

DESCRIPTION OF EQUIPMENT

- One (1) Television Security System including:
- One (1) Sanyo Recorder, S/N: TLS 03150423
- One (1) 12" Sanyo Monitor, S/N: 80309291
- Two (2) Panasonic Cameras, S/N: 04B02985, 96B2514
- Two (2) Lenses 2.8 and 4.8
- Two (2) Mounts
- One (1) Hardware Set
- One (1) 24V Power Supply
- One (1) Splitter, S/N: 200783

including all attachments, accessories and replacements.

Severna Park Shell Corporation
Type Full Legal Company Name

<u>Donald S. Mann</u>	Print Name	Signature	Print Name
<u>X President</u>	Title		Title
<u>August 3, 1990</u>	Date	<u>August 3, 1990</u>	Date

PARTIES

Debtor name (last name first if individual) and mailing address:
ROSCOE W. CARPENTER
11N BRUCE STREET
LAUREL MD 20707 1

Debtor name (last name first if individual) and mailing address:
NORMA P. CARPENTER
11N BRUCE STREET
LAUREL MD 20707 1a

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
EASTERN HOMES, INC.
8291 WASHINGTON BLVD.
JESSUP MD 20794 2

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

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

SECURED PARTY SIGNATURE(S)

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

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

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

EASTERN HOMES, INC.

[Handwritten signature]

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

281702

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

BOOK 559 PAGE 181

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

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

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:
1990 COLONY
28 X 60 SERIAL# S001090AB 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):

DEBTOR SIGNATURE(S)

Debtor Signature(s):
ROSCOE W. CARPENTER *Roscoe W. Carpenter* 1

NORMA P. CARPENTER *Norma P. Carpenter* 1a

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

12

PARTIES

Debtor name (last name first if individual) and mailing address:
JOSEPH E. OWENS
5208 SANDS RD BOX 60
LOTHIAN MD 20711 1

Debtor name (last name first if individual) and mailing address:
SHIRLEY OWENS
5208 SANDS RD BOX 60
LOTHIAN MD 20711 1a

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
CHESAPEAKE MH OF LAUREL, MD
10039 N. SECOND AVENUE
LAUREL MD 20707 2

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

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

SECURED PARTY SIGNATURE(S)

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

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

CHESAPEAKE MH OF LAUREL, MD
Diana R. Rubenstein, Agent 4

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

Filing No. (stamped by filing officer): **281703** Date, Time, Filing Office (stamped by filing officer):

BOOK **559** PAGE **182**

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

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

COLLATERAL

Identify collateral by item and/or type:
1990 HOLLY PARK HOMES **FOREST RIDGE**
14 X 70 SERIAL# 12403 **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: **5208 Sands Rd.**
Described at: Book **2932** of (check one) Deeds Mortgages, at Page(s) **751**
for **Anne Arundel** County, Uniform Parcel Identifier **H. LAMM SCHULTZ**
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record): **ANN ARUNDEL COUNTY** 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
JOSEPH E. OWENS *Joseph E Owens* 1
SHIRLEY OWENS *Shirley O. Owens* 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:
JOHN S. LAMBDEN
7959 TELEGRAPH RD. LOT #127
SEVERN MD 21144 1

Debtor name (last name first if individual) and mailing address:
7959 TELEGRAPH RD. LOT #127
SEVERN MD 21144 1a

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
CHESAPEAKE MH OF LAUREL, MD
10039 N. SECOND AVENUE
LAUREL MD 20707 2

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

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

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

Secured Party Signature(s)
(required only if box(es) is checked above):
CHESAPEAKE MH OF LAUREL, MD
Sara Kopalka-agent
4

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

Filing No. (stamped by filing officer): **281704**
Date, Time, Filing Office (stamped by filing officer):
BOOK 559 PAGE 183
5

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

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

COLLATERAL
Identify collateral by item and/or type:
1987 LIBERTY HOMES, INC.
14 X 70 SERIAL# 08-L-59128 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: **RENTAL FILE 11.00**
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): **08/10/90**
10

DEBTOR SIGNATURE(S)
Debtor Signature(s):
JOHN S. LAMBDEN X *John S. Lambden*
1
1a
1b 11

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

AMENDMENT OF FINANCING STATEMENT

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

<p>1. DEBTOR and Address (Last Name First) NATIONAL BUSINESS ARCHIVES, INC. 815 Central Avenue Linthicum, Maryland 21090</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND P.O. Box 1077 Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Commercial Loan Department</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO: Wendy J. Viessman Hogan & Hartson 111 South Calvert Street Baltimore, Maryland 21202</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 271155 Date December 23, 19 87
 Record Reference Book 521, Page 171

6. Item No. 1 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

The following are additional addresses of Debtor:

- 8200 Preston Court, Suite One
 Jessup, Maryland 20794
- 8230 Patuxent Range Road
 Jessup, Maryland 20794

RECORD FEE 10.00
 POSTAGE .50
 HT21200 CTTT R03 T1345
 05/10/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Item No. 5 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Debtor hereby affirms under oath that additional indebtedness in the principal amount of \$1,250,000.00 has been incurred which is secured by the security interest granted to Secured Party in the property described in the referenced Financing Statement. As computed in the attached Recordation Tax Calculation Statement, \$870,726.50 of such indebtedness is taxable.

Dated this 31st day of July, 19 90

DEBTOR:
 NATIONAL BUSINESS ARCHIVES, INC.
 By: [Signature]
 James F. Knott, President (Title)
 (Print or type name and title of person signing)

SECURED PARTY:
 SIGNET BANK/MARYLAND
 By: [Signature]
 Mark C. Rogers (Title)
 Vice President
 (Print or type name and title of person signing)

1050

On this 2nd day of August, 1990, Recordation Tax in the amount of \$3,832.40 was paid to the Clerk of the Circuit Court for Howard County.

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

[Signature]
 Wendy J. Viessman

RECORDATION TAX CALCULATION

TO: Clerk of the Circuit Court for Howard County

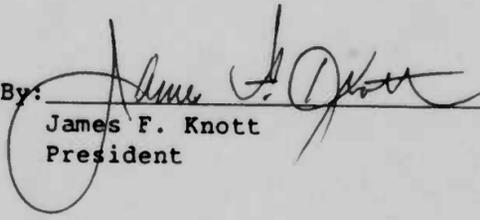
Value of equipment, other non-exempt property	\$1,304,000.00	
		x \$1,250,000.00 = \$870,726.50
Total value of all collateral	\$1,872,000.00	

Amount not exempt from tax = \$870,726.50

Tax Due = \$3,832.40

NATIONAL BUSINESS ARCHIVES, INC. (Debtor)

Date: July 31, 1990

By: 
James F. Knott
President

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR/
LESSEE Danis Industries
(Name or Names—Last Name First)
11901 Bowman Rd., Suite 101 Fredericksburg, VA 22401
(Address)

2. SECURED PARTY/
LESSOR McClung-Logan Equipment Co., Inc.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE
OF SECURED PARTY:

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

1-Kato 700 SELV Excavator S/N 5230W
w/ TF 150 Breaker S/N 157

Jobsite: Rts 50 & 70 Annapolis, MD

RECORD FEE 11.00
POSTAGE .50
BALANCE DUE R04 114437
08/16/90
H. ERLE SCHAFER
BAL MD CIRCUIT COURT

5. Proceeds of collateral are covered hereunder: YES NO

6. Products of collateral are covered hereunder: YES NO

7. This transaction is exempt from the Recordation Tax.

State Corporation Commission - VA Clerk, Circuit Court for Spotsylvania, VA
Clerk, Circuit Court for Anne Arundel County

8. Filed with: Maryland Department of Assessments & Taxation

9. RETURN TO:

Dated this 3rd day of August, 19 90

DEBTOR:/LESSEE:

Danis Industries

SECURED PARTY:/LESSOR:

McCLUNG-LOGAN EQUIPMENT CO., INC.

By: Michael J. Manke, Equipment Supt.
(Title)

By: Thomas B. Logan, President
(Title)

Michael J. Manke, Equipment Supt.

Thomas B. Logan, President

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

1150

BOOK 559 PAGE 187

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is *Not* Fixtures or Crops)

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

- 1. DEBTOR/
LESSEE Danis Industries
(Name or Names—Last Name First)
11901 Bowman Rd., Suite 101 Fredericksburg, VA 22401
(Address)
- 2. SECURED PARTY/
LESSOR McClung-Logan Equipment Co., Inc.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)
- 3. ASSIGNEE
OF SECURED PARTY:

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

1-Kato 700 SELV Excavator S/N 5230W
w/ TF 150 Breaker S/N 157

Jobsite: Rts 50 & 70 Annapolis, MD

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.
State Corporation Commission - VA Clerk, Circuit Court for Spotsylvania, VA
- 8. Filed with: Clerk, Circuit Court for Anne Arundel County
Maryland Department of Assessments & Taxation
- 9. RETURN TO:

Dated this 3rd day of August, 19 90

DEBTOR:/LESSEE: Danis Industries SECURED PARTY:/LESSOR: McCLUNG-LOGAN EQUIPMENT CO., INC.

By Michael J. Manke, Equipment Supt. (Title) By: Thomas B. Logan, President (Title)

Michael J. Manke, Equipment Supt. Thomas B. Logan, President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

COPY

BOOK 559 PAGE 188

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278867

RECORDED IN LIBER 547 FOLIO 142 ON 10/13/89 (DATE)

1. DEBTOR

Name Ferguson Trenching Co., Inc.

Address 123 Revell Hwy. Annapolis, MD 21401

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.

Address 4601 Washington Blvd.

Baltimore, Maryland 21227

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>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>

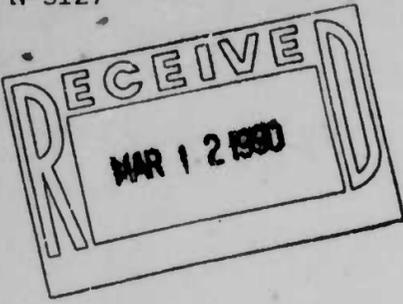
RECORD FEE 10.00
RECORD 50
#388760 00-0 894 T1437
08/10/90
H. ERLE SCHAFER
99 CO. CIRCUIT COURT

Dated 8/6/90

Thomas B. Logan
(Signature of Secured Party)

Thomas B. Logan, President
Type or Print Above Name on Above Line

10/50



278867
BOOK 547 PAGE 142

BOOK 559 PAGE 189

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

- 1. DEBTOR: Ferguson Trenching Co., Inc.
(Name or Names—Last Name First)
123 Revell Hwy., Annapolis, MD 21401
(Address)
- 2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-Mihcigan L-70 Loader S/N 60633
w/ 2.25 CY Bucket & Edge
60" Carrier & (2) 48" Tines

RECORD FEE
 POSTAGE
 #431090 0111 RUS 11427
 10/13/87
 H. ERLE SCHAFER
 AA CO. CIRCUIT CLERK

Jobsite: White Rock Sub Station
Howard County

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel County
Maryland Department of Assessments and Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 28th day of Sept, 19 89

DEBTOR:	SECURED PARTY:
<u>Ferguson Trenching Co., Inc.</u>	<u>McCLUNG-LOGAN EQUIPMENT CO., INC.</u>
By: <u>Stanley R. Bergins</u> (Title)	By: <u>Thomas B. Logan, President</u> (Title)

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

COPY 1/5

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278748

RECORDED IN LIBER 546 FOLIO 476 ON 10/4/89 (DATE)

1. DEBTOR

Name Geobase Inc.
Address P.O. Box 3330 Crofton, MD 21114

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.
Address 4601 Washington Blvd.
Baltimore, Maryland 21227

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>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>

RECORDED FEE 10.00
 POSTAGE .50
 2-28770 DT-0 R04 T1413B
 08/10/90

H. ERLE SCHAFER
AA CIV. CIRCUIT COURT

10/15/90

Dated 8/6/90

[Signature]
(Signature of Secured Party)
Thomas B. Logan, President
Type or Print Above Name on Above Line

COPY

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: Geobase, Inc.
(Name or Names—Last Name First)
P.O. Box 3330, Crofton, MD 21114
(Address)

2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-Rex 848B Roller
S/N 8BHX1000

TW
RECORD FEE 11.00
POSTAGE .50
#470270 C777 R03 109:55
10/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel County
Maryland Department of Assessments and Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

✓ Dated this 5th day of AUGUST, 1989

DEBTOR: Geobase Inc. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.

✓ By: John H. Baker (Title) President By: Thomas B. Logan, Jr. (Title) Thomas B. Logan, President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

COPY

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 559 PAGE 192 281706
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. \$ 5,710.00

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

RECORDATION TAX (\$42.00) PAID TO ANNE ARUNDEL COUNTY
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

C41 05718-3

1. DEBTOR

Name STOP ENTERPRISES INC.
Address 7200 RITCHIE HWY.
GLEN BURNIE, MD 21061

2. SECURED PARTY

Name ORIX CREDIT ALLIANCE, INC.
Address 100 DUTCH HILL RD. #124
ORANGEBURG, NY 10962

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

3. Maturity date of obligation (if any) _____

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

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.

Name and address of Assignee

RECORDED FILE 15.00
RECORDATION TAX 42.00
FILING FEE 5.00
FINANCING STATEMENT FILING FEE 11.00
08/10/90
H. EMIL SCHMIDT

CHECK THE LINES WHICH APPLY

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

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

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

13
4250

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

ORIX CREDIT ALLIANCE, INC. (the "LESSOR")

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021

Telephone ~~212-363-1188~~ 3600

~~100 Dutch Hill Rd., Suite 124, Orangeburg, N.Y. 10962~~

LEASE NO. **6-1373**

641-05718-3

PAGE **1-3**

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Stop Enterprises Inc. T/A 8th. Ave Crown
7200 Ritchie Hwy.
Glen Burnie, Md 21061

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

Businessmatch Security Corp.
1100 E. Hector Street Suite 190
Conshohocken, Pa 19380

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.

EQUIPMENT LEASED	3	HEI 2/3 Vidicon Camera
	1	HEI MCS 5000 12" B/W Monitor
	1	Standard 8tr. VHS Recorder
	1	Outside Housing

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY: COUNTY: STATE:

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 199.00	36	\$ 7164.00	36	\$ 597.00	\$
(PLUS SALES TAX, IF APPLICABLE)		(PLUS SALES TAX IF APPLICABLE)	MONTHS	(EXCLUSIVE OF ANY SALES TAX)	PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or _____ whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.
- Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

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

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease. THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: _____

DATE EXECUTED BY LESSEE: **7-12/90**

DATE: _____

LESSEE: **Stop Enterprises Inc. T/A 8th Ave. Crown**

LESSOR: **ORIX CREDIT ALLIANCE, INC**

BY: _____ FULL LEGAL NAME

BY: **Patricia Kolar**

BY: _____ AUTHORIZED SIGNATURE TITLE

BY: _____ VICE PRESIDENT

BY: _____ AUTHORIZED SIGNATURE TITLE

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 _____

~~STATE COMMISSION~~
~~ANNAPOLIS COUNTY CIRCUIT COURT~~
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS
ANNAPOLIS COUNTY CIRCUIT COURT, STATE OF MARYLAND

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

270010

Index numbers of subsequent statements (For office use only)

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

Tire Engineering, Inc.
169 Defense Highway
Annapolis, Maryland 21401

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

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

Name & address of Secured Party
Chesapeake Financial Corporation
6 South 5th Street
Richmond, Virginia 23219

Name & address of Assignee
Flagship Financial Corporation
8315 Lee Davis Road
Mechanicsville, Virginia 23111

Date of maturity if less than five years

Check if proceeds of collateral are covered (XX)

Description of collateral covered by original financing statement
See Exhibit A Attached

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

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Chesapeake Financial Corporation

By: *[Signature]* Pres.
Signature of Secured Party if applicable (Date) DATE
6-28-90

OFFICER COPY

Revised 7-1-82

RECORDS FOR RECORD
CIRCUIT COURT, A. A. COUNTY
1990 AUG 13 AM 11:23
H. ERIC SCHAFER
CLERK

EXHIBIT A

"Collateral" shall mean all of the Receivables, as hereinafter defined, payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by Borrower; all other obligations or indebtedness owed to Borrower from whatever source arising; all rights of Borrower to receive any payment in money or kind; all Inventory, as hereinafter defined; all Personal Property as hereinafter defined; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all reserves, balances, deposits and property of Borrower coming into the possession of Lender; all of Borrower's rights as an unpaid seller, including stoppage in transit, detinue and reclamation; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all books of account and documents related thereto; copyrights, trademarks, trade names, good will, trade secrets and patents now owned or hereafter acquired by Borrower; all customer lists and other documents containing the names, addresses and other information regarding Borrower's customers, subscribers or those to whom Borrower provides any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above; all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items.

"Receivables" means, but is not limited to, all receivables billed under any tradename or style Borrower chooses to use from time to time in the ordinary course of business, all accounts, contract rights, checks, notes, drafts, acceptances, instruments, chattel paper, rental receivables, installment payment obligations, general intangibles, and all other obligations for the payment of money created by Borrower or acquired by Borrower from others, all cash and non-cash proceeds thereof, and contracts, documents, invoices and other instruments evidencing the same, all security therefor, guarantees, and all of Borrower's rights to any property sold or leased which is represented thereby, whether or not such Receivables are specifically assigned, which Receivables are created or otherwise arise out of the sale of merchandise or the rendering of services by Borrower. "Receivables" shall include all items described herein whether in the name of Borrower or any trade name or style Borrower chooses to use from time to time in the ordinary course of business.

"Inventory" means all Borrower's inventory, as defined in the Uniform Commercial Code, and all forms of merchandise in which Borrower may have an interest, whether or not specifically pledged or consigned, including but not limited to, all finished and unfinished merchandise, work in process, materials and supplies of every nature used or usable in connection with the manufacture, packing, shipping, advertising or sale of such merchandise, all such items in transit or in Borrower's constructive, actual or exclusive possession or not, or held by Borrower or others for Borrower's account and wherever the same may be located, including but not limited to, inventory which may be upon the premises of any carriers, forwarding agents, warehousemen, vendors, finishers or processors or other third parties who may have possession of such items, and all documents of title relating to such items, the cash and non-cash proceeds thereof, including but not limited to proceeds realized from the sale of such items and insurance proceeds.

"Personal Property" means all goods including, without limitation, the furniture, furnishings, fixtures, machinery, tools and equipment of every kind and description, now or hereafter owned by the Borrower in which the Borrower may now have or hereafter acquire any interest, including, but not limited to, all Personal Property as hereinabove defined located at — 169 Defense Highway, Annapolis Maryland 21401.

RETURN TO:
HILLMAN, BROWN & DARROW
221 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD. 21401

BOOK 559 PAGE 198

HBD
7200.79

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 492 Page No. 75
Identification No. 259352 Dated 11/25/85

1. Debtor(s) { St. James Construction Co., Inc.
Name or Names — Print or Type
P.O. Box 611, Severna Park, Maryland 21146
Address — Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
P.O. Box 1596, Baltimore, 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
8916710 0315 A01 11:32
08/17/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



Dated: July 27, 1990

THE FIRST NATIONAL BANK OF MARYLAND
(Name of Secured Party)

Patricia A. Brian
(Signature of Secured Party)

Patricia A. Brian, Vice President
Type or Print (Include Title if Company)

BS-1216D-8406

10
0

RETURN TO:
HILLMAN, BROWN & DARROW
221 DUKE OF GLOUCESTER ST
ANNAPOLIS, MD. 21401

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING
FILE NO. 2670068

RECORDED IN BOOK 510 PAGE 598 ON APRIL 16, 1987.

1. DEBTOR

NAME: SOUTH RIVER LANDING, INC.

ADDRESS: 2661 RIVA ROAD, SUITE 420

ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

NAME: HOME FEDERAL SAVINGS BANK

ADDRESS: 122-128 WEST WASHINGTON STREET

HAGERSTOWN, MARYLAND 21740

MATURITY DATE OF OBLIGATION (IF ANY) _____

CHECK FORM OF STATEMENT

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

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

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

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

RECORD FEE 10.00

POSTAGE .50

HP16689 0145 R01 11:29



11/90

UNIT 220 AS SHOWN ON THAT CERTAIN PLAT OF "SECTION I AND II,
SOUTH RIVER LANDING CONDOMINIUM," WHICH PLAT IS RECORDED
AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN
CONDOMINIUM PLAT BOOK E-30, PAGES 41 AND 42.

(Signature of Debtor)

Thomas B Frame
(Signature of Secured Party)

Printed Name

THOMAS B. FRAME
Type or print above name on
above line

Date June 19, 1990

srl.ucc

10
55

RETURN TO:
HILLMAN, BROWN & DARROW
221 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD 21401

A:MN460302.FIS
0960:L
07/25/90

281707

INDEMNITY
FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL Co.

RECORD FEE 102.00
POSTAGE .50
HRS 9:00 (237) R02 112145
08/13/90
H. ERLE SCHAFER
MD CO. CIRCUIT COURT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code. No recordation tax is payable in connection with the recordation of this Financing Statement.

1. NAMES AND ADDRESSES
OF INDEMNITORS:

ALBERT KISHTER
17 South Charles Street
5th Floor
Baltimore, Maryland 21201

FANNIE B. KISHTER
17 South Charles Street
5th Floor
Baltimore, Maryland 21201

LEONARD J. ATTMAN
7779 New York Lane
Glen Burnie, Maryland 21061

PHYLLIS ATTMAN
7779 New York Lane
Glen Burnie, Maryland 21061

LOWELL R. GLAZER
7779 New York Lane
Glen Burnie, Maryland 21061

HARRIET L. GLAZER
7779 New York Lane
Glen Burnie, Maryland 21061

ATTMAN CONSTRUCTION CO.,
INC.
7779 New York Lane
Glen Burnie, Maryland 21061

LABYRINTH REALTY, INC.
7779 New York Lane
Glen Burnie, Maryland 21061

HARLOW REALTY, INC.
7779 New York Lane
Glen Burnie, Maryland 21061

107⁰⁰
30

JACOB REALTY, INC.
7779 New York Lane
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS
OF SECURED PARTY:

MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attn: Real Estate Industries
Group

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

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Indemnitor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer 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 of even date hereof (the "Deed of Trust") executed by the Indemnitor for the benefit of Margaret D. Kirmil and James W. Dodson, 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.

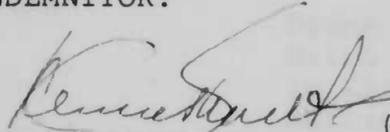
(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental 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.

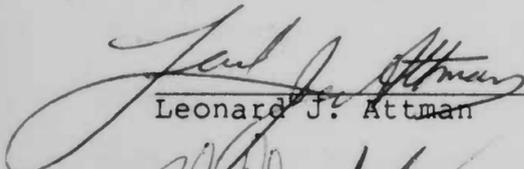
5. The Indemnitor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Indemnitor.

INDEMNITOR:

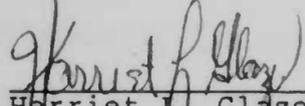
 (SEAL)
Albert Kishter

 (SEAL)
Fannie B. Kishter

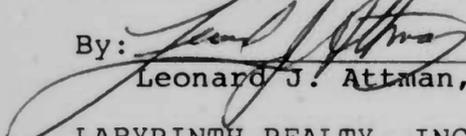
 (SEAL)
Leonard J. Attman

 (SEAL)
Phyllis Attman

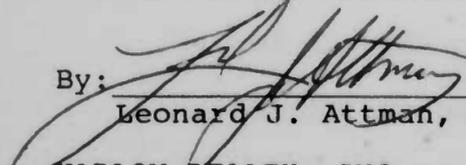
 (SEAL)
Lowell R. Glazer

 (SEAL)
Harriet L. Glazer

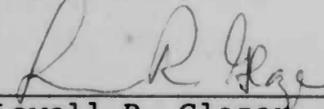
ATTMAN CONSTRUCTION CO., INC.

By:  (SEAL)
Leonard J. Attman, President

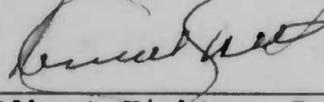
LABYRINTH REALTY, INC.

By:  (SEAL)
Leonard J. Attman, President

HARLOW REALTY, INC.

By:  (SEAL)
Lowell R. Glazer, President

JACOB REALTY, INC.

By:  (SEAL)
Albert Kishter, President

JB/bmk
07/27/90
FOXCHASE

OUTLINE DESCRIPTION OF LEONARD J. ATTMAN, ET. AL. PROPERTY
TAX MAP 16 BLOCK 14 PARCEL 193
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for said outline at the end of the Seventh (7th) or North 65 degrees, 05 minutes, 30 seconds West 1316.16 feet line of the Second (2nd) Parcel of those two (2) parcels of land which by deed dated March 25, 1971, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2395 at Folio 454, were granted and conveyed by Fran Realty, Inc., Et. Al., to Leonard J. Attman, Et. Al., running thence with and binding on said outline, being also the division line between the parcel now being described and a subdivision plat entitled "Elvaton Heights, Section 2", recorded among the A. A. County Plat Records in Plat Book 19, Page 32, Plat No. 814, and referring the courses of the description contained herein to the MARYLAND STATE GRID MERIDIAN,

1. North 14 degrees, 18 minutes, 08 seconds West 183.00 feet, thence leaving the outline of Elvaton Heights, Section 2, and running with and binding on the division line between the parcel now being described and four (4) subdivision plats entitled "Fox Chase, Phase One", Plats 3 through 5, recorded among the aforementioned plat records in Plat Book 81, Pages 28, 29, and 30, Plat Nos. 4253, 4254, and 4255, and "Fox Chase, Phase Two", Plat 3 of 3, recorded among the aforementioned Plat Records in Plat Book 84, Page 40, Plat No. 4415, the following twenty-seven (27) courses and distances,
2. South 79 degrees, 39 minutes, 05 seconds East 25.06 feet,
3. South 36 degrees, 52 minutes, 12 seconds East 20.00 feet,

Fox Chase

Page 2

July 27, 1990

4. South 68 Degrees, 11 minutes, 55 seconds East 21.54 feet,
5. North 90 degrees, 00 minutes, 00 seconds East 20.00 feet,
6. North 40 degrees, 36 minutes, 05 seconds East 36.88 feet,
7. North 31 degrees, 44 minutes, 28 seconds East 152.08 feet,
8. North 44 degrees, 56 minutes, 11 seconds East 180.00 feet,
9. North 45 degrees, 03 minutes, 49 seconds West 39.03 feet,
10. North 49 degrees, 01 minutes, 56 seconds East 151.15 feet,
11. North 40 degrees, 22 minutes, 59 seconds East 161.46 feet,
12. North 29 degrees, 32 minutes, 14 seconds East 92.74 feet,
13. 9.80 feet along the arc of a curve to the left, having a radius of 1000.36 feet, and being subtended by a chord of South 65 degrees, 51 minutes, 30 seconds East 9.80 feet,
14. North 23 degrees, 51 minutes, 40 seconds East 50.00 feet,
15. North 13 degrees, 58 minutes, 16 seconds East 163.36 feet,
16. North 35 degrees, 29 minutes, 51 seconds East 95.96 feet,
17. North 36 degrees, 59 minutes, 49 seconds East 95.95 feet,
18. North 53 degrees, 23 minutes, 42 seconds East 75.08 feet,
19. North 89 degrees, 47 minutes, 49 seconds East 85.28 feet,
20. South 86 degrees, 10 minutes, 33 seconds East 120.00 feet,
21. South 15 degrees, 34 minutes, 10 seconds East 100.00 feet,
22. North 82 degrees, 00 minutes, 52 seconds East 70.00 feet,
23. North 03 degrees, 49 minutes, 26 seconds East 80.00 feet,
24. South 86 degrees, 10 minutes, 34 seconds East 38.28 feet,
25. North 03 degrees, 49 minutes, 26 seconds East 180.00 feet,

Fox Chase

Page 3

July 27, 1990

26. South 86 degrees, 10 minutes, 34 seconds East 36.72 feet,
27. North 03 degrees, 49 minutes, 26 seconds East 100.00 feet,
and
28. South 86 degrees, 10 minutes, 34 seconds East 215.00 feet to
a point on the division line between the parcel now being
described and the property of Southgate Apartment Co. Joint
Venture, recorded among the Land Records of Anne Arundel
County, Maryland in Liber W.G.L. 2867 at Folio 706, thence
running with and binding on said division line, the division
line between the parcel now being described and the property
of Attman Construction Co., Inc., recorded in Liber 3797 at
Folio 611, and the division line between the parcel now being
described and the property of Robert L. Pumphrey, recorded in
Liber 2313 at Folio 54,
29. South 03 degrees, 49 minutes 26 seconds West 1879.69 feet,
and
30. North 69 degrees, 15 minutes, 17 seconds West 1316.28 feet to
the point of BEGINNING,

CONTAINING 1,462,957 square feet or 33.585 Acres of land, more or
less.

Fox Chase

Page 4

July 27, 1990

BEING part of those parcels of land which by deed dated March 25, 1971, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2395 at Folio 454, were granted and conveyed by Fran Realty, Inc., Et. Al., to Albert Kishter, Et. Al., and part of that parcel of land which by deed dated July 15, 1974, and recorded among the aforementioned land records in Liber 2694 at Folio 472, was granted and conveyed by J. Phelps Hand, Jr., Et. Al., to Albert A. Kishter, Et. Al.

FOXCHASE IV
DESCRIPTION OF PROPERTY OF
LABYRINTH REALTY, INC., HARLOW REALTY, INC.
AND JACOB REALTY, INC
SITUATE IN THE THIRD DISTRICT
OF ANNE ARUNDEL COUNTY, MARYLAND

ETS/slm
0189025c
07/27/90

Parcel 1

BEGINNING for the same at a point in the southwesterly Right-of-way Line of Maryland Route No. 100, as shown on State Roads Commission of Maryland Plat No. 31969, and being at the end of the sixth line of the first parcel of land described in the conveyance from Fran Realty Inc., Phyllis Realty Inc., and Harriet Realty Inc. to Albert A. Kishter and Fannie B. Kishter, his wife, Leonard J. Attman and Phyllis Attman, his wife, and Lowell R. Glazer and Harriet L. Glazer, his wife, by deed dated March 25, 1971, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2395, folio 454, thence binding on a part of the outline thereof and binding on the southwesterly Right-of-Way Line of Maryland Route No. 100 and referring the courses of this description to the Maryland State Grid Meridian; as defined by the North American Datum of 1927

- (1) South 65 degrees 37 minutes 42 seconds East 263.27 feet
- (2) North 83 degrees 24 minutes 32 seconds East 81.63 feet
- (3) South 65 degrees 37 minutes 42 seconds East 50.00 feet
- (4) South 56 degrees 48 minutes 56 seconds East 130.54 feet
- (5) South 65 degrees 37 minutes 42 seconds East 473.87 feet
- (6) South 63 degrees 40 minutes 56 seconds East 147.21 feet

Foxchase IV, cont.

- (7) South 65 degrees 37 minutes 42 seconds East 250.00 feet
- (8) South 62 degrees 11 minutes 41 seconds East 100.18 feet
- (9) South 65 degrees 37 minutes 42 seconds East 300.00 feet
- (10) South 66 degrees 57 minutes 54 seconds East 228.34 feet

as now surveyed

(11) South 62 degrees 21 minutes 42 seconds West 1495.78 feet leaving said right-of-way and binding on the Recreational Area Parcel as shown on Plat Number 1, Section 1, Southgate Village recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book Number 58, page 10

- (12) North 67 degrees 16 minutes 12 seconds West 41.83 feet
- (13) North 49 degrees 26 minutes 41 seconds West 18.44 feet
- (14) North 37 degrees 33 minutes 55 seconds West 35.30 feet
- (15) North 44 degrees 12 minutes 57 seconds West 97.59 feet
- (16) North 64 degrees 44 minutes 41 seconds West 30.42 feet
- (17) South 88 degrees 00 minutes 45 seconds West 59.03 feet
- (18) South 64 degrees 00 minutes 42 seconds West 20.57 feet
- (19) South 47 degrees 54 minutes 17 seconds West 34.34 feet
- (20) South 20 degrees 05 minutes 25 seconds West 47.93 feet
- (21) South 02 degrees 20 minutes 12 seconds East 75.06 feet
- (22) South 09 degrees 11 minutes 02 seconds West 40.53 feet
- (23) North 60 degrees 50 minutes 55 seconds West 38.95 feet
- (24) North 46 degrees 19 minutes 09 seconds West 31.83 feet
- (25) North 79 degrees 50 minutes 32 seconds West 25.40 feet
- (26) South 84 degrees 33 minutes 00 seconds West 111.50 feet

Foxchase IV, cont.

BOOK 559 PAGE 211

(27) North 81 degrees 57 minutes 35 seconds West 92.42 feet
(28) North 58 degrees 10 minutes 48 seconds West 43.57 feet
(29) North 79 degrees 53 minutes 31 seconds West 34.03 feet
(30) North 58 degrees 40 minutes 57 seconds West 31.65 feet to intersect the rear line of Lot No. 86, as shown on the plat entitled "Resubdivision, Part of Section 3 and Part of Section 4, The Highlands" recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 34, Page 45, thence binding on the rear lines of Lots Nos 86 through 77 as shown on said plat, and the rear lines of Lots Nos. 39 through 34, and crossing one-half of an existing fifteen feet wide sanitary sewer right-of-way as shown on the plat entitled "Sections 3, The Highlands" recorded among the aforesaid Plat Records in Plat Book 33, Page 19

- (31) North 27 degrees 22 minutes 06 seconds West 42.87 feet
(32) North 10 degrees 33 minutes 29 seconds West 53.30 feet
(33) North 08 degrees 09 minutes 14 seconds East 54.81 feet
(34) North 17 degrees 16 minutes 18 seconds East 105.32 feet
(35) North 40 degrees 50 minutes 35 seconds East 81.21 feet
(36) North 23 degrees 56 minutes 14 seconds East 75.71 feet
(37) North 04 degrees 50 minutes 04 seconds East 163.87 feet
(38) North 21 degrees 11 minutes 10 seconds West 198.25 feet
(39) North 42 degrees 53 minutes 41 seconds West 37.23 feet
(40) North 51 degrees 59 minutes 08 seconds East 39.55 feet
(41) North 30 degrees 08 minutes 21 seconds East 106.66 feet
(42) North 09 degrees 38 minutes 51 seconds East 66.00 feet

(43) North 26 degrees 16 minutes 51 seconds West 74.71 feet

(44) North 52 degrees 47 minutes 38 seconds West 137.02 feet to the center of the said existing fifteen feet wide sanitary sewer right-of-way, thence binding thereon

(45) North 37 degrees 12 minutes 14 seconds East 100.10 feet to a point of curvature, thence binding on a curve to the right

(46) Having a radius of 100.00 feet, a length of arc of 93.24 and being subtended by a chord having a bearing of North 63 degrees 55 minutes 09 seconds east and distance of 89.90 feet to a point of tangency, thence

(47) South 89 degrees 22 minutes 15 seconds East 178.08 feet, and

(48) North 52 degrees 54 minutes 51 seconds East 50.83 feet to intersect the fourth line of first parcel of land above mentioned from Fran Realty Inc., Phyllis Realty Inc., and Harriet Realty Inc., to Albert A. Kishter and Fannie B. Kishter, his wife, Leonard J. Attman and Phyllis Attman, his wife, and Lowell R. Glazer and Harriet L. Galzer, his wife, thence, binding on the remainder of the said fourth line, the fifth line and sixth line thereof, the three following courses and distances, viz:

(49) North 67 degrees 03 minutes 07 seconds West 138.68 feet to an iron pipe found in a marsh, thence

(50) North 31 degrees 10 minutes 07 seconds West 141.45 to a point, where formerly stood a stone, thence

(51) North 30 degrees 13 minutes 49 seconds East 75.31 feet to

Foxchase IV, cont.

the point of beginning

BOOK 559 PAGE 213

CONTAINING 38.9065 acres of land more or less.

SUBJECT to two sanitary sewer lines that are constructed, existing and in public operation, serving Foxchase, Phase Two and The Highlands, Section Eleven, but easements for these sanitary sewer lines must be conveyed to Anne Arundel County.

BEING Comprised of parts of the following conveyances:

1. Parcel No. 3 and Parcel No. 5, described in a deed dated January 28, 1964, from Welsh Homes Incorporated, to Phyllis Realty Inc., Harriet Realty Inc., and Fran Realty Inc., and recorded among the Land Records of Anne Arundel County in Liber 1727, folio 514.

2. The first parcel described in a deed dated March 25, 1971, from Fran Realty, Inc., Phyllis Realty Inc., and Harriet Realty Inc., to Albert Kishter and Fannie B. Kishter, his wife, Leonard J. Attman and Phyllis Attman, his wife, and Lowell R Glazer and Harriet L. Glazer, his wife, and recorded among the Land Records of Anne Arundel County in Liber 2395, folio 454.

3. The parcel described in a deed dated July 15, 1974, from J. Phelps Hand, Jr., et al, to Albert A. Kishter and Fannie B. Kishter, his wife, Leonard J. Attman and Phyllis Attman, his wife, and Lowell R. Glazer and Harriet L. Glazer, his wife, and recorded among the Land Records of Anne Arundel County in Liber 2694, folio 472.

The said Phyllis Realty, Inc. is now known as Labyrinth Realty, Inc. by virtue of a merger dated September 11, 1980; The

Foxchase IV, cont.

BOOK 559 PAGE 214

said Harriet Realty, Inc. is now known as Harlow Realty, Inc. by virtue of a merger dated September 11, 1980; The said Fran Realty Inc is now known as Jacob Realty, Inc. by virtue of merger dated September 11, 1980.

Parcel 2

BEGINNING for the same at a point in the southwesterly Right-of-Way Line of Maryland Route No. 100, as shown on State Roads Commission of Maryland Plat NO. 25634, where it is intersected by the southeasterly side of the Baltimore Gas and Electric Company right-of-way, 120 feet wide, thence binding on the said southwesterly Right-of-Way Line of Maryland Route No. 100 and referring the courses of this description to the Maryland State Grid Meridian as defined by the North American Datum of 1927:

(1) South 65 degrees 37 minutes 42 seconds East 71.44 feet, thence leaving the said southwesterly Right-of-Way line and binding on the westerly outlines of Plat 2 of 3, Phase Two Fox Chase recorded in the Plat Records of Anne Arundel County, Maryland in Plat Book 84, page 39; Plat 5 of 5, Phase One, Fox Chase, recorded among the aforesaid Plat Records in Plat Book 81, page 30; and Plat 4 of 5, Phase One, Fox Chase, recorded among the aforesaid Plat Records in Plat Book 81, page 29

(2) South 26 degrees 01 minutes 32 seconds West 1380.48 feet to a point on the northeasterly side of Hospital Drive, eighty feet wide, thence binding on Hospital Drive, as shown on Plat 2 of 5, Phase One Fox Chase, recorded among the aforesaid Plat Records in

Foxchase IV, cont.

Plat Book 81, page 27, thence binding on a curve to the left

(3) Having a radius of 1362.01 feet, a length of arc of 38.95 feet and being subtended by a chord having a bearing of North 39 degrees 30 minutes 01 seconds West and a distance of 38.94 feet to a point of tangency, thence still binding on the said Hospital Drive

(4) North 40 degrees 18 minutes 53 seconds West 180.49 feet

(5) South 49 degrees 41 minutes 07 seconds 80.00 feet, thence leaving Hospital Drive and running on a truncation to Foxwell Road

(6) South 04 degrees 41 minutes 07 seconds West 35.36 feet, thence binding on the northwest side of Foxwell Road, sixty feet wide, as shown on the last mentioned plat the two following courses and distances, as now corrected:

(7) South 49 degrees 41 minutes 07 seconds West 67.14 feet to a point of curvature, thence binding on a curve to the left

(8) Having a radius of 602.95 feet, a length of arc of 293.91 feet and being subtended by a chord having a bearing of South 35 degrees 43 minutes 15 seconds West and a distance of 291.01 feet to a point of tangency, thence still binding on the northwest side of Foxwell Road, sixty feet wide, as shown on the last mentioned plat and the northwest side of Foxwell Road, sixty feet wide, as shown on the plat of the Highlands, Section Eleven, recorded among the aforesaid Plat Records in Plat Book 58, page 13, as now corrected

(9) South 21 degrees 45 minutes 22 seconds West 204.97 feet; thence leaving Foxwell Road and running on a truncation to Scotts

Foxchase IV, cont.

Manor Drive

BOOK 559 PAGE 216

(10) South 66 degrees 45 minutes 22 seconds West 35.36 feet to the northeasterly side of Scotts Manor Drive, thence binding on the northeasterly side of Scotts Manor Drive, sixty feet wide, as shown on the last mentioned plat, as now corrected

(11) North 68 degrees 14 minutes 38 seconds West 13.03 feet to a point of curvature, thence binding on a curve to the left

(12) Having a radius of 1030.00 feet, a length of arc of 276.65 feet and being subtended by a chord having a bearing of North 75 degrees 54 minutes 59 seconds West and a distance of 275.82 feet, thence leaving Scotts Manor Drive and running on a truncation to Cross Creek Drive

(13) North 40 degrees 29 minutes 15 seconds West 36.07 feet, thence binding on the easterly side of Cross Creek Drive, sixty feet wide, as shown on the last mentioned plat

(14) North 03 degrees 19 minutes 48 seconds East 198.51 feet to a point of curvature, thence binding on a curve to the left

(15) Having a radius of 410.00 feet, a length of arc of 117.00 feet and being subtended by a chord having a bearing of North 04 degrees 50 minutes 51 seconds West and a distance of 116.60 feet, thence leaving said Cross Creek Drive, and binding on the Recreation Area parcel shown on the last mentioned plat, the two following courses and distances:

(16) North 76 degrees 58 minutes 34 seconds East 80.00 feet

(17) North 02 degrees 48 minutes 59 seconds East 300.57 feet

Foxchase IV, cont.

and still binding on the said Recreation Area parcel, as now corrected

(18) North 27 degrees 35 minutes 44 seconds West 238.16 feet to intersect the southeasterly side of the Baltimore Gas and Electric Company right-of-way, 120 feet wide, thence binding thereon, as now surveyed

(19) North 62 degrees 21 minutes 42 seconds East 1574.25 feet to the point of beginning

CONTAINING 24.1455 acres of land more or less

SUBJECT to two sanitary sewer lines that are constructed, existing, and in public operation, serving Foxchase, Phase One and The Highlands, Section Eleven, but easements for these sanitary lines must be conveyed to Anne Arundel County.

Being comprised of parts of the following conveyances:

1. Parcel No. 4 and Parcel No. 6, described in a deed dated January 28, 1964, from Welsh Homes Incorporated, to Phyllis Realty Inc., Harriet Realty Inc., and Fran Realty Inc., and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1727, folio 514.

2. The second parcel described in a deed dated March 25, 1971, from Fran Realty Inc., Phyllis Realty Inc., and Harriet Realty Inc., to Albert Kishter and Fannie B. Kishter, his wife, Leonard J. Attman and Phyllis Attman, his wife, and Lowell R. Glazer and Harriet L. Glazer, his wife, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2395, folio 454.

Foxchase IV, cont.

3. The parcel described in a deed dated July 15, 1974, from J. Phelps Hand, Jr., et al, to Albert A. Kishter and Fannie B. Kishter, his wife, Leonard J. Attman and Phyllis Attman, his wife, and Lowell R. Glazer and Harriet L. Glazer, his wife, and recorded among the Land Records of Anne Arundel County in Liber 2694, folio 472.

4) The parcel described in a deed dated March 14, 1975 from Baltimore Gas and Electric Company, Grantor, and Bankers Trust Company, Trustee, to Albert A. Kishter and Fannie B. Kishter, his wife, Leonard J. Attman and Phyllis Attman, his wife, Lowell R. Glazer and Harriet L. Glazer, his wife and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2742, folio 263.

The said Phyllis Realty, Inc. is now known as Labyrinth Realty, Inc. by virtue of a merger dated September 11, 1980; The said Harriet Realty, Inc. is now known as Harlow Realty, Inc. by virtue of a merger dated September 11, 1980; The said Fran Realty Inc is now known as Jacob Realty, Inc. by virtue of merger dated September 11, 1980.

Parcel 3

BEGINNING for the same at a point on the southwesterly side of Hospital Drive, eighty feet wide, at the end of the South 26 degrees 02 minutes 53 seconds West 89.11 foot line as shown on Plat 2 of 5, Phase One, Fox Chase, recorded among the aforesaid Plat Records of Anne Arundel County, Maryland in Plat Book 81, Page 27,

Foxchase IV, cont.

BOOK 559 PAGE 219

thence continuing on a projection of the said line as shown on Plat 3 of 5, Phase One, Fox Chase, recorded among the Plat Records in Plat Book 81, Page 28, as now surveyed, and referring the courses of this description to the Maryland State Grid Meridian; as defined by the North American Datum of 1927

1) South 26 degrees 01 minutes 32 seconds West 333.21 feet thence binding on the North 53 degrees, 17 minutes 05 seconds West 279.09 foot line, as shown on the last mentioned plat as now surveyed

2) South 53 degrees 21 minutes 47 seconds East 278.00 feet to the end of the twelfth or South 56 degrees 26 minutes 50 seconds East 541.38 foot line of Parcel No. 4 described in the conveyance from Welsh Homes Incorporated to Phyllis Realty Inc., Harriet Realty Inc., and Fran Realty Inc., by deed dated January 28, 1964 and recorded among Land Records of Anne Arundel County in Liber 1727, Folio 514, said twelfth line is intended to be contiguous with the ninth or North 49 degrees 32 minutes 15 seconds West 744.11 foot line of the second parcel of land described in the conveyance from Fran Realty Inc., Phyllis Realty Inc., and Harriet Realty Inc. to Albert Kishter and Fannie B. Kishter, his wife, Leonard J. Attman and Phyllis Attman, his wife, and Lowell R. Glazer and Harriet L. Glazer, his wife, by deed dated March 25, 1971 and recorded among the aforesaid Land Records in Liber 2395, Folio 454, and the South 51 degrees 09 minutes East 541.91 foot line of Lot No. 37 as shown on the plat of Elvaton Heights, Section

Foxchase IV, cont.

BOOK 559 PAGE 220

No. 2, recorded among the aforesaid Plat Records in Plat Book 19, page 32, thence binding reversely on a part of the said twelfth line and a Recreation Area Parcel as shown on the plat of the Highlands, Section Eleven, recorded among the aforesaid Plat Records in Plat book 58, Page 13

3) North 56 degrees 24 minutes 56 seconds West 86.94 feet; thence leaving the said twelfth line and binding on the outlines of the unrecorded "Previously Dedicated Recreation Area", the six following courses and distances

4) South 03 degrees 02 minutes 33 seconds West 112.20 feet

5) North 81 degrees 30 minutes 00 seconds West 462.85 feet to the easterly side of Foxwell Road, 60 feet wide as shown on the said plat of The Highlands, Section Eleven, thence binding thereon

6) North 21 degrees 45 minutes 22 seconds East 172.05 feet thence leaving the said easterly side of Foxwell Road, and binding on a 100 Year Flood Plain the five following courses and distances:

7) South 40 degrees 12 minutes 41 seconds East 127.45 feet

8) North 48 degrees 57 minutes 16 seconds East 92.00 feet

9) North 55 degrees 22 minutes 16 seconds East 76.80 feet to intersect the said twelfth line, thence binding reversely on a part thereof

10) North 56 degrees 24 minutes 56 seconds West 100.53 feet, thence leaving said twelfth line

11) South 86 degrees 31 minutes 29 seconds West 109.08 feet

Foxchase IV, cont.

BOOK 559 PAGE 221

to intersect the easterly side of the said Foxwell Road as shown on the aforesaid Plat of Highlands, Section 11 and the aforesaid Plat 2 of 5, Phase One, Foxchase, thence binding thereon the three following courses and distances:

12) North 21 degrees 45 minutes 22 seconds East 112.13 feet to a point of curvature, thence binding on a curve to the right

13) Having a radius of 542.95 feet, a length of arc of 264.66 feet and being subtended by a chord having a bearing of North 35 degrees 43 minutes 15 seconds East and a distance of 262.05 feet to a point of tangency, thence

14) North 49 degrees 41 minutes 19 seconds East 67.14 feet, thence binding on a truncation to Hospital Drive

15) South 85 degrees 19 minutes 05 seconds East 35.36 feet thence binding on Hospital Drive, eighty feet wide as shown on the aforesaid Plat 2, of 5, Phase One, Fox Chase, the two following courses and distances:

16) South 40 degrees 18 minutes 55 seconds East 70.48 feet to a concrete monument found at a point of curvature, thence binding on a curve to the right

17) Having a radius of 1282.01 feet, a length of arc of 74.75 feet, and being subtended by a chord having a bearing of South 38 degrees 38 minutes 42 seconds East and a distance of 74.74 feet to the point of beginning.

CONTAINING 3.4796 acres of land more or less.

BEING comprised of parts of the following conveyances:

Foxchase IV, cont.

1) Parcel No. 4 of the conveyance from Welch Homes, Incorporated, to Phyllis Realty Inc., Harriet Realty Inc., and Fran Realty Inc., by deed dated January 28, 1964 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1727, folio 514.

2) Second Parcel of the conveyance from Fran Realty Inc., Phyllis Realty Inc., and Harriet Realty Inc., to Albert Kishter and Fannie B. Kishter, his wife, Leonard J. Attman and Phyllis Attman, his wife, and Lowell R. Glazer, and Harriet L. Glazer, his wife, by deed dated March 25, 1971, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2395, folio 454.

RETURN TO:
EXECUTIVE TITLE GROUP, LTD.
8 Reservoir Circle
Suite 105
Baltimore, Maryland 21208



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 489 Folio 49 File # 258174
 Financing Statement }
 Recorded at A.A. County Date of Financing Statement August 27, 1985

Name	Address			
1. Debtor(s) (or assignor[s])	No.	Street	City	State
<u>Leonard Attman</u>	<u>7779</u>	<u>New York Lane</u>	<u>Glen Burnie,</u>	<u>Maryland 21061</u>

RECORD FEE 17.00
 POSTAGE .50
 #559850 0237 R02 T13:07
 08/13/90

2. Secured Party
Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817
F/K/A Suburban Bank

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Check The Lines Which Apply



3. A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number shown above.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.
- D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
- E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)
- F.

G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ _____ has been incurred, and that recordation tax in the amount of \$ _____ was paid to _____ on or about _____.

Debtor(s)

Secured Party:
 Sovran Bank/Maryland

By: Betty L. Talbott

Betty L. Talbott
(Type Name)

Commercial Loan Operations Officer
(Title)

BR:06

White - Filing Officer's Copy Canary - Debtor's Copy Pink - Bank's Copy

SCHEDULE A TO THE FINANCING STATEMENT

All of the right, title and interest of the Debtor as a general partner in a Maryland general partnership organized by agreement dated the 16th day of August, 1965, under the name Colonial Square Company (hereinafter referred to as "Colonial") and any amendments thereto, whether now existing or hereafter created or arising, and all of the right, title and interest of the Debtor in and to any and all distributions, issues, profits and shares of the surplus, whether cash or otherwise, and any other interest whatsoever of the Debtor, to which the Debtor is now or shall hereafter be entitled as a general partner in Colonial together with the income and profits arising from the assigned interests in Colonial and any other distributions, of earnings, capital or otherwise, and any and all surplus thereof, and any interest whatsoever of Debtor in Colonial and all proceeds of any or all of the foregoing.

SCHEDULE A

BEING all that certain piece, parcel, or tract of land situated in the Third District of Anne Arundel County, Maryland, and being part of the land conveyed by Ida E. Robinson to Stewart Robinson and Ernest E. Robinson, by deed dated August 27, 1923, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber WNW79 at Folio 167 and being more particularly described as follows:

Beginning for the same at a stone found at the southwest corner of the land conveyed to Southgate Apartment Company Joint Venture, a Maryland Partnership, by Charles E. Wehrheim, attorney-in-fact for Frances Margaret Wehrheim, by deed dated June 28, 1976, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2867 at Folio 706, said point of beginning being also a point on the east outline of the second parcel of land conveyed to Albert Kishter and Fannie B. Kishter, his wife; Leonard J. Attman and Phyllis Attman, his wife; and Lowell R. Glazer and Harriet L. Glazer, his wife, by deed dated March 25, 1971, and recorded among said Land Records in Liber 2395 at Folio 454, running thence binding on the south outline of said land conveyed to Southgate Apartment Company Joint Venture and binding in the south outline of the land conveyed to Joseph A. Soukup and Dorothy Soukup, his wife, by Kate M. Reuter, widow, and Margaret C. Reuter, her daughter, by deed dated September 28, 1940, and recorded among said Land Records in Liber J.I.I. 227 at Folio 214 S 70° 56' 49" E the distance of 1343.10 feet to a point on the outline of the land conveyed to Leonora Pumphrey Gary, Robert L. Pumphrey, Virginia Pumphrey Sohn, Katherine Regina Pumphrey Gray, and Louis E. Pumphrey, Jr. by Mercantile Safe Deposit and Trust Company, a body corporate of the State of Maryland, by deed dated October 31, 1969, and recorded among said Land Records in Liber 2315 at Folio 54, thence binding on the outline of said land conveyed to Leonora Pumphrey Gary, et al., the following two (2) courses: (1) S 02° 34' 57" W the distance of 1110.00 feet to a concrete monument found, and (2) N 70° 13' 19" W the distance of 1353.74 feet to an iron pipe found at the southeast corner of said land conveyed to Albert Kishter et al., thence binding on part of said east outline of land conveyed to Albert Kishter, et al., N 02° 51' 27" E the distance of 1090.60 feet to the place of beginning. Containing 32.6232 acres of land as survey by Kidde Consultants, Inc. on August 13, 1984.

For additional title information see a deed from Ida E. Robinson to Stewart Robinson and Ernest E. Robinson as partners trading as C.N. Robinson Brothers, dated August 27, 1923, and recorded among the Land Records of Anne Arundel County in WNW 79, folio 167. Stewart Robinson died on or about January 24, 1952, leaving a Last Will and Testament of record in the Office of the Register of Wills for Baltimore City in Wills Liber LCS 241, folio 297 -- a certified copy of which is of record in Anne Arundel County in RGP 4 Wills Liber 56, Folio 541, wherein he devised all of his property of every description to Mary R. Robinson. Mary R. Robinson died on or about January 5, 1954, leaving a Last Will and Testament of Record in Baltimore City in Wills Liber LCS 250, folio 240. A Certified Copy of her will is of record in the Office of Register of Wills for Anne Arundel County in RGP Wills Liber No. 57, Folio 187, wherein she devised all of her property to Margaret R. Fitzpatrick and Katherine R. Rowan, grantors herein.

Ernest E. Robinson died on or about September 27,

B-2050-90 SCR
 RETURN TO:
 EXECUTIVE TRUST GROUP
 8 RESERVATION CI
 Suite 105
 BALTO Md
 21208

FILE NO: 3591

FINANCING STATEMENT

This Statement is to be recorded in the Chattel Records.

Not Subject to a Recordation Tax.

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

RECORD FEE 11.00
POSTAGE .50
#960270 C237 R02 T14:12
08/13/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- 1. DEBTOR: MACK H. HUMPHRIES
- 2. SECURED PARTY: JOSEPH GERMERSHAUSEN

MATURITY DATE OF OBLIGATION: January 1, 1991

- 4. This financing statement covers the following Chattels:

SEE ATTACHED EXHIBIT

- 5. The above described Chattels are located in the property known as:

8683-85 Ft. Smallwood Road, Pasadena, Maryland 21122

Dated July 30, 1990



WITNESS:

Isabel A. Ridge

Mack H. Humphries

(SEAL)

MACK H. HUMPHRIES

DEBTOR

Isabel A. Ridge

Joseph Germershausen

JOSEPH GERMERSHAUSEN

SECURED PARTY

Received for record _____, at _____ .m.,

same date recorded in Liber _____ at folio _____, one of the

Financing Records of Anne Arundel County.

11003

All Service

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

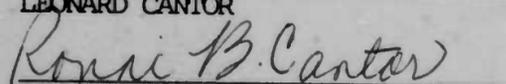
BOOK 559 PAGE 227

281710

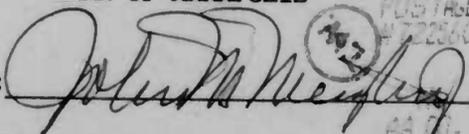
FINANCING STATEMENT

1. Name & Address of Debtor: Leonard Cantor and Ronni B. Cantor
314 Wembly Way
Severna Park, Maryland 21146
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road, P.O. Box 6492
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:
 - (a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 1509 Ritchie Highway, Arnold, Maryland 21012, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 1509 Ritchie Highway, Arnold, Maryland 21012, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.
 - (b) Proceeds of all collateral are covered.
4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:


LEONARD CANTOR

RONNI B. CANTOR

Secured Party:
BANK OF ANNAPOLIS

By: 
FILE SCHAFER
AA CO. CIRCUIT COURT

RECORD FEE 12.00
POSTAGE .50
202560 0055 103 114:47
08/13/90

12/10

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

BOOK 559 PAGE 228

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS Anne Arundel County

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 11/16/89

Record Reference 548/298

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>
HAMPTON CHASE CORPORATION		303 Maryland Route 3, Suite 105	Millersville, MD	21108

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
PROVIDENT BANK OF MARYLAND CHECK APPLICABLE STATEMENT		114 E. Lexington Street (MC#HQRE)	Baltimore, MD	21202

RETURN TO:

- 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 FOR LOTS 24 and 27, as shown on the Plat entitled, "HAMPTON CHASE", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 118, folio 19.

RECORD FEE 10.00
POSTAGE .50
#722880 CTTT 103 7:15:00

Debtor(s) or assignor(s)

_____	PROVIDENT BANK OF MARYLAND H. (Seal) SCHAFFER (Corporate, Trade or Firm Name) CH. CO. CIRCUIT COURT
_____	<i>Alex J. Guggenheim</i> Signature of Secured Party or Assignee Alex J. Guggenheim Vice President
_____	(Owner, Partner or Officer and Title) (Signatures must be in ink)

(Type or print name under signature)

Address: 114 E. Lexington Street
Baltimore, MD 21202

Mail To: CAPITOL TITLE INSURANCE AGENCY, INC.
540 Ritchie Highway, Suite 201
Severna Park, Maryland 21146

10.5

AB
\$

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 523

Page No. 234

Identification No. 271697

Dated 2/19/88

1. Debtor(s) { Wm. and Rosemary Lathroum
Name or Names—Print or Type
203 Twin Oaks Road, Linthicum, MD 21090 (A.A.Co.)
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>

Dated: OCT. 10 1988

Sears, Roebuck and Company
Name of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Signature of Secured Party
Type or Print (Include Title if Company)

FIDELITY TITLE CO., INC.
1777 Reisterstown Road
Commerce Center, West
Suite 212
Baltimore, Maryland 21208
(301) 653-1550

1350

AA CO
1350

Financing Records of Anne Arundel County

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

Liber 534
Roll No. _____

Page No. 14

Identification No. _____

Dated October 21, 1988

1. Debtor(s) { Powers Construction Company
Name or Names—Print or Type
7779 New York Lane Glen Burnie MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party { Eastern Savings Bank, fsb
Name or Names—Print or Type E.P. II, Suite 200
11350 McCormick Road Hunt Valley MD 21031
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>

RECEIVED FILE 10.00
1.50
8/20/89 11:31:14
08/15/90

E. TERMINATION STATEMENT []

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

Dated: August 8, 1989

Eastern Savings Bank, fsb
Name of Secured Party
Regina A. Lee
Signature of Secured Party
Regina A. Lee, Vice President
Type or Print (Include Title if Company)

10-50

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

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>Charles M. Lanasa Karen D. Davis Delores Lanasa 246 Carvel Road Pasadena, MD 21122</p>	<p>2. Secured Party(ies) and address(es)</p> <p>SECURITY PACIFIC FINANCIAL SERVICES, INC. 2568 A RIVA ROAD # 101 ANNAPOLIS, MD. 21401</p>	<p>3. Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 13.00 POSTAGE .50</p> <p>5. Assignee(s) of Secured Party and Address(es)</p> <p>1100 13th St NW 10914P 00/14/50 H. CARL SCHAFER 4200 13th St NW</p>
<p>4. This financing statement covers the following types (or items) of property:</p> <p>18' Georgejetta Steel Pool With Fence and Deck Blue Liner - 1 EC 4075 Filter and 1 Maintenance Kit</p>		

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

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

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with: Delores Lanasa

By: Karen Davis Signature(s) of Debtor(s)

By: Mae Hatfield Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

559 PAGE 232

281712

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) Madison, Jeffrey L. Madison, Gina L. 13 Briars Knoll Way Hanover, Maryland 21076	2. Secured Party(ies) and address(es) SECURITY PACIFIC FINANCIAL SERVICES, INC. 2568 A RIVA ROAD # 101 ANNAPOLIS, MD. 21401	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 RECORDED COPY FOR FILING OFFICE 08/14/90 M. ERLE SCHAFER 44 CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: 12 x 24 Olimpia Pool with 6' Deck EC 4075 Filter Maintenance Kit and Sustain Chemical Kit		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected: 47

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

Filed with:

X Jeffrey L. Madison
By: *Gina L. Madison*
Signature(s) of Debtor(s)

12.50

SECURITY PACIFIC FINANCIAL SERVICES, INC.
By: *Mae Hatfield*
MAE HATFIELD (s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

11.50

DCFIN1
0092064

Anne Arundel County

BOOK 559 PAGE 233

FINANCING STATEMENT

281713

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): Andy's Concrete, Inc. Address(es): 780 Jennie Drive
Severn, Maryland 21144

6. Secured Party: MARYLAND NATIONAL BANK Address: 100 South Charles Street
Baltimore, Maryland 21201
Attention: LDRU 250603
Dianne Cooper

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: Andy's Concrete, Inc.

By: X Andrew Kucinski (Seal) _____ (Seal)
Andrew Kucinski, President
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

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

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

11.00
 11.00
 10/15/80
 CK
 10/15/80
 10/15/80

FINANCING STATEMENT FORM UCC-1

Identifying File No. 12078

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3976.26

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

This financing statement Dated 08-07-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVID L TITUS & STACEY L TITUS

Address 52 PATUXENT MOBILE EAST LOTHIAN, MD 20711

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address BOX 635 ANNAPOLIS RD LANHAM, MD 20703

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

3. Maturity date of obligation (if any)

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

"CERTAIN HOUSEHOLD GOODS AND OTHER PERSONAL CONSUMER PROPERTY"

Name and address of Assignee
MUSTALE
08/14/90

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)

Signature of Debtor
DAVID L TITUS

Type or Print Above Name on Above Line

Signature of Debtor
STACEY L TITUS

Type or Print Above Signature on Above Line

Signature of Secured Party

KEVIN ESSLINGER
Type or Print Above Signature on Above Line

Handwritten notes: 12, 28, 205



STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269362

RECORDED IN LIBER _____ FOLIO _____ ON August 28, 87 (DATE)

1. ~~DEBTOR~~ LESSEE

Name Anchor Systems Group, Inc.
Address One Davol Square, Suite 102, Providence, RI 02903

2. ~~SECURED PARTY~~ LESSOR

Name Citizens Leasing Corporation
Address 870 Westminster Street, Providence, RI 02903

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.) Change of address for the Lessee.</p>

This filing is being completed because of a change of address for the Lessee from:

Anchor Systems Group, Inc.
Two Davol Square, Suite 309
Providence, RI 02903

Filed with : Ann Arundel County Clerk

Dated August 2, 1990

CITIZENS LEASING CORPORATION
BY: Myles P. Gilbert A.V.P.
(Signature of ~~SECURED PARTY~~) LESSOR
Myles P. Gilbert
Type or Print Above Name on Above Line

10-

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)
Pete O'Donnell Masonary
1007 Dunnington Place
West River, Md 20778
2. Secured Party(ies) and Address(es)
GATEWAY FORD TRACTOR, INC.
15410 CHRYSLER DRIVE
UPPER MARLBORO, MD 20772

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

3. This Financing Statement covers the following types (or items) of personal property:
1 New-New Holland L555 Loader, Ser.# 765785
1 New 62" low Pro Bucket, 1 New 62" Empire Toothbar
ASSIGNEE:
FORD MOTOR CREDIT COMPANY
P.O. BOX 36387
RICHMOND, VA 23235

Check if covered: [] Proceeds of collateral covered [] Products of collateral covered

4. This transaction is exempt from the Recording Tax.

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

Filed with:

(Signature of Debtor)
Pete O'Donnell Masonary
(SIGNATURE OF DEBTOR)

(Signature of Secured Party)
GATEWAY FORD TRACTOR, INC.
(NAME OF SECURED PARTY)
CHRIS HANBURGER, GENERAL MANAGER

Handwritten initials or mark.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277652

RECORDED IN LIBER _____ FOLIO _____ ON 5/26/89 (DATE)

1. DEBTOR

Name Chesapeake Building Supply

Address 815 Central Avenue, Baltimore, Maryland 21090

2. SECURED PARTY

Name Celotex Corporation

Address 2700 Cumberland Parkway, Suite 330, Atlanta, GA 30339

Chesapeake Building Supply, 815 Central Avenue, Balto., MD 21090

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

3. Maturity date of obligation (if any) none

CHECK FORM OF STATEMENT

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

1030

Dated August 3, 1990

Richard C. Russell
(Signature of Secured Party)
Richard C. Russell

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 559 PAGE 238

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 279255

RECORDED IN LIBER 548 FOLIO 497 ON 10/23/89 (DATE)

1. DEBTOR

Name Chesapeake Building Supply

Address 815 Central Avenue, Baltimore, Maryland 21090

2. SECURED PARTY

Name Celotex Corporation

Address 2700 Cumberland Parkway, Suite 330, Atlanta, GA 30339

Chesapeake Building Supply, 815 Central Avenue, Balto., MD 21090

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

3. Maturity date of obligation (if any) none

CHECK FORM OF STATEMENT

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

1050

Dated August 3, 1990

Richard C. Russell
(Signature of Secured Party)

Richard C. Russell
Type or Print Above Name on Above Line

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 279256

RECORDED IN LIBER _____ FOLIO _____ ON 10/23/89 (DATE)

1. DEBTOR

Name Chesapeake Building Supply

Address 815 Central Avenue, Baltimore, Maryland 21090

2. SECURED PARTY

Name Celotex Corporation

Address 2700 Cumberland Parkway, Suite 330, Atlanta, GA 30339

Chesapeake Building Supply, 815 Central Avenue, Balto., MD 21090

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

3. Maturity date of obligation (if any) none

CHECK FORM OF STATEMENT

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

1030

Dated August 3, 1990

Richard C. Russell
(Signature of Secured Party)

Richard C. Russell

Type or Print Above Name on Above Line

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 27903
93248571

RECORDED IN LIBER 548 3189 FOLIO 350 2277 ON 11/20/89 (DATE)

1. DEBTOR

BOOK 559 PAGE 240

Name Cox Creek Refining Company

Address 1000 Kembo Road, Baltimore, MD 21226

2. SECURED PARTY

Name Metallgesellschaft, AG

Address Rostfach 10 1501 Reuterweg 14

D-6000 Frankfurt AM Main 1, GERMANY

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

3. Maturity date of obligation (if any)

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

~~10/30~~ 10/30

Dated JULY 2, 1990

METALLGESSELLSCHAFT, AG
By: [Signature]
(Signature of Secured Party)
SCHAPER HAMM
Type or Print Above Name on Above Line

281716

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):

C. K. Listman
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). Welding machine, Serial No. 1163608

ARC WELDING EQPT.

XEMX CONDITIONAL SALES TAX EXEMPT FROM RECORDATION

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

RECORD FEE 11.00
APPLD COAD NO4 110415
08/14/90
H. ERLE SCHAFER
44 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):

Charles K. Listman
(Signature of Debtor)

Charles K. Listman
Type or Print

Charles K. Listman
(Signature of Debtor)

Type or Print

SECURED PARTY:

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. ~~XXXXXX~~ CLAIR AVE. CLEVELAND, OH 44117-1199

11-

281717

BOOK 559 PAGE 242

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

John C. Barry, M.D.

1. Debtor(s):

Name or Names—Print or Type Glen Burnie,
S. Crain Hwy. & Mayo Rd., Anne Arundel, MD 21061
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:

Name or Names—Print or Type Scott Decker, M.D. P.A. and Estate of John Scott Decker
433 Edgewater Road, Pasadena, MD 21122
Address—Street No., City - County State Zip Code

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

John C. Barry of ^{listed} ~~and~~ All equipment, furniture, fixtures, funds, accounts receivable,
and the Medical Practice of John C. Barry, M.D. *MD 11.00*
CRD *RESTOR 50*

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

200490 1040 110140
08/14/90

5. If collateral is crops, describe real estate.

H. ERLE SCHMIDT
89 101 110111 110111



6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

John C. Barry

(Signature of Debtor)
John C. Barry, M.D.

Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Estate of John Scott Decker
BY: *Carolyn R. Decker Pers Rep*
Carolyn R. Decker, Personal Representative

Scott Decker, M.D. P.A.
(Company, if applicable)

BY: *Carolyn R. Decker PR*
(Signature of Secured Party)
Carolyn R. Decker, 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 Carolyn R. Decker, 433 Edgewater Road, Pasadena, MD 21122

Lucas Bros. Form F-1

11/20

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

<p>1. Debtor(s) (Last Name First) and address(es) BALTIMORE CHRIS CRAFT SALES, INC. 5816 N. Ritchie Hwy Baltimore, MD 21225</p>	<p>2. Secured Party(ies) and address(es) BORG-WARNER ACCEPTANCE CORPORATION 160 South River Rd. Bedford, NH 03102</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)</p> <p>RECORD FEE 10.00 POSTAGE .50 4391500 1040 804 710:41 08/14/80</p>
<p>4. This statement refers to original Financing Statement bearing File No. 27327 Filed with Anne Arundel County Date Filed 10/24 19 83</p>		
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p>		
<p>10. PLEASE ASSIGN SECURED PARTY TO: Transamerica Commercial Finance Corporation 2401 Plum Grove Rd. Suite 118 Palatine, IL 60067</p>		
<p>No. of additional Sheets presented:</p>		
<p>Baltimore Chris Craft Sales, Inc.</p>	<p>Borg-Warner Acceptance Corporation</p>	
<p>By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).</p>	<p>By: _____ Signature(s) of Secured Party(ies)</p>	
<p>(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3</p>		

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 559 PAGE 244
Identifying File No. 281718

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Kaiser Marine Inc.
Address 149 Maryland Avenue Pasadena, Maryland 21122

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

- 1 VGS-20C Valve Guide & Seat Machine # 1254
- 1 TS-100K Tool Sharpener # 1025

and various tooling

Name and address of Assignee

MACHINE FEE 11.00
POSTAGE .50
MAY 1990 10:40 AM 111101
08/19/90

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11/5 R. Brian S. Rain
(Signature of Debtor)

Type or Print Above Name on Above Line
Corral Medical Rain (SEC)
(Signature of Debtor)

[Signature]
(Signature of Secured Party)

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

Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 559 PAGE 245
Identifying File No. 281719

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 17,800.00

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

This financing statement Dated 8-1-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Heap, Robert B & Heap, Robert T
dba PROPERTY & EQUIPMENT LEASING
Address 4158 Cadle Creek Edgewater Md 21037

2. SECURED PARTY

Name CITICORP DEALER FINANCE
Address 3930 Edison Lakes Parkway Suite 100 Mishawaka In 46545

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

3. Maturity date of obligation (if any) _____

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

(1) 1990 Clark Model GPX30 Lift Truck SNGPX230-1277-7170
in addition to all of the following whether now owned or hereafter acquired: All accounts receivable, accounts, contract rights, chattel paper, documents, general intangibles, plus proceeds of all of the foregoing with regard to the above referenced equipment.

Name and address of Assignee
RECORDING FEE 12.00
RECORDING TAX 122.00
#391080 0040 R04 T11:11

MARYLAND RECORDATION TAX \$ 126.00 PAID TO ANNE ARUNDEL COUNTY. 08/14/90

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert B Heap Jr
(Signature of Debtor)

Robert B Heap Jr Partner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Colleen R Syson
CITICORP DEALER FINANCE

(Signature of Secured Party)

Colleen R Syson Assistant Vice President
Type or Print Above Signature on Above Line

126.00

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)
JEWELL, WILLIAM H JR.
JEWELL, MARY E
136 BAR HARBOR RD
PASADENA MD 21122

2. Secured Party(ies) and address(es)
SECURITY PACIFIC FINANCIAL
SERVICES, INC.
2568 A RIVA RD # 101
ANNAPOLIS, MD. 21401

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

4. This financing statement covers the following types (or items) of property:
15X30 OLYMPIA END DECK POOL
1 HP EC-40 hayward de filter
MAINTENENCE KIT
SAFETY LADDERS FOR DECK

RECORD FEE 12.00

POSTAGE .50

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

201670 0040 004 111:07

09/14/90

W. ERLE SCHAFER

11th 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:

x William H Jewell
By: Mary Jewell
Signature(s) of Debtor(s)

SECURITY PACIFIC FINANCIAL SERVICES, INC.

By: Mae Hatfield
Signature(s) of Secured Party(ies)

MAE HATFIELD

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281721

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

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

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

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

1. DEBTOR

Name DIXIE PRINTING AND PACKAGING CORPORATION
Address 7358 Baltimore-Annapolis Boulevard, Glen Burnie, Maryland 21060

2. SECURED PARTY

Name AMERICAN CAPITAL RESOURCES, INC.
Address 3 University Plaza, 4th Floor, Hackensack, New Jersey 07601

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

3. Maturity date of obligation (if any) _____

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

One (1) New Elcede LCS 160 CNC MF Laser-Plywood-Cutter, s/n XXXXX, with Ferranti MF 400 Co-2 Laser, output to 500W, Water Recycling System, One (1) New Elcede NCC 107 CNC Counter Cutter, s/n XXXXX, complete with all attachments, accessions, additions, improvements and replacements, thereto and therefor, and all proceeds, including insurance proceeds, thereof and therefrom.

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50
08/14/90

THIS STATEMENT IS NOT SUBJECT TO RECORDATION TAX.

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)

X [Signature] President
Arthur N. Morris III, President
DIXIE PRINTING AND PACKAGING CORPORATION
Type or Print Above Name on Above Line

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

[Signature]
Lauren Ann Brown, Vice President
AMERICAN CAPITAL RESOURCES, INC.
Type or Print Above Signature on Above Line

M. ERIC SCHAFER
AA CO. CIRCUIT COURT

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 545 Page No. 352
ID No. _____

1. Debtor(s) Windrush Farm Development Partnership
Name or Names - Print or Type
900 Ritchie Highway, Suite 201, Severna Park, MD 21146
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 E. Lexington Street, Baltimore MD 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>

RECORD FEE 10.00
POSTAGE .50
#06310 CEST ROZ T17104
08/14/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot 10, as shown on the Plats of "Windrush Farm", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 38 and 39, at Plat Nos. 6362 and 6363.

Dated: June 25, 1990

Alex J. Suggs

10⁰⁰/₃₀

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(147-90)

A.A. Co. F/S Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 545 Page No. 352
ID No. _____

1. Debtor(s) Windrush Farm Development Partnership
Name or Names - Print or Type
900 Ritchie Highway, Suite 201, Severna Park, MD 21146
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 E. Lexington Street, Baltimore MD 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> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 406780 G3T R02 117:05 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot 3, as shown on the Plats of "Whindrush Farm", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 38 and 39, at Plat Nos. 6362 and 6363.

Dated: June 25, 1990

Oliver J. Thayer

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(181-90)

10/30

A.A. Co. F/S Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 545
ID No. _____

Page No. 352

1. Debtor(s) Windrush Farm Development Partnership
Name or Names - Print or Type

900 Ritchie Highway, Suite 201, Severna Park, MD 21146
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type

114 E. Lexington Street, Baltimore MD 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> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #063490 C237 R02 T1706 08/24/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot TWO, as shown on the Plats of "Windrush Farm", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 38 and 39, at Plat Nos. 6362 and 6363.

Dated: July 31, 1990

Provident Bank of Maryland

Wm. J. Duggan

1000

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(215-90)

A.A. Co. F/S Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 543 Page No. 238
ID No. 277883

Saybrooke Development Corporation
Name or Names - Print or Type
1. Debtor(s) 900 Ritchie Highway, Severna Park Maryland 21146
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party 114 East 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> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 NORTHCO DEPT ROZ TLT406 08/14/90 H. ERLE SCHAFER AN CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot 35, as shown on the Plats entitled "Saybrooke", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 120, folios 3 through 7, inclusive.

Dated: June 27 1990

Dep J. Thuyper

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(186-90)

10.00

A.A. Co. F/S Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 543 Page No. 238
ID No. 277883

Saybrooke Development Corporation
Name or Names - Print or Type
1. Debtor(s)
900 Ritchie Highway, Severna Park Maryland 21146
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party
114 East 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>

RECORD FEE 10.00
POSTAGE .50
M363510 0237 R02 117408
08/14/90
H. ERIC SCHAFER
AN CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot 24, as shown on the Plats entitled "Saybrooke", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 120, folios 3 through 7, inclusive.

Dated: July 2, 1990

Provident Bank of Maryland
Alex J. Guggenheim

Alex J. Guggenheim
Vice President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(191-90)

1033

A.A. Co. F/S Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 543 Page No. 238
ID No. 277883

Saybrooke Development Corporation
Name or Names - Print or Type
1. Debtor(s) 900 Ritchie Highway, Severna Park Maryland 21146
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party 114 East 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> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #063020 023T ROC 117:08 -08/14/90 H. CIRLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot 25, as shown on the Plats entitled "Saybrooke", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 120, folios 3 through 7, inclusive.

Dated: July 23, 1990

Provident Bank of Maryland

Deo f. Stuppert

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(208-90)

1000

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520
ID No. 270735

Page No. 267

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:

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

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

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

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

RECORD FEE 10.00
POSTAGE 1.50
MORTGAGE UNIT REG 117.08
08/14/90
ERLE SCHAFER
AN CO. CIRCUIT COURT

BEING all those lots of ground appearing 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.

Dated: 5/21/90

MERCANTILE MORTGAGE CORPORATION
Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Paul A. Stuart, Via President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(126-90/Eagle)

1030

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 530
ID No. 270735

Page No. 210

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type
- P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type
- 200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip
3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input 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... TERMINATION..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>As to Modification Agreement.</p>

BEING all those lots of ground appearing 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.

Dated: 5/21/90



MERCANTILE MORTGAGE CORPORATION

Paul W. Parks



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, Vice President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(126-90/Eagle)

RECEIVED
POSTAGE
REGISTERED COST NO. 117-07
08/16/90

1050

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____

Page No. 506

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#363550 C237 R02 T17:09
08/14/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



BEING KNOWN AND DESIGNATED as Lot Nos. Seventy Three as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: July 3, 1990

PROVIDENT BANK OF MARYLAND

Alex J. Guggenheim
Alex J. Guggenheim, Vice President

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(047-90)

10

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506
ID No. _____

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/> 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"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p align="right">RECORD FEE 10.00 POSTAGE .50 N863560 C237 R02 T17:10 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Sixty Seven as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: May 2, 1980

PROVIDENT BANK OF MARYLAND

Alan J. Kuyper

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(050-90)

10-80

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506
ID No. _____

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

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
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"/> 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"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 M963570 C237 R02 T17:10 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Sixty Two as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: May 25, 1990 PROVIDENT BANK OF MARYLAND
Alex J. Suggs

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(063-90)

1028

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506
ID No. _____

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#863580 C237 R02 T17:10
08/14/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT



BEING KNOWN AND DESIGNATED as Lot Nos. Thirty Eight as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: 5/21/90

PROVIDENT BANK OF MARYLAND

Alex J. Suggs

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(077-90)

10⁰³

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506
ID No. _____

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #863590 C237 R02 T17:11 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p> 

BEING KNOWN AND DESIGNATED as Lot Nos. 64 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: June 27, 1990

PROVIDENT BANK OF MARYLAND

Edward J. Ruggard

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(127-90)

103

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____

Page No. 506

1. Debtor(s) Eagle Development Corporation
Name or Names - Print or Type
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
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> <p>RECORD FEE 10.00 POSTAGE .50 #863600 C237 R02 T17:11 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Sixty Eight as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: June 29, 1990

PROVIDENT BANK OF MARYLAND

[Signature]

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(136-90)

10-20

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____

Page No. 506

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

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
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> <p>RECORD FEE 10.00 POSTAGE .50 #863600 C237 R02 T17:11 08/14/90 H. ERLE SCHAFFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Sixty Eight as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: June 29, 1990

PROVIDENT BANK OF MARYLAND

Alan J. Stuppert

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(136-90)

10⁰³

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____

Page No. 506

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

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
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> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #863610 C237 R02 T17:11 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. THIRTY NINE as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: July 20, 1990

PROVIDENT BANK OF MARYLAND

Oliver J. Stegall

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(137-90)

1038

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____

Page No. 506

1. Debtor(s) Eagle Development Corporation
Name or Names - Print or Type
- P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
- 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> <p>RECORD FEE 10.00 POSTAGE .50 M863620 0237 R02 T17:12 08/14/90 H. ERLE SCHAFFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. FIFTY NINE as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: July 23 1990

PROVIDENT BANK OF MARYLAND

alex stuyven

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(140-90)

103

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506
ID No. _____

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #363630 C237 R02 T17:12 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. FIFTY SIX. as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: July 31, 1990

PROVIDENT BANK OF MARYLAND

Alex J. Thayer

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(141-90)

1020

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

1. Debtor(s) Eagle Development Corporation
Name or Names - Print or Type
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
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> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #863640 C23T R02 T17:12 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p> <p style="text-align: center;"></p>

BEING KNOWN AND DESIGNATED as Lot Nos. FORTY SEVEN. as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: August 1, 1990

PROVIDENT BANK OF MARYLAND

Alex / [Signature]

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(152-90)

1000

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

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

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
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> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #863659 C237 R02 T17:13 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. FIFTY THREE as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: August 1, 1990

PROVIDENT BANK OF MARYLAND

Oliver J. Ruppel

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(153-90)

1030

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506
ID No. _____

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #863660 C237 R02 T17:13 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. FIFTY as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: July 31, 1990 PROVIDENT BANK OF MARYLAND
[Signature]

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(156-90)

10⁰⁰
23

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
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
2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip
3. Maturity Date (if any) _____
4. Check Applicable Statement:

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#863670 C237 R02 T17:14
08/14/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. THIRTY FIVE as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: July 27, 1990

PROVIDENT BANK OF MARYLAND

[Signature]

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(157-90)

1000/30

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

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

2. Secured Party Provident Bank of Maryland
 Name or Names - Print or Type
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> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #363680 C237 R02 T17:14 08/14/90</p> <p style="text-align: right;">H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Seventy Two (72) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: July 5, 1990

PROVIDENT BANK OF MARYLAND

[Signature]

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(179-90)

10⁰⁰
30

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #363700 C237 R02 T17:15 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 6-R, Block 21, 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: 6/5/90



MORTGAGE CORPORATION
Paul W. Parks



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

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(258-89)

1000

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 WB63710 C237 R02 T17:16 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 16-A, Block 20, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: 5/21/90
Paul W. Tuller
MERCANTILE MORTGAGE CORPORATION



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



Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(036-90)

10⁰⁰ 32

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 MB63720 C237 R02 T17:16 08/14/90 H. ERLE SCHAFFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 20-A, Block 21, 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: 6/5/90



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, V.P.
Paul A. Stuart, V.P.



Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(039-90)

1000

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #063730 C237 R02 T17:16 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 8-A, Block 21, 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: 10/29/90


MERCANTILE MORTGAGE CORPORATION
Paul W. Parks

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

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(042-90)

1000
53

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

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

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

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

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

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

D. Other.....
(Indicate whether amendment, termination, etc.)
RECORD FEE 10.00
POSTAGE .50
#963740 C237 R02 T17:17
08/14/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot No. 10-R, Block 17, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: 5/21/90

MERCANTILE MORTGAGE CORPORATION
Paul W. Parker

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

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(043-90)

10 030

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:

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#963750 C237 R02 T17:18
08/14/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot No. 40-R, Block 21, 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

Paul W. Parks



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(046-90)

1099

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:

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

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

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

D. Other.....
(Indicate whether amendment, termination, etc.)
RECORD FEE 10.00
POSTAGE .50
#863760 C237 R02 T17:18
08/14/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot No. 21-A, Block 21, 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
Paul W. Park

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

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(048-90)

10 030

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

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

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

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation.....
The original financing state-
ment between the foregoing
Debtor and Secured Party, bear-
ing the file number shown above,
still effective.

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

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

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

RECORD FEE 10.00
POSTAGE .50
#363770 C237 R02 T17:19
08/14/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot No. 9-R, Block 20, as shown on a
plat entitled "Amended Administrative Lot Line Change - Outing Park/Green-
haven", which Plat is recorded among the Land Records of Anne Arundel County
in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through
5738.

Dated: 5/21/90

MERCANTILE MORTGAGE CORPORATION
1972
Paul W. Parks

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

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(049-90)

10⁰⁰

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

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

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

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #063780 C237 R02 T17:19 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 41-A, 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: 6-29-90



MERCANTILE MORTGAGE CORPORATION

Paul P. Parks



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, J.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(051-90)

10⁰⁰
53

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #063790 C237 R02 T17:20 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 23-A, Block 21, 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: 6/29/90

MERCANTILE MORTGAGE CORPORATION
Paul W. Parks

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

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(064-90)

1000

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #963800 C23T R02 T17:20 08/14/90 H. EIRLE SCHAFFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 4-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: 6/29/90



MERCANTILE MORTGAGE CORPORATION

Paul W. Parker

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY



Paul A. Stuart, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(078-90)

10-30

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #963810 C237 R02 T17+21 1 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 31-R, Block 20, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: 7-27-90

MERCANTILE MORTGAGE CORPORATION
197
Paul W. Parker

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, J.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(079-90)

1000

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

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

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

3. Maturity Date (if any)

4. Check Applicable Statement:

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#863820 C237 R02 T17:21
08/14/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot No. 51+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: 7-27-90



MERCANTILE MORTGAGE CORPORATION

John W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY



Paul A. Stuart
Paul A. Stuart, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(080-90)

1098

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

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

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

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

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

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <div style="text-align: right;"> <p>RECORD FEE 10.00</p> <p>POSTAGE .50 5</p> <p>89-53830 C237 R02 T17:22 0</p> <p>08/14/90</p> <p>H. ERLE SCHAFER</p> <p>AA CO. CIRCUIT COURT</p> </div>

BEING KNOWN AND DESIGNATED as Lot No. 12-A, Block 20, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: 6/29/90



MERCANTILE MORTGAGE CORPORATION

Paul W. Park

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY



Paul A. Stuart

Paul A. Stuart, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(092-90)

10.00

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #863840 C237 R02 T17*22 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 24-A, Block 17, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: 7-27-90



MERCANTILE MORTGAGE CORPORATION



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(093-90)

105

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #863850 C237 R02 T17:24 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 4-A, Block 21, 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: 7-27-90



MERCANTILE MORTGAGE CORPORATION



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(100-90)

1028
103

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #963860 C237 R02 T17+255 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 10-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: 9-27-90



MERCANTILE MORTGAGE CORPORATION

Paul W. Parks



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(410-261-1030)

1030

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:

A. Continuation.....
The original financing state-
ment between the foregoing
Debtor and Secured Party, bear-
ing the file number shown above,
still effective.

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

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

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

RECORD FEE 10.00
POSTAGE .50
#863870 C23T R02 T17:2575
08/14/90 70
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot No. 14-R, Block 18, as shown on a
plat entitled "Amended Administrative Lot Line Change - Outing Park/Green-
haven", which Plat is recorded among the Land Records of Anne Arundel County
in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through
5738.

Dated: 7-27-90



MERCANTILE MORTGAGE CORPORATION

Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY



Paul A. Stuart, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(102-90)

10 08 53

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #863890 C237 R02 T17:25 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 42-R, Block 21, 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: 7-27-90



MERCANTILE MORTGAGE CORPORATION



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, J.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(103-90)

1083

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #863870 C237 R02 T17:26 08/14/90 H. ERLE SCHAFFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 10-R, Block 21, 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: 7-27-90



MERCANTILE MORTGAGE CORPORATION

Paul W. Park



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart
Paul A. Stuart, Vice President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(104-90)

10 08 5

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
ID No. 271461

Page No. 366

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type
- P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type
- 200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip
3. Maturity Date (if any) _____

4. Check Applicable Statement:

<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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #863900 C237 R02 T17:26 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 43-R, Block 19, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: 7-27-90



MERCANTILE MORTGAGE CORPORATION



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart
Paul A. Stuart, Vice President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(105-90)

1098

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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #863910 C237 R02 T17:26 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 5-R, Block 20, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: 5/21/90
MERCANTILE MORTGAGE CORPORATION
Paul W. Parker

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

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(406-90)

10⁰⁰
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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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #863920 C237 R02 T17:27 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 14-R, Block 21, 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: 7-27-90



MERCANTILE MORTGAGE CORPORATION

Paul W. Parks



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart

Paul A. Stuart, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(112-90)

1030

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #963930 C237 R02 117*27 09/14/90</p> <p>H. ERLE SCHAFFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 33-R, Block 17, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: 9-27-90



Paul W. Parks
MERCANTILE MORTGAGE CORPORATION



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

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(113-90)

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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)
Name or Names - Print or Type
William J. Wroten
Jean L. Wroten
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party
Name or Names - Print or Type
Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
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 style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #863740 C237 R02 T17#27 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 6-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: 7-27-90



MERCANTILE MORTGAGE CORPORATION

Paul W. Parker



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, via President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(114-90)

10 000

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366
ID No. 271461

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

1. Debtor(s)

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party

Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type
200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 WB63950 0237 R02 T17:28 08/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot No. 46-R, Block 21, 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: 7-27-90



W. Parks
MERCANTILE MORTGAGE CORPORATION

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY



Paul A. Stuart, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(115-90)

103

\$13.00

CROSS INDEXED IN LAND RECORDS

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

Roll No. 484 Page No. 197
Identification No. 256250 Dated April 19, 1985

1. Debtor(s) { Edward H. Stewart, Jr. and Cynthia H. Stewart
Name or Names—Print or Type
614 Florida Place, Gambrills, MD 21054 (A.A.Co.)
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><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>

Dated: JUL 15 1988 Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13-30

FIDELITY TITLE CO., INC.
1777 Reisterstown Road
Commerce Center, West
Suite 212
Baltimore, Maryland 21208
(301) 653-1550

Mail to _____

FILED: CLERK OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS
 SUBJECT TO
 NOT SUBJECT TO
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 23,750.00

FINANCING STATEMENT

1. Debtor(s):

The J.E. Smith company
 Name or Names—Print or Type
 #10 Route 3, P.O. Box 100, Millersville, Maryland 21108
 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:

Philadelphia National Bank
 Name or Names—Print or Type
 Broad and Chestnut Sts., Philadelphia, PA. 19101
 Address—Street No., City - County State Zip Code

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

New Car Mercury Sable 1MECM50U9LA637080 1990

4. If above described personal property is to be affixed to real property, describe real property.
New Car Mercury Sable 1MECM50U4LA641022 1990

TRANSACTION IS SUBJECT TO RECORDATION TAX, PRINCIPAL AMOUNT OF DEBT INITIALLY INCURRED IS \$23,750.00.

5. If collateral is crops, describe real estate.

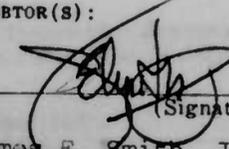
RECORD FEE 11.00
 RECORD TAX 168.00
 POSTAGE .50
 #864040 CT77 R02 T08:50
 08/15/90

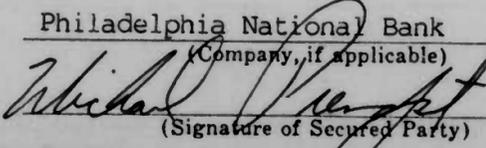
6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:


 (Signature of Debtor)
 James E. Smith, Jr.
 General Manager Type or Print and Treasurer
 (Signature of Debtor)
 Type or Print

Philadelphia National Bank
 (Company, if applicable)

 (Signature of Secured Party)
 Michael T. Prendergast, CO
 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

PHILADELPHIA NATIONAL BANK
 LOAN ACCT DEPT. FG: 001-09-81-02
 PO BOX 7618
 PHILADELPHIA, PA 19101

11-168-50

PARTIES

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

CARL F. SMITH
CRESTWOOD MHP, LOT 6
SEVERN MD 21144

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

SUSAN J. SCOTT
CRESTWOOD MHP, LOT 6
SEVERN MD 21144

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

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

EASTERN HOMES, INC.
8291 WASHINGTON BLVD.
JESSUP MD 20794

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

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

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

SECURED PARTY SIGNATURE(S)

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

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

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

EASTERN HOMES, INC.
[Signature]

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

FINANCING STATEMENT

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

281723

Filing No. (stamped by filing officer):

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

BOOK **559** PAGE **298**

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

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

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:
1990 PALM HARBOR HOMES, INC 402
14 X 70 SERIAL# PH14-2340 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE."

(check only if desired) Products of the collateral are also covered.

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

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

the following real estate:

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

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

DEBTOR SIGNATURE(S)

Debtor Signature(s):
CARL F. SMITH *Carl F. Smith*
SUSAN J. SCOTT *Susan J. Scott*

RETURN RECEIPT TO:

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

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

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

12

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281724

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 07/30/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jafari, Robin, M.D.

Address 51 Franklin Street, Suite 330, Annapolis, MD 21401

2. SECURED PARTY

Name General Electric Company

Address Medical Systems, P.O. Box 414, W-490, Milwaukee, WI 53201-0414

Attn: Ralph J. Michels

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-H4061TV 5.0 MHz Microconvex Transvaginal Probe

Name and address of Assignee

This equipment is covered under a GE conditional sales agreement (a true lease) and this UCC is being filed for public notice only. It is not intended to create a security interest and 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)

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

X Robin Jafari, M.D. (Signature of Debtor)

Robin Jafari, M.D. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ralph J. Michels (Signature of Secured Party)

General Electric Company 810-06202 Type or Print Above Signature on Above Line

11

Filed with: Anne Arundel County

281725

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

1. DEBTOR

Name General Battery Corporation
Address 645 Penn Street, Reading, Pennsylvania 19612-4205

2. SECURED PARTY

Name Chemical Bank, as Collateral Agent under the Security Agreement
Address 277 Park Avenue, New York, N.Y. 10172

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 INCORPORATED BY REFERENCE HEREIN."

RECORD FEE 13.00
#564640 6777 REC 710/21
08/15/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)
General Battery Corporation
Type or Print Above Name on Above Line
(Signature of Debtor)
General Battery Corporation
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Chemical Bank, as Collateral Agent
Type or Print Above Signature on Above Line

1300

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12207

C781664

Pursuant to the provisions of the Security Agreement dated as of August 31, 1989, among the Debtor, Exide Corporation, each of its directly and indirectly owned subsidiaries listed on the signature pages thereto and the Secured Party, the Debtor assigned to the Secured Party, all of the Debtor's right, title and interest in and to the Collateral.

For purposes hereof,

(a) "Collateral" shall mean all (i) Accounts Receivable, (ii) Documents, (iii) Equipment, (iv) General Intangibles, (v) Inventory, (vi) Proceeds and (vii) Collection Deposit Accounts.

(b) "Accounts" shall mean any and all rights of the Debtor to payment for goods or services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not earned by performance and whether now existing or hereafter acquired or arising in the future, including accounts receivable from affiliates of the Debtor.

(c) "Accounts Receivable" shall mean all Accounts and all rights of the Debtor in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary.

(d) "Collection Deposit Account" shall mean an account of the Debtor maintained for the benefit of the Secured Party pursuant to a lockbox agreement, including those Collection Deposit Accounts, as defined in the Security Agreement, into which such Debtor shall cause to be made direct payments of remittances on Accounts Receivable owed to it.

(e) "Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Accounts Receivable, Equipment, General Intangibles, Inventory, and Collection Deposit Accounts.

(f) "Equipment" shall mean all equipment, furniture, furnishings and Fixtures, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, which are now or hereafter owned by the Debtor.

(g) "Fixtures" shall mean all items of Collateral, whether now owned or hereafter acquired, of the Debtor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

(h) "General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of the Debtor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by the Debtor, including corporate or other business records, inventions, designs, patents, patent applications, trademarks (including service marks), trade names, trade secrets, copyrights, copyright applications, licenses, goodwill, copyrights, software, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to the Debtor to secure payment by an account debtor of any of the Accounts Receivable.

(i) "Inventory" shall mean all goods and merchandise of the Debtor, whether now owned or hereafter acquired, held for sale or lease in the ordinary course of business, or furnished or to be furnished by the Debtor under contracts of service, or consumed in the Debtor's business, including raw materials, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies, spare parts and all such property the sale or other disposition of which has been returned to, repossessed, or stopped in transit by or on behalf of the Debtor.

(j) "Proceeds" shall mean any consideration received from the sale, exchange, lease (including rents) or other disposition of any asset or property which constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include all cash and negotiable instruments received or held on behalf of the Agent pursuant to any lockbox agreement relating to the payment of Accounts Receivable or in respect of Inventory.

PARTIES

Debtor name (last name first if individual) and mailing address: **BOOK**
CONNIE CARROLL
7959 TELEGRAPH RD
SEVERN MD 21144 1

Debtor name (last name first if individual) and mailing address:
7959 TELEGRAPH RD
SEVERN MD 21144 1a

Debtor name (last name first if individual) and mailing address:
7959 TELEGRAPH RD
SEVERN MD 21144 1a

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
KONA MH BROKERS & ASSOC., INC.
1602 JOHN ROSS LANE
P.O. BOX 540
CROWNSVILLE, MD 21032 2

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

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

SECURED PARTY SIGNATURE(S)

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

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

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

KONA MH BROKERS & ASSOC., INC.
Chris Dellid - agent 4

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

281726

559 PAGE 303

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

5

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

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

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:
1980 NEW MOON
14 X 70 SERIAL# 12209999 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):
CONNIE CARROLL *Connie Carroll* 1

1a

1b 11

RETURN RECEIPT TO:

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

12

1/10

281727

BOOK 559 PAGE 304

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) Fujitsu America Inc. 1219 Digital Drive Richardson, Texas 75081	2. Secured Party(ies) and address(es) Yale Industrial Trucks - Maryland, Inc. 208 Azar Court Baltimore, MD 21227	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: This is a Conditional Sales Contract. All of the equipment now or hereafter leased by Lessor to Lessee, including, without limitation, the following: (1) Used Yale Forklift Model GLC050RCJUA083, s/n 431768; and all accessions, additions, replacements and substitutions thereto and therefor all proceeds, including insurance proceeds, thereof.		5. Assignee(s) of Secured Party and Address(es) and 

NOT SUBJECT TO RECORDATION TAX

EQUIPMENT LOCATION: 2609 Cabover Dr., Suite 9, Hanover, MD

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:

Fujitsu America Inc. Yale Industrial Trucks - Maryland, Inc.

By: *W. Keith Stahl* Signature(s) of Debtor(s) By: *Barbara A. Krumm* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

ASSIGNMENT OF FINANCING STATEMENT

TO BE RECORDED AMONG:

- THE LAND RECORDS OF ANNE ARUNDEL ^{BOOK} 559 ^{PAGE} 305 191
- THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
- THE FINANCING STATEMENT RECORDS OF MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

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

1. United Companies Financial Corporation (the "Assignor") hereby assigns to the below named assignee all of its rights under the following described Financing Statement:

- a. NAME AND ADDRESS OF SECURED PARTY OF RECORD: UNITED COMPANIES FINANCIAL CORP.
P. O. BOX 1591
BATON ROUGE, LA 70821
- b. NAME AND ADDRESS OF DEBTOR: ROBERT J. RIELEY, III
233 PAWTUCKET COURT
SEVERNA PARK, MD 21146
- c. INDEMNIFYING FILE NUMBER: 82608177 *Book 3060*
page 2037-2041
- d. RECORD REFERENCE AND DATE OF FILING OF THE FINANCING STATEMENT: _____

2. The name and address of the assignee are as follows:

UNITED COMPANIES LIFE INSURANCE CO.
P. O. BOX 1591
BATON ROUGE, LA 70821

3. This Assignment of Financing Statement covers all of the collateral described in the above-referenced Financing Statement.

UNITED COMPANIES FINANCIAL CORP. 08/15/90

By: *[Signature]* ^{H. IRLE SCHAFER}
^{MD JUD. CIRCUIT COURT} (SEAL)
"Assignor"

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

Thomas M. Hammonds
United Companies Financial Corp.
P. O. Box 1591
Baton Rouge, LA 70821

12

281728

BOOK 559 PAGE 306

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)

BLAKE SEAMLESS GUTTER
759-205th Street
Pasadena, MD 21122
Anne Arundel County

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

SELLMORE INDUSTRIES, INC.
815 Smith Street
Buffalo, NY 14206
Erie County

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:

The Dealer hereby grants to the Seller a continuing security interest in all of the furniture, fixtures, equipment, motor vehicles and inventory of the Dealer now owned or hereafter acquired by the Dealer and in all of the Dealer's Contract rights and Accounts Receivable, now existing or hereafter created or arising, and in the proceeds thereof, (hereinafter called the collateral). This is a security interest not subject to recordation tax.

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

POSTAGE

.50

4392210 0040 004 110140

00/15/90

H. ERLE SCAMPER



ERIE 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:

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

Sellmore Industries, Inc.

By: See attached Security Agreement (Item #2)

Signature(s) of Debtor(s)

(1) Filing Officer Copy-Alphabetical

By: Robert Elfering

Signature(s) of Secured Party(ies)

(For Use In Most States)

STANDARD FORM - FORM UCC-1.

DEALER CREDIT AGREEMENT

BOOK 559 PAGE 3117

AGREEMENT executed on August 24, 1989 between
SELLMORE INDUSTRIES, INC.
 whose principal office is at 815 SMITH ST. BUFFALO, NEW YORK 14206
 of the State of NEW YORK and who (is a Corporation organized under the laws
 (hereinafter called the "SELLER")

and
BLAKE SEAMLESS BUTTER doing business at
759-205TH ST. PASADENA, MD. 21122

which is a PROP.
 (State whether corporation, partnership, or trade style)
 hereinafter called the "Dealer",

THE PARTIES HERETO AGREE AS FOLLOWS:

- Any and all sales of material which may be made between the parties shall be on the Seller's regular and usual terms as then in effect, unless hereinafter otherwise stated, subject to the right of the Seller to change such terms from time to time. Discounts shall be those similarly in general effect by the Seller, except that no discount will be allowed if there are any past due items remaining unpaid. Service Charges will be paid by the Dealer at the rate of 1 1/2% per month on all items remaining unpaid more than 30 days. Seller may require such indebtedness to be evidenced by Promissory Notes in the form usually used by the Seller.
- As collateral security for the payment of all indebtedness of the Dealer to the Seller, inclusive of any already due or incurred, and any and all other indebtedness incurred in the future, the Dealer hereby grants to the Seller a continuing security interest in all of the furniture, fixtures, equipment, motor vehicles and inventory of the Dealer now owned or hereafter acquired by the Dealer and in all of the Dealer's Contract rights and Accounts Receivable, now existing or hereafter created or arising, and in the proceeds thereof, (hereinafter called the collateral). The Dealer hereby authorizes the Seller to execute Financing Statements on the Dealer's behalf and to file the same as the Seller deems necessary.
- SELLER WARRANTS THAT ALL MERCHANDISE WHICH IT SELLS TO THE DEALER WILL BE REPAIRED OR REPLACED BY THE SELLER IF RETURNED TO THE SELLER'S WAREHOUSE AT BUFFALO, NEW YORK, AND IF FOUND TO HAVE BEEN DEFECTIVE IN MANUFACTURE, FOR A PERIOD OF SIXTY DAYS FROM THE TIME OF SALE THEREOF, AND THIS SHALL BE THE LIMIT OF THE SELLER'S RESPONSIBILITY THEREFOR AND THE SELLER SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES EITHER DIRECT OR CONSEQUENTIAL, AND THERE ARE NO OTHER WARRANTIES WITH RESPECT TO SUCH MERCHANDISE, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF FITNESS FOR USE, OR OF MERCHANTABILITY WITH RESPECT THERETO.
- Dealer shall keep its place of business, its business records and the collateral at the address above specified as the address of the Dealer and shall not move the same to another location, or open or close any other places of business, or resell any of its inventory other than in the ordinary course of business, except with the written consent of the Seller first being obtained.
- Dealer shall furnish the Seller with such Financial Statements, Reports, Certificates and other data concerning the collateral, the Dealer's general business conditions and such other matters as the Seller may from time to time request, all in such form and detail as the Seller may require, and the Dealer shall further do, make, execute and deliver, all such additional and future Deeds and Instruments as the Seller may require more completely to vest in and assure to the Seller its rights hereunder.
- If the Dealer fails to pay any indebtedness when due, or any Promissory Note given to evidence any part thereof, or in the event of the death, dissolution, insolvency or business failure of the Dealer or any Endorser or Guarantor of the Dealer, or any Warrant, Attachment, Levy or similar proceeding is made against the Dealer, or any Tax Liens or Assessments filed against the Dealer, or if any of the foregoing has occurred with respect to any Endorser or Guarantor of the Dealer, or if any representations or warranties made by the Dealer with respect to any material fact are untrue at the time it is given, or if the Seller deems itself insecure, or in the event of any loss or impairment of the collateral, then upon the occurrence of any of the foregoing, all of the Dealer's indebtedness to the Seller shall immediately become due and payable without demand or notice of any kind, notwithstanding the maturity date or dates expressed in any Notes or other evidence thereof, and the Seller shall be entitled to proceed to enforce its Security Agreement, and if any deficiency remains thereon, the Dealer and all Endorsers and Guarantors of the Dealer's indebtedness agree to pay the same. In addition thereto, and whether or not such Security Agreement is enforced, the Seller shall have all other rights and remedies which it may enforce separately, or in conjunction with, or at the same time, under any and all of the laws of the State of New York. If the Seller places such indebtedness for collection, or for legal action, or for enforcement of its Security Agreement, or any or all of such remedies, the Dealer and its Endorsers, and its Guarantors agree to pay 25% of the amount thereof as Collection and Attorneys' fees in addition thereto.
- A Waiver by the Seller of any of its rights at any time and for any length of time, shall not affect or impair its right to enforce any provision of this agreement at any time thereafter. Upon request of the Seller, the Dealer shall allow the Seller to examine its Financial Books and Records at any time that any indebtedness becomes past due, and will supply the Seller the contracts, invoices and other documents supporting any contract rights and accounts receivable then in existence, so as to enable the Seller to enforce its Security Agreement thereon, and if required by the Seller, the Dealer will execute individual Assignments of such Contract rights and Accounts Receivable to the Seller so as to enable the Seller to enforce the same, but there shall be no liability or obligation on the part of the Seller with respect to performance or completion thereof, nor for any labor or materials rendered or supplied by the Dealer.
- The Seller may at any time refuse or reject any Orders of the Dealer, regardless of whether or not it has any reason or justification in doing so. As to any Orders accepted by the Seller, its obligation to deliver such merchandise shall be excused and the Seller shall have no liability for damages for failure to deliver, or any delay in delivery, if caused by shortages of material, strikes, workouts, fire, war, Acts of God, or other matters beyond its reasonable control.
- This constitutes the entire agreement between the parties and there are no warranties, representations, rights or remedies except as expressed herein.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the date first above written.

SELLMORE INDUSTRIES, INC. Seller
 BY: Robert S. [Signature]

is
Blake's Seamless Butter Dealer
 BY: Dean Blake
 (State Office if a Corporation, or state whether Partner or Proprietor)

FINANCING STATEMENT FORM UCC-1

Identifying File 281729

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

1. LESSOR Lessee:

Name NICTO, INC., T/A NICK & TOM'S PLACE
Address 3638 Clay Street, Annapolis, MD 21401

2. SECURED PARTY Lessor:

Name CENTURY EQUIPMENT LEASING CORPORATION
Address P.O. Box 157, Willow Grove, PA 19090

Return To

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee
FIRST PENNSYLVANIA BANK
1500 Market Street
Philadelphia, PA 19101

- (1) 2 Door (Sliding) Merchandiser SIN 14556607040 R04 110:41
- (8) Bar Stools

H. EMLE SCHAFER

CHECK THE LINES WHICH APPLY

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

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

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

12

(Signature of Debtor)

Type or Print Above Name on Above Line

Frank W. [Signature] President
NICTO, INC.
T/A NICK & TOM'S PLACE
Type or Print Above Signature on Above Line

(Signature of Secured Party)

[Signature] Assistant Secy
CENTURY EQUIPMENT LEASING CORPORATION
Type or Print Above Signature on Above Line

FC21

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)
McCoy, James C.
351 Addison Dr.
Glen Burnie, MD. 21061

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)

Libers 486 Page 121

3. This statement refers to original Financing Statement No. 257011 Dated: 6/12/85

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

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

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

D. Termination.
The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

RECORDING FEE 11.00
M/30210 0040 N08 1101D1
08/15/90

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

Ford Motor Credit Co.
(NAME OF SECURED PARTY)

Dated: 8/1, 1990

By: J. Doran

11-

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281730

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Lands End, Inc.
Address 313 Revell Highway Annapolis, MD 21401

2. SECURED PARTY

Name WHIRLPOOL FINANCIAL CORPORATION
Address PO Box 1119 Mt. Laurel, NJ 08054

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

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

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

All inventory new or used, now owned or hereafter acquired, wherever located, including but not limited to, all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

Name and address of Assignee
M. LIND SCHWEPER
08/15/90



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)

XXX (Proceeds of collateral are also covered)

XXX (Products of collateral are also covered)

Charles F. Wheatley III
(Signature of Debtor)

Charles F. Wheatley III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WHIRLPOOL FINANCIAL CORPORATION

Michael A. Thompson
(Signature of Secured Party)

Michael A. Thompson, Area Credit Manager
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281731

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 ⁶⁸⁷⁰ Michael Cherry DBA
Name Cherry Yachts
Address 222 Severn Ave., Suite 3, Annapolis, MD 21403

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 12.00
POSTAGE .50
MAY 2000 (04) 104 112:16
08/15/90
H. ERLE SCHAFER
CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

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)

X Michael Cherry
(Signature of Debtor)

Michael Cherry
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
(Signature of Secured Party)

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

12:50

EXHIBIT A

DESCRIPTION OF EQUIPMENT

- One (1) Epson 3000
- One (1) 80386-20MHZ CPU
- One (1) Video Card
- One (1) 80 MEG HARD DRIVE AND CON
- One (1) CARDINAL 2400 BAUD INTERN MODEM
- One (1) MS DOS 4.0 SOFTWARE
- One (1) MOUSE
- One (1) TI PS LASER PRINTER
- One (1) 3 MEGS RAM
- One (1) INTER-TEL GLX KSU
- Three (3) INTER-TEL GLX STD PHONES
- One (1) BUCK SYSTEM - PC ACCESS
- One (1) VGA COLOR MONITOR RELISYS
- One (1) WINDOWS SOFTWARE

Michael Cherry DBA
 Cherry Yachts
 Type Full Legal Company Name

X Michael W. Cherry _____
 Signature Print Name Signature Print Name

Owner _____
 Title Title

July 24, 1990 _____
 Date Date

The underlying secured transaction being publicized by this Financing Statement is is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORM
TO BE RECORDED IN LAND RECORDS YES NO
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 08-10-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address: Chesapeake Aluminum Products, Inc. 1797 Virginia Avenue Annapolis, MD 21401	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
--	---

Name and address of Secured Party Bay National Bank 2661 Riva Road Annapolis, MD 21401	Name and address of Assignee 
--	---

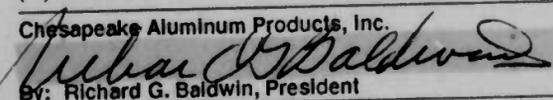
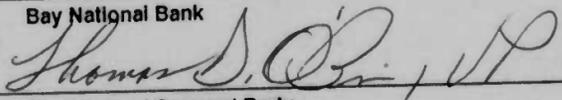
Date of maturity, if any	Check if proceeds/products of collateral are covered (-X)
--------------------------	---

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

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

Describe Real Estate if applicable:
This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
() already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

Chesapeake Aluminum Products, Inc.  By: Richard G. Baldwin, President Signature of Debtor	Bay National Bank  Signature of Secured Party
---	---

RECORD FEE 11.00
.50
08/15/90
TRANSFER
AS PER INSTRUMENT COPY

WW916801.FIS
3326
06/05/90

BOOK 559 PAGE 314

281733

⑥
FINANCING STATEMENT

TO BE RECORDED:

1. AMONG THE FINANCING STATEMENT RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
2. AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
3. AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

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

1. NAME AND ADDRESS OF DEBTOR:

BOB BELL FORD
7165 Ritchie Highway
Glen Burnie, Maryland 21061
Attn: Robert L. Bell

2. NAME AND ADDRESS OF SECURED PARTY:

CITIZENS BANK OF MARYLAND
14401 Sweitzer Lane
Laurel, Maryland 20707
Attn: Sara J. Duchon

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), all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of

22.

Trust, Assignment and Security Agreement dated ~~June~~ ^{July} _____, 1990 (the "Deed of Trust") executed by the Debtor for the benefit of Joseph A. Hulseberg and Alan A. Lancaster, as Trustees, and the Secured Party. ✓

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

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

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

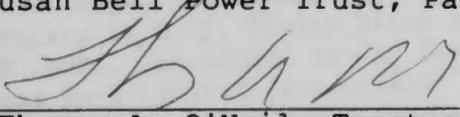
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that ²⁰⁰⁴ 559 ^{PAGE} 316 recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

BOB BELL FORD

By: Susan Bell Power Trust, Partner

By: 
✓ Thomas A. O'Neil, Trustee *et al*

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

Andrew G. Shank, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

EXHIBIT "A"

As to Lot No. 1:

BEING KNOWN AND DESIGNATED as Lot No. 1, as shown on the Surveyor's Certificate by D. S. Thaler Storm and Associates, entitled, BOB BELL & EDWARD WICKER SUB., attached to a Deed dated February 1, 1989 between Ritchie Business Park Limited Partnership and Bob Bell Ford and recorded among the Land Records of Anne Arundel County in Liber No. 4788, folio 227.

As to Lot No. 2:

Beginning for the same at a point on the easterly right-of-way line of Governor Ritchie Highway, Maryland Route 2, at a corner in common with either lands of Bob Bell Ford recorded among the Land Records of Anne Arundel County, Maryland in Liber 3524 folio 665; thence, binding upon partly upon the last said lands and partly upon a parcel of land of Edward Wicker, et al., recorded among the said Land Records in Liber 3392 folio 578, South 65 36'13" East 896.83 feet to a point; thence, South 24 12'38" West 210.00 feet to a point; North 65 36'13" West 120.00 feet to a point; South 24 12'38" West 209.62 feet to a point; North 65 35'13" West 177.00 feet to a point; thence, running partly with an existing fence, North 24 17'10" East 230.48 feet to a point; thence, leaving said fence, North 65 36'13" West 467.18 feet to a point; North 24 23'47" East 4.15 feet to a point; North 65 36'13" West 35.50 feet to a point; South 24 23'47" West 5.35 feet to a point; North 65 36'13" West 62.39 feet to a point; North 20 36'13" West 28.78 feet to a point; and, North 65 36'13" West 15.00 feet

to intersect the aforementioned easterly right-of-way line of Governor Ritchie Highway; thence, binding upon said right-of-way line of Governor Ritchie Highway, North 24 17'10" East 170.00 feet to the point of beginning.

Containing 4.875 acres of land, more or less.

BEGINNING FOR THE SAME at a point which marks the beginning of the 3rd or North 65° 36' 13" West, 399.96 ft. line described in that conveyance from Edward Wicker, et al., to Ritchie Business Park Limited Partnership by Deed dated the 17th day of November, 1987 and recorded among the Land Records of Anne Arundel County in Book 4499, page 191. Thence from the point of beginning so fixed and binding on said 3rd line and with all bearings referred to in the Anne Arundel County Planning and Zoning Commission grid by way of direct ties to Mon. 6, being a monument found in the median strip of Ritchie Highway and to 4-C A.A.C.S.C. #1896, being a monument found in a metal box off the northbound lane of Ritchie Highway at Furnace Branch Road.

- (1) North 65° 37' 32" west, 399.96 ft. to intersect the easterly right-of-way of Governor Ritchie Highway (Maryland Route 2); thence binding on said easterly right-of-way in part thereof and still binding on the outline of said conveyance to Ritchie Business Park Limited Partnership
- (2) North 24° 15' 51" east, 30.00 ft.; thence leaving said Ritchie Highway and still binding on said outline
- (3) South 65° 37' 32" east, 399.87 ft.; thence leaving said last mentioned outline and running through said last mentioned conveyance
- (4) South 24° 05' 32" west, 30.00 ft. to the point of beginning. Containing 0.2754 of an acre of land, more or less within the bounds of this description.

BEING a part of that conveyance from Edward Wicker, et al., to Ritchie Business Park Limited Partnership by Deed dated the 17th day of November, 1987 and recorded among the Land Records of Anne Arundel County in Book 4499, page 191.

BEING and intended to be all of the 0.2754 AC. parcel shown on the Plat of Minor Subdivision Edward Wicker, et al., property and recorded among the Plat Records of Anne Arundel County in Plat Book 105, page 38.

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 277956 recorded in
Liber 543, Folio 407 on 7/13/89 at Anne Arundel County
Date Location

1. DEBTOR(S):
Name(s) Pasquale DiDonato and Angelina DiDonato
Address(es) P. O. Box 142, Chester, Maryland 21619

2. SECURED PARTY:
Name Maryland National Bank, REIG, Construction Finance Section
Address 10 Light Street, 19th. Floor, Baltimore, Md. 21202

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

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

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

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

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

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

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

8.

10.00
50
POSTAGE
08/15/89

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Richard C. Springer
Richard C. Springer, 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.

MANIS, SNIDER, BUCK & MIGDAL, CHARTERED
P. O. Box 2400
Annapolis, Maryland 21404

10-50

DI006.5

TO BE RECORDED AMONG THE
FINANCING RECORDS

281734

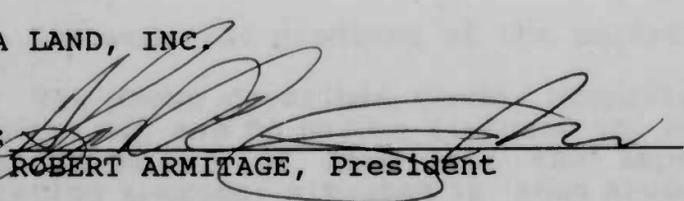
THIS TRANSACTION IS SUBJECT
TO RECORDATION TAXES ON THE
AMOUNT OF \$ 279,750.00
WHICH HAVE BEEN PAID TO THE
CLERK OF THE CIRCUIT COURT
OF Anne Arundel

FINANCING STATEMENT

1. DEBTOR(S) HRA LAND, INC.
P. O. Box 3515
Annapolis, Maryland 21401
2. SECURED 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):

HRA LAND, INC.

BY: 
H. ROBERT ARMITAGE, President



RECORD FEE 11.00
POSTAGE .50
#72400 0777 003 118+22
08/15/90
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 #7025

1150

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.

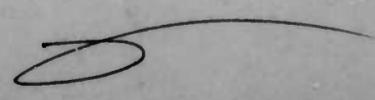
(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and 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 Lots "E" of Block 20, as shown on a Plat entitled, "Revised Plat of Arundel on the Bay", which plat is duly recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-3, folio 11 (now Plat Book 9, folio 25).



281735

VALUE OF F, F, & E = 21,686.68 / 210,129.80 = .1032 x 100(thousands) x \$7.00per thousand
TOTAL ASSETS = LOAN AMOUNT = \$72.24(enclosed)

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 100,000.00
- To Be Recorded
- Financing Statement records of Anne Arundel County

NAME	ADDRESS
1. Debtors(s) (or assignor(s))	No. Street City State
<u>Bedding Plus Rentals, Inc.</u>	<u>101 E. Holsum Way Glen Burnie, MD 21061</u>
2. Secured Party (or assignee)	
<u>NCNB Bank of Maryland,</u>	<u>201 N. Charles Street, Baltimore, MD 21201</u>

3. This Financing Statement covers the following types (or items) of property:
- All accounts and contract rights now owned or hereafter acquired
 - All furniture, fixtures and equipment now owned or hereafter acquired
 - All inventory, work in process and finished goods now owned or hereafter acquired



RECORD FEE 11.00
RECORD TAX 73.50
POSTAGE .50

CHECK THE LINES WHICH APPLY

4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

412730 DIST 003 716:08
08/15/90
H. ERIC SCHAFER
AA CO. CIRCUIT COURT

Title Owner of Real Estate: _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:	Debtor(s) or Assignor(s)
NCNB Bank of Maryland	<u>Bedding Plus Rentals, Inc.</u>
By: <u>Gail D. Houser</u>	By: <u>Robert W. Ballard</u>
Type Name <u>Gail D. Houser</u>	_____
Title <u>Commercial Lending Officer</u>	_____

Type or Print Name and Title of Each Signature

11-7350-50

281736

BOOK 559 PAGE 323

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)

Edwards, Jr., George
Edwards, Lee Anne Marie
111 Benfield Road
Severna Park, MD 21146

2 Secured Party(ies) and Address(es)

HARBOR TRUCK SALES AND SERVICE, INC.
2723 Annapolis Road
Baltimore, Md., 21230

3 Maturity date (if any):

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

RECORD FEE 12.00

POSTAGE .50

4392759 0040 104 109:38

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

1989 Freightliner, model FLC12064, serial #1FVN2CY93KH370131,
with a 14.5' R/S steel dump body serial #90030309

"Document not subject to recordation tax-conditional sales
contract signed by Debtor."

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

8/16/90
Associates Commercial Corp.
1801 McCormick Dr., Suite 200
Landover, MD 20785

2A MD. CIRCUIT COURT

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



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

Filed with: ~~State of Maryland~~ Anne Arundel county 1365609

George A. Edwards, Jr. & Lee Anne Marie Edwards

HARBOR TRUCK SALES AND SERVICE, INC.

By: *George A. Edwards, Jr.*
Signature(s) of Debtor(s)

By: *FRANK SOOK (SEC. TREAS)*
Signature(s) of Secured Party(ies)

1250

603469 Rev 12-80

FILING OFFICER COPY-ALPHABETICAL

281737

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)
Communication Systems
Technology, Inc.
9740 Patuxent Woods Drive
Columbia, Maryland 21046

2. Secured Party(ies) and address(es)
Autometric Incorporated
5301 Shawnee Road
Alexandria, Virginia 22312

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

RECORD FEE 13.00

POSTAGE .50

#392789 CD40 RD4 T09:41

09/24/90

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

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

H. ERLE SCHAFER

44 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: 2

Filed with:

State of Maryland

Communication Systems Technology, Inc.

Autometric Incorporated

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.

SALE AND PURCHASE OF ASSETS AGREEMENT
SPECIFICATIONS AND DOCUMENTATION
WITH RESPECT TO ANALYZE I AND ANALYZE II
SCHEDULE 1.7

- o Object Code
 - ANALYZE. OBJ ANA II. OBJ
- o job control language
 - none
- o macros
 - NONE
- o algorithms and load modules
 - ANALYZE, EXE ANA II, EXE
- o output reports, test data relating to installations, etc.
 - language definition tables
 - REFFIL. DAT
- o Marketing material
 - 4-page color information sheet for ANALYZE
 - Customer inquiry list
 - Customer purchase list
- o Derivative Software
 - None
- o Copyrights or Patents
 - None
- o Trade names, trademarks or service marks
 - None
- o Operators manual
 - ANALYZE User's Manual
 - ANALYZE II User's Manual (draft only)
- o User documentation or guides
 - None
- o Installation Guides
 - None
- o System Documentation and manuals
 - None
- o Narrative descriptions, flow charts
 - None
- o Design Specifications
 - None

SALE AND PURCHASE OF ASSETS AGREEMENT
SPECIFICATIONS AND DOCUMENTATION
WITH RESPECT TO ANALYZE I AND ANALYZE II
SCHEDULE 1.7

- o File Layouts
 - None
- o Logic flow diagrams
 - None
- o Source code
 - ANALYZE. FOR ANA II. FOR
 - ANALYZE. ADA

281738

BOOK 559 PAGE 327

FINANCING STATEMENT

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

1. Debtor Name and Addresses:

Safety Check, Inc.
2203B Defense Highway
Crofton, Maryland 21114

7235 Landover Road
Landover, Maryland 20785

7563 Ritchie Highway
Glen Burnie, Maryland 21061

2. Secured Party Name and Address:

Quaker City Motor Parts Co.
North Broad Street
Middletown, Delaware 19709



RECORDING FEE 11.00

POSTAGE .50

RECORDED 1040 899 109146

08/16/90

H. ELLI SCHWELM

100 124 110000 10000

[Handwritten mark]

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

Existing and future inventory, and accounts receivable, including proceeds of insurance thereon.

4. This recording is not subject to Recordation Tax.

SAFETY CHECK, INC.

By: [Signature]
President

Debtor

QUAKER CITY MOTOR PARTS CO.

By: [Signature]
President

Secured Party

11/30

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281739

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 3/12/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Alling & Cory Company
Address 815 Central Avenue, Linthicum, MD 21090

2. SECURED PARTY

Name XL/Datacomp, Inc.
Address 908 North Elm Street, Hinsdale, IL 60521

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

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

The computers, software, and other data processing equipment as more fully described in Exhibit D attached hereto and made a part hereof.

REFERENCE: Schedule D, Master Equipment Lease TOR1519 dated 3/6/90.

The leasing of this equipment does not create a security interest.
NOT SUBJECT TO MARYLAND RECORDATION TAX

CHECK THE LINES WHICH APPLY

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

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

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

Signature of Debtor: Arthur E. Chester

ARTHUR E. CHESTER
Type or Print Above Name on Above Line

The Alling & Cory Company
Type or Print Above Signature on Above Line

5777 LM 297660

RETURN TO:
LEXIS DOCUMENT SERVICES
P.O. Box 2988
Springfield, Illinois 62708

Signature of Secured Party: Laura M. Steffen
LAURA M. STEFFEN
XL/Datacomp, Inc.
Type or Print Above Signature on Above Line

Anne Arundel Co, MD

SCHEDULE D DATED 3/6/90

TO MASTER EQUIPMENT LEASE NO. TOR1519 DATED 1/15/90

CUSTOMER: The Alling & Cory Company

EQUIPMENT LOCATION: Various

COMMENCEMENT DATE: Upon Delivery

MANUFACTURER: IBM/Anzac

INITIAL TERM: 36 months after the first day of the month following the commencement date

BOOK 559 PAGE 329

Quantity	Type	Model	Description	Serial No.	Monthly Rent	Stipulated Loss Value
LOCATION: 55 Snowdrift Road North Iron Run Industrial park Allentown, PA 18106						
1		4234-002	400 LPM Printer			
LOCATION: 612 Virginia Avenue Fairmont, WVA 26554						
2		4234-002	400 LPM Printer			
LOCATION: 23 Garden Street New York Mills, NY 13417						
1		4234-002	400 LPM Printer			
LOCATION: 815 Central Avenue Linthicum, MD 21090						
1		5080	Anzac LPM Printer			

(EXHIBIT A)

(continued)

MASTER EQUIPMENT LEASE: This Schedule is entered into pursuant to the Master Equipment Lease identified above, a copy of which each party hereto has been provided. All of the terms, conditions, representations and warranties of the Master Equipment Lease are hereby incorporated by reference herein and made a part hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separate lease with respect to the Machines described herein. By their execution and delivery of this Schedule, the parties hereby reaffirm as of the date hereof all of the terms, conditions, representations and warranties of the Master Equipment Lease, except as modified herein.

XL/DATACOMP, INC.

By: _____
Its duly authorized representative

The Alling & Cory Company
Customer
By: [Signature]
Title: President

SCHEDULE D DATED 3/6/90 BOOK 559 PAGE 330

TO MASTER EQUIPMENT LEASE NO. TOR1519 DATED 1/15/90

CUSTOMER: The Alling & Cory Company

EQUIPMENT LOCATION: Various

COMMENCEMENT DATE: Upon Delivery

MANUFACTURER: IBM/Anzac

INITIAL TERM: 36 months after the first day of the month following the commencement date

Quantity	Type	Model	Description	Serial No.	Monthly Rent	Stipulated Loss Value
LOCATION: State Road/American Drive Bensalem, PA 19020						
1		5080	Anzac 800 LPM Printer			
LOCATION: 2920 New Beaver Avenue Pittsburgh, PA 15233						
1		5080	Anzac 800 LPM Printer			

(EXHIBIT A)

Total Monthly Lease Payment: 36 Months
\$1,670

MASTER EQUIPMENT LEASE: This Schedule is entered into pursuant to the Master Equipment Lease identified above, a copy of which each party hereto has been provided. All of the terms, conditions, representations and warranties of the Master Equipment Lease are hereby incorporated by reference herein and made a part hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separate lease with respect to the Machines described herein. By their execution and delivery of this Schedule, the parties hereby reaffirm as of the date hereof all of the terms, conditions, representations and warranties of the Master Equipment Lease, except as modified herein.

XL/DATACOMP, INC.

The Alling & Cory Company
Customer

By: _____
Its duly authorized representative

By: *S. T. Howard*
Title: *President*

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. **281740**

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 31,500.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$220.50.

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

1. DEBTOR

Name C & S Faulkner, Inc.
Address 6520 Hanover Road Hanover, MD 21076

2. SECURED PARTY

Name Orix Credit Alliance, Inc.
Address P.O. Box 676, 1331A Ashton Road Hanover, MD 21076

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."

RECORDING FEE 11.00

RECORDING TAX 220.50

POSTAGE .00

REGISTERED COPY NO# 109150

08/16/79

H. ERIC SCHAFER

ANNE ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

C & S Faulkner, Inc.

[Handwritten Signature]

(Signature of Debtor)

Tirso Martinez, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

[Handwritten Signature]

(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

11/220.50

SCHEDULE "A"

BOOK 559 PAGE 332

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated _____ June 27, 19 90 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Six (6)	30 yard Roll-off Containers		16025
			16026
			16027
			16028
			16029
			16030
Four (4)	30 yard Roll-off Containers		16035
			16036
			16037
			16030
Two (2)	20 yard Roll-off Containers		16039
			16040

The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.

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

Secured Party/Seller/Mortgagee/Lessor:

Debtor/Purchaser/Mortgagor/Lessee:

Orix Credit Alliance, Inc.

C & S Faulkner, Inc.

By: _____

By: *Trine Galt Kre*

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 417

Page No. Folio 249

Identification No. File 228855

Dated 10-18-79

1. Debtor(s) { Eastern Petroleum Corporation
 Name or Names—Print or Type
33 Hudson Street, Annapolis A.A. Co. Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { First Maryland Leasecorp.
 Name or Names—Print or Type
25 South Charles St. PO Box 1596 Baltimore Md 21203
 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
 #065490 C237 R02 T11:34
 08/16/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT



Dated: 7/20/90

[Signature] Name of Secured Party

[Signature] Signature of Secured Party

 Type or Print (Include Title if Company)

103

UNIFORM COMMERCIAL CODE BOOK **559** PAGE **334**
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 417 Page No. Folio 546
 Identification No. File 229136 Dated 10-31-79

1. Debtor(s) { Eastern Petroleum Corporation
 Name or Names—Print or Type
33 Hudson Street, Annapolis A.A. Co. Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { 1ST MARYLAND LEASE CO
 Name or Names—Print or Type
25 Charles St. P.O. Box 1596 Baltimore, Md 21401
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 10.00
 POSTAGE .50
 #065500 C237 R02 T11:34
 08/16/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT



Dated: 7/20/90

 Name of Secured Party
[Signature]
 Signature of Secured Party

 Type or Print (Include Title if Company)

10⁰⁰ 38

UNIFORM COMMERCIAL CODE BOOK **559** PAGE **335**
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 428 Page No. Folio 316
 Identification No. File 233908 Dated 8-14-80

1. Debtor(s) { Eastern Petroleum Corporation
 Name or Names—Print or Type
33 Hudson Street, Annapolis A.A. Co. Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { First Maryland Lease Corp.
 Name or Names—Print or Type
25 South Charles St. Baltimore, Md 21203
 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
 #365510 C237 R02 T11:34
 08/16/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT



Dated: 7/20/90 _____

 Name of Secured Party

 Signature of Secured Party

 Type or Print (Include Title if Company)

1030

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

BOOK 559 PAGE 336

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 441

Page No. Folio 299

Identification No. File 239435

Dated 08-28-81

1. Debtor(s) { Eastern Petroleum Corporation
 Name or Names—Print or Type
33 Hudson Street, Annapolis A.A. Co. Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { Calvert's Inc.
 Name or Names—Print or Type
Mountain & Solley Rds. Pasadena Md 2122.
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 10.00
 POSTAGE .50
 #865820 C237 R02 111435
 08/16/90
 H. EMLE SCHAFER
 AA CO. CIRCUIT COURT



Dated: Aug 1, 1990

[Signature]
 Name of Secured Party

[Signature]
 Signature of Secured Party

Eastern Petroleum Assigned Calvert's Inc.
 Type or Print (Include Title if Company)

1000

BOOK 559 PAGE 337

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

Roll No. Liber 468 Page No. Folio 135
 Identification No. File 249960 Dated 11-29-83

1. Debtor(s) { Eastern Petroleum Corporation
 Name or Names—Print or Type
33 Hudson Street, Annapolis A.A. Co. Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { Farmers National Bank
 Name or Names—Print or Type
S Church Circle Annapolis, Md
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 10.00
 POSTAGE .50
 #065530 0237 R02 T11:35
 08/16/90
 H. ERLE SCHAFFER
 AA CO. CIRCUIT COURT



10⁰⁰

Dated: 7-12-90

Farmers National Bank
 Name of Secured Party

Donna J. Stevens
 Signature of Secured Party

Donna J. Stevens, Loan Operations Officer
 Type or Print (Include Title if Company)

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 473 417

Page No. Folio 353 249

Identification No. File 228855

Dated 5-22-84

1. Debtor(s) { Eastern Petroleum Corporation
 Name or Names—Print or Type
 33 Hudson Street, Annapolis A.A. Co. Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { First Maryland Lease Corp.
 Name or Names—Print or Type
 P.O. Box 1596
 25 South Charles St. Baltimore, Md. 21203
 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
 #065540 0237 R02 T11:36
 08/16/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Dated: 7/20/90

Name of Secured Party

Signature of Secured Party

Type or Print (Include Title if Company)

10.00

UNIFORM COMMERCIAL CODE BOOK 559 PAGE 339
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 476

Page No. 594

Identification No. _____

Dated _____

1. Debtor(s) { George Shifflett
t/a Jack's Amoco
 Name or Names—Print or Type
8563 Ft Smallwood Rd. Pasadena, Md 21122
 Address—Street No., City - County State Zip Code

2. Secured Party { The Equipment Leasing Co. Barbara Granger
 Name or Names—Print or Type
Ruxton Towers Box 307 Ridgwood Md 21139
 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.) <u>TERMINATION</u></p>

RECORD FEE 10.00
 POSTAGE .50
 W865550 C237 R02 T11:36
 08/16/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Dated: 7/12/90

 Name of Secured Party
[Signature]
 Signature of Secured Party
G.A. Kaufman CEO
 Type or Print (Include Title if Company)

1000
 130

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 499 Page No. Folio 41
 Identification No. File 262315 Dated 6-13-86

1. Debtor(s) { Eastern Petroleum Corporation
 Name or Names—Print or Type
 33 Hudson Street, Annapolis A.A. Co. Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { FIRST AMERICAN BANK OF MD
 Name or Names—Print or Type
8701 Georgia Ave Silver Spring Md 20910
 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
 #865560 C237 R02 Y11:37
 08/16/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT



Dated: 7-14-90

Anna Kitzmiller

Name of Secured Party

Anna Kitzmiller

Signature of Secured Party

FIRST AMERICAN BANK OF MARYLAND

27 PAROLE PLAZA

ANNAPOLIS, MARYLAND 21401 (File if Company)

1003

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 501

Page No. Folio 211

Identification No. File 263079

Dated 7-29-86

1. Debtor(s) { Eastern Petroleum Corporation
 Name or Names—Print or Type
 33 Hudson Street, Annapolis A.A. Co. Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { First American Bank of Md.
 Name or Names—Print or Type
 8701 Georgia Ave Silver Spring Md 20910
 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
 #065570 0237 R02 T11:37
 08/16/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT



Dated: August 1, 1990

Anna Kitzmiller
Name of Secured Party

Anna Kitzmiller
Signature of Secured Party

First American Bank of Maryland
Type or Print (Include Title if Company)

1600

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 508 Page No. Folio 11
 Identification No. File 265988 Dated 2-09-87

1. Debtor(s) { Eastern Petroleum Corporation
 Name or Names—Print or Type
33 Hudson Street, Annapolis A.A. Co. Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { First American Bank of Maryland
 Name or Names—Print or Type
Georgia Ave, Silver Spring Md 20910
 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
 WINDSOR C237 R02 Y11438
 08/16/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT



Dated: 7/24/90 _____
 Anna Kitzmiller
 Name of Secured Party
Anna Kitzmiller
 Signature of Secured Party
 FIRST AMERICAN BANK OF MARYLAND
 37 PAROLE PLAZA
 ANNAPOLIS MARYLAND 21401
 Type of Print (Include Title if Company)

10.00
 50

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 508

Page No. Folio 473

Identification No. File 266230

Dated 2-16-87

1. Debtor(s) { Eastern Petroleum Corporation
 Name or Names—Print or Type
 33 Hudson Street, Annapolis A.A. Co. Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { FIRST AMERICAN BANK OF MARYLAND
 Name or Names—Print or Type
Georgia Ave, Silver Spring Md 20910
 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
 #365590 C237 R02 T11:38
 03/16/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT



Dated: 7/24/90

Anna Kitzmiller
 Name of Secured Party

Anna Kitzmiller
 Signature of Secured Party

FIRST AMERICAN BANK OF MARYLAND
37 PAROLE PLAZA
ANNAPOLIS, MARYLAND 21401
 (Include Title if Company)

10.50



281741

BOOK 559 PAGE 344

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal
Amount is \$ 54,000.00
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County,
Baltimore County, Baltimore City

NAME	Street	City	State
1. Debtor(s)			
<u>Tate Personnel Services, Inc., 20 Hammonds Lane, Baltimore, Maryland 21225</u>			

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

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

Check one or more boxes as applicable:

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

RECORD FEE 11.00
RECORD TAX 378.00
POSTAGE .50
#866210 C237 R02 715*23
08/16/90

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 Jeffrey D. Weeks
Title Senior Vice President

Debtor(s) or Assignor(s)
Tate Personnel Services, Inc.
By: [Signature]
Arthur C. Tate, Jr. President

Type or Print Name and Title of Each Signature

11/00
378.00

The underlying secured transaction being publicized by this Financing Statement is is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$9,000.00.

MARYLAND FINANCING STATEMENT FORM
 TO BE RECORDED IN LAND RECORDS YES NO
 STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 08-15-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address: Perinford Financial Services, Inc. 410 Severn Avenue, Suite 412 Annapolis, MD 21403	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name and address of Secured Party Bay National Bank 2661 Riva Road Annapolis, MD 21401	Name and address of Assignee
Date of maturity, if any	Check if proceeds/products of collateral are covered (X)

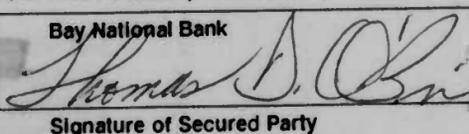
This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

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

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
 which is proceeds of the original collateral described above in which a security interest was perfected.

Perinford Financial Services, Inc. By: David S. Alperm, President Signature of Debtor	Bay National Bank  Signature of Secured Party
--	---

RECORD FEE 11.00
 RECORD TAX 63.00
 POSTAGE .50
 8919600 0345 P01 710.37
 08/17/90
CK
 FILED INCLINER
 IN CO. CLERK'S COURT

6311

CLIN	DESCRIPTION	CATALOG NUMBER	QTY	UNIT PRICE	TOTAL PRICE
1.	486/25MHz (W/64K CACHE)	MICCPRO8	1	6915.00	6915.00
	CONSISTING OF THE FOLLOWING:				
	FULL-TOWER CASE	MICCS03	1		
	8MB RAM	MICCSM05	1		
	KEYBOARD 101KEY ENHANCED	MICCKB01	1		
	1.2MB 5.25" FLOPPY DRIVE	MICCFD02	1		
	1.44MB 3.5" FLOPPY DRIVE	MICCFD04	1		
	80MB TAPE B/U 40/80/120	MICCTB02	1		
	200MB MAXTOR HARD DRIVE	MICCFD05	1		
	IDE (HRD/FLOPPY DV CNTRL)	MICCCB02	1		
	IRWIN MUX BOARD	MICCMX01	1		
	14" VGA COLOR (1024X760)	MICCCS03	1		
	VGA (1024X768) VIDEO	MICCV04	1		
	DUAL SERIAL/PARALLEL PORT	MICCCSP01	1		
	DUAL SERIAL/PARALLEL PORT	MICCCSP01	1		
	MOUSE 2BUTTON (MS COMPAT)	IVT50351	1		
	DOS 4.01	MICCS01	1	71.50	71.50
	FREIGHT	SHIPPING	1		
2.	386SX-16MHz	MICCPRO2	1	2711.00	2711.00
	CONSISTING OF THE FOLLOWING:				

9,769.00

12,844.5

12,813.0

559 346 @.15% =

CONTINUED ON NEXT PAGE

Complete Computer Systems Integration

13012669998 P.01 TO FROM AUG-14-1990 03:24PM

Invoice # : 90-OPEN Date: 08/14/90
 Page: 2
 CLIN CONTINUED....

MINI-TOWER CASE	MICCS04	1		
4MB RAM	MICCSM04	1		
KEYBOARD 101KEY ENHANCED	MICCKB01	1		
1.2MB 5.25" FLOPPY DRIVE	MICCFD02	1		
1.44MB 3.5" FLOPPY DRIVE	MICCFD04	1		
80MB HARD DRIVE	MICCHD03	1		
IDE (HRD/FLOPPY DV CNTRL)	MICCCB02	1		
14" VGA COLOR (1024X760)	MICCCS03	1		
VGA (1024X768) VIDEO	MICCV04	1		
DUAL SERIAL/PARALLEL PORT	MICCCSP01	1		
DUAL SERIAL/PARALLEL PORT	MICCCSP01	1		
MOUSE 2BUTTON (MS COMPAT)	IVT50351	1		
DOS 4.01	MICCS01	1	71.50	71.50
FREIGHT	SHIPPING	1		
TOTAL				\$\$ 9769.00

11-50
10-03-0218

BOOK 559 PAGE 347

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

Roll No. 539 Page No. 02
Identification No. 276623 Dated 3-14-89

1. Debtor(s) { Spa Creek Builders, Inc.
Name or Names—Print or Type
528 Tayman Drive, Annapolis, Md. 21403
Address—Street No., City - County State Zip Code

2. Secured Party { KEY FEDERAL SAVINGS BANK
Name or Names—Print or Type
7F Gwynns Mill Court, Cwincas Mills, MD 21117
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable 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"/> II. 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"/> II. Other: <u>TERMINATION</u> (Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot No. 35, Block J., on a Plat entitled "Plat NO. One Cape St. Claire" which said Plat is dated May 1949 and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-7; Plat NO. 4; now recorded in Plat Book NO. 21, folio 38.

RECORD FEE 10.00
POSTAGE .50
#866860 C237 R02 T10:38
CK 08/17/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: June 5, 1990
BY: [Signature]
Name of Secured Party
Signature of Secured Party
Daniel W. Hume, Vice President
Type or Print (Include Title if Company)

Local Broc. Form T-1

RETURN TO:
Columbia Real Estate Title Insurance Co.
133 Defense Highway
Suite 113
Annapolis, Md. 21401

RETURN TO
COLUMBIA R.E. TITLE
133 DEFENSE HIGHWAY # 113
ANNAPOLIS, MD 21401

10⁰⁰
38

BOOK 559 PAGE 348

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 546

Page 81

Identification No. 273587

Dated 9/13/89

1. Debtor(s)

ADVENTURES IN HOME BUILDING, LTD.
Name or Names-Print or Type
c/o Richard E. Polm
303 Najoles Road, Suite 105, Millersville, MD 21108
Address-Street No. City-County State Zip Code

2. Secured Party

PROVIDENT BANK OF MARYLAND
Name or Names-Print or Type
114 E. Lexington St., Baltimore, MD 21202
Address-Street No. City-County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE CK .50
RECORDED BEST COPY 110:42
08/17/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Form with four options: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes a footnote about lot numbers 17, 10, 22, 19, 16 & 23.

Dated July 24, 1990

PROVIDENT BANK OF MARYLAND

By: Alex J. Guggenheim (Signature of Secured Party)

Alex J. Guggenheim
Vice President

Type or Print Above Name on Above

Columbia Real Estate Title

105

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281743

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

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

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

This financing statement Dated 8/13/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & K Deli, Inc. t/a Michael's Eighth Avenue

Address 241 Wicklow Avenue, Glen Burnie, MD 21061

2. SECURED PARTY

Name The Bank of Glen Burnie

Address P.O. Drawer 70, Glen Burnie, MD 21061

CHARLES W. AYRES, JR., P.O. BOX 670, 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) 8/13/97

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

RECORD FEE 26.00
POSTAGE .50
CK 08/13/90 11:06
08/17/90

CHECK THE LINES WHICH APPLY

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

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

Michael's Eighth Avenue
Eighth Avenue
Glen Burnie, MD 21061

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

C & K DELI, INC. /a Michael's Eighth Avenue

(Signature of Debtor)

Michael J. Wagner, Sr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

(Signature of Secured Party)

Stephen G. Boyd, Senior Vice Pres.
Type or Print Above Signature on Above Line

26



Wagner & Sons, Inc.



7204 MAY WAGNER LANE
GLEN BURNIE, MARYLAND 21061

(301) 766-1150
FAX (301) 768-5822
MICHAEL'S EIGHTH AVENUE
FOOD SERVICE EQUIPMENT

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENSION</u>
1	1	Ice Machine with Storage Bin, Manitowoc #GY-1204A/C-900	4,836.00	4,836.00
2	1	½ H.P. Garbage Disposer with 18" cone and manual reverse switch, insinkerator, # SS-50-18C	860.00	860.00
3	1	Soiled Dishtable with Disposer cone wilded in place, Double Service Rack Shelf, Prerinse sink with scrap Basket and rack, Guides and Fisher Spray Unit (Also includes clean Dishtable with undershelf Item #5), Marlo Custom	5,754.00	5,754.00
4	1	Single Tank Rack Conveyor Dish-machine with vent cowls, Rack Limit Switch, Electric tank Heat (Final Rinse Hot water booster Heater) and stainless Steel Frame and legs. Insinger 66-3	12,952.00	12,952.00
4a	1	Stainless Steel Steam Removal Hood with duct work and epoxy coated exhaust fan (Item 34b), Custom Components, Custom	2,793.00	2,793.00
4b	1	Exhaust Fan (Included in Item #4a)		
5	1	Hot Water Booster Heater (Included in Item #4)		
6	1	Clean Dishtable (Included in Item #3)		

MICHAEL'S EIGHTH AVENUE
FOOD SERVICE EQUIPMENT

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENSION</u>
7	1	100" Long Stainless Steel Slant Shelf, Marlo Custom	619.00	619.00
8	3	Wall Hung Hand Sinks with Gooseneck Faucets, Marlo # WH	600.00	1,800.00
9	1	10 Ft. Galvanized Double Bar Pot Rack, Marlo Custom	215.00	215.00
10	1	Two Compartment Pot Sink with (2) 22"x22"x14" Deep Sink Bowls and (2) 36" Long Drainboards, Marlo #ESC-2-482414-36 LR	11,790.00	11,790.00
11	Lot	Zinc COated Dry Storage Shelving, Clairson	3,778.00	3,778.00
12	1	Mop Sink- By Plumber		
13	Lot	Epoxy Coated Walk-in Cooler/ Freezer Storage Shelving, Clairson	8,594.00	8,594.00
14	1	Three compartment walk-in cooler/freezer combination includes pre-assembled refrigeration systems for outdoor use. Price includes delivery, but does not include erecting of panels, slab work, insulating of slab in freezer section, structural steel work, or refrigeration work, W. A. Brown Custom.	39,295.00	39,295.00
15	1	Receiving scale, Detecto	1,260.00	1,260.00
16	1	Gravity Feed Meat Slicer, Berkel #808 (Alternative- Automatic Slicer)	2,233.00	2,233.00

MICHAEL'S EIGHTH AVENUE
FOOD SERVICE EQUIPMENT

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENSION</u>
17	1	One Door Self Contained Reach-In Freezer, Glenco #ALFA-22-TE	2,341.00	2,341.00
18	1	Food Cutter with Grinding and Slicing attachments, Berkel #1850	4,760.00	4,760.00
19	1	Two Door Self Contained Reach-In Refrigerator, Glenco #ALA-48-TE	2,590.00	2,590.00
20	3	30" x 96" Stainless Steel Work Tables with (2) Stainless Steel Front Drawers, Marlo Custom.	820.00	2,460.00
20A	4	30" x 96" Stainless Steel Work Tables with (1) Stainless Steel Front Drawer, Marlo Custom.	750.00	2,820.00
21	4	Double Deck Convection Ovens with Stainless Steel Fronts and Two Speed Motors, Garland #UCO-G-20	7,320.00	7,302.00
22	2	Heavy Duty Four Burner Ranges with Stainless Steel Fronts and Rear Gas Connections, Garland #44-4OR	1,946.00	38,920.00
22A	1	Two Compartment Convection Steamer, Garland #CC2GG200M24	8,708.00	8,708.00
23	2	Heavy Duty Hot Top Ranges with Stainless Steel fronts, Garland #45-4OR	1,960.00	3,920.00
24	1	40 Gallon Tilting Skillet with Pan Carrier, Power Tilt, 3/4" Cooking Plate, Spring Assist Cover, Electronic Spark Ignition	7,966.00	7,966.00

MICHAEL'S EIGHTH AVENUE
FOOD SERVICE EQUIPMENT

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENSION</u>
25	1	60 Gallon Electric Tilting Kettle with 2" Draw off and Spring Assist Cover, Garland #KT60E-L	7,375.00	7,375.00
26	1	Center Island Exhaust System Including Duct Work, Roof Top Exhaust and Supply Packages, Fire Protection System and Installation. Does not include Electric Work, Custom Components, Custom	44,688.00	44,688.00
27	2	Hose Reels with 30' of Reinforced Hose, Fisher #2980		
28	1	One Door Self Contained Reach-In Refrigerator Glenco ALA-22-TE	1,984.00	1,984.00
29	1	One Door, Self Contained Reach-In Freezer, Glenco ALFA--2-TE	2,343.00	2,343.00
30	1	Filter Magic System with (3) High Efficiency Fryers, Multi-Product Computers Stainless Steel Tanks and Stainless Steel Fronts, Frymaster #FM3H50-D-SD	11,357.00	11,357.00
31	1	Exhaust Fan System - Included		
32	1	Make-Up Air System - Item #26		
33	1	Fire Protection System		
34	2	Holding Cabinets/Banquet Carts with (2) Individually Controlled Sections Each, Alto-Shaam #1000BQ-2	4,248.00	4,248.00
35	4	Double Cavity Cook and Hold Units, Alto-Shaam #100TH-1/HD	5,945.00	5,945.00

MICHAEL'S EIGHTH AVENUE
FOOD SERVICE EQUIPMENT

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENSION</u>
36	1	Two Door Self Contained Pass Thru Reach-In Refrigerator with Solid Doors on One Side and Glass Doors on the Other Side, Glenco #ALA-48-TE-PT	4,024.00	4,024.00
37	1	One Door Self Contained Pass Thru Reach-In Freezer with Solid Door on One Side and Glass Door on Other Side, Glenco #ALFA-22-TE-PT	3,566.00	3,566.00
38		BY Others		
39	4	30" X 96" Stainless Steel Work Tables with 12" X 96" Double Overshelves and (1) Stainless Steel Front Drawer Each, Marlo Custom	1,287.00	5,148.00
40	1	30" x 96" Stainless Steel Work Table with (1) 16" X 20" X 10" Welded Sink Bowl with Faucet and (1) Stainless Steel Front Drawer, Marlo Custom	1,083.00	1,083.00
	1000	M.T.S. Stacking Chair - Gold Tone Grade 6 - Adobe White	52.50	52,500.00
	100	Virco 72" Round Plywood Table	213.00	2,130.00
PROJECTED TOTAL				<u>325,955.00</u>

Does Not Include Freight Charges
or Set-Up and Installation Charges

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 551 Page No. 313
Identification No. 279881 Dated 2/2/90

1. Debtor(s) { David L. Hanold T/A DLH Woodworking
Name or Names - Print or Type
400-B Arundel Corp. Rd., Glen Burnie, A.A., Maryland 21061
Address - Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names - Print or Type
18 West Street, Annapolis, A.A., Maryland 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)

Financing statement amended to increase the Principal amount from \$15,000.00 to \$20,000.00.

Additional recordation taxes of \$35.00 have been paid to Anne Arundel County.

AS APPLIED 10.00
MORTGAGE .50
RECORDED 1040 114101
02/11/90
H. EMLE SUMNER
69 014 114101 114101

DEBTOR
David L. Hanold T/A DLH Woodworking
David L. Hanold
(Signature)
David L. Hanold

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Bradley Pingrey
(Signature of Loan Officer)
Bradley Pingrey, Commercial Lending Officer
(Print Name and Title)
18 West Street, Annapolis, Md 21401
(Address)

10/50

AAG. ce

281744

BOOK 559 PAGE 356

041518

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 8,400.00

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

Name of Debtor

Address

Z Communications, Inc.

48 West Street, P.O. Box 1469
Annapolis, Maryland 21401

SECURED PARTY

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

Attach separate list if necessary

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

All equipment, accounts, supplies, furniture, fixtures and general intangibles now owned or hereafter acquired and all proceeds (cash & non-cash) of such equipment, accounts, supplies, furniture, fixtures and general intangibles, including but not limited to 1 Harris/3M Office Copier Model 6070 Serial #90300667 and 1 Hewlett Packard Laser Jet III Laser Printer, 1 Murata M900 Fax Machine, and 1 Compaq SLT 286 Computer

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.

H. ERLE SCHAFER
IN CO. CIRCUIT COURT
RECORD FEE 11.00
RECORD TAX 59.50
POSTAGE .50

Debtor (or Assignor)
Z Communications, Inc.
By: *Richard A. Zmuda*
Richard A. Zmuda

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

CK

#920060 0055 R01 712-212

BY *Luan D. Baker*

08/20/90
H. ERLE SCHAFER
IN CO. CIRCUIT COURT

Type or print names under signatures

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

*11/10
59.50
R*

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

Z Communications, Inc.

48 West Street, P.O.Box 1469
Annapolis, Maryland 21401

SECURED PARTY

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

Attach separate list if necessary

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

All equipment, accounts, supplies, furniture, fixtures and general intangibles now owned or hereafter acquired and all proceeds (cash & non-cash) of such equipment, accounts, supplies, furniture, fixtures and general intangibles, including but not limited to 1 Harris/3M Office Copier Model 6070 Serial #90300667 and 1 Henlett Packard Laser Jet III Laser Printer, 1 Murata M900 Fax Machine, and 1 Compaq SLT 286 Computer

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)
Z Communications, Inc.

By: *Richard A. Zmuda*
Richard A. Zmuda

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

RECORD FEE 11.00
POSTAGE .50
#120070 CASE R01 112122
CK 08/28/90
H. ERLE SCHAFER
MD CO. CIRCUIT COURT

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

110

281746

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 73,462.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Annapolis Micro Systems, Inc.

190 Admiral Cochrane Drive
Suite 130
Annapolis, Maryland 21401

SECURED PARTY

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

Attach separate list if necessary

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

All equipment, accounts, inventory, furniture, fixtures plus any other business assets now owned or hereafter acquired and all proceeds (cash & non-cash) of such equipment, accounts, inventory, furniture, fixtures and other business assets, including but not limited to the Wesflex work stations, and the IBM computers and all attachments.

- 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 }

RECORD FEE 11.00
RECORD TAX 514.50
POSTAGE .50

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

#921020 0345 R01 T13:27

08/20/90

Debtor (or Assignor)

Secured Party (or Assignee)

Annapolis Micro Systems, Inc.

FARMERS NATIONAL BANK OF MARYLAND

By: *Jane S. Donaldson as President*
Jane S. Donaldson, President

GK H. ERLE SCHAFER
BA CO, CIRCUIT COURT

BY *Luanan D. Oakes*

Type or print names under signatures

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

*1100
51450
R*

281748

BOOK 559 PAGE 363

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).

281747

BOOK 559 PAGE 359

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

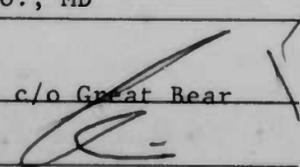
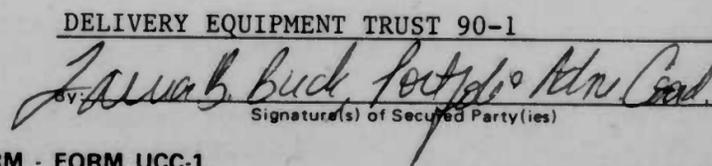
<p>1. Debtor(s) (Last Name First) and address(es) Arrowhead Water Corp. c/o Great Bear 777 West Putnam Ave Greenwich, CT 06830</p>	<p>2. Secured Party(ies) and address(es) Delivery Equipment Trust 90-1 P. O. Box 31217 201 South Tryon Street Charlotte, NC 28231</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED FILE 17:00 5/29/90 0040 004 112453 GKE 08/20/90</p>
<p>4. This financing statement covers the following types (or items) of property: See attached schedule of equipment. "This transaction is a lease and is not intended by the parties as a secured transaction; filing is intended only to make the lease a matter of public record". "Not subject to Recordation Tax."</p>		<p>5. Assignee(s) of Secured Party and Address(es) AN CO. CIRCUIT COURT</p>

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

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

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

Filed with: Anne Arundel Co., MD COA 90-017

ARROWHEAD WATER CORP. c/o Great Bear	DELIVERY EQUIPMENT TRUST 90-1
By:  Signature(s) of Debtor(s)	By:  Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical STANDARD FORM - FORM UCC-1.

(b) The Lessor has provided all items of equipment and such insurance policies with respect to each item of equipment pursuant hereto as are required to be provided under the terms of the lease.

(c) All necessary action to convey title to each of the items of equipment herein described to Lessor has been completed. Lessor represents and warrants to Lender that Lender has good and lawful title to each item of equipment described herein free and clear of liens and encumbrances of every kind, through or under lease.

281747

BOOK 559 PAGE 359

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)
Arrowhead Water Corp.
c/o Great Bear
777 West Putnam Ave
Greenwich, CT 06830

2. Secured Party(ies) and address(es)
Delivery Equipment Trust 90-1
P. O. Box 31217
201 South Tryon Street
Charlotte, NC 28231

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

RECEIVED FILE 11:00

SEP 21 1990 COAD HQ4 112:53

CK

09/20/90

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

See attached schedule of equipment.

"This transaction is a lease and is not intended by the parties as a secured transaction; filing is intended only to make the lease a matter of public record".

"Not subject to Recordation Tax."

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

40 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:

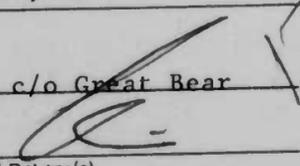
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

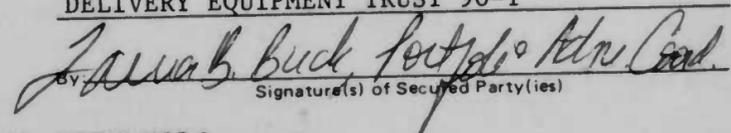
Filed with: Anne Arundel Co., MD

COA 90-017

ARROWHEAD WATER CORP. c/o Great Bear

DELIVERY EQUIPMENT TRUST 90-1

By:  Signature(s) of Debtor(s)

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

CERTIFICATE OF ACCEPTANCE NO. 90-017

under

BOOK 559 PAGE 360

EQUIPMENT LEASE dated as of 5/24/90 (the Lease) between Delivery Equipment Trust 90-1, a North Carolina corporation, as lessor (the Lessor) and Perrier Group, a Delaware corporation, Great Waters of France, Inc., a Delaware corporation, Poland Spring Corporation, a Delaware Corporation, Calistoga Mineral Water Company, Inc., a California corporation, Zephyrhills Corp., a Delaware corporation, and Arrowhead Water Corp., a Delaware corporation, as lessee (the Lessee).

1. Items of Equipment.

The Lessee hereby certifies that the Items of Equipment set forth and described in Schedule 1 hereto (which Schedule includes the amount of the Lessor's Cost of each such Item), constituting Items of Equipment, have been delivered to the location indicated below, inspected by the Lessee, found to be in good order and in conformity with the specifications in the purchase orders and Purchase Documents furnished to the Lessor and accepted as Items of Equipment under the Lease, all on the Date of Delivery and Acceptance set forth below:

Location of Equipment: 8325 Patuxent Range Road, Jessup, MD 20794

Date of Delivery and Acceptance: 7/20/90

Implicit Rate _____

2. Representations by the Lessee.

The Lessee hereby represents and warrants to the Lessor, as such terms are defined in the Lease, that on the Date of Delivery and Acceptance set forth above:

(a) The representations and warranties of the Lessee set forth in Sections 8 and 17 of the Lease are true and correct in all material respects as though made on and as of such Date of Delivery and Acceptance.

(b) The Lessee has satisfied or complied with all requirements set forth in any certificate of the Lessee and in the Lease to be satisfied or complied with on or prior to such Date of Delivery and Acceptance.

(c) No Default or Event of Default under the Lease has occurred and is continuing on such Date of Delivery and Acceptance.

(d) The Lessee has obtained, and there are in full force and effect, such insurance policies with respect to each Item of Equipment accepted pursuant hereto as are required to be obtained under the terms of the Lease.

(e) All necessary action to convey title to each of the Items of Equipment herein described to Lessor has been completed. Lessee represents and warrants to Lessor that Lessor had good and lawful title to each Item of Equipment accepted pursuant hereto free and clear of liens and encumbrances created or arising by, through or under Lessee.

Lessee agrees with Lessor, its successors and assigns, that it will warrant and defend such title to such Items of Equipment to Lessor, its successors and assigns against any claim of any party. BOOK 559 PAGE 361

(f) Lessee has obtained and delivered to Lessor counterpart original copies of Certificates of Insurance, or counterpart certificates with respect thereto, insuring each of the Items of Equipment described herein pursuant to the requirements set forth in Section 14 of the Lease.

(g) No Item of Equipment accepted pursuant hereto has been the subject of, or collateral for, any other financing by or on behalf of the Lessee.

THE PERRIER GROUP of AMERICA, INC.

BY: _____

GREAT WATERS OF FRANCE, INC

BY: _____

POLAND SPRING CORPORATION

BY: _____

CALISTOGA MINERAL WATER COMPANY

BY: _____

ZEPHYRHILLS CORP.

BY: _____

ARROWHEAD WATER CORP.

BY: _____

ACCEPTED on the Date of
Acceptance set forth in
paragraph 1 above.

Delivery Equipment Trust No. 90-1

By: _____

(Lessee as agent for Lessor)

<u>Quantity</u>	<u>Equipment Description</u>	<u>Serial No.</u>	<u>Lessor's Cost</u>	<u>Estimated Residual</u>
**1 1	Ford Chassis Hackney Body Completed Unit	9BFXH81A6LDM01231 90E0352	33,425.00 13,860.70 <u>47,285.70</u>	559' 362' 11,821.43
**1 1	Ford Chassis Hackney Body Completed Unit	9BFXH81A7LDM01232 9BFXH7AARDN-1232 90E0353	33,425.00 13,860.70 <u>47,285.70</u>	11,821.43
**1 1	Ford Chassis Hackney Body Completed Unit	9BFXH81A5LDM0126 ³ 90E0351	33,812.50 13,860.70 <u>47,673.20</u>	11,918.30

This is Group I Equipment.
It is for Great Bear.

**This equipment was paid by Delivery Equipment Trust 90-1 under the terms of the Partial Payment Agreement.

281748

BOOK 559 PAGE 363

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
Schumacher and Seiler, Inc.
124-126 N. Laneley
 (Name)
Glen Burnie, Maryland 21061
 (Address)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Thomas B. Freeze, Vice President
 (Name of Loan Officer)
25 South Charles Street 101-501
 (Address)
Baltimore, Maryland 21201

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

A/R / Inventory

(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) 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 (4) all of Debtor's now owned and hereafter acquired "Inventory", which is herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Debtor's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (7) 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 (8) all of the actual books and records evidencing any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: _____

- 3. 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)
Schumacher and Seiler, Inc. (Seal)
Thomas M. Hirsch CFO (Seal)
 (Signature)
THOMAS M. HIRSCH
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND (Seal)
Thomas B. Freeze (Seal)
 (Signature)
Thomas B. Freeze, Vice President
 (Print or Type Name)

William E. Smith Jr. Chairman
 ✓ WILLIAM E. SMITH JR. CHAIRMAN

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281749

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Happy Travelers, Inc.
Address 738 Maryland Rte 3 Gambrills MD 21057

2. SECURED PARTY

Name WHIRLPOOL FINANCIAL CORPORATION
Address PO Box 1119 Mt. Laurel, NJ 08054

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 new or used, now owned or hereafter acquired, wherever located, including but not limited to, all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

Name and address of Assignee
RECORDED FILE 11.00
SEARCHED CO-OP R04 T11.00

CK 08/20/90

W. EMLE SCHAFER

99 W. 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)

XXXX (Proceeds of collateral are also covered)

XXXX (Products of collateral are also covered)

Herbert Schwartz, Pres.
(Signature of Debtor)

Herbert Schwartz, Pres.
Type or Print Above Name on Above Line

Marilyn A. Schwartz, Sec.
(Signature of Debtor)

Marilyn A. Schwartz, Sec.
Type or Print Above Signature on Above Line

WHIRLPOOL FINANCIAL CORPORATION

Michael A. Thompson
(Signature of Secured Party)

Michael A. Thompson, Area Credit Manager
Type or Print Above Signature on Above Line

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

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. 150

Identification No. 258242

Dated August 30 1985

1. Debtor(s) { John T Holmes
Name or Names—Print or Type
8833 Ft Smallwood Rd Pasadena (AA Co) Md 21122
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.) Termination</p>

12.00
50
11.3703
08/20/90
11.111.2201K
08.111.11111111

Dated: August 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)

12.50

A. A.
12.50

CROSS-INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 459

Page No. 369

Identification No. 246416

Dated March 07, 1983

1. Debtor(s) { Charles H Harris & Charlotte A Harris
Name or Names—Print or Type
370 Wye Court Glan Burnie (AA Co) Md 21061
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/></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: right;">Termination 11.00</p>

RECEIVED
11/10/90
GK
11/10/90
H. EMLE SCHAPER
AA CO. CREDIT CLERK

Dated: August 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)

13.50
A.A.

A.A.
13.50

FINANCING STATEMENT FORM UCC-1

Identifying File No.

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

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

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

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

1. DEBTOR

Name Preferred Transport Inc.

Address P.O. BOX 18501 Baltimore, Maryland 21240

2. SECURED PARTY 808 Barkwood Ct. Linthicum, Maryland 21090

Name Maryland Clarklift Co., Div. The Space Maker Group Inc.

Address 3310 Childs Street Baltimore, Maryland 21226

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

3. Maturity date of obligation (if any) _____

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

Two (2) Used Clark Model C500S60 Forklifts
Serial Nos. 355-42-5272 & 355-213-5272
83/188" Triple Stage Upright, 37" Wide Carriage
42" Forks, Side Shifter

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

Not subject to recordation tax, Conditional Sales Contract, secured party is seller

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)

Preferred Transport INC

Reese V. Bean III Pres

PREFERRED TRANSPORT INC

REESE V. BEAN III PRES.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

J. Fischer

Type or Print Above Signature on Above Line

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) Case, Edward C. 1626 Disney Road Severn, Md. 21144	2. Secured Party(ies) and Address(es) GATEWAY FORD TRACTOR, INC. 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772
--	---

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

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

1 Used International Tractor-Loader, ASSIGNEE:
 Serial # 2230088U200799, 1 New Ferguson Tiller, FORD MOTOR CREDIT COMPANY
 Serial # 88AA0016, 1 Used 783A Blade, Ser.#W008172 P.O. BOX 36387
RICHMOND, VA 23235

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

Filed with:

Edward C. Case
 (SIGNATURE OF DEBTOR)
 Edward C. Case

(SIGNATURE OF DEBTOR)

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

11/30

BOOK 559 PAGE 370

3AX3

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>Raymond L. Stallings</i> <i>6441 Solomons Island Rd.</i> <i>Tracross Landing, MD. 20779</i>	2. SECURED PARTY(IES) AND ADDRESS(ES) <i>FORD MOTOR CREDIT COMPANY</i> <i>10710 MIDLOTHIAN TURNPIKE</i> <i>P. O. BOX 36387</i> <i>RICHMOND, VA. 23235</i>
--	---

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

Liber 540 Page 498

3. This statement refers to original Financing Statement No. 277137 Dated: 5/3/89

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.
--	---	---	---

GK

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

Ford Motor Credit Co.
(NAME OF SECURED PARTY)

Dated: 8/2, 1990

By: J. Doran

F M C C JUN 65 7288-M (MARYLAND ONLY)

10-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name J. Warren Walker & Sons, Inc.
Address 6812 Fort Smallwood Road; Baltimore, MD 21226

2. SECURED PARTY

Name Ingersoll Rand Company
Address 5681 Main Street; Elkridge, MD 21227

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

3. Maturity date of obligation (if any) _____

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

(1) Ingersoll Rand Air Compressor model P375WD

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.

CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX

Name and address of Assignee
Concord Commercial Corporation
70 Valley Stream Parkway
Malvern, PA 19355

RECEIVED FILE 11.30

POSTAGE .50

RECEIVED LOAD ROOM 11/16

OK 08/29/90

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: Sandra L. Walker

J. Warren Walker & Sons, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Bradley M. Berger

Ingersoll Rand Company
Type or Print Above Signature on Above Line

Handwritten number 1150

PARTIES

Debtor name (last name first if individual) and mailing address:
Lodigiani, USA, Inc.
12701 Fairlakes Circle, Suite 850
Fairfax, VA 22033

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

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

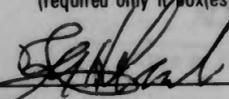
Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
BECKWITH MACHINERY COMPANY
Mail Address — P.O. Box 8718
Pittsburgh, PA 15221
Legal Address — Route 22 East
Murrysville, PA 15668

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):

 F. A. Holcomb, Vice Pres.-Finance
 T. J. Fleury, Treasurer

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania
FORM 431 4-89

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing
281753 559 PAGE 372

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

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

Number of Additional Sheets (if any):
Optional Special Identification (Max. 10 characters): 815B 17Z826

COLLATERAL

Identify collateral by item and/or type:
One (1) Used Caterpillar 815B Compactor, S/N 17Z826

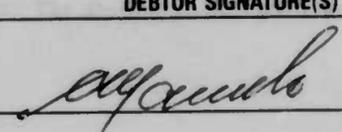
COLLATERAL LOCATED IN ANNE ARUNDEL COUNTY, MD
NOT SUBJECT TO RECORDATION TAX
CK 11/29/90

(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 fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

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

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 

1a
1b

RETURN RECEIPT TO:

BECKWITH MACHINERY COMPANY
ATTN: Finance Department
P.O. Box 8718
Pittsburgh, PA 15221

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

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281754

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 PLANK, ALVIN C. 218-36-6460
Address 6 WINDING WOODS WAY, PASADENA, MD 21122

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)

1981 SEA OX 22' HULL #: XNA20322M81K
BOAT STORAGE: (S) 6 WINDING WOODS WAY PASADENA MD
(W) SAME AS SUMER

TRAILER:

1981 COX
SERIAL #: 813866
JOHNSON 225 HP SER#: 602493904

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
08/20/90

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)

AMOUNT OF CONSIDERATION IS \$13,900.00

(If collateral is goods which are or are to become fixtures) The above 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 ALVIN C. PLANK

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Maryland National Bank
Type or Print Above Signature on Above Line

PARTIES 8-10-90

281755

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

F

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

William F. Bruther, M.D.

86 State Circle
Annapolis, MD 21401

SSN: 220-36-3829

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

William F. Bruther, M.D.

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):

Filing No. (stamped by filing officer):

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

559 374

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.
- Anne Arund County.
- real estate Records of _____ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters): LEASE No. 0-28135-0

COLLATERAL

Identify collateral by item and/or type:

See SCHEDULE A Attached

(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): WILLIAM F. BRUTHER, M.D.

(NAME/TITLE) William F. Bruther, M.D.

(NAME/TITLE)

(NAME/TITLE)

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

15 nos.

1400 BARD Modem
Diskette
Surge Protector
PACE 2 - Medical Office Software
Software Maintenance

Supplier:

Systems Consulting Services, Inc.
5707 Calverton Street
Suite 2 B
Catonsville, MD 21228

SCHEDULE A TO UCC 1 FINANCING STATEMENT

Page 1 of 1

DEBTOR

William F. Bruther, M.D.
86 State Circle
Annapolis, MD 21401

SSN: 220-36-3829

SECURED PARTY

Copelco Leasing Corporation
One MEDIUM Plaza
Pennsauken, New Jersey 08110

Equipment:

1 ea.	Ascer 1100 / 25 with 100 MB Hard Disk	1 ea.	2400 BAUD Modem
1 ea.	VGA Color Monitor	20 ea.	Diskette
1 ea.	WYSE 60 Terminal	2 ea.	Surge Protector
1 ea.	Panasonic KXP 1124 Printer	1 ea.	PACE 2 - Medical Office Software
1 ea.	MAX Four Port Board	15 mos.	Software Maintenance
1 ea.	PC / MOS Operating System		

Equipment Location:

Supplier:

Systems Consulting Services, Inc.
5707 Calverton Street
Suite 2 B
Catonsville, MD 21228

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures Only)

NAME	ADDRESS			
1. Debtors(s)	No.	Street	City	State
Aboudi, Inc.	245	West St.	Annapolis,	MD 21400

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

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

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-100 located at 245 West St., Annapolis, Anne Arundel County, MD 21400

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-100

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~ _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing Instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:
CROWN CENTRAL PETROLEUM CORPORATION

By: J.G. Yawman

Type Name J.G. Yawman

Title Assistant Secretary

Debtor(s)
By: Aboudi, Inc.

Type or Print Name and Title of Each Signature

11/50

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

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

<p>1. DEBTOR and Address (Last Name First)</p> <p>Command Technology, Inc. 2600 Cabover Drive, Suite M Hanover, Maryland 21076</p>	<p>2. SECURED PARTY and Address</p> <p>Signet Bank/Maryland 7 St. Paul Street Baltimore, Maryland 21203</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>Signet Bank/Maryland Baltimore and St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn.: Mary Stafford </p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 263790 Date: 9/18, 19 86

Record Reference: B:502 P:589

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

INFORMATION:

One (1) Fadel CNC Machining Center
Model 4020, S/N 8803336

RECEIVED
AUG 13 1990
CKI
H. LIND SEWELL
AS DEPUTY CLERK

SECURED PARTY:

Dated August 6, 19 90

m. willis macgill

By: M. Willis Macgill
(Title)

UCC-6

RECEIVED

AUG 13 1990

1030

Debtor or Assignor Form

281757

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 1,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

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

Intercoastal, Inc.
(Name)
919 Bay Ridge Road
(Address)
Annapolis, Maryland 21403

Attn: Nicholas P. Lambrow
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Md. 21401

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

ALL ASSETS located at 919 Bay Ridge Road, Annapolis, Md. 21403

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

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

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

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

DEBTOR (OR ASSIGNOR)

SECURED PARTY (OR ASSIGNEE)

Intercoastal, Inc. (Seal)

(Seal)
(Signature)
Roger Dherlin, Vice President
(Print or Type Name)

(Seal)

(Seal)
(Signature)

(Print or Type Name)

I hereby certify that \$7.00 has been paid in Recordation Taxes to Anne Arundel County.

Rachel Donaldson

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 1,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Intercoastal, Inc.
 (Name)
919 Bay Ridge Road
 (Address)
Annapolis, Maryland 21403

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

Attn: Nicholas P. Lambrow
 (Name of Loan Officer)
18 West Street
 (Address)
Annapolis, Md. 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)
 ALL ASSETS located at 919 Bay Ridge Road, Annapolis, Md. 21403

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

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

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

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

DEBTOR (OR ASSIGNOR)

Intercoastal, Inc. (Seal)
 _____ (Seal)
 (Signature)
Roger Dherlin, Vice President
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)

_____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

12-

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281759

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 ALEXANDER E. BRUNET
Address 1170 GENERALS HIGHWAY, CROWNSVILLE, MD 21032

2. SECURED PARTY

Name Norbert J. Richardson & Sons, Inc.
Address 6400 Windsor Mill Rd., Baltimore, Md. 21207

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

3. Maturity date of obligation (if any) _____

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

1 NEW KUBOTA G4200H 2 AWD TRACTOR
33040

1 NEW KUBOTA R48G20 MOWER
32090

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174

54902-731797

Not subject to recordation tax according to TAX-PROPERTY article #12-108(k)(4).

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)

Alex E. Brunet
(Signature of Debtor)

ALEX E. BRUNET
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

N. J. Richardson, Jr. V. P.
(Signature of Secured Party)

N. J. Richardson, Jr. V. Pres.
Type or Print Above Signature on Above Line

11

10

STATE OF MARYLAND

BOOK 559 PAGE 381

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274587

RECORDED IN LIBER 532 FOLIO 229 ON Sept. 19, 1988 (DATE)

1. DEBTOR

Name HARDIN-HUBER, INC.

Address 1230 Cronson Blvd., Crofton, MD. 21114

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY

Address 5681 Main St., Elkridge, MD. 21227

RECORD FEE 10.00
#726170-0777 NOS 711:15
08/21/70

Person And Address To Whom Statement Is To Be Returned If Different From Above. *CK* ERE SCHAFER
AA 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:

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

1 - Ingersoll-Rand P175WD Air Compressor and all attachments and accessories thereto

Dated 11/19/88

Bradley W. Berger

(Signature of Secured Party)

Bradley W. Berger, Office Mgr.
Type or Print Above Name on Above Line

10

FINANCING STATEMENT Form UCC-1

Identifying File No. 281760

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

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

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

This financing statement Dated 8/06/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TIMOTHY S. KINNAMAN & CAMELLIA B. KINNAMAN
Address 100 SANDS ROAD LOTHIAN, MD. 20711

2. SECURED PARTY

Name ACCENT HOMES, INC.
Address 7401 MOORE RD. BRANDYWINE, MD. 20613

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)

1991 NEW 14X70 MOBILE HOME
SKYLINE COLONY MANOR
SERIAL # 2J11-0343D
(ALL HOUSEHOLD GOODS)

RECORD FEE 12.00
#726200 CIVT ROS 711416
08/21/90
CKI H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

TIMOTHY S. KINNAMAN

Type or Print Above Name on Above Line

Signature of Secured Party

CAMELLIA B. KINNAMAN

Type or Print Above Signature on Above Line

ACCENT HOMES, INC. G. CLIFTON, PRES.

Type or Print Above Signature on Above Line

12'

281761

BOOK 559 PAGE 383

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-36516	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co Inc. P.O. Box 9595 Baltimore MD 21237	RECORD FEE 11.00 POSTAGE .50 #724250 CTT7 R03 T11419 08/21/90 For Filing Officer CK ENLE SCHAFER CIRCUIT COURT
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	

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

One (1) New Caterpillar Compactor 815B S/N:17Z01194

NOT SUBJECT TO RECORDATION TAX

XXX Products of the Collateral Are Also Covered.

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

(1) Filing Officer Copy = Numerical

1130

UCC-1

281762

RECORDATION TAX PAID TO THE
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

To be recorded in the
() SDAT () Land Records of Anne Arundel County
(x) Financing Statement Records of Anne Arundel County

F I N A N C I N G S T A T E M E N T BOOK 559 PAGE 384

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

1. NAME AND ADDRESS OF DEBTOR:

Dorsey Auto Painting & Body Works, Inc.
8209 Cloverleaf Drive
Millersville, MD 21108

2. NAME AND ADDRESS OF SECURED PARTY:

Maryland National Bank, a national bank
2827 Smith Avenue
Baltimore, MD 21209

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired and proceeds.
- Contract rights, including after acquired and proceeds.

Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

RECORD FEE 11.00
POSTAGE .50

CK #126410 0777 003 711432

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: 08/21/70

5. This transaction is _____, is not y exempt from the recordation tax.
Principal amount of the Debt is \$ 67,640.00 subject to recordation tax
M. EDLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR:

Dorsey Auto Painting & Body Works, Inc.
8209 Cloverleaf Drive
Millersville, Maryland 21108

BYE [Signature] (SEAL)
Gary T. Dorsey, President

AFTER RECORDATION RETURN TO: Eugene W. Cunningham, Jr.
Royston, Mueller, McLean & Reid
Ste. 600, 102 W. Pennsylvania Ave.
Towson, Maryland 21204

11/5

August 15, 1990

Clerk, Circuit Court
for Anne Arundel County
Courthouse
Annapolis, Maryland 21401

RE: \$100,000.00 SBA-Guaranteed Loan from
Maryland National Bank, a national bank
to Dorsey Auto Painting & Body Works, Inc.

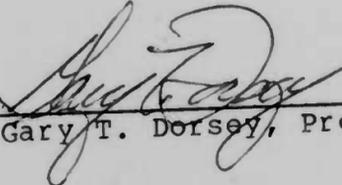
Dear Sir or Madam:

In connection with the above-referenced loan, Maryland National Bank, a National bank (the "Bank"), has taken a security interest in all the machinery and equipment, furniture and fixtures, inventory, work-in-progresses and supplies and accounts receivable of the undersigned debtors (the "Collateral"). As you know, only certain of the assets listed above are subject to recordation tax. To the best of the undersigned's knowledge, an allocation of the assets of the undersigned, as of the date hereof, can be made as follows:

- A. Inventory, accounts receivable, contract rights and other non-taxable property - \$42,300.00; and
- B. Machinery, equipment, furniture and other taxable property - \$88,420.00.

Accordingly, the portion of the assets of the undersigned that are taxable is 67.64% and the same percentage of the \$100,000.00 loan proceeds are taxable. Thus, the recordation tax of \$3.50 per \$500.00 is due on \$67,640.00 and the corresponding tax is \$476.00. The required amount is submitted with the attached financing statement.

DORSEY AUTO PAINTING
& BODY WORKS, INC.,
a Maryland corporation

BY:  (SEAL)
Gary T. Dorsey, President

GTD/dau
Enclosures
1584B

SCHEDULE A

559 387

Attached to and made a part hereof Equipment Lease No. CFSL 4111
dated August 10, 1990.

<u>Quantity</u>	<u>Description</u>
1	Shelving System to Include: 664-8' Beams 5600 Lbs. Capacity; 88-Upright Frames 20'X44"; 33-6' spacers; 176-3/8" Lags
1	Strokes Multiton WPT4S-2748 with Battery Pak II
1	Model 8205-100 NCI Scale S/N SR90900143

Approved and agreed to this 10th day of August, 1990
Lessee: Professional Mail and Distribution Services, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.
By: [Signature] By: [Signature]

281764

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

Anne Arundel County

- Not subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 5,800.00 (\$ 42.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Sovero Associates, Inc.
(Name)
408 Empire Towers
(Address)
Glen Burnie, Maryland 21061

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

Attn: G. Phillip Kunzelman
(Name of Loan Officer)
P.O. Box 1596
(Address)
Baltimore, Maryland 21203
BANC#101-560

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

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 Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower'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 Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (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, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts, Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor _____

3. Products of the collateral are also specifically covered.

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

DEBTOR (OR ASSIGNOR)

Sovero Associates, Inc. (Seal)
[Signature] (Seal)
Robco Sovero
(Print or Type Name)

DEBTOR (OR ASSIGNEE)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

11-42-50

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of
Sovero Associates, Inc. ("Debtor") show

the following values for property which secures a total debt of
\$ 10,000.00 to The First National Bank of Maryland.
 (A)

\$ 86,000.00 Value of inventory, contract rights
 (X) and other exempt property

\$ 203,000.00 Total value of all property
 (Y) covered by financing statement

$$(X) \div (Y) = \frac{42}{(B)} \%$$

Therefore, the amount of debt exempt from recordation tax is com-
 puted as follows, in accordance with the advice of the Maryland
 Attorney General's Office:

$$\frac{\$ 10,000.00}{(A)} \times \frac{42}{(B)} \% = \$ \frac{4,200.00}{(C)}$$

and the total amount of debt subject to tax upon the filing of
 financing statements submitted herewith, is \$ 5,800.00.

$$\frac{\$ 10,000.00}{(A)} - \frac{\$ 4,200.00}{(C)}$$

Sovero Associates, Inc.
 (Name of Debtor)

X By: *Rausch* (SEAL)

Date: July 30, 1990

10

Anne Arundel County

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 422 Page No. 151
Identification No. _____ Dated 2-13-80

1. Debtor(s) { Nevamar Corporation
Name or Names—Print or Type
Route 170 Odenton Maryland 21113
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank
Name or Names—Print or Type
10 Light Street Baltimore Maryland 21203
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: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

DJ

Please return to:

John P. Stanton, Esq.
Venable, Baetjer & Howard
1800 Mercantile Bank & Trust Building
Baltimore, Maryland 21201

Dated: June 18, 1990

Maryland National Bank
Name of Secured Party

Nancy C. Robertson
Signature of Secured Party

NANCY C. ROBERTSON SUP
Type or Print (Include Title if Company)

Nancy C. Robertson, Senior Vice Pres.

10-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281765

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Hardesty Funeral Home
Address 12 Ridgely Ave., Annapolis, MD 21401

2. SECURED PARTY

Name National Music Service, Inc
Address E 122 Montgomery, Spokane, WA 99207

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 COPIES REQUIRED

Complete stereo playback system consisting of two tape decks, stereo amplifier, pre-amp, two twelve inch speakers and baffles, console, library cabinet containing 90 small, 5 large and one chime cartridges.

Name and address of Assignee

RECORDING FEE 11.00
POSTAGE .50
EXPENSE ROAD 113.07
08/21/90
CK
M. ERLE SCHMIDT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas A Hardesty
(Signature of Debtor)

Hardesty Funeral Home
Type or Print Above Name on Above Line

Thomas A Hardesty
(Signature of Debtor)

Thomas A Hardesty
Type or Print Above Signature on Above Line

(Signature of Secured Party)

National Music Service, Inc

Type or Print Above Signature on Above Line

Pick up ->

11-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281767

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 McCully Funeral Home

Address Mountain & Tickneck Roads, Pasadena, MD 21122

2. SECURED PARTY

Name National Music Service, Inc

Address E 122 Montgomery, Spokane, WA 99207

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 COPIES REQUIRED

Complete stereo playback system consisting of two tape decks, stereo amplifier, pre-amp, two twelve inch speakers and baffles, console, library console containing 90 small, 5 large, and one chime cartridges.

Name and address of Assignee

RECORD FEE 11.00
MORTGAGE .50
OK
08/21/90
H. ERLE SCHAFER
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)

Edward Lewis Young
(Signature of Debtor)

McCully Funeral Home
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

National Music Service, Inc
Type or Print Above Signature on Above Line

11/30

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)

ROSov, Howard L.
101 Ridgely Avenue
Annapolis, MD 21401

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

Chrysler Capital Corporation
Greenwich Office Park 1
Greenwich, CT 06836-6900
Attn: Tori Russell

For Filing Officer (Date, Time and Filing Office)

DJ

4. This statement refers to original Financing Statement bearing File No. 269769 Book 518 Page 23

Filed with Anne Arundel Co.

Date Filed 9/23/ 19 87

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

10.

No. of additional Sheets presented:

10/50

Chrysler Capital Corporation

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

By: Bonnie J. Long
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Kushner, Jack
2030 Homewood Road
Ferry Farms
Annapolis, MD 21402

2. Secured Party(ies) and address(es)
Chrysler Capital Corporation
Greenwich Office Park 1
Greenwich, CT 06836-6900
Attn: Tori Russell

For Filing Officer (Date, Time and Filing Office)

DJ

4. This statement refers to original Financing Statement bearing File No. 269770 Book 518 Page 24
Filed with Anne Arudel Co. Date Filed 9/23/87

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

10.

1030

No. of additional Sheets presented:

Chrysler Capital Corporation

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

By: *Samela J. Jery*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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

1. Debtor(s) (Last Name First) and address(es)
Feinstein, Harold & Sandra
1682 Coventry Ct.
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Chrysler Capital Corporation
Greenwich Office Park 1
Greenwich, CT 06836-6900
Attn: Tori Russell

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



4. This statement refers to original Financing Statement bearing File No. 269771 Book 518 Page 25
Filed with Anne Arundel Co. Date Filed 9/23/19 87

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

1030

No. of additional Sheets presented:

Chrysler Capital Corporation

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

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

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

BOOK 559 PAGE 397

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) Bissell, Robert & Corinne, M. 402 Ridgely Avenue Annapolis, MD 21401	2. Secured Party(ies) and address(es) Chrysler Capital Corporation Greenwich Office Park 1 Greenwich, CT 06836-6900 Attn: Tori Russell	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>269772 Book 518 Pg. 26</u> Filed with <u>Anne Arunel Co.</u> Date Filed <u>9/23/1987</u>		(DJ)
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.		

1050

No. of additional Sheets presented:

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

By: Donald J. Long Signature(s) of Secured Party(ies)

Chrysler Capital Corporation

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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

1. Debtor(s) (Last Name First) and address(es)
Stursa, Marvin J.
1223 Dorsey Rd.
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Chrysler Capital Corporation
Greenwich Office Park 1
Greenwich, CT 06836-6900
Attn: Tori Russell

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

4. This statement refers to original Financing Statement bearing File No. 269768 Book 518 Page 22
Filed with Anne Arundel Co. Date Filed 9/23/1987

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

10-50

No. of additional Sheets presented:

Chrysler Capital Corporation

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

281768

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)
American Wood Moulding Corporation
7270 Park Circle
Hanover, Maryland 21076

2. Secured Party(ies) and address(es)
Data General Corporation
4400 Computer Drive
Westboro, MA 01580

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

4. This financing statement covers the following types (or items) of property:
See attachment for description of items or property covered under Master Lease No. 10777 dated JUNE 28, 1990, and for equipment location as listed on Lease Agreement No. 10777-001.

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

CK

"NOT SUBJECT TO RECORDATION TAX"

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

Filed with:

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

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

American Wood Moulding Corporation

Data General Corporation

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Configuration for Master Lease No. 10777,
 Lease Agreement No. 10777-001
 And attachment to the UCC-1 Financing Statement

BOOK 559 PAGE 400

All of the Equipment now or hereafter leased under Master Lease No. 10777, dated JUNE 28, 1990, between Data General Corporation, as Lessor, and American Wood Moulding Corporation, as Lessee including, but not limited to the equipment listed on Lease Agreement No. 10777-001, as listed below, and all accessions, additions, replacements, substitutions and improvements thereto and therefor, and all proceeds (including insurance proceeds) of and from said Master Lease. The parties hereto acknowledge and agree that said Lease Agreement No. 10777-001 is a true lease and that the execution and filing of this financing statement shall not be used as evidence to the contrary.

Equipment Location: "Same as Lessee"

Configuration A for Lease Agreement No. 10777-001

ITEM	QTY	MODEL NO	DESCRIPTION
1	0001	G70135	AV4000, 16MHZ, 8MB, 32 2MB DISK, 150MB CTD
2	0001	7012-K	AV 4000 8MB MEMORY PACKAGE
3	0001	7411-K	AV4000 ASYUNC CONTROLLER 16 PORT
4	0007	6567A-XA	D412+ 14" AMBER TERM, NO CBL, CEO KBD
5	0001	G6640-X	6PPM 512KB LASER PRINTER, BASE, NO CBL
6	0001	6641	SERIAL RS-232-C I/O UPGRADE FOR 6640
7	0001	1340	EIA RS-232-C CABLE.
8	0001	6594-X	400 CPS DOT MATRIX 136 COL W/O CBL
9	0001	Q001AZS77A	SERVER/MULTIUSER OPS SYS 1YR SPT+/INS
10	0001	Q001AZS1CA	SERVER/MULTIUSER OPS SYS LIC/SFTW/DOC

Configuration B for Lease Agreement No. 10777-001

ITEM	QTY	DESCRIPTION
1	1	ONE QCALC STAN SPREADSHEET
2	1	ONE BBX PROGRESSION 3 BASIC
3	1	CONVERSION

Data General Corporation
 Lessor

American Wood Moulding Corporation
 Lessee

[Signature]
 Authorized Representative
 RICHARD C. LEUCHTE

[Signature]
 Authorized Representative

TITLE: FUNDING MANAGER

TITLE: CONTROLLER

DATE: DATA GENERAL LEASING 7/29/90

DATE: 6/28/90

[Handwritten initials]

CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX ⁵⁵⁹ ~~401~~

FINANCING STATEMENT FORM UCC-1

Identifying File No. **281769**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 06AUG90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A. J. Kirby Construction Co., Inc.
Address 788 Generals Highway Anne Arundel Maryland 21108

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 790D Excavator, s/N 008120

RECORDED 11:00
INDEXED 11:30
AUG 14 1990
CK
M. J. STEINER
AR LU. CLERK 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)

Arthur J. Kirby
(Signature of Debtor)

A. J. Kirby Construction Co., Inc.
Type or Print Above Signature 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

Donald W. Williams
(Signature of Secured Party)

Donald W. Williams

Type or Print Above Name on Above Line

1130

FINANCING STATEMENT FORM UCC-1

Identifying File 281770

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Hardesty Funeral Home
Address 905 Galesville rd, Galesville MD, 20765

2. SECURED PARTY

Name National Music Service Inc.
Address E. 122 Montgomery st. Spokane WA, 99207

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

3. Maturity date of obligation (if any) NONE

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

Complete stereo playback system consisting of two tape decks, stereo pre-amp amplifier, two speakers and baffles, library cabinet and library consisting of 90 small tapes, 5 large and one chime and organ tape cartridges. Machine #7704

2 COPIES REQUIRED

Name and address of Assignee
GK I SCHMIDT

CHECK THE LINES WHICH APPLY

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

Thomas A Hardesty
(Signature of Debtor)

1150

Pickup -> Hardesty Funeral Home
Type or Print Above Name on Above Line

Thomas A Hardesty
(Signature of Debtor)

Don Floyd
(Signature of Secured Party)

Hardesty Funeral Home
Type or Print Above Signature on Above Line

National Music Service
Type or Print Above Signature on Above Line

281839

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) Tribble's, Inc. 901 Southern Ave. Oxon Hill, MD 20745 (1942 West St., Annapolis, MD)	2. Secured Party(ies) and address(es) First American Bank of Virginia Collateral Control P. O. Box 3107 McLean, Virginia 22103	For Filing Officer (Date, Time and Filing Office) RECORD FEE 11.00 POSTAGE .50 APPROVED 07/20/94 11:24 08/21/90 GK
4. This statement refers to original Financing Statement bearing File No. _____ Filed with _____ Date Filed <u>11/11</u> 19____		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input 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 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. All accounts and all inventory of the Debtor, whether now owned or hereafter acquired or arising.		

THIS IS AN ORIGINAL FILING

NOT SUBJECT TO RECORDATION TAX No. of additional Sheets presented: _____

Tribble's Inc. By: <u>John Tribble II</u> <small>Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).</small>	First American Bank of Virginia By: <u>George L. Drew</u> <small>Signature(s) of Secured Party(ies)</small>
--	---

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

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281771

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Gemini Hairscope, Inc.
Address 745 Stinchcomb Rd., Severna Park, MD 21146

2. SECURED PARTY

Name Leasing Corporation of America
Address P.O. Box 152 Stevenson, MD 21153-0152
Harbor Federal Savings & Loan Box 12309 Baltimore, MD 21281
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)

8 - Ltd. Styling Chairs; 3 - Ltd. Shampoo Chairs; 1 - Belvedere Manicure Table; 1 - Pedi Express; 1 - Belvedere Task Chair; 4 - Reception Chairs; 1 - Pibbs Manicure Chair

LOCATED AT: 844 Ritchie Highway, Suite 208
Severna Park, MD 21146

RECEIVED FEB 11 1970
POSTAGE 2.00
RECEIVED FEB 11 1970
CK 08/21/70

CHECK THE LINES WHICH APPLY

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

1150

Gemini Hairscope, Inc.
Patricia A. McMorris
(Signature of Debtor)

Patricia A. McMorris, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Jonathan S. Waranch, Pres.
Type or Print Above Signature on Above Line

281772

The underlying secured transaction being publicized by this Financing Statement is is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$100,000.00.

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

ANNE ARUNDEL COUNTY

This Financing Statement dated 08-13-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

Proenza, Luis M.
P.O. Box 84024
Fairbanks, AK 99708

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

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

Name and address of Secured Party

Key Bank of Alaska
100 Cushman
P.O. Box 1230
Fairbanks, AK 99707

(Handwritten mark)

Name and address of Assignee

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

See Attached Exhibit to UCC Financing Statement dated August 13, 1990.

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

Describe Real Estate if applicable:

- This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
- already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
 - which is proceeds of the original collateral described above in which a security interest was perfected.

Proenza, Luis M.
Signature of Debtor

(Handwritten signature of Luis M. Proenza)

Key Bank of Alaska

Steven R. Lundgren, Assistant Vice President
Signature of Secured Party

(Handwritten signature of Steven R. Lundgren)

1150

EXHIBIT TO UCC FINANCING STATEMENT

DEBTOR:

Proenza, Luis M.

MAILING ADDRESS

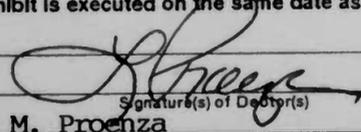
P.O. Box 84024, Fairbanks, AK 99708

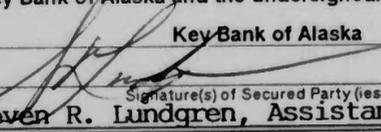
August 13, 1990

This Exhibit is attached to and is a part of the UCC Financing Statement executed in connection with a loan between Key Bank of Alaska and Luis M. Proenza.

COLLATERAL DESCRIPTION: Forty-four foot (44') Rellance Sallboat Hull #14, Length 44'4", Beam 11'6", Draft 6'2", Displacement 28,000 lbs. "Rigged as a KETCH, has two (2) masts", sixty (60) HP Auxilliary Diesel Inboard Power; together with all goods now owned or hereafter acquired, including but not limited to Lumber, Insulation, Fiberglass, Hardware, and all other equipment which will be installed in said hull now in process of construction at Bert Jabln Yacht Yard located in Anapolls, Maryland 21403; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

This Exhibit is executed on the same date as the UCC Financing Statement by Key Bank of Alaska and the undersigned.


Signature(s) of Debtor(s)
Luis M. Proenza

Key Bank of Alaska
By: 
Signature(s) of Secured Party (ies)
Steven R. Lundgren, Assistant Vice President

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

281773

BOOK 559 PAGE 407

Anne Arundel County Clerk

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

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

FINANCING STATEMENT

If subject to recordation indicate amount of debt below. \$ _____

Identifying File No. _____

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

1. DEBTOR (OR ASSIGNOR)

Name Ralph L. Pritchard T/A Arundel Clearing
Address P.O. Box 863, Bel Air, Maryland 21014

2. SECURED PARTY (OR ASSIGNEE)

ASSIGNEE:

Name Shaw Equipment Company, Inc. EQUIPMENT FINANCE, INC.
P.O. BOX 4926
Address 8865 Baltimore National Pk. Lancaster, PA 17604
Middletown, Maryland 21769

3. Maturity date of obligation (if any) _____

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

One (1) Used JCB Tractor Loader Backhoe, Model 1400B, S/N 353321 Complete with all attachments now and hereinafter acquired.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

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

Ralph L. Pritchard
T/A Arundel Clearing
(Signature of Debtor or Assignor)

Shaw Equipment Company, Inc.
(Signature of Secured Party or Assignee)

Ralph L. Pritchard
(Signature of Debtor or Assignor)
Ralph L. Pritchard

[Signature]
(Signature of Secured Party or Assignee)

12

281774

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): 131-1144 RICHARD & STACY YOST DBA LASTING IMPRESSIONS 4497 MOUNTAIN RD. PASADENA, MD 21122	No. of Additional Sheets Presented:	3. <input type="checkbox"/> To be Recorded in Real Estate Records	Book: _____ Page: _____
5. This Financing Statement Covers the Following Types (or Items) of Property: SECURED BY: stainless steel cooler serial# All equipment supplies and inventory located at Lasting Impressions 4497 Mountain Rd. Pasadena, MD 21122 and Harundale Mall 7700 Ritchie Hwy. Glen Burnie, MD 21061		4. For Filing Officer use only: RECORD FEE 13.00 RECORD TAX 75.00 POSTAGE .50 MONTGOMERY COUNTY 04/13/90 CK 08/21/90	
6. Description of Real Estate: \$5,000.00 loan amount SUBJECT TO RECORDATION TAX PAID TO CLERK OF ANNE ARUNDEL COUNTY		7. Name(s) of Record Owner(s): COURT	
This statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral: (Please check appropriate box) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, <input type="checkbox"/> or when the debtor's location was changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. Proceeds should be described above. <input type="checkbox"/> as to which the filing has lapsed. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor.		8. Assignee(s) of Secured Party and Address(es) <input type="checkbox"/> The Debtor is a transmitting utility.	
By <i>Richard Yost</i> RICHARD YOST, Signature(s) of Debtor(s) <i>Stacy Yost</i> STACY YOST, PERSONAL GUARANTOR (1) FILING OFFICER COPY - ALPHABETICAL		By <i>Lynn Kimberley</i> REDBOOK FINANCIAL SERVICES, INC. Signature(s) of Secured Party(ies) Approved By: ROY D. BLUNT EXECUTIVE VICE PRESIDENT SECRETARY OF STATE OF MISSOURI	

PARTIES

Debtor name (last name first if individual) and mailing address:

RODNEY B. LEMONS
 105 PAULA ST.
 LAUREL MD 20707 1

Debtor name (last name first if individual) and mailing address:

105 PAULA ST.
 LAUREL MD 20707 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
 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.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

EASTERN HOMES, INC.
[Signature]

STANDARD FORM - FORM UCC-1 (1-1-89)
 Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

281775

559 PAGE 409

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County.
- real estate records of _____ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:
 1983 CAROLINA HOMES

14 X 48 SERIAL# CMHRKNC12986 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i). OR THE STATE LAW EQUIVALENT STATUTE."

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

RODNEY B. LEMONS *Rodney B. Lemons*

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
 WOODBRIDGE VA 22192

FILING OFFICE ORIGINAL
 NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registre, Inc.
 514 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN, 55303
 (612) 421-1713

ANNE ARUNDEL COUNTY
FINANCING STATEMENT

BOOK 559 PAGE 410

281.776

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$2,000.00....

1. Name of Debtor(s): **Fayco Electric Company, Inc.**
 Address: 11000 Guilford Road
 Annapolis Junction, MD 20701

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, D. Klein

3. This Financing Statement covers the following types (or items) of property:

- All inventory of Debtor, whether now owned or hereafter acquired;
- All equipment of Debtor, whether now owned or hereafter acquired;
- All accounts of Debtor, whether now existing or hereafter arising;
- All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- Other (which may include specific items of the types of collateral described above): All Furniture and Leasehold Improvements of Debtor, whether now owned or hereafter acquired.

11.00
14.00

(_____ 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.

CK
 H. JACK SWANER
 11-14-70
 30

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Fayco Electric Company, Inc.

Debtor(s):
 By: [Signature]
 James M. Fayed, Pres./Treas.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
 ...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)

FINANCING STATEMENT FORM UCC-1

Identifying File No 281777

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Hardwoods Inc
Address 1823 George Ave Annapolis MD 21401

2. SECURED PARTY

Name ADVANTA Leasing Corp.
Address Two Echelon Plaza, Suite 300 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)

1 AEM model 370.1 all american belt sander, SN59093337, AEM sander, 1 roto phase I model G arco converter

Name and address of Assignee

Equipment lease does not create a security interest not subject to recordation tax

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Lizabeth Renner Attorney in fact

Annapolis Hardwoods Inc
Lizabeth Renner Attorney in fact 8/16/90
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Signature of Secured Party: Lizabeth Renner Clerk

Advanta Leasing Corp Lizabeth Renner, Clerk
Type or Print Above Signature on Above Line

BOOK 559 PAGE 412

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

Superior Cleaners	5474	Southern Maryland Boulevard	Lothian, Maryland	20711
-------------------	------	-----------------------------	-------------------	-------

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Joanne Pagliaro	P. O. Box 1163		Chesapeake Beach, MD.	20732

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 equipment, furniture, accounts receivable and all other assets of Superior Cleaners, including Omega Dry-to-Dry Cleaning Machine SER #CON 725x, Fulton 20 HP Boiler #59853, Forinta Single Buck shirt press Ser #M9HB11989300, and Forinta Press 42 FOL Ser #MTFOL34890042.

RECORD FEE 11.00
 POSTAGE .50
 CK #922140 0345 P01 114:54
 03/21/90

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

<u>Superior Cleaners</u>	_____ (Seal) (Corporate, Trade or Firm Name)
By: <u>Marie Hill</u>	<u>Joanne Pagliaro</u> Signature of Secured Party or Assignee
<u>MARIE HILL, General Partner</u>	<u>JOANNE PAGLIARO</u>
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

11-



BOOK 559 PAGE 413

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Leena Hardwoods, Inc.	1341	West Central Avenue	Davidsonville, MD	21035

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
David G. Smith	1331	West Central Ave.	Davidsonville, MD	21035

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 assets, equipment, stock and inventory of Debtor, including equipment and assets on attached schedule.

DONALD L. NOBLE, ESQUIRE
9015 Woodyard Road, Suite 209
Clinton, Maryland 20735

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

LEENA HARDWOODS, INC.

LEENA HARDWOODS, INC. (Seal)
(Corporate, Trade or Firm Name)

By: PREM P. AGARWAL, President

Signature of Secured Party or Assignee

DAVID G. SMITH
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

(Type or print name under signature)

RECORD FEE 11.00
CK POSTAGE .50
8922130 0343 P01 11:55
02/21/90

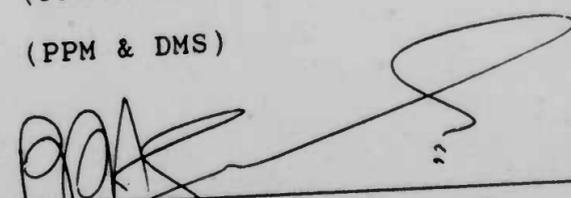
11



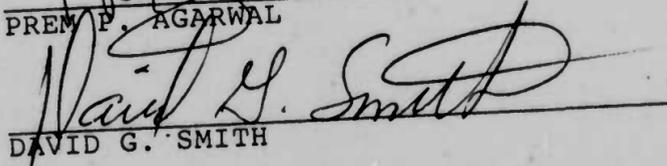
Exhibit B

LIST OF EQUIPMENT

1. 1984 G.M.C. Tractor (Serial #1GDT9E4C7EV544392)
2. 1989 Freightliner Tractor (Serial #1FUYDDYB1KH360850)
3. 1976 Ford Tractor (Serial #X90LVC44759)
4. 1977 G.M.C. Tractor (Serial #TJH907V557220)
5. Chip Van (Serial #MAS451908)
6. Chip Van (Serial #MAS451950)
7. Flat Bed Trailer (Serial #K32788)
8. Flat Bed Trailer (Serial #1H4P0520EF075803)
9. 920 Caterpillar Loader (Serial #62K13205)
10. 920 Caterpillar Loader (Serial #62K5749)
11. Tandem Dump Truck (Serial #)
12. 1988 G.M.C. Pick Up Truck (Serial #2GTDC14K8J1501332)
13. Power Saw Shop & Parts (PPM & DMS)
14. Spare Parts for the Saw Mill (PPM & DMS)
15. Repair Shop & Spare Parts (PPM & DMS)
16. Office Trailer (PPM & DMS)
17. Complete Saw Mill Complex (PPM & DMS)



 PREM P. AGARWAL



 DAVID G. SMITH

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 PEDCO, Inc.
 Address 8439 Elvaton Road, Millersville, Maryland 21108

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.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing. One (1) new 1990 International Model 3800 school bus S/N 1HVBNNEN8LH290590 with 66 passenger Thomas school bus body with diesel engine and automatic transmission.

Name and address of Assignee
 FILE 11.30

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PEDCO, Inc.

Henry Dullin
 (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W. R. Brown - Asst. V.P.
 (Signature of Secured Party)

William R. Brown, Asst. Vice President
 Type or Print Above Signature on Above Line

281781

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): CDI Textures, Inc. Address(es): 1637 Marley Avenue
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department: AARU
Post Office Box 987, Mailstop 500-270
Attention: Claude Patrick Baltimore, Maryland 21203
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

[Handwritten mark]

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 H. W. SCHAFER (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):

[Handwritten notes and stamps: 11.00, .50, 08/20/90, 08/20/90, 08/20/90]

CK

Debtor: CDI Textures, Inc.

Secured Party: Maryland National Bank

By: *[Signature]* (Seal)
Type name and title, if any

By: *[Signature]* (Seal)

By: Charles Itofee, Secty/Treas. (Seal)
Type name and title, if any

C. Ann Abruzzo, AVP
Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

RETURN TO:
MARYLAND NATIONAL BANK
ATTN: LDRU M/S 250603
P. O. BOX 17372
BALTIMORE, MD 21203

[Handwritten number: 1130]

281782

August 15, 1990

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is: Karen H Klocko D.D.S.
Deborah Rodriguez D.D.S., P.A.
T/A Crofton Family Dentistry
2135 Defense Highway Crofton, MD 21114

2. The name and address of the Secured Party (or Assignee) is:
United Bank & Trust Co. of MD
9420 Pennsylvania Avenue
Upper Marlboro, MD 20772 Attn: K.M. Logan

3. The maturity date of the obligation (if any) is: _____

4. This Financing Statement covers the following types (or items) of property: (Describe)
1 ADEC Priority Chair Standard 1 ADEC 3126 Assistants Wallmount
1 ADEC Dr Stool 1 MIDWEST In-Sight with
1 ADEC Asst Stool swivel hose and power
1 ADEC Track Light lever handpiece
1 ADEC 3110 Doctors Wallmount

5. Check the lines which apply if any, and supply the information indicated:

(If collateral is crops). The above described crops are growing or are to be grown on _____
(describe real estate)

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

(If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$ 13,896.48

Debtor(s): Karen H Klocko D.D.S. Secured Party:
Deborah Rodriguez D.D.S., P.A. United Bank & Trust Co
T/A Crofton Family Dentistry of MD

Karen H Klocko DDS
Karen H Klocko D.D.S., Pres.

By *Maureen Cowger*
(AUTHORIZED SIGNATURE)

Deborah S Rodriguez DDS
Deborah Rodriguez D.D.S., Vice Pres Maureen Cowger, Branch Officer
(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

RECORD FEE 11.00
RECORD TAX 98.00
POSTAGE .50
#727410 DT 7 R03 T11:29
08/22/90
H. ERLE SCHAFER
CK AA CO. DISTRICT COURT

13
98-
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 Martin, Angela Jeung
Address 1327 Ashton Road, Hanover, MD 21076

2. SECURED PARTY

Name IBM Credit Corporation
Address P.O. Box 105061
Atlanta, GA 30348-9990

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 right, title and interest in and to whether now owned or hereafter acquired or existing (a) all ~~equipment~~ and all inventory, and all parts thereof attachments and accessions thereto, products thereof and documents therefor; (b) all accounts, contract rights chattel paper, instruments, general intangibles and other obligations of any kind, and all rights in and to all contracts securing or otherwise relating to any of the same; and (c) all substitutions and replacements for all proceeds and insurance proceeds of all of the foregoing.

Name and address of Assignee
M. LEE SCHAFER
AS ID. CIRCUIT COURT

This obligation not subject to recordation tax.

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Angela Jeung Martin
Angela Jeung Martin
(Signature of Debtor)
ANGELA JEUNG MARTIN
Type or Print Above Name on Above Line

Raymond H. Zavarcki
IBM Credit Corporation
Raymond H. Zavarcki
(Signature of Secured Party)

(Signature of Debtor)
Type or Print Above Signature on Above Line

Raymond H. Zavarcki
Type or Print Above Signature on Above Line

1150

281784

BOOK 559 PAGE 419

TO BE RECORDED AMONG THE
FINANCING RECORDS

THIS TRANSACTION IS SUBJECT
TO RECORDATION TAXES ON THE
AMOUNT OF \$ 113,000.00
WHICH HAVE BEEN PAID TO THE
CLERK OF THE CIRCUIT COURT
OF Anne Arundel County

FINANCING STATEMENT

1. DEBTOR(S): CONFIDENT CONTRACTORS, INC.
P. O. Box 652
Stevensville, Maryland 21666

RECORD FEE 11.00
POSTAGE .50
#870410 C237 R02 T14:48
08/22/90

GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. SECURED: 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.

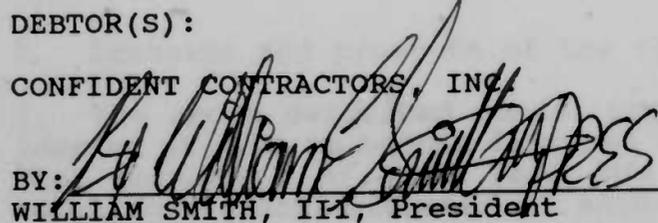
4. If the above personal property is to be affixed to real
property, describe real property: See Exhibit "B" attached
hereto and made a part hereof.

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

CONFIDENT CONTRACTORS, INC.

BY: 
WILLIAM SMITH, III, President

1133
AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;
Dackman, Heyman, Engel & Dackman
2221 Maryland Avenue
Baltimore, Maryland 21218
D&H #6283

EXHIBIT "A"

BOOK 559 PAGE 420

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, plumbing, 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 14 as shown on the plat entitled "Towering Oaks", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 99, page 34.

EXHIBIT "A"

BOOK 559 PAGE 420

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 14 as shown on the plat entitled "Towering Oaks", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 99, page 34.

281785

BOOK 559 PAGE 421

TO BE RECORDED AMONG THE
FINANCING RECORDS

THIS TRANSACTION IS SUBJECT
TO RECORDATION TAXES ON THE
AMOUNT OF \$334,400.00
WHICH HAVE BEEN PAID TO THE
CLERK OF THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. DEBTOR(S) MILLSTREAM PARTNERSHIP VI
10615 Old Columbia Road, S.A.
Columbia MD 21046

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.

RECORD FEE 12.00
POSTAGE .50
#870460 C237 R02 T14:52
08/22/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):

MILLSTREAM PARTNERSHIP VI

BY: *Gary J. Endler*
GARY J. ENDLER, Managing Partner

1200
AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;
Dackman, Heyman, Engel & Dackman
2221 Maryland Avenue
Baltimore, Maryland 21218
D&H #6184

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 Lots Nos 80 and 81 as shown on a plat entitled "Sandridge, Sheet 2 of 2", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 115, page 18, Plat No. 6042.

WP/FINSTAT

281786

BOOK 559 PAGE 423

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name C.A.R. Corporation

Address MD Rts. 2 & 4 Sunderland, MD 20689

2. SECURED PARTY

Name Wilbar & Arnold, Inc.

Address 10025 Richmond Hwy. Lorton, VA 22079

Orix Credit Alliance, Inc. 1331 A Ashton Road Hanover, MD 21076

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.
1331 A Ashton Road
P.O. Box 676
Hanover, MD 21076

RECORD FEE 17.00

POSTAGE .50

#727550 DT77 R03 T14:47

CK 08/22/90

ERLE SCHAFER

CLERK OF 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)

C.A.R. Corporation

Charlotte A. Russell
(Signature of Debtor)

Charlotte A. Russell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Wilbar & Arnold, Inc.

Robert Arnold
(Signature of Secured Party)

Robert Arnold

Type or Print Above Signature on Above Line

17.50

CONDITIONAL SALE CONTRACT NOTE

BOOK 559 PAGE 424

TO: Wilbar & Arnold, Inc. ("Seller") FROM: C.A.R. Corporation ("Buyer")
 10025 Richmond Hwy. Lorton, VA 22079 MD Rts. 2 & 4 Sunderland, MD 20689
(Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) Liebherr Model 722 Hydraulic Excavator, S/N 130 CRR One (1) Liebherr Model 722 Crawler Tractor with 6 way hydraulic blade and cab. S/N 281-0130	(1) CASH SALE PRICE	\$ 116,332.50
	(2) DOWN PAYMENT In Cash	\$ 18,000.00
	(3) DOWN PAYMENT In Goods* (Trade-In Allowance)	\$ -0-
	(4) UNPAID BALANCE [Items (1) - (2) - (3)]	\$ 98,332.50
	(5) INSURANCE and other Benefits	\$ -0-
	Types of coverage and benefits	\$ 200.00
	(6) OFFICIAL or DOCUMENTARY FEES	\$ 98,532.50
	Describe and Itemize	\$ 21,194.38
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 119,726.88
	(8) FINANCE CHARGE (Time Price Differential)	\$ 137,726.88
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]		
(10) TIME SALES PRICE [Items (2)+(3)+(9)]		

*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:
 MD Rts. 2 & 4 Sunderland Calvert MD 20689
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred nineteen thousand seven hundred twenty six and 88/100**** Dollars (\$119,726.88) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 15th day of September, 1990, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 2,494.31 and the final installment being in the amount of \$ 2,494.31 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
 LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
 CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.
 Date: August 14, 1990 BUYER(S)-MAKER(S): (SEAL)

Accepted: Wilbar & Arnold, Inc. (SEAL) C.A.R. Corporation (Print Name of Buyer-Maker Here)
 By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: Charlotte A. Russell Pres. (SEAL)
 (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 _____ By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")
 _____ (Witness)

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 14, 1990

between Wilbar & Arnold, Inc. as Seller/Lessor/Mortgagee and C.A.R. Corporation MD Rts. 2 & 4 Sunderland, MD 20689 (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 \$119,726.88. IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14th day of August, 1990.

Wilbar & Arnold, 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.)

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR & Address (Last Name First)</p> <p>HAR-MID, a Maryland General Partnership c/o George P. Phillips 87 Prince George Street Anapolis, Maryland 21401</p>	<p>2. SECURED PARTY & Address</p> <p>Monumental Life Insurance Company Larry G. Brown, Trustee 1111 North Charles Street Baltimore, Maryland 21201</p>
<p>3. FOR FILING OFFICER USE (Date, Time, Number, Record Reference & Filing Officer)</p>	<p>4. RETURN TO:</p> <p>Monumental Life Insurance Company Mortgage Loan Department/Michelle Shaw 4333 Edgewood Road NE Cedar Rapids, Iowa 52499</p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: _____ Date: August 29, 1985
Record Reference: Liber 489, Folio 186

<p>A. CONTINUATION XX </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 _ </p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the collateral listed below.</p>
<p>C. ASSIGNMENT _ </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 property listed below.</p>	<p>D. OTHER _ </p> <p>(Indicate whether amendment, termination, etc.)</p>

INFORMATION:

Date:
August 22, 1990

SECURED PARTY: MONUMENTAL LIFE INSURANCE COMPANY

By: 
DAVID M. ZACHAR, VICE PRESIDENT

1050

559-428

not used

s/b Land

8-23-90

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT
Roll/Liber No. 531 534 Page No. 026 433
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 101 (Building 1) as shown on the Plats entitled "Phase 1, Building 1, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 34 through 38, inclusive, at Plats No. E-2484 through E-2488, inclusive.

RECORD FEE 10.00

STAMP: BK

STAMP: SEP 30 11 17 AM '90

STAMP: 08/23/90

H. ERLE SCHAFER

STAMP: CIRCUIT COURT

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
(133-90)

108

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 534 Page No. 433
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 303 (Building 1) as shown on the Plats entitled "Phase 1, Building 1, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 34 through 38, inclusive, at Plat Nos. E-2484 through E-2488, inclusive.

FEE 10.00
CK .50
HT27940 CITT R03 T09:52
00/23/90

BEING FURTHER KNOWN AND DESIGNATED as Unit 103 (Building 3) as shown on the Plats entitled "Phase 3, Building 3, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 44 through 48, inclusive, at Plat Nos. E-2494 through E-2498, inclusive.

ERLE SCHAFER
CIRCUIT COURT

Dated: July 2, 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

10.50

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. 274141 534 Page No. 433
8.10.88

- 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 103 (Building 2) as shown on the Plats entitled "Phase 2, Building 2, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 39 through 43, inclusive, Plats No. E-2489 through E-2493, inclusive.

RECORDED FEE 10.00
POSTAGE .50
50 CT 777 103 TOP:53
CK 08/23/90

Dated: July 2, 1990

FIRST AMERICAN BANK OF MARYLAND
H. ERLE SCHAFER

By: [Signature]
Vice President
AA CO. CIRCUIT COURT

- FILE IN:
- () SDAT
 - () Land Records
 - (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(058-90)

105

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT
Roll/Liber No. 531 Page No. 026
ID No. 534 Page No. 433

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 301 and 302 (Building 2) as shown on the Plats entitled "Phase 2, Building 2, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 39 through 43, inclusive, Plats No. E-2489 through E-2493, inclusive.

RECORD FEE 10.00

STAMPAGE .50

NO. 0777 803 109:52

CK 08/23/90

H. ERLE SCHAFER

HA CO. CIRCUIT COURT

Dated: 6/18/90

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
(148-90/030-90)

1050

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. 534 Page No. 433

- 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 202 (Building 3) as shown on the Plats entitled "Phase 3, Building 3, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 44 through 48, inclusive, at Plats No. E-2494 through E-2498, inclusive.

RECORD FEE 10.00
POSTAGE .50
72070 CTTT 403 109:53
CK 08/23/99
ERLE SCHAFER
HH CO. CIRCUIT COURT

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
(110-90)

10.50

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 534 Page No. 433
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 203 (Building 3) as shown on the Plats entitled "Phase 3, Building 3, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 44 through 48, inclusive, at Plats No. E-2494 through E-2498, inclusive.

RECORD FEE 10.00
STAMP CK
27980 0777 103 109153
08/23/90
H. ERLE SCHAFER

Dated: _____

FIRST AMERICAN BANK OF MARYLAND, CIRCUIT COURT

By: [Signature]

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(161-90)

108

BOOK 559 PAGE 435

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
534 433
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
3401 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: RECORD FEE 10.00

BEING KNOWN AND DESIGNATED as Unit 202 (Building 4) as shown on the Plats entitled "Phase 4, Building 4, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-47, pages 7 through 11, inclusive, at Plats No. E-2507 through E-2511, inclusive. POSTAGE .50
7/27/90 07:17:03 109:53
ERIE SCHAFER
AA CO. CIRCUIT COURT

Dated: _____ FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- SDAT
- Land Records
- Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(056-90)

156

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 534 Page No. 433
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 4) as shown on the Plats entitled "Phase 4, Building 4, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-47, pages 7 through 11, inclusive, at Plats No. E-2507 through E-2511, inclusive.

RECORD FEE 10.00

CHARGE .50

000 0777 R03 709153

CK

08/23/90

H. ERLE SCHAFER

Dated: _____

FIRST AMERICAN BANK OF MARYLAND
CIRCUIT COURT

By: [Signature]

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(117-90)

1052

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 534 Page No. 433
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 302 and 303 (Building 4) as shown on the Plats entitled "Phase 4, Building 4, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-47, pages 7 through 11, inclusive, at Plats No. E-2507 through E-2511, inclusive.

Dated: July 2, 1990

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
SETH C. NICHOLSON
Vice President

RECORD FEE 10.00

STAMP FEE .50

AT 20910 CT 77 103 109:53

08/23/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(084-90/132-90)

158

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
534 433
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 101 (Building 2) as shown on the Plats entitled "Phase 2, Building 2, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 39 through 43, inclusive, Plats No. E-2489 through E-2493, inclusive.

RECORD FEE 10.00
POSTAGE GK .50
#728020 CTTT 103 109:54
08/23/90

Dated: 6/18/90

FIRST AMERICAN BANK OF MARYLAND

By: [Signature] H. ERLE SCHAFER
CIRCUIT COURT

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(055-90)

158

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 534 Page No. 433
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 204 and 303 (Building 2) as shown on the Plats entitled "Phase 2, Building 2, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 39 through 43, inclusive, Plats No. E-2489 through E-2493, inclusive.

RECORD FEE 10.00
TAGG CK .50
08/23/90

Dated: 6/18/90

FIRST AMERICAN BANK OF MARYLAND
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

By: [Signature]

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(026-90/059-90)

154

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. 534 433

- 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 1) as shown on the Plats entitled "Phase 1, Building 1, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 34 through 38, inclusive, Plats No. E-2484 through E-2488, inclusive.

RECORD FEE 10.00
CK .50
177040 0777 R03 109:54
01/23/90

BEING FURTHER KNOWN AND DESIGNATED as Unit 201 (Building 3) as shown on the Plats entitled "Phase 3, Building 3, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 44 through 48, inclusive. Plats No. E-2494 through E-2498, inclusive.

ERLE SCHAFER
CIRCUIT COURT

Dated: 6/18/90

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
(166-90/088-90)

155

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. 534 433

- 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 1) as shown on the Plats entitled "Phase 1, Building 1, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 34 through 38, inclusive, at Plat nos. E-2484 through E-2488, inclusive.

BEING KNOWN AND DESIGNATED as Unit 102 (Building 2), as shown on the Plats entitled "Phase 2, Building 2, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-46, pages 39 through 43, inclusive, Plats No. E-2489 through E-2493, inclusive.

BEING KNOWN AND DESIGNATED as Units 204 and 302, (Building 3), as shown on the Plats entitled "Phase 3, Building 3, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book E-46, pages 44 through 48, inclusive, at Plat Nos. E-2494 through E-2498, inclusive.

Dated: July 2, 1990

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
Vice President

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(065-90/061-90/087-90/098-90)

RECORD FEE 10.00
STAGE CK .50
#720050 0777 R03 109:54
08/23/90
H. ERLE SCHAFFER
CO. CIRCUIT COURT

158

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 534 Page No. 433
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 1) as shown on the Plats entitled "Phase 1, Building 1, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 34 through 38, inclusive, at Plats No. E-2484 through E-2488, inclusive.

BEING FURTHER KNOWN AND DESIGNATED as Unit 101 (Building 3) as shown on the Plats entitled "Phase 3, Building 3, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 44 through 48, inclusive, at Plats No. E-2494 through E-2498, inclusive.

BEING FURTHER KNOWN AND DESIGNATED as Unit 101 (Building 4) as shown on the Plats entitled "Phase 4, Building 4, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-47, pages 7 through 11, inclusive, at Plats No. E-2507 through E-2511, inclusive.

Dated: _____

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- SDAT
- Land Records
- Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(027-90/096-90/085-90)

RECORD FEE 10.00
POSTAGE CK .30
20080 0777 803 10454
08/23/90
H. ERLE SCHAFER
H. CO. CIRCUIT COURT

1050

CDF/01-26-89
9915X (0515X)
SSA-SFC(B)(4)

BOOK 559 PAGE 443

- To be recorded
- (1) in the Land Records of Anne Arundel County;
 - ✓(2) in the Financing Statement Records of Anne Arundel County; and
 - (3) with the State Department of Assessments and Taxation.

Not subject to recordation tax
Principal amount is
\$ 105,000.00

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.

RECORD FEE 15.00
POSTAGE .50
#871190 C237 R02 T11:02
08/23/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtor:

Cypress Point Properties

Mailing Address of Debtor:

438 A Crain Highway
Glen Burnie, MD 21061

2. Secured Party:

STERLING BANK & TRUST CO.,
a bank and trust company
tion organized and existing
under the law of Maryland,

Address of Secured Party:

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.

153

155

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.

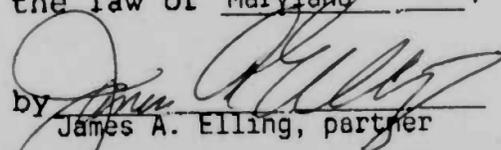
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

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.

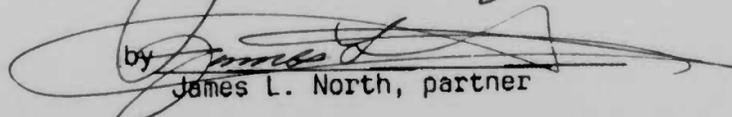
7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$105,000.00. The Debtor and the Secured Party hereby agree that the Secured Party 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: _____, 198__

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 559 PAGE 445

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.~~

BEING KNOWN AND DESIGNATED as Lot No. 69, 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.

STERLING BANK & TRUST CO.
1000 W. BALTIMORE ST.
BALTIMORE, MD. 21201

BOOK 559 PAGE 446

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~1988~~ 279107

RECORDED IN LIBER 548 FOLIO 88 ON _____ (DATE)

1. DEBTOR

Name William E. Thurman III
Address 10605 Graeloch RD, Laurel Md, 20707

2. SECURED PARTY

Name Avco Financial Servcies
Address 8837 Belair RD, Baltimore MD, 21236

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination Statement</p>

DJ

FILE 10.00
MISPL
08/21/90
H LIME SUPPLER
09 LIME SUPPLER

Dated 8/21/90

Kristyne L. Fornarotto
(Signature of Secured Party)
Type or Print Above Name on Above Line
Manager

1050

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

Name Mina Parks
Address 915 Chesapeake Avenue, Annapolis, MD 21043

2. SECURED PARTY

Name Mobil Oil Corporation
Address 3225 Gallows Road
Fairfax, VA 22037
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 MOBIL EQUIPMENT, ACCOUNTS RECEIVABLE AND INVENTORY NOW OWNED, CONSIGNED TO OR HEREAFTER ACQUIRED BY DEBTOR FROM MOBIL, INCLUDING BUT NOT LIMITED TO MOTOR FUEL, MOTOR OIL, GREASES, TIRES, BATTERIES, AUTOMOTIVE ACCESSORIES AND SPECIALTIES, MECHANIC'S TOOLS AND AUTOMOTIVE DIAGNOSTIC OR REPAIR EQUIPMENT, AND INCLUDING ALL PROCEEDS THEREOF AND ALL CREDIT CARD INVOICES.

Name and address of Assignee
RECORD FEE 11.00
STAMP 50

Anne Arundel County, MD CN 129506RT

NOT SUBJECT TO MARYLAND RECORDATION TAX - Collateral is Contract Rights, Accounts, general intangibles or inventory

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mina Parks
(Signature of Debtor)

MINA PARK.
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 62703
#F067734/#4171-BW

Mobil Oil Corp

Jody Minor Credit rep
(Signature of Secured Party)

J. Minor
Type or Print Above Signature on Above Line

281789

Anne Arundel Co.
C-02-08796-3

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 550-448

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gunther, George Michael
Address 1764 West Drive Pasadena, MD 21122

2. SECURED PARTY

Name West End Service, Inc.
Address 8600 Frederick Road Ellicott City, MD 21043

Orix Credit Alliance, Inc. P.O. Box 676 Hanover, MD 21076
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 676
1331A Ashton Road
Hanover, MD 21076

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

George Michael Gunther

George Michael Gunther
(Signature of Debtor)

George Michael Gunther
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

West End Service, Inc.

John Kline
(Signature of Secured Party)

John Kline, Vice President
Type or Print Above Signature on Above Line

17-50

CONDITIONAL SALE CONTRACT NOTE

BOOK 559 PAGE 449

TO: West End Service, Inc. FROM: George Michael Gunther
8600 Frederick Road Ellicott City, MD 21043 1764 West Drive Pasadena, MD 21122

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 (include make, year, model identification, model and serial numbers or marks): One (1) 1990 International Harvester Model 3800, 64 passenger Bus, S/N 1HVBBCFP4LH259695. Financial items: (1) CASH SALE PRICE \$40,797.00, (2) DOWN PAYMENT In Cash \$0, (3) DOWN PAYMENT In Goods* (Trade-In Allowance) \$0, (4) UNPAID BALANCE [Items (1) - (2) - (3)] \$40,797.00, (5) INSURANCE and other Benefits \$0, (6) OFFICIAL or DOCUMENTARY FEES \$200.00, (7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] \$40,997.00, (8) FINANCE CHARGE (Time Price Differential) \$14,668.60, (9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] \$55,665.60, (10) TIME SALES PRICE [Items (2)+(3)+(9)] \$55,665.60.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1764 West Drive Pasadena Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Fifty five thousand six hundred sixty five and 60/100 Dollars (\$ 55,665.60) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 17th day of September, 19 90, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 927.76 and the final installment being in the amount of \$ 927.76 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
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: August 17, 19 90 BUYER(S)-MAKER(S):

Accepted: West End Service, Inc. (SEAL) George Michael Gunther (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: George Michael Gunther (SEAL)

(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

By: (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.** BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19 _____

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature of Seller

(Witness)

By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 17, 1990 between West End Service, Inc. as Seller/Lessor/Mortgagee and George Michael Gunther 1764 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 (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 \$ 55,665.60

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of August, 1990

West End Service, 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.)

281790

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To Be Recorded:

- Land Records of Anne Arundel County
- ✓ Chattel Records of Anne Arundel County
- State Department of Assessments and Taxation

Subject to Recording Tax On Principal Amount of \$2,500,000.00 Which Was Paid To The Clerk of The Court of Anne Arundel County Upon the Filing of a Deed of Trust.

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTOR: MONTEREY MEDICAL ASSOCIATES
A Maryland General Partnership
c/o Albert M. Gordon
201 Forbes Street
Annapolis, MD 21401

2. SECURED PARTY: FARMERS NATIONAL BANK OF
MARYLAND
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Dept.

RECORD FEE 30.00
LITIGATION 1.50
RECORDING 0.15
TOTAL 31.65
MAY 15 1994
CK
FILE NUMBER 00001

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

30

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 Second Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

MONTEREY MEDICAL ASSOCIATES
A Maryland General Partnership

By: *Albert M. Gordon*
Albert M. Gordon, Partner

By: *Dwight N. Fortier*
Dwight N. Fortier, Partner

By: *Jonathan M. Sutton*
Jonathan M. Sutton, Partner

By: *Samuel M. Libber*
Samuel M. Libber, Partner

By: *T. Richard Saunders*
T. Richard Saunders, Partner

Date: August 23, 1990

SECURED PARTY:

FARMERS NATIONAL BANK OF
MARYLAND

By: *Richard A. Dent*
Richard A. Dent
Vice President

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TO FILING OFFICER: After this Statement has been recorded,
please return to:

Farmers National Bank of Maryland
Church Circle
Annapolis, MD 21401
Attn: Richard A. Dent, Executive Vice President

APPENDIX "A"

BEGINNING for the same at an iron pin now set at the intersection of Monterey Avenue and Forbes Street, said beginning point being at the beginning of the conveyance from Samuel W. Smith to the County Commissioners of Anne Arundel County by deed dated February 25, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 69, folio 100; thence leaving said beginning point so fixed and running with the northernmost side of said Forbes Street as now surveyed South 40 degrees 55 minutes 45 seconds East 149.69 feet to an iron pin now set; thence leaving said Forbes Street and running North 49 degrees 05 minutes 00 seconds East 190.0 feet, crossing an iron pipe there found 0.14 feet from the end of said line; thence running North 40 degrees 55 minutes 45 seconds West 149.69 feet to an iron pipe there found on the easternmost side of the aforementioned Monterey Avenue; thence running with and binding on said Monterey Avenue South 49 degrees 05 minutes 00 seconds West 190.00 feet to the point of beginning. Containing 0.653 acres, more or less, according to a survey and plat by John J. Dowling, Registered Land Surveyor in August of 1990.

KNOWN as Lots Nos. 716, 718 and 720 Monterey Avenue, Annapolis, Maryland, and being Lots 11 and 12 and part of Lots 10 and 13, Block 18, West Annapolis, Anne Arundel County, Maryland.

BEING the same property conveyed unto Monterey Medical Associates by deeds dated September 1, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4683, folio 321, September, 1, 1988 and recorded as aforesaid in Liber 4683, folio 324, and June 1, 1989 and recorded as aforesaid in Liber 4861, folio 383.

281791
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 \$132,500.00 in connection with the filing of the Purchase Money Deed of Trust and Security Agreement described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 14.00
POSTAGE .50
#872710 C237 R02 T12:54

CK 08/24/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. Debtors Names Address
JOHN T. CHAMBERS and Unit 10, 105/107 Ridgely Ave.
JEANETTE J. CHAMBERS Annapolis, Maryland 21401

6. Secured Party Address
The Annapolis Banking 18 Church Circle
and Trust Company 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 and Security Agreement dated August ____, 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

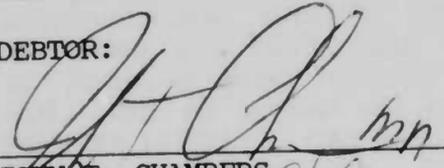
LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

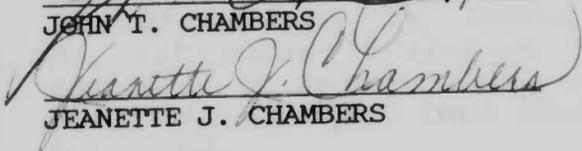
(301) 263-8855

1400

alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

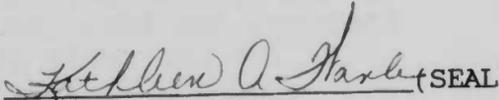
DEBTOR:


JOHN T. CHAMBERS


JEANETTE J. CHAMBERS

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
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SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Unit Numbered 10, Building 2, 105/107 Ridgely Avenue of a Condominium Regime known as "WEST ANNAPOLIS PROFESSIONAL CENTER CONDOMINIUM", as the same is established by a Condominium Regime Declaration and By-Laws dated November 27, 1989, and recorded among the Land Records of Anne Arundel County in Liber HES No. 4980, folio 818, and as shown on a Plat entitled "WEST ANNAPOLIS PROFESSIONAL CENTER CONDOMINIUM" recorded in Condominium Plat No. E-2160 through E-2166 Plat Book No. 44, pages 10 through 16, all inclusive, and by Amendment to By-Laws dated April 18, 1990 and recorded among the aforesaid Land Records in Liber HES NO. 5079, folio 667.

TOGETHER with an undivided 2.2620% interest in the common elements of said Condominium, and the rights, ways and easements appurtenant thereto, all as set out in said Condominium Declaration and By-Laws and Amendment to By-Laws for West Annapolis Professional Center Condominium.

SUBJECT to the right and use in common with others in and to the common elements of the aforesaid West Annapolis Professional Center Condominium and other rights, privileges, duties and responsibilities of a Condominium Unit Owner in said Condominium in accordance with the terms and provisions of said Condominium Declaration and By-Laws and Amendment to By-Laws and the Condominium Plats.

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MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

281792

BOOK 559 PAGE 461

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Diversified Packaging Products, Inc.
Address: 1265 Pine Hill Drive
Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:
All accounts receivable and inventory whether now owned or hereafter acquired.

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
\$24.50 0345 801 11416
CK 03/24/90
H. ERLE SCHNEFER
M. CO. CIRCUIT COURT

Debtor(s):

Diversified Packaging Products, Inc.
.....

By: *James S. McCrea*
James S. McCrea, President
.....
.....

Secured Party:

Annapolis Banking and 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.)

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 9500
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

BAB Limited

507 Bay Hills Drive
Arnold, Maryland 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):

1 - Comtech 386 SX W/ 40MB HD, 1.44MB and 1.2MB FDD, Parallel and Serial Port, 101 Keyboard, 1MB Ram, VGA Monitor and Card, 1 - Repeater (Single Port REP-01, 1 - Transceiver (For Repeater) TRAN-01, 1 - Arche 286/12 44MB, 1MB, VGA 044-0286-12V, 1 - Arche 286 Workstation T86-0286-12M, 2 - Etherlink II Board #C503, 1 - Emerson 2400 Baud Modem, 1 - Dataline.

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 66.50

POSTAGE .50

1024380 0315 R01 114:27

GK 08/24/90

H. ERLE SCHAFER

MA CO. CIRCUIT COURT

Debtor (or Assignor)

Secured Party (or Assignee)

BAB LTD

FARMERS NATIONAL BANK OF MARYLAND

Thomas C Bradley
T. B. By Maria A Bradley

BY [Signature]

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11-
66.50

281794

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal
- Amount is \$ 14,000.00
- 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.

RECORD FEE 11.00
 RECORD TAX 98.00
 FURNITURE .50
 08/24/90
 CK
 H. ERLE SCHAFER
 MD. CIRCUIT COURT

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

BAB, Ltd.

FARMERS NATIONAL BANK OF MARYLAND

BY *Thomas E. Bradley*
Thomas E. Bradley

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

92 11

281795

BOOK 559 PAGE 464

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 200,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Annapolitan, Inc.

413 4th Street
Annapolis, MD 21403

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 Borrower, 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 following real estate:

H. ERLE SCHAFER
IN CO. CIRCUIT COURT
RECORD FEE 11.00
RECORD TAX 1400.00
POSTAGE GK .50
1924500 0055 R01 T14:42

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.

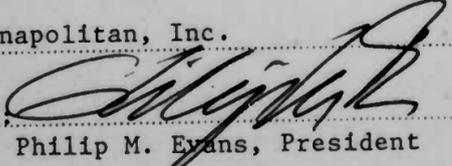
Debtor (or Assignor)

Secured Party (or Assignee)

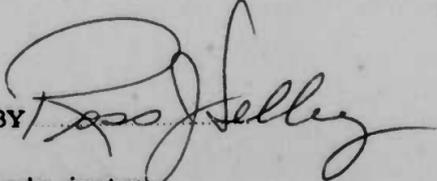
Annapolitan, Inc.

FARMERS NATIONAL BANK OF MARYLAND

08/24/80

BY  Philip M. Evans, President

H. ERLE SCHAFER
IN CO. CIRCUIT COURT

BY 

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

1100
1400.00
JD

281796

BOOK 559 PAGE 466

FINANCING STATEMENT

- 1. X To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2. X 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 \$80,900.00 in connection with the filing of the Purchase Money Deed of Trust and Security Agreement described below in the Land Records of Anne Arundel County, Maryland.

5. Debtors Names

Address

MARILYN BRITT
LAURA HOLLIS

2998 Dogwood Trail
Annapolis, Maryland 21401

RECORD FEE 18.00
POSTAGE .50
#073490 C23T REC 12103
08/24/90
GK

6. Secured Party

Address

Farmers National Bank
of Maryland

5 Church Circle
Annapolis, Maryland 21401

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) 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 and Security Agreement dated August 22, 1990 from Debtor to Ross J. Selby and William A. Walker, II, 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

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SNIDER, BUCK &
MIGDAL
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P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

8080
FN001.642

alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR:

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

Marilyn Britt
MARILYN BRITT

BY William A. Walker, II (SEAL)
WILLIAM A. WALKER, II
Vice President

Laura Hollis
LAURA HOLLIS

Mr. Clerk: Please return to Pat Weiss, P.O. Box 2400,
Annapolis, Maryland 21404.

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SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Unit Numbered and Lettered L-6, in Building No. 1, in the Plan of Condominium Subdivision known as "ARUNDEL PLAZA CONDOMINIUM" as the same is recorded among the Land Records of Anne Arundel County, Maryland, in Condominium Plat Book 1 at Plats 13 and 14, and as established as "ARUNDEL PLAZA CONDOMINIUM" per Declaration and By-Laws dated December 30, 1974 and recorded in Liber 2728 at folio 5, et seq., among the Land Records of Anne Arundel County, Maryland.

TOGETHER with the interest in the Common Elements appertaining unto said Unit as set forth in said Declaration, and together with all rights, ways, privileges, appurtenances and advantages thereunto belonging or appertaining and particularly the rights in common with others in the aforesaid ARUNDEL PLAZA CONDOMINIUM and other rights and privileges of a Unit Owner as set forth in said Declaration.

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SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

BUSINESS USE AFFIDAVIT

WE, MARILYN BRITT and LAURA HOLLIS, the undersigned Borrowers hereby certify that the purpose of the following described loan, executed by FARMERS NATIONAL BANK OF MARYLAND and Borrowers this date, is such that the loan constitutes a "commercial loan" as that term is defined in the Annotated Code of Maryland, Commercial Law Article, Sections 12-101(c) and 12-103(e).

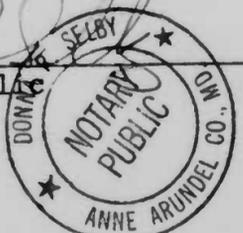
LOAN AMOUNT: \$80,900.00

Marilyn Britt
MARILYN BRITT
Laura Hollis
LAURA HOLLIS

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that, on this 22nd day of August, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared MARILYN BRITT and LAURA HOLLIS and gave oath in due form of law that this Affidavit is true and correct to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Donna Selby
Notary Public


My Commission Expires:

10-1-94

LAW OFFICES
MANIS,
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(301) 263-8855

01-0015831
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 535

Page No. 598

Identification No.

Dated 3/5/90

1. Debtor(s) { Eskay S. K. Tsang and Shirley S. Tsang
Name or Names—Print or Type
1589 Dulaney Lane, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party { KEY FEDERAL SAVINGS BANK
Name or Names—Print or Type
7F Gwynns Mill Court, Owings Mills, MD 21117
Address—Street No., City - County State Zip Code

DJ

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 12.00
POSTAGE .50
HBT3530 0237 R02 T15:07
03/24/90
H. ERLE SCHAFER
AA CL. CINCINNATI 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 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>

See Exhibit A and B attached hereto and made a part hereof

Dated: February 15, 1990

KEY FEDERAL SAVINGS BANK
Name of Secured Party
BY: *[Signature]*
Signature of Secured Party
Daniel W Hume, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1
RETURN TO: Horizon Title Corporation
Release Department
8023 Ritchie Highway, Suite C
Pasadena, MD 21122

12⁰⁰
1450
1868

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect to or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described as follows:

BEGINNING FOR THE SAME on the Northeast side of the County Road leading from Furnace Branch State road to Margate at the distance of 421.8 feet Northwesterly from the corner formed by the intersection of the Northeast side of said County Road and the Southeastern-most boundary line of the property heretofore conveyed to the Cityco Realty Company of Baltimore by the Lee High Land Company, Incorporated and hereinafter referred to, thence along the northeast side of the said County Road North 18 degrees 19 minutes West 78.2 feet and north 13 degrees 29 minutes West 21.8 feet to the south side of Lot No. 45, thence along the south side of Lot No. 45, North 79 degrees 36 minutes East 408 feet, more or less to the west side of Lot No. 39, thence along the West side of Lot No. 39 South 17 degrees 13 minutes East 100 feet, more or less to the north side of Lots No. 43, thence along the North side of Lot No. 43 and parallel with the second line in this description South 79 degrees 36 minutes west 408 feet, more or less, to the place of beginning. Being Lot No. 44 as laid out on the Plat of Shoreland, Plat B, subdivided by the Cityco Realty Company of Baltimore City.

SAVING AND EXCEPTING therefrom all that parcel of land containing 120 square feet as set forth in a Deed dated September 5, 1972 and recorded among the Land Records of Anne Arundel County in Liber 2535 folio 879 from James C. Rossow and Myrna S. Rossow, his wife et al unto the State Highway Administration of the Department of Transportation.

EXHIBIT B

LITTLE PALACE
7303 FURNACE BRANCH ROAD
GLEN BURNIE, MARYLAND 21227

BOOK 559 PAGE 472

EQUIPMENT:

- 3 Hole Chinese Woks
- 6 Burner Stoves with Ovens
- 1 Deep Fryer
- 1 6x6 Refrigerator
- 1 6x6 Walk in Freezer
- 1 14 ft. Exhaust Hood with Fan
- 1 6 ft. S.S. Work Table
- 1 6 ft. Steam Table
- 1 2 Door Refrigerator

281797

BOOK 559 PAGE 473

Circuit Court for Anne Arundel County

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 10,000.00

FINANCING STATEMENT

303 EAST, INC. and JANICE MARIE STEINER

1. Debtor(s):

Name or Names—Print or Type
303 E. Furnace Branch Rd., 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

2. Secured Party:

BALTIMORE CIGARETTE SERVICE, INC.
Name or Names—Print or Type
140 S. Azar Avenue, Glen Burnie, Md.
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED

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.

RECORDING FEE 12.00

RECORDING TAX 70.00

MORTGAGE .50

RECORDED 0040 R04 T14402

08/24/90

CK

H. ERLE SCHAFER

ANNE ARUNDEL COUNTY CIRCUIT COURT

DEBTOR(S):

303 EAST, INC.

By Janice Marie Steiner, pres
(Signature of Debtor)

Janice Marie Steiner, Pres.

Type or Print

Janice Marie Steiner
(Signature of Debtor)

Janice Marie Steiner

Type or Print

SECURED PARTY:

BALTIMORE CIGARETTE SERVICE, INC.

By Robert E. Carlucci, pres
(Company, if applicable)

Robert E. Carlucci, Pres.

(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Joel Margolis, Esq. 16 S. Calvert Street
Third Floor, Baltimore, Md. 21202

Lucas Bros. Form F-1

12-10-90

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor (s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property:

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at 303 E. Furnace Branch Rd, Glen Burnie, Md. and more particularly the 7 day Beer, Wine & Liquor Licence. All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

ANNE ARUNDEL COUNTY
FINANCING STATEMENT

281798

BOOK 559 PAGE 475

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$10,000.00

1. Name of Debtor(s): Alexanders Fine Jewelry, Inc.
Address: 122 Main Street AND 197 Main Street AND ~~110 Dock Street~~
Annapolis, MD 21401 Annapolis, MD 21401 Annapolis, MD 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910
MD-B-34-2, D. Klein

3. This Financing Statement covers the following types (or items) of property:

- All inventory of Debtor, whether now owned or hereafter acquired;
- All equipment of Debtor, whether now owned or hereafter acquired;
- All accounts of Debtor, whether now existing or hereafter arising;
- All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- Other (which may include specific items of the types of collateral described above): All Furniture and Leasehold Improvements of Debtor, whether now owned or hereafter acquired.

() if necessary to describe other collateral, Supplemental List of Collateral Number () is attached to, and made a part of, this Security Agreement;

together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any and all of the foregoing property.

11.00
10.00
2.50
114.03
CK 08/28/90
M. LINDENBACHER
99 131. 11/11/11 CLARK

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Alexanders Fine Jewelry, Inc.
Debtor(s):
By: George C. Samaras, President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: 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)

11/10/90

STATE OF MARYLAND

BOOK 559 PAGE 476

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 357070C777R03

RECORDED IN LIBER 541 FOLIO 244 ON 5/12/89 (DATE)

1. DEBTOR

Name Shoreland Distributors, Inc.

Address 125 South Second Street, Bayshore, New York 11706

2. SECURED PARTY

Name Citibank, N.A.

Address 69-15B Austin Street, Forest Hills, NY 11375

C&S National Bank, Commercial Finance Dept.
P. O. Box 3406, Atlanta, GA 30302 Attn: Margaret Gray

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input 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"/> II (Indicate whether amendment, termination, etc.)</p>
<p>* See schedule attached hereto and made a part hereof.</p>	

DJ

10:00

8:30AM CO-10 R04 714:05

08/24/90

N. ERLE SCHAFER

90 CO. CIRCUIT COURT

CITIBANK, N.A.

Dated X AUGUST 13, 1990

By: [Signature]
(Signature of Secured Party)

NORMAN A. CHARRON
Type or Print Name of Secured Party
Commercial Bank of New York

10-

The Secured Party hereby releases its security interest in the following accounts receivable of the Debtor, and the proceeds thereof, represented by the specific invoice numbrs, dates and customers listed below:

Citibank
Attachment 1

Customer Name	Invoice	Date	Amount
Basset Boat Co.	23860	11/28/89	\$ 5983.00
	23861	11/28/89	22503.00
	23862	11/28/89	4554.00
	23863	11/28/89	4554.00
	23864	11/28/89	4554.00
	23865	11/28/89	5454.00
	23866	11/28/89	5454.00
	23867	11/28/89	5454.00
	23868	11/28/89	6210.00
	23869	11/28/89	7410.00
	23870	11/28/89	8380.00
	23871	11/28/89	7840.00
	23872	11/28/89	9655.00
Customer Totals			\$ 98,005.00
Harrisburg Seaplane Base	8644	11/27/89	\$ 3444.00
	8645	11/27/89	3444.00
	8646	11/27/89	3444.00
	8647	11/27/89	7381.00
	8648	11/27/89	7381.00
	8649	11/27/89	2870.00
Customer Totals			\$ 27,964.00
Hudson's Outboard Motor	23614	10/09/89	\$ 12950.00
	23615	10/09/89	4389.00
	23616	10/09/89	1810.00
	23879	11/29/89	9221.40
Customer Totals			\$ 28,370.40
Monahan's Marine	23603	10/06/89	\$ 5698.00
	23627	11/11/89	3539.00
	23766	10/31/89	3688.85
Customer Totals			\$ 12,925.85
Newburg Marine Sales	8581	10/24/89	\$ 6916.00
	8627	11/08/89	5821.00
Customer Totals			\$ 12,737.00
Total			\$ 180,002.25

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 PROCOPIO ENTERPRISES INC.
Address 1046 ANNAPOLIS ROAD GAMBRILLS, MARYLAND 21054

2. SECURED PARTY

Name VERNON E. STUP CO.
Address 8346 WASHINGTON BLVD. JESSUP, MARYLAND 20794

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 NEW CASE 1840 UNILOADER JAF0046332

Name and address of Assignee
J. I. Case Credit Corp.
P. O. Box 292
Racine, WI 53401

Note: Retail Installment Contract - Not subject to recordation tax. CK

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

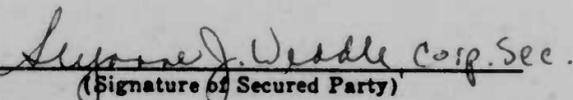
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)



(Signature of Debtor)
Hugo Procopio, Jr. Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line



(Signature of Secured Party)
Suzanne J. Weddle
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File # 281800

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

1. ~~Secured~~ Lessee:

Name DAFF TRUCKING, INC.
Address 8155 Walton Rd., Severn, MD 21144

2. SECURED PARTY Lessor:

Name CENTURY EQUIPMENT LEASING CORPORATION
Address P.O. Box 157, Willow Grove, PA 19090

Return to

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Hotsy Pressure Washer #660
S/N C751930390

Name and address of Assignee
REGENT NATIONAL BANK
1430 Walnut Street
Philadelphia, PA 19102

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

11/9

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line
Troy E Daff
(Signature of Debtor)
Troy Daff
DAFF TRUCKING, INC.
Type or Print Above Signature on Above Line

Sandy Haggerty Asst. Secy
(Signature of Secured Party)
CENTURY EQUIPMENT LEASING CORPORATION
Type or Print Above Signature on Above Line

281801

BOOK 559 PAGE 480

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) Hyun Deok Shin 121-D Warwickshire L Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) TBC Financial Services, Inc 103 Springer Bldg. 3411 Silverside Road Wilmington, DE 19810	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORDED FEE 11.00
4. This financing statement covers the following types (or items) of property: All of Debtor's right, title & interest to certain Distribution Rights (the exclusive right to sell and distribute products manufactured and/or distributed by Tasty Baking Co.) as evidenced by a Bill of Sale and Distributor's Agreement granted to Debtor by Tasty Baking Co., Philadelphia, PA which rights are located primarily in the County of Anne Arundel. NOT SUBJECT TO RECORDATION TAX		5. Assignee(s) of Secured Party and Address(es) CK 08/24/90 44 CB. 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: Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:

By: Hyun Deok Shin Signature(s) of Debtor(s) Title: CEO
 By: [Signature] Signature(s) of Secured Party(ies) Title: Asst. Treas.
 (1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

281802

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)
5% Realty Co. Ltd
607 S. Camp Meade Road
Linthicum, MD 21090

2. Secured Party(ies) and address(es)
Primary Capital Corp
920B Harvest Drive
Suite 210
Blue Bell, PA 19422

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
Per equipment lease agreement dated 5/7/90:

(1) 7350 Copier - Sharp SN/06201112

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
POSTAGE .50
11/14/90
BK 08/24/90
W. ERIC STAMPER
ANNE ARUNDEL COUNTY

1150

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:

5% Realty Co. Ltd.

James M. Breeden by M.A. Basile, atty in fact

Primary Capital Corp

Michael A. Basile, Pres.

By: James M. Breeden by M.A. Basile, atty in fact
Signature(s) of Debtor(s)

By: Michael A. Basile, Pres.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

281873

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) Baltimore Mack Trucks, Inc. 610 Nursery Road Linthicum Heights, MD 21090	2. Secured Party(ies) and address(es) Primary Capital Corp 920 B Harvest Drive Suite 210 Blue Bell, PA 19422	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 MAY 20 11:04 AM '90 CK
--	--	--

4. This financing statement covers the following types (or items) of property:

(1) PGW-II Macspec system PGI SN/847
CDI SN/896
KYBD SN/500363

with service agreement

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)
Denrich Leasing
8325 N.W. 53rd Street
Miami, FL 33166

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with _____ county of Anne Arundel

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: _____

Baltimore Mack Trucks, INC. Primary Capital Corp
~~Steve Parker~~ by J.W. Berry, Atty in fact James W. Berry, treas.
 By: Steve Parker Signature(s) of Debtor(s) By: James W. Berry Signature(s) of Secured Party(ies)

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 Blackwell, Bonnie S.
Address 1228 Lynn Ave, Pasadena MD 21122

2. SECURED PARTY

Name The Mower Company
Address Smith Ave + Rt 13
Harrington, De 19952
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)

Honda TRX 200SX A.T.V.
Serial Number:
JASTE0302JK202082

Name and address of Assignee
Agricredit Acceptance Corporation
P.O. Box 10357
Des Moines, Iowa 50306-0357

410-440-7628 - 900-551815
Anne Ardul

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bonnie S. Blackwell
(Signature of Debtor)

Bonnie S. Blackwell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

The Mower Company
Type or Print Above Signature on Above Line

any of the aforesaid or any interest therein is prohibited; however, if any disposition is made in violation hereof, Secured Party shall have a security interest in the proceeds therefrom to the fullest extent permitted by the laws of Maryland; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(e) all present or future contract rights of and from the herein described property or any part thereof, including but not limited to all rights (but not, without Secured Party's approval and acknowledgement, the obligations) in and to any Public Works, Easement, Utility, private restrictions, or Developer's Agreements benefitting the Property described below;

(f) all engineering, plats, surveys, test results, soil borings, environmental reports, measurements, promotional materials, trade names, or other materials owned by Debtor and used or intended to be used in connection with the development and sale of the finished lots to be created on the property described below;

(g) 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 thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award"), to the extent of all indebtedness which may be secured by this Indemnity Deed of Trust at the date of receipt of any such

Condemnation Award by the Secured Party, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Secured Party in connection with the collection of such Condemnation Award or payment;

(h) 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 property or any portion thereof.

4. The aforesaid items are included as security in an Indemnity Deed of Trust and Security Agreement (the "Indemnity Deed of Trust") of even date herewith given by Debtor to Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County and Baltimore County, Maryland from Indemnity Debtor to Secured Party and are deemed by said Indemnity Deed of Trust to be a part of the hereinafter described real estate. The Indemnity Debtor is the record owner of the Property.

5. Proceeds of collateral are covered hereunder.

6. The real property upon which a portion of the goods may be attached as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof. Indemnity Debtor is record owner of the said real property.

INDEMNITY DEBTOR:

Reese V. Bean III
Reese V. Bean, III

Irene Y. Bean
Irene Y. Bean

Michael J. Hoban
Michael J. Hoban

Dated: August 16, 1990

AFTER RECORDING, RETURN TO:

REESE AND CARNEY
10715 Charter Drive
Columbia, MD 21044

LBR/dca

44856/8059

EXHIBIT A

BEGINNING FOR THE FIRST AND BEING KNOWN AND DESIGNATED as Lot No. 480, as shown on the Plat entitled, "Amended Plat Two of Two Copperfield at Five Farms (formerly Padonia Complex), which Plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 52, folio 123. The improvements thereon being known as No. 25 Tudor Court.

BEGINNING FOR THE SECOND AND BEING KNOWN AND DESIGNATED as Lot No. 51, Block W, as shown on Plat of Glen Burnie Park, Section 5, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 28, folio 29. The improvements thereon being known as No. 711 Baylor Road.

TO BE RECORDED:

BOOK 559 PAGE 489

281806

- Among the Land Records of the Anne Arundel County, Maryland
- Among the Financing Statement Records of Anne Arundel County, Maryland
- Among the Land Records of Baltimore County, Maryland
- Among the Financing Statement Records of Baltimore County, Maryland
- Among the State Department of Assessments and Taxation Financing Statement Records

Principal Amount is \$100,000.00

NOT SUBJECT TO RECORDATION TAX

INDEMNITY
FINANCING STATEMENT

1. Indemnity Debtor: Address:
 Reese V. Bean, III P.O. Box 859
 Irene Y. Bean Hanover, Maryland 21076
 Michael J. Hoban

2. Secured Party:
 ELKRIDGE NATIONAL BANK 7290 Montgomery Road
 Elkridge, Maryland 21227
 Attn: R. Thomas Jefferson
 Vice President

RECORD FEE 23.00
 POSTAGE CK .50
 08/27/90
 10:58
 44th CIRCUIT COURT

3. This Financing Statement covers, and the Debtor grants to the Secured Party a security interest in all of its right, title and interest in and to the following collateral:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor 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. Disposition of

2350

any of the aforesaid or any interest therein is prohibited; however, if any disposition is made in violation hereof, Secured Party shall have a security interest in the proceeds therefrom to the fullest extent permitted by the laws of Maryland; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(e) all present or future contract rights of and from the herein described property or any part thereof, including but not limited to all rights (but not, without Secured Party's approval and acknowledgement, the obligations) in and to any Public Works, Easement, Utility, private restrictions, or Developer's Agreements benefitting the Property described below;

(f) all engineering, plats, surveys, test results, soil borings, environmental reports, measurements, promotional materials, trade names, or other materials owned by Debtor and used or intended to be used in connection with the development and sale of the finished lots to be created on the property described below;

(g) 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 thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award"), to the extent of all indebtedness which may be secured by this Indemnity Deed of Trust at the date of receipt of any such

Condemnation Award by the Secured Party, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Secured Party in connection with the collection of such Condemnation Award or payment;

(h) 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 property or any portion thereof.

4. The aforesaid items are included as security in an Indemnity Deed of Trust and Security Agreement (the "Indemnity Deed of Trust") of even date herewith given by Debtor to Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County and Baltimore County, Maryland from Indemnity Debtor to Secured Party and are deemed by said Indemnity Deed of Trust to be a part of the hereinafter described real estate. The Indemnity Debtor is the record owner of the Property.

5. Proceeds of collateral are covered hereunder.

6. The real property upon which a portion of the goods may be attached as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof. Indemnity Debtor is record owner of the said real property.

INDEMNITY DEBTOR:

Reese V. Bean III
Reese V. Bean, III

Irene Y. Bean
Irene Y. Bean

Michael J. Hoban
Michael J. Hoban

Dated: August 16, 1990

AFTER RECORDING, RETURN TO:

REESE AND CARNEY
10715 Charter Drive
Columbia, MD 21044

LBR/dca

44856/8059

EXHIBIT A

BEGINNING FOR THE FIRST AND BEING KNOWN AND DESIGNATED as Lot No. 480, as shown on the Plat entitled, "Amended Plat Two of Two Copperfield at Five Farms (formerly Padonia Complex), which Plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 52, folio 123. The improvements thereon being known as No. 25 Tudor Court.

BEGINNING FOR THE SECOND AND BEING KNOWN AND DESIGNATED as Lot No. 51, Block W, as shown on Plat of Glen Burnie Park, Section 5, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 28, folio 29. The improvements thereon being known as No. 711 Baylor Road.

PARTIES

Debtor name (last name first if individual) and mailing address:
Edwards-Freeman, Inc.
 441 East Hector Street
 Conshohocken, PA 19428

1

Debtor name (last name first if individual) and mailing address:

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:
Wricley Nut Products Co.
 110 Tasker Street
 Philadelphia, PA 19148

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) —

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania —
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction —
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

4

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
IMPORTANT — Please read instructions on reverse side of page 4 before completing

281807

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

BOOK **559** PAGE **494**

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 **Clerk of Circuit Court** County.
- real estate records of **Anne Arundel County** County.

Amount of debt **\$ 65,225.00** 6

Number of Additional Sheets (if any): **recording tax of \$216.15** 7

Optional Special Identification (Max. 10 characters): **paid to State** 8

COLLATERAL

Identify collateral by item and/or type:

450 50 lb. cases Brazilian L.W.2 whole cashews.

60 25 lb. cartons junior mammoth pecan halves.

(check only if desired) Products of the collateral are also covered. **11:09**

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 — **GK 08/27/90**
- 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): **Edwards-Freeman, Inc.**

1 By: **James C. Kalbach, President**

1a

1b

RETURN RECEIPT TO:

**Walt E. Montague
 Diamond, Polsky & Bauer
 1608 Walnut Street
 9th Floor
 Philadelphia, PA 19103**

12

(ii) All of Debtor's now owned or hereafter acquired "Inventory", which, as used herein, means all inventory wherever located including, but not limited to, 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 of any kind.

(iii) All Proceeds of Accounts, Inventory and other Collateral;

(iv) 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, including, but not limited to, all sums owing from Secured Party to Debtor, as well as the Proceeds thereof; and

(v) All of the books and records evidencing any of the above described items of Collateral.

DEBTOR:

MARQUETTE MEDICAL, INC.

SECURED PARTY:

THE FIRST NATIONAL BANK OF MARYLAND

By: Earl H. Marquette Jr.

Title: President

By: Regina A. Hall
ADP

Address where Collateral will be located:

2134 Espey Court #7
Crofton, Maryland 21114

281809

BOOK 559 PAGE 497

ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
P.O. BOX 751, ANNAPOLIS, MD 21404

FINANCING STATEMENT

DATE: July 31, 1990

(XX) NOT SUBJECT TO RECORDATION TAX

() SUBJECT TO RECORDATION TAX OF \$ _____
TAXABLE AMOUNT OF DEBT \$ _____

NAME OF DEBTOR(S): Weller, Fishback and Bohl, Architects, P.A.

ADDRESS: 1 Church Circle
Annapolis, MD 21401

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:

QTY Description

- 1 IBM Model 80-A31 Computer, Incl: 4MB RAM, 320MB SCSI Hard Drive
- 1 Math Co-Processor
- 1 Internal Tape Backup
- 1 Premier Design Systems: ASG Core Tutorial and ASG Architectural Tutorial
- 1 DOS Version 4.0
- 1 AUTOCAD Version 10/386
- 1 AEC Architect Package
- 1 Egghead Discount Software: Surge Protectors (2) and PC Tools Deluxe (Software)
- 1 Wire Installation (Approx.)
- 1 ARTIST 12MC Graphics Adapters
- 1 HITACHI 19" Monitors (CM2086A-30X)
- 1 SUMMASKETCH PRO Digitizer
- 1 IBM 4019 Laser Printer
- 1 Toner For IBM 4019
- 1 Legal Tray pn 1039570
- 1 1MB Memory Expansion for 4019 pn 1039136
- 1 Vertex Package 1 Autocad Version 10/286
- 1 Vertex Support Contract 1 5-1/4" Internal Disk Drive
- 1 American Power Corp UPS 1 1007 1.2 Drive Adaptor/A
- 1 Mazullo, Inc. ACCPAC Plus A/P Software
- 1 AIA Press: CAD Layer Guidelines
- 2 IBM 4019 Front Cards

RECEIVED ALL 11.00
 RECEIVED 1.50
 RECEIVED 1040 004 119419
 CK 08/21/90
 IN THE COUNTY OF
 ANNAPOLIS, MARYLAND

DEBTOR(S):

Weller, Fishback and Bohl,
Architects, PA

BY: James A. Weller, Jr.
James A. Weller, Jr., President

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: John M. Crook, Sr.
(AUTHORIZED SIGNATURE)

John M. Crook, Sr. Vice President
(TYPE NAME AND TITLE)

NOTE: TYPE NAME UNDER EACH
SIGNATURE AND IF COMPANY, TYPE NAME
OF COMPANY AND NAME OF AUTHORIZED
SIGNER.

11/3

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

County 4
BOOK 559 PAGE 438
Identifying File No. 281810

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Annapolis Shell
Address 2081 West Street and Somerville, Parole, MD 21401

2. SECURED PARTY

Name Shell Oil Company
Address 320 Interstate North Parkway, Atlanta, GA 30339

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)

Secured Party is the seller.

Name and address of Assignee	
REGISTRATION FEE	11.00
SEARCH FEE	1.50

All inventory and equipment (including fixtures) now owned hereafter acquired, all accounts receivable now existing or hereafter arising, as well as the proceeds from all sales of inventory and equipment and collection of accounts receivable, located on the premises at debtor's address specified in the Security Agreement, and/or related to the conduct of debtor's business there.

5/22/90 1040 R04 110419
CK 05/27/90
H. ERIC SCHAFER
GA CO. CLERK 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)

11/50 Steven M. West
(Signature of Debtor)

Steven M. West
Type or Print Above Name on Above Line

Richard E. West
(Signature of Debtor)

Richard E. West
Type or Print Above Signature on Above Line

Carolyn Yapp / Shell Oil Co.
(Signature of Secured Party)

Territory Manager, C.A. Yapp
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____

Page No. 026

RECORD FEE 10.00
POSTAGE **CK** .50
#874240 C237 R02 T11:55
08/27/90
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 4) as shown on the Plats entitled "Phase 4, Building 4, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-47, pages 7 through 11, inclusive, at Plats No. E-2507 through E-2511, inclusive.

Dated: August 10, 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
(209-90)

1030

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____

Page No. 026

RECORD FEE 10.00
POSTAGE CR .50
#874050 0237 R02 T11:56
08/27/90
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

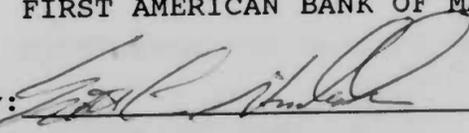
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

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 304 (Building 2) as shown on the Plats entitled "Phase 2, Building 2, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 39 through 43, inclusive, at Plats No. E-2489 through E-2493, inclusive.

Dated: August 10, 1990

FIRST AMERICAN BANK OF MARYLAND

By: 

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
(198-90)

10 83

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____

Page No. 026

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 **CK** .50
#874260 0237 R02 T11:56
08/27/90
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 3) as shown on the Plats entitled "Phase 3, Building 3, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 44 through 48, inclusive, at Plats No. E-2494 through E-2498, inclusive.

Dated: ~~August 19, 1990~~

FIRST AMERICAN BANK OF MARYLAND

By: *Scott C. Nicholson*

FILE IN:

Scott C. Nicholson
Vice President

- () SDAT
- () Land Records
- () Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(195-90)

10⁰⁰
25

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____

Page No. 026

RECORD FEE 10.00
POSTAGE .50
#874270 C23T R02 T11:56
08/27/90
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

CK

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 1) as shown on the Plats entitled "Phase 1, Building 1, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 34 through 38, inclusive, at Plats No. E-2484 through E-2488, inclusive.

BEING FURTHER KNOWN AND DESIGNATED as Unit 102 (Building 3) as shown on the Plats entitled "Phase 3, Building 3, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-46, pages 44 through 48, inclusive, at Plats No. E-2494 through E-2498, inclusive.

BEING FURTHER KNOWN AND DESIGNATED as Unit 304 (Building 4) as shown on the Plats entitled "Phase 4, Building 4, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-47, pages 7 through 11, inclusive, at Plats No. E-2507 through E-2511, inclusive.

August 10, 1990

Dated: _____

FIRST AMERICAN BANK OF MARYLAND

By: 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
(155-90/143-90/150-90)

10 53

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277923
RECORDED IN LIBER Book 543 Page 318 ON 7/11/89 w/ Anne Arundel County
FOUR (DATE)

1. DEBTOR

Name Reliable Contracting Company, Inc.
Address Box 1, Churchview Road, Millersville, Maryland 21108

2. SECURED PARTY

Name Dresser Credit Corporation
Address 3201 N. Wolf Road
Franklin Park, IL 60131

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK 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.) <p style="text-align: center;">Termination</p>

DJ

RECORD FEE 10.00
POSTAGE .50
H925240 0840 R01 11:53

08/27/90

Dated 7/24/90(Signature of Secured Party)
Dresser Credit Corporation

Type or Print Above Name on Above Line

TO BE RECORDED IN
FINANCING STATEMENT RECORDS

This Financing Statement evidences and publicizes the lien and provisions of the security agreement from the Debtor to the Secured Party dated AUGUST 15th, 19 90 securing a debt in the principal amount of FORTY THOUSAND Dollars (\$ 40,000.00). All required documentary stamps have been affixed to a Mortgage/Deed of Trust securing this debt which is recorded or intended to be recorded among the Land Records of ANNE ARUNDEL County.

NAME AND ADDRESS OF DEBTOR:

CLARENCE E. BUCHHEISTER, GREGORY SCOTT BUCHHEISTER, DAVID JOHN BUCHHEISTER,
JOHN J. BUCHHEISTER
715 DIVIDING ROAD
SEVERNA PARK, MD 21146

RECORD FEE 14.00
POSTAGE .50
BY 25300 0040 001 03:56

NAME AND ADDRESS OF SECURED PARTY:

CK

Fairfax Mortgage Corporation
7133 Rutherford Road
Baltimore, Maryland 21207

08/21/90

H. ERLE SCHAFER
CIRCUIT COURT

1. This Financing Statement covers the following items of property:

(a) All fixtures, equipment and machinery now or hereafter located in or upon any interest or estate in the Land, or any part thereof, and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, boilers, tanks, machinery, furnaces, radiators, and all heating, lighting and flood lighting, plumbing, power, water, refrigeration, gas, electric, ventilating, air conditioning, fire protection, maintenance and incineration systems and equipment, switchboards and other communications apparatus, and including all building materials, supplies and equipment now or hereafter delivered to the Land and intended to be installed thereon; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof;

(b) All leases and use agreements of machinery and equipment in the categories set forth in (a), under which Debtor is the lessee of, or entitled to use, such items;

14

MARYLAND TITLE COMPANY
7133 RUTHERFORD ROAD
BALTIMORE, MD 21207
(301) 944-7878

(c) All licenses, permits and authorizations from any governmental authority necessary for or appropriate to the operation of the Land or construction thereon of a dwelling;

(d) Any plans and specifications relating to the dwelling to be constructed on the Land and all architectural, engineering and construction contracts relating to the design or construction of said dwelling.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests, and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated at

ANNE ARUNDEL County, State of
MARYLAND (the "Land").

DATED: AUGUST 15th 1990

DEBTOR(S):

Clarence E. Buchheister
CLARENCE E. BUCHHEISTER

Gregory Scott Buchheister
DEBTOR GREGORY SCOTT BUCHHEISTER

David John Buchheister
DEBTOR DAVID JOHN BUCHHEISTER

John J. Buchheister
JOHN J. BUCHHEISTER

Schedule A - Exhibit A

PARCEL ONE:

BEGINNING for the same at a stake on the west side of the Baltimore and Annapolis Boulevard (formerly called Light Street Road) and the North line of a street thirty feet wide, known as First Street, North, with said point of beginning being also the beginning of the whole tract heretofore conveyed to Bernard Helmer and wife by deed dated May 7, 1892 as recorded among the Land Records of Anne Arundel County in Liber S. H. 41 folio 233, and running from thence and with the West line of said Boulevard North 31 degrees 19 minutes East 70 feet; thence leaving said Boulevard and running North 59 degrees 5 minutes West, and parallel to the aforesaid First Street, North 200 feet; thence South 31 degrees 19 minutes West and parallel to the aforesaid Boulevard 70 feet, to the North line of the aforesaid First Street, North thence with the North line of said Street, South 59 degrees 5 minutes East 200 feet to the beginning. Being known as No. 500 Crain Highway.

PARCEL TWO:

BEGINNING for the same at a stake on the northwest side of Light Street Road, said stake being distant northeasterly 515 feet from a concrete monument heretofore planted, the said stake also being distant north 58 degrees 10 minutes west 20 feet from the center of Light Street Road as now paved 22 feet wide, the said stake also being distant northeasterly 70 feet from the beginning point of the entire tract, of which the land herein described is a part, and running from said stake north 58 degrees 10 minutes west 210 feet, thence north 31 degrees 50 minutes east 105 feet, thence south 58 degrees ten minutes east 210 feet, to the northwest side of Light Street Road, thence parallel with the paved roadway of Light Street Road, south 31 degrees 50 minutes west 105 feet to the place of beginning.

Schedule A - Exhibit A

PARCEL ONE:

BEGINNING for the same at a stake on the west side of the Baltimore and Annapolis Boulevard (formerly called Light Street Road) and the North line of a street thirty feet wide, known as First Street, North, with said point of beginning being also the beginning of the whole tract heretofore conveyed to Bernard Helmer and wife by deed dated May 7, 1892 as recorded among the Land Records of Anne Arundel County in Liber S. H. 41 folio 233, and running from thence and with the West line of said Boulevard North 31 degrees 19 minutes East 70 feet; thence leaving said Boulevard and running North 59 degrees 5 minutes West, and parallel to the aforesaid First Street, North 200 feet; thence South 31 degrees 19 minutes West and parallel to the aforesaid Boulevard 70 feet, to the North line of the aforesaid First Street, North thence with the North line of said Street, South 59 degrees 5 minutes East 200 feet to the beginning. Being known as No. 500 Crain Highway.

PARCEL TWO:

BEGINNING for the same at a stake on the northwest side of Light Street Road, said stake being distant northeasterly 515 feet from a concrete monument heretofore planted, the said stake also being distant north 58 degrees 10 minutes west 20 feet from the center of Light Street Road as now paved 22 feet wide, the said stake also being distant northeasterly 70 feet from the beginning point of the entire tract, of which the land herein described is a part, and running from said stake north 58 degrees 10 minutes west 210 feet, thence north 31 degrees 50 minutes east 105 feet, thence south 58 degrees ten minutes east 210 feet, to the northwest side of Light Street Road, thence parallel with the paved roadway of Light Street Road, south 31 degrees 50 minutes west 105 feet to the place of beginning.

Schedule A - Exhibit A

PARCEL ONE:

BEGINNING for the same at a stake on the west side of the Baltimore and Annapolis Boulevard (formerly called Light Street Road) and the North line of a street thirty feet wide, known as First Street, North, with said point of beginning being also the beginning of the whole tract heretofore conveyed to Bernard Helmer and wife by deed dated May 7, 1892 as recorded among the Land Records of Anne Arundel County in Liber S.H. 41 folio 233, and running from thence and with the West line of said Boulevard North 31 degrees 19 minutes East 70 feet; thence leaving said Boulevard and running North 59 degrees 5 minutes West, and parallel to the aforesaid First Street, North 200 feet; thence South 31 degrees 19 minutes West and parallel to the aforesaid Boulevard 70 feet, to the North line of the aforesaid First Street, North thence with the North line of said Street, South 59 degrees 5 minutes East 200 feet to the beginning. Being known as No. 500 Crain Highway.

PARCEL TWO:

BEGINNING for the same at a stake on the northwest side of Light Street Road, said stake being distant northeasterly 515 feet from a concrete monument heretofore planted, the said stake also being distant north 58 degrees 10 minutes west 20 feet from the center of Light Street Road as now paved 22 feet wide, the said stake also being distant northeasterly 70 feet from the beginning point of the entire tract, of which the land herein described is a part, and running from said stake north 58 degrees 10 minutes west 210 feet, thence north 31 degrees 50 minutes east 105 feet, thence south 58 degrees ten minutes east 210 feet, to the northwest side of Light Street Road, thence parallel with the paved roadway of Light Street Road, south 31 degrees 50 minutes west 105 feet to the place of beginning.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records.
- 2. / To Be Recorded among the Financing Statement Records of Anne Arundel County/~~State~~ ~~Department~~ of ~~Assessments and Taxation~~.
- 3. X Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt subject to recordation tax in the principal amount of . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor's Name Address
 Leonard's Movers 7155 Furnace Branch Road
 Corporation Glen Burnie, MD 21061

6. Secured Party Address
 The Riggs National 6551 Coventry Way
 Bank of Maryland Clinton, MD 20735

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property;

A. Inventory. All of the inventory of 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 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 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 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 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 Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of Debtor,

Handwritten initials/signature

11.00

.50

11:09:51

CK 08/08/70

E. SCHAFER

CIRCUIT COURT

together with all rights incident to such property and ^{BOOK 559 PAGE 513} goods and all cash and non-cash proceeds thereof.

F. All Equipment, Machinery, Furniture and Fixtures. All of the equipment, machinery, furniture and fixtures of 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.

DEBTOR:

Leonard's Movers Corporation

By: *Charles W. Thomas, President*
Charles W. Thomas, President

Mr. Clerk: Please return to M. Willson Offutt IV, Esquire, Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street, Annapolis, Maryland 21404.

a:r44835ea.fin RNB #2

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. 226986 recorded in
Liber 412, Folio 39 on August 2, 1979 (Date).

1. DEBTOR(S):

Name(s) Leonard's Movers, Corp.
Address(es) 432 Yorkshire Drive, Severna Park, Maryland 21146

2. SECURED PARTY:

Name Elsie G. Leonard, Agent
Address 241 Margate Drive, Glen Burnie, Maryland 21061

Person and Address to whom Statement is to be returned if different from above.
Jerold A. Moses, Blumenthal, Wayson, Downs & Offutt, P. A.
121 Cathedral Street, Annapolis, Md. 21404

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

DJ

RECORD FEE 10.00

POSTAGE .50

#730300 0711403 109:51

08/28/90

9. SIGNATURES.

SECURED PARTY

By Elsie G. Leonard
Elsie G. Leonard, Agent
(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.

BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P. A.
121 CATHEDRAL STREET
ANNAPOLIS, MARYLAND 21401

15.50

BL

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281816

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES H HOLT JR

Address 4722 SANDS ROAD HARWOOD MD 20776

2. SECURED PARTY

Name MARYLAND BANK AND TRUST COMPANY

P O Box 340

Address LEXINGTON PARK MD 20653

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)

- 450 DOZER Model 450 S/N 2411
- CAT 930 LOADER Model 930 S/N 41K696
- CAT 613 PAN Model 613 71M S/N 1078
- CAT 953 LOADER Model 953 76Y S/N 01011

RECORD FEE 11.00

HT29710 DTPT 003 109:10

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

08/28/70

CK

H. ERLE SCHAFER

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

COURT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James H. Holt
(Signature of Debtor)

JAMES H HOLT JR
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MARYLAND BANK

AND TRUST COMPANY

J. Alfred Abell
(Signature of Secured Party)

J ALFRED ABELL-ASST VP

Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File 381817

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 North Glen Athletic Assoc.
Address P.o. Box 1795 Glen Burnie, Md. 21060-1795

2. SECURED PARTY

Name N. J. Richardson & Son, Inc
Address 15095 Frederick Rd Woodbine, Md. 21797
6400 Windsor Mill Rd. Balto, 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 B7100 HSD Turf
Kubota RC60-71B
A-4 Feurst 3 pt Harrow

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174

54900-731180

RECORD FEE 12.00
HT25120 CTTT R03 TOP:11
08/28/90
SCHAFFER
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)

North Glen Athletic Assoc
(Signature of Debtor)
North Glen Athletic Assoc.

Type or Print Above Name on Above Line

Ralph D Mason
(Signature of Debtor)
Ralph D Mason
Type or Print Above Signature on Above Line

W F Richardson, Pres
(Signature of Secured Party)
William F. Richardson

Type or Print Above Signature on Above Line

12.00

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

Date: 7-18-90

3. Maturity date (if any):

1. Debtor(s) Name (Last Name First) and Addresses

Kirk Moir d/b/a
Fantastic Sam's and
G.A.M., Inc. X
2315-A Forest Dr.
Annapolis, MD

2. Secured Party(ies) and Addresses

Stephens Diversified Leasing, Inc.
1755 E. Plum Lane
Reno, NV 89502

This space for use of Filing Officer.
(Date, time and Filing Officer.)

BOOK 559 PAGE 517

This statement refers to original Financing Statement No. ~~22088~~ 271216 Dated January 7, 19 88

A. Continuation.....()

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release.....()

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment.....()

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Termination Statement....XX

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.

E. Other.....()

DJ

RECORD FEE 10.00
POSTAGE 50
472-600 CITT 003 10:14
08/28/90
W. ERLE SCHAFER
AA CO. CIRCUIT COURT

11-1921-207187

This Instrument Prepared By Cindy Burnett, Stephens Diversified Leasing, Inc.

Stephens Diversified Leasing, Inc.

Dated: July 18 19 90

By Sherry Paul
(Signature of Secured Party or Assignee of Record).
Not Valid unless signed.

FILING OFFICER COPY

This form of financing statement is approved by the Secretary of State and the Arkansas Commission on Uniform State Laws.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-3. Forms may be purchased from Democrat Printing & Litho Co., 114 East Second Street, Little Rock, Arkansas.

FINANCING STATEMENT FORM UCC-1

Identifying File # 281818

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 35.00
5,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Clearpoint Research Corporation
Address 35 Parkwood Drive, Hopkinton, MA 01748

2. SECURED PARTY

Name State Street Bank and Trust Company
Address 225 Franklin Street, Boston, MA 02110

Bradley W. Snyder, Esq., Looney & Grossman, 101 Arch 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) _____

4. This financing statement covers the following types (or items) of property: (list)

All Assets of the Debtor, as more particularly described on Exhibit A, attached hereto and made a part hereof.

Name and address of Assignee

RECORD FEE 11.00
47-440 CTTT 003 10/124
08/28/90
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD TAX 35.00
47-440 CTTT 003 11/13/92
09/20/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Leonard J. Guida
(Signature of Debtor)

Clearpoint Research Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

BY: LEONARD J. GUIDA, TREASURER
Type or Print Above Signature on Above Line

(Signature of Secured Party)

State Street Bank and Trust Company
Type or Print Above Signature on Above Line

Filed With: Anne Arundel Circuit Court Clerk, Annapolis, MD

EXHIBIT A

SECURED PARTY: STATE STREET BANK AND TRUST COMPANY
225 FRANKLIN STREET
BOSTON, MASSACHUSETTS 02110

DEBTOR: CLEARPOINT RESEARCH CORPORATION
35 PARKWOOD DRIVE
HOPKINTON, MASSACHUSETTS 01748

LOCATION OF COLLATERAL: 2060 WEST STREET
3RD FLOOR
ANNAPOLIS, MD 21401

All of the Debtor's rights in or to properties, assets and rights of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof, including, without limiting the generality of the foregoing, all goods, bank deposits and deposit amounts, other accounts, contracts, contract rights, right to the payment of money including tax refund claims, insurance proceeds and tax claims, choses in action, claims in litigation, chattel paper, documents, instruments, warehouse and other receipts, general intangibles, securities, patents, trademarks, trade names, together with all assets which uniquely reflect the good will of the business of the Debtor, including, but not limited to the Debtor's trade names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogues, dealer contracts, supplier contracts, distribution agreements, confidential information, consulting agreements and engineering contracts, copyrights, engineering, drawings, furniture, fixtures, equipment, inventory, raw materials, work in progress, books and records, and interest in and rights in, on or over real property and all income therefrom, increases therein or proceeds thereof.

A:6886.003
EXH-A

281819

BOOK 559 PAGE 520

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 160,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

American Food Systems, Inc.

Attn: Peggy A. Hall

(Name)

(Name of Loan Officer)

P.O. Box 3380

18 West Street

(Address)

(Address)

Annapolis, Maryland 21403

Annapolis, Md. 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

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 Borrower other than inventory, including any leasehold interests therein (plus all replacement parts and annexations thereto), and any maintenance agreements applicable thereto, herein called "Equipment" and specifically including but not limited to that which is described in any separate schedule at any time delivered by Borrower to Bank.

RECORD FEE 11.00
 RECORD TAX 13.20.00
 POSTAGE .50
 #30010 0777 R03 109425
 CK 08/28/90
 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)

Howard S. Pinsky (Seal)
 _____ (Seal)
 (Signature)

 _____ (Seal)
 (Signature)

Howard S. Pinsky, President
 (Print or Type Name)

(Print or Type Name)

11/20/80

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) DAVIS, JOHN B. (DBA) CROFTON CYCLE & FITNESS 2169 Defense Highway Crofton, MD 21114 SS# 250-80-5069	2. Secured Party(ies) and address(es) TREK FINANCIAL SERVICES INC. P.O. BOX 12729 12647 OLIVE BLVD. STE. 350 ST. LOUIS, MO 63141	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 HTS0000 DTTT 803 709:25 CK 08/23/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: ALL OF DEBTOR'S PRESENTLY OWNED AND HEREAFTER ACQUIRED INVENTORY, AND ALL PROCEEDS THEREOF. THE TERM "INVENTORY" MEANS: ALL INVENTORY INCLUDING BICYCLES, CLOTHING, PARTS AND ACCESSORIES ACQUIRED BY DEBTOR FROM TREK BICYCLE CORPORATION. "THIS FINANCING STATEMENT NOT SUBJECT TO RECORDATION TAX"		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: COUNTY CLERK

DAVIS, JOHN B. (DBA)
CROFTON CYCLE & FITNESS

By: John Davis Signature(s) of Debtor(s)

TREK FINANCIAL SERVICES INC.

By: Dawn White Signature(s) of Secured Party(ies)



281821

BOOK 559 PAGE 522

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel

NAME	Street	City	State
1. Debtor(s)			

Warehouse Handling Systems, Inc.
1321-G Mercedes Drive
Hanover, MD 21076

2. Secured Party: SOVRAN BANK/MARYLAND
6410 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: <u>SOVRAN BANK/MARYLAND</u> By: <u>[Signature]</u> Type Name <u>Richard M. Owens</u> Title <u>Regional Executive Officer</u>	Debtor(s) or Assignor(s) <u>Warehouse Handling Systems, Inc.</u> BY: <u>[Signature]</u> <u>Erkan Hemseri, President</u>
--	--

 Type or Print Name and Title of Each Signature

Anne Arundel County

TO BE RECORDED IN ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 535

Page No. Page 291

Identification No. 275634

Dated Recorded 12/88

1. Debtor(s) { TATE PERSONNEL SERVICES, INC.
Name or Names—Print or Type
20 Hammonds Lane, Brooklyn Park, Maryland 21225
Address—Street No., City - County State Zip Code

2. Secured Party { PROVIDENT BANK OF MARYLAND
Name or Names—Print or Type
P. O. Box 1661, Baltimore, Maryland 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) none

4. Check Applicable Statement: (A)

<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>TERMINATION D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RETURN TO: Sovran Bank/MD
6610 Rockledge Dr.
Bethesda, MD 20817

DJ

RECORD FEE 10.00
POSTAGE .50
HT30040 0777 R03 109:27
08/18/90
H. ONE SCHAPER

PROVIDENT BANK OF MARYLAND
CIRCUIT COURT

Dated: 8/8/90

By: Thomas A. Crossland
Name of Secured Party
Thomas A. Crossland, Vice President

Signature of Secured Party

Type or Print (Include Title if Company)

RETURN TO: Sovran Bank/MD
6610 Rockledge Dr.
Bethesda, MD 20817

89-253 STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.,

Check below if goods are or are to become fixtures.

[XX] TO BE RECORDED IN Land RECORDS

For Filing Office 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 2743334 Date of Filing 8/30/88 Record Reference Book531 Page332 Maturity date (if any)

Name(s) of Debtors or assignor(s) No. Street City State (Last Name First) Englewood Developers, Inc., 156 Ritchie Highway, Severna Park, Maryland a Maryland Corporation

Name of Secured Party or assignee No. Street City State Dominion Bank Of Maryland, 7220 Wisconsin Ave. Bethesda, MD. 20814 National Association

CHECK APPLICABLE STATEMENT

[] CONTINUATION The original Financing Statement identified above by file number is still effective.

[X] 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 proeprty 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 SEE EXHIBIT "A" and EXHIBIT "B" attached hereto and hereby incorporated by reference

Debtor(s) or assignor(s)

Dominion Bank Of Maryland, National Association (SEAL) (Corporate, Trade or Firm Name)

Mai Nguyen
Signature of Secured Party or Assignee
Retail Loan Operations Supervisor
Mai Nguyen
Owner, Partner or Officer and Title

Signatures must be in ink and type or print name under signatures

MAIL TO: Gregoire Minassian
8150 Leesburg Pike
Vienna, Virginia 22180

FILE NO:

1250

DJ

RECORDING FEE 12.00
FEE .50
#730050 0777 803 707431
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

EXHIBIT "A"

BEING known and designated as Lots numbered 15B, 15C, 19A, 19B, 21R and 22R, as shown on Plat entitled "Resubdivision of Lots 15 & 19-22, OAKS OF SEVERNA PARK" recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 106, folio 48

AND

BEING known and designated as Lots numbered 16, 17 and 18, as shown on Plat entitled "Plat Two, Oaks of Severna Park", recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 98 at Plat 38.

Bearing street address of Truck House Road and Swaying Oak Court, Severna Park, Maryland 21146.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

The underlying secured transaction being publicized by this Financing Statement is is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORM
TO BE RECORDED IN LAND RECORDS YES NO
CLERK OF THE CIRCUIT COURT ANNE ARUNDEL COUNTY

This Financing Statement dated 08-21-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code Debtor(s) (Last Name First) and mailing address:

Stubbs, Dennis J.
3114 Shrewsbury Lane
Riva, MD 21140

- Check the box indicating the kind of statement.
Check only one box.
- ORIGINAL FINANCING STATEMENT
 - CONTINUATION ORIGINAL STILL EFFECTIVE
 - AMENDMENT
 - ASSIGNMENT
 - PARTIAL RELEASE OF COLLATERAL
 - TERMINATION

Name and address of Secured Party
Franklin National Bank of Washington, D.C.
1722 Eye Street, NW
Washington, DC 20006

Name and address of Assignee
RECORD FEE 11.00
CK #73080 CTTT NOJ 109:34
08/28/90

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Equipment; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:
This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
() already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

Dennis Stubbs
Stubbs, Dennis J.
Signature of Debtor

Franklin National Bank of Washington, D.C.
[Signature]
Signature of Secured Party

11

PARTIES

Debtor name (last name first if individual) and mailing address:
CAROLE L. GULLION
7959 TELEGRAPH RD. LOT #18
SEVERN MD 21144 1

Debtor name (last name first if individual) and mailing address:
JAMES D. GULLION
7959 TELEGRAPH RD. LOT #18
SEVERN MD 21144 1a

Debtor name (last name first if individual) and mailing address:
(Handwritten mark)
1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 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):

GREEN TREE ACCEPTANCE, INC.
Diana B. Rubenstein, Agent
4

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

281824
Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):
BOOK 559 PAGE 527
RECORD FEE 12.00
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 **CK** County
 real estate records of **AA CO. CIRCUIT COURT** County
6

Number of Additional Sheets (if any): 7
Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:
1988 IMPERIAL HOMES, INC. REGAL
14 X 70 SERIAL# IH882370 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):
CAROLE L. GULLION *Carole L. Gullion*
1
JAMES D. GULLION *James D. Gullion*
1a
1b 11

RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192
12

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6-22-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wayne C. Jordan DBA/Ramsey Music

Address 161 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name BALDWIN PIANO & ORGAN COMPANY

Address 422 Wards Corner Road

Loveland, OH 45140

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)

SECURED PARTY IS SELLER

Name and address of Assignee

SEE ATTACHMENT

Piano/Organ, w/bench, Model No.

Serial No.

RECORD FEE 12.00

POSTAGE .50

#730320 0777 003 TOP157

08/28/90

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wayne C. Jordan (Signature of Debtor)

Wayne C. Jordan (Type or Print Above Name on Above Line)

(Signature of Debtor)

Type or Print Above Signature on Above Line

D. L. Girkin (Signature of Secured Party)

BALDWIN PIANO & ORGAN COMPANY GIRKIN

Type or Print Above Signature on Above Line

12730

1931 0143

CK ERLE SCHAFER
AR CO. CIRCUIT COURT

BALDWIN NOTE

BOOK 559 PAGE 529

	A	B	C
1	INSTRUMENT	SERIAL #	CONS. PRICE
2	EX 20	3220	163
3	EX 20	2539	131
4	EX 20	2393	131
5	EX 20	2412	131
6	EX 20	3167	163
7	EX 20	3001	163
8	EX 20	3171	163
9	EX 20	3201	163
10	EX 20	3156	163
11	EX 20	3202	163
12	EX 20	3165	163
13	EX 20	3009	163
14	EX 20	3166	163
15	EX 20	2475	131
16	EX 20	2392	131
17	EX 20	2476	131
18	EX 20	3155	163
19			
20	EP 20	178167	569
21	EP 20	180607	569
22	EP 20	80630	569
23	EP 20	110609	569
24	EP 20	80631	569
25	EP 20	178150	569
26	EP 20	178132	569
27	EP 20	178159	569
28	EP 20	300465	569
29	EP 20	210414	569
30	EP 20	260502	569
31	EP 20	80647	569
32	EP 20	36801	569
33	EP 20	178200	569
34	EP 20	178113	569
35	EP 20	178102	569
36	EP 20	110638	569
37	EP 20	80626	569
38	EP 20	260513	569
39	EP 20	260527	569
40	EP 20	290611	569
41	EP 20	80623	569
42			
43		TOTAL	15097

COUNTY

STATE OF MARYLAND

"No recordation tax"

UNIFORM COMMERCIAL CODE

BOOK 559 PAGE 530

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254510

RECORDED IN LIBER 479 FOLIO 329 ON NOV. 14, 1984 (DATE)

1. DEBTOR

Name Annapolis Lawn & Garden Equipment, Inc. T/A Gravely Tractors

Address 141 Defense Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Ariens Credit Corporation

Address One Imperial Way, Suite C-106, P.O. Box 99

Fogelsville, PA 18051

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.)

Amendment

Please amend Secured Party address to read:
1160 Swedesford Road, Suite 240
P.O. Box 3015
Berwyn, PA 19312

Annapolis Lawn & Garden Equipment, Inc.
T/A Gravely Tractors

Elijah Harris
Dated Elijah Harris

Bonnie L. Shaw
(Signature of Secured Party)

Bonnie L. Shaw/Account Manager
Type or Print Above Name on Above Line

158

ST00141 077 003 110:01
CK 1/28/79
H. EDIE SCHAFER
CIRCUIT COURT

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281826

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3415.50

If this statement is to be recorded in land records check here.

This financing statement Dated 7-20-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDMOND L HARRIS
Address USA MEDDAC RM 240 FT MEADE, MD 20755

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

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50
#730510 CITY #03 T10:42

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

CK 08/20/90
H. ERLE SCHAFER

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Edmond L Harris
(Signature of Debtor)

EDMOND L HARRIS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary Bryant

(Signature of Secured Party)

MARY BRYANT ADMIN ASST
Type or Print Above Signature on Above Line

Handwritten notes: 11-2950 50

STATE OF MARYLAND

281827

FINANCING STATEMENT FORM UCC-1

Identifying File No. 16078

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1223.33

If this statement is to be recorded in land records check here.

This financing statement Dated 07/25/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 559 PAGE 532

1. DEBTOR

Name MICHELLE R. PETERS

Address 404-H SUMMERWIND WAY GLEN BURNIE, MD. 21061

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"

TV
VCR

RECORD FEE 11.00

RECORD TAX 10.50

POSTAGE .50

CK

#730520 CTTT R03 T10:42

08/28/90

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)

Michelle Peters
(Signature of Debtor)

MICHELLE PETERS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

11/10.50
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

281828

Identifying File No. 15974

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4907.70

If this statement is to be recorded in land records check here.

This financing statement Dated 6/07/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 559 PAGE 533

1. DEBTOR

Name EDWIN S. & JOHNNIE B. ARTIS

Address 1813 WALKER DR. FT. MEADE, MD. 20755

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"

10 Speed Bike, Powr Mowr, Sansui Cassette Player, Sansui Reciever, Motorola C1r TV, Sony Betamax VCR, Asst. Fee 12.00
Woodworking and Mechanics Tools. RECORD TAX 35.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Handwritten signature)
(Signature of Debtor)

EDWIN S. ARTIS

Type or Print Above Name on Above Line

(Handwritten signature)
(Signature of Debtor)

JOHNNIE B. ARTIS

Type or Print Above Signature on Above Line

(Handwritten signature)

(Signature of Secured Party)

GINA BRIDAN

Type or Print Above Signature on Above Line

Asst. Fee 12.00
RECORD TAX 35.00
POSTAGE .50

#730510 CTT7 R03 710:43

CK

08/28/90

H. ERLE SCHWEP

AA CO. CIRCUIT COURT

2-1650
1545

FINANCING STATEMENT FORM UCC-1

Identifying File No. 16145

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2344.97

If this statement is to be recorded in land records check here.

This financing statement Dated 08/21/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. BOOK 559 PAGE 534

1. DEBTOR

Name RONDA F. JENNINGS
Address 76 MAGOTHY BEACH RD. PASADENA, MD. 21122

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)

Table with 2 columns: Name and address of Assignee, Amount. Includes RECORD FEE 11.00, RECORD TAX 17.50, POSTAGE .50.

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CKI 08/28/90
H. ERLE SCHAFER
34 CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Handwritten notes: 1750, 2500

Signature of Debtor: Ronda F. Jennings

RONDA F. JENNINGS
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

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

281830 Identifying File No. 10111

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1700.77

If this statement is to be recorded in land records check here.

This financing statement Dated 08/09/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. BOOK 559 PAGE 535

1. DEBTOR

Name BERNARD & SHARON GADSON
Address 8021-A GWYNNE CT. FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P. O. BOX 997

GLEN BURNIE, MD. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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 12.00
14.00
POSTAGE .50
#77550 CTT7 R03 T10:43
08/26/90
CK TILIE SCHAFER
AA CO. CIRCUIT COURT

Signature of Debtor: Bernard Gadson
Type or Print Above Name on Above Line: BERNARD GADSON
Type or Print Above Signature on Above Line: [Handwritten]

Signature of Secured Party: Gina Jordan
Type or Print Above Signature on Above Line: GINA JORDAN ADMIN. ASST.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 559 PAGE 536

Identifying File No. 16100

281831

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2650.84

If this statement is to be recorded in land records check here.

This financing statement Dated 08/03/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RICHARD L. POOLE
Address 1853 RICHFIELD DR. SEVERN, MD. 21144

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 PROEPRTY"

RECORD FEE 11.00

RECORD TAX 21.00

POSTAGE CK .50

4730560 DT77 003 110:44

08/28/90

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard L. Poole
(Signature of Debtor)

RICHARD L. POOLE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

11/21

281832

BOOK 559 PAGE 537

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) TransFinancial Leasing Corp. The Steffey Bldg., Ste. 200B 407 Crain Highway Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) P.C. Leasing, a division of Phoenixcor, Inc. 65 Water Street South Norwalk, CT 06854	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE CK .50 RECEIVED CTTS REG 7/10/90 08/28/90 ERLE SCHAFER CIRCUIT COURT

7. This financing statement covers the following types (or items) of property:

This financing Statement covers the Inventory of Debtor listed on the attached Schedule A and all agreements relating to the sale or lease of such Inventory, including a certain Lease #312198, dated 12/18/89, schedule #04, dated 6/29/90 and the rentals and other monies due and to become due thereunder and the proceeds of all of the foregoing, including insurance proceeds.

(not subject to Recordation Tax - Inventory)

Whichever is Applicable (See Instruction Number 9)	<input type="checkbox"/> Products of Collateral are also covered. TransFinancial Leasing Corp. <i>[Signature]</i> Vice President Signature(s) of Debtor (Or Assignor)	P.C. Leasing, a division of Phoenixcor, Inc. <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)
--	---	--

SCHEDULE A

- One (1) Model FS210S50ASE Nissei Injection Molding Machine -
S/N S21K013 with: NC8000F Controls, Hyd. Core Pull A & B,
M-Card System, Air Eject "B", Mold Sweep Circuit, Nozzel
Adaptor, Standard Equipment & Accesories, Spare Parts, Tool Kit,
Manual & Leveling Pads.

- One (1) Model FS260S71ASE Nissei Injection Molding Machine-
S/N S26K012 with: NC8000F Controls, Hyd. Core Pull A & B, M-Card System,
Air Eject "B", Mold Sweep Circuit, Nozzel Adaptor, Standard Equipment &
Accesories, Spare Parts, Tool Kit, Manual & Leveling Pads.

All equipment above complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

Equipment Location: 1515 D Melrose Lane
Forest Hill, MD 21050

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: Vice President

P.C. Leasing, a division of
Phoenixcor, Inc.

BY: [Signature]

TITLE: VP

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281833

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 18,205.44

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 OMI Corporation
Address 3121 St. Paul Street, Baltimore, MD 21218

RECORD FEE 11.00
RECORD TAX 129.50
POSTAGE .50

2. SECURED PARTY

Name Industry Financial Corporation
Address 444 Pine Street, St. Paul, MN 55101

08/28/90

Person And Address To Whom Statement Is To Be Returned If Different From Above. LILE 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)

One (1) New Wordstock Computer/Cash Register System includes: AST 386/16 Bravo Micro Computer w/4.0 RAM, SN: TWB3016329, 1.2 Mb FD, Keyboard, 90Mb Seagate ST2106E Drive SN: 258012, Samsung 12" Monochrome Monitor, Stargate 8-Port Terminal Expansion Card, Link MC 5 Terminal Expansion Card, Link MC5 Terminal, Ithaca 52 Receipt Printer, Indiana Cash Drawer, Symbol LL340 Bar Code Unit w/Cables, Symbol Bar Code Scanner, Citizen HSP550 Printer, ATI 2400 Baud Modem, APC 360 SX Uninterruptible Power Supply, Telemax Modem Surge Protector, Panamax Surge Protectors, Wordstock Basic System Software, Workstation Software, Customer File Module, Accounts Payable, Custom Software, QNX Multi-User Operating System

Name and address of Assignee

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)

Handwritten notes: 11/9/90, 12/30

[] (If 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 property described hereon or attached as an exhibit hereto is the subject of a Lease Agreement dated 7/26/90-41754-01 between Debtor as Lessee and Secured Party as Lessor. The Secured Party is the owner of such property and the Debtor has no right expressed or implied to sell, exchange, encumber; or otherwise dispose of such property.

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Handwritten signature of Debtor

OMI Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Secured Party

Industry Financial Corporation

Type or Print Above Signature on Above Line

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Jumpers Mall Exxon 8101 Ritchie Hwy Pasadena, MD 21122	2. Secured Party(ies) and address(es) HARBOR LEASING ASSOC. 701 Cathedral Street Baltimore, Maryland 21201	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) (DJ) RECORD FEE 10.00 POSTAGE .50 MAY 22 1987 COURT HOUSE
4. This statement refers to original Financing Statement bearing File No. #13704 512-401		
Filed with Annapolis AA Co Date Filed 5/22 19 87		

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

1050

No. of additional Sheets presented: _____

By: _____ Harbor Leasing Asscc

By: *[Signature]* Signature(s) of Secured Party(ies)
Mark M. Caplan, Partner

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

W.F.S. T/A Scott Financial
424 Fourth St.
Annapolis, MD 21403

2. Secured Party(ies) and address(es)

HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

DJ

RECORD FEE 10.00

POSTAGE .50

RECORDS DIVISION

4. This statement refers to original Financing Statement bearing File No. # 20979 HLS 17 13577
Filed with Annapolis AA Co Date Filed 9/21 1987

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

1050

Harbor Leasing Assoc

By: Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Signature(s) of Secured Party(ies)
Mark M. Caplan, Partner

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Thomas Aversa 2634 Mountain Road Pasadena, MD 21122 <i>PS-75</i>	2. Secured Party(ies) and address(es) Harbor Leasing Assoc 701 Cathedral Street Baltimore, MD 21201	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>257018 lib 486 pg 136</u> Filed with <u>AA Co</u> Date Filed <u>6/13</u> 19 <u>85</u>		RECORD FEE 10.00 POSTAGE .50 CK
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.		

FILING FOR INFORMATIONAL PURPOSES
 Filing this equipment lease does not create a security interest.

10/30

No. of additional Sheets presented: _____

Harbor Leasing Assoc

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]* Signature(s) of Secured Party(ies)
 Mark M. Caplan, Partner

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

RECORD FEE 10.00
 POSTAGE .50
CK
 05/26/70
 H. ERLE SCHAFER
 1400 CIRCUIT COURT

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)

Ambergris Corp
132 Dock St
Annapolis, MD

2. Secured Party(ies) and address(es)

HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
HT30720 CITY 403 711424
08/28/90

4. This statement refers to original Financing Statement bearing File No. 267051 bk 510 pg 569
Filed with AA Co Date Filed 4/14 1987

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

1050

Harbor Leasing Assoc

By: Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Signature(s) of Secured Party(ies)

Mark M. Caplan, Partner

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

MD Business Phone
2151 Defense Hwy, Ste H
Crofton, MD 21114

2. Secured Party(ies) and address(es)

HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)



RECORD FEE 10.00

POSTAGE .50

HT30730 0177 003 111424

4. This statement refers to original Financing Statement bearing File No. 267705:bk 512 fol 402

Filed with AA Co Date Filed 5/22 19 87

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

1030

Harbor Leasing Assoc

By: Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Signature(s) of Secured Party(ies)

Mark M. Caplan, Partner

STANDARD FORM - FORM OCC-3

(1) Filing Officer Copy - Alphabetical

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) Piezano Pizza & Rest 2019 West St Annapolis, MD	2. Secured Party(ies) and address(es) HARBOR LEASING ASSOC. 701 Cathedral Street Baltimore, Maryland 21201	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. 267387 bk 511 pg 587 Filed with AA Co Date Filed 5/6 1987		
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.		
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		No. of additional Sheets presented: 100 Harbor Leasing Assoc By:  Signature(s) of Secured Party(ies) Mark M. Caplan, Partner

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

DJ

RECEIVED FOR RECORD
 CLERK COURT, A. A. COUNTY
 1990 AUG 27 PM 4:06
 H. ERLE SCHAFFER
 CLERK

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)

Nursery Road Shell
724 Nursery Road
Linthicum, MD 21090

2. Secured Party(ies) and address(es)

HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

DJ

RECORD FEE 10.00

POSTAGE .30

#730740 CITY MD T11124

8/28/70

4. This statement refers to original Financing Statement bearing File No. 267386 bk 511 pg 586

Filed with AA Co Date Filed 5/6 87 19

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

100

Harbor Leasing Assoc

By: Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Signature(s) of Secured Party(ies)

Mark M. Caplan, Partner

STANDARD FORM - FORM SCC-3

(1) Filing Officer Copy - Alphabetical

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 436220
RECORDED IN LIBER 545 FOLIO 9 ON 8/17/89 (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 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) _____

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>
<p>All U.S. Lease Contracts and all Portfolio Property described in Exhibit A hereto and transferred to General Electric Capital Corporation pursuant to Addendum No. 1 of the GECC Purchase Agreement. A description of the U.S. Lease Contracts and the Portfolio Property subject to Addendum No. 1 and information about Addendum No. 1 and the GECC Purchase Agreement are available without cost upon written request to GECC, Vendor Equipment Financing, 55 Federal Road, Corporate Center 1, Danbury, CT 06813.</p> <p>Filed with: Clerk of Circuit Court of Ann Arundel County, Maryland</p>	

DJ

10.00
50
11/1/89
12/28/89
E. SCHAFER
CIRCUIT COURT

f066777/13654HG

THE FIRST NATIONAL BANK OF BOSTON, as
Collateral Trustee

Dated _____

By: [Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

EXHIBIT A

BOOK 559 PAGE 548

Name of Debtor: Wang Credit Corporation
55 Technology Drive
Lowell, MA 01857

Name of Secured Party: The First National Bank of Boston, as
Collateral Trustee under the
Collateral Trust Agreement dated as
of August 15, 1989
100 Federal Street
Boston, MA 02110

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 Addendum No. 1
to the GECC Purchase Agreement; and

(2) all Portfolio Property, as defined in Addendum No. 1
to 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.

"Addendum No. 1" means the addendum dated as of July __,
1990 to the GECC Purchase Agreement.

A description of the U.S. Lease Contracts and the Portfolio
Property subject to Addendum No. 1 and information about
Addendum No. 1 and 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.

YP-5813/W

281834

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. The name and address of the Debtor is:
Gardiner & Gardiner, Inc.
2111 Baldwin Avenue
Crofton, MD 21114
- 2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046
- 3. The maturity date of the obligation (if any) is: _____
- 4. This Financing Statement covers the following types (or items) of property: (Describe)
One (1) Lull 644TT, SN JD2346N

- 5. Check the lines which apply if any, and supply the information indicated:
 (If collateral is crops). The above described crops are growing or are to be grown on:
(describe real estate)

- (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

- (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.

- 6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$ _____

Debtor(s):

Gardiner & Gardiner, Inc.

Ronald A. Blake

Secured Party:

First Virginia Commercial Corporation

By

A. Charles Benedetto

(AUTHORIZED SIGNATURE)

A. Charles Benedetto
President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

11.00
 .50
 POSTAGE
 #925740 0055 R01 11:27
 08/28/90
 CK
 H. G. SCHAFER
 MD CO. CIRCUIT COURT

115

FINANCING STATEMENT FORM UCC-1

2818.35 Identifying File Number

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

"NOT SUBJECT TO RECORDATION TAX"

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

5009

Name Isuzu Motors America, Inc.
Address 2300 Pellissier Place
Whittier, CA 90601

2. SECURED PARTY

Name Meridian Leasing Corporation
Address 570 Lake Cook Road, Suite 300
Deerfield, IL 60015

McCord Company 1581 Mission Blvd San Francisco, CA 94103
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

All Equipment now leased by Lessee, Isuzu Motors America, Inc., from Lessor, Meridian an Leasing Corporation, under Supplement Number 10, dated as of July 30, 1990, to Master Lease Agreement, dated January 18, 1990, together with all accessions thereto and substitutions therefore now owned and hereafter acquired. The Equipment referred to in said Supplement is more specifically described in Exhibit A attached.

"This is a true lease and not intended to create a security interest".

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

ISUZU MOTORS AMERICA, INC.

(Signature of Debtor)

Hisao Yasuda
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

File with Clerk, County of Anne Arund

MERIDIAN LEASING CORPORATION

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORDED FEE 11.00
08/03/90
CK
H. ERLE SCHAFER
IN CO. CIRCUIT COURT

EXHIBIT A

EQUIPMENT: Manufactured by AST

Location of AMERICAN ISUZU MOTORS INC.
Equipment: ONE ISUZU WAY
 GLEN BURNIE, MD 21061

<u>Qty</u>	<u>Model/Type</u>	<u>Description</u>
1	386/SX	PERSONAL COMPUTER-MODEL 3V
1		CONNER 20MB HARD DISK UNIT
1		14" VGA MONITOR
1		MS-DOS 3.3
1		5251 TWIN-AX BOARD
1		SPIKE BAR

The above equipment is leased to ISUZU MOTORS AMERICA, INC. as Lessee, under Supplement Number 10 dated as of July 30, 1990, to a certain Master Lease Agreement ("Master Lease Agreement"), dated January 18, 1990, between MERIDIAN LEASING CORPORATION as Lessor, and Lessee, said Supplement together with the Master Lease Agreement to the extent it is incorporated in said Supplement is referred to as the "Lease".

Lessee Address: ISUZU MOTORS AMERICA, INC.
 2300 PELLISSIER PLACE
 WHITTIER, CA 90601

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 559 PAGE 552
Identifying File No. 281836

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Jessica's Donuts, Inc.
Address 605 Ritchie Highway, Severna Park, Maryland 21146

2. SECURED PARTY

Name Bell Atlantic TriCon Leasing Corporation
Address 95 N. Route 17 South
Paramus, New Jersey 07652

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All equipment now owned or hereafter acquired.

"This financing statement is filed to provide public notice of a true lease transaction or to perfect a purchase money security interest in the described goods if the lease is determined to be a security instrument and in either event is exempt from any Recordation Tax".

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
9725920 0055 R01 T11:42
CK 08/09/90
H. ERLE SCHAFER
M.D. COUNTY 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)

Callie...
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Maria A. Mabry Agent
(Signature of Secured Party)

Type or Print Above Signature on Above Line

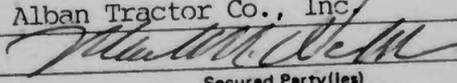
This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and Address(es): The Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743 M-34687	2. Secured Party(ies) Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	277236 Liber 541 Page 119
3. (a) This statement refers to original Financing Statement bearing File No. 19 Filed with <u>A.A. County</u> Date Filed <u>5/9/89</u> (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 <input type="checkbox"/>		For Filing Officer <u>100050 CROSS ROL 711:45</u>
4. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.	
5. <input checked="" type="checkbox"/> Termination.	Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)	
6. <input type="checkbox"/> Assignment.	The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.	
7. <input type="checkbox"/> Amendment.	Financing statement bearing file number shown above is amended as set forth in Item 9.	
8. <input type="checkbox"/> Release.	Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.	
9.		
10. Signatures:	Alban Tractor Co., Inc.	
By _____	By <u><i>Mark W. Wells</i></u>	Secured Party(ies)
Debtor(s) (necessary only if Item 7 is applicable)		Standard Form Approved by N. C. Sec. of State and other States shown above.
(1) Filing Officer Copy - Numerical	FINANCING STATEMENT CHANGE	UCC-3

RECORD FEE 10.00
POSTAGE 50
08/08/90

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and Address(es): The Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743 M-XXXXX34726	2. Secured Party(ies) Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237 277238 Liber 541	Page 121 For Filing Officer #125760 COSS R01 T11:45 POSTAGE 10.00 GR .50
3. (a) This statement refers to original Financing Statement bearing File No. 19 Filed with Anne Arundel County Filed 5/9/89 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filled. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		
4. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.	
5. <input checked="" type="checkbox"/> Termination.	Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)	
6. <input type="checkbox"/> Assignment.	The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.	
7. <input type="checkbox"/> Amendment.	Financing statement bearing file number shown above is amended as set forth in Item 9.	
8. <input type="checkbox"/> Release.	Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.	
9.		

10. Signatures:

By _____ Debtor(s) (necessary only if item 7 is applicable)

By Alban Tractor Co., Inc.
 Secured Party(ies)

(1) Filing Officer Copy — Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3

To be recorded in the Financing Records of Anne Arundel County

BOOK 559 PAGE 555

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 182233

RECORDED IN LIBER 307 FOLIO 61 ON November 6, 1973 (DATE)

1. DEBTOR

Name College Blvd. Joint Venture

Address 1204 Fidelity Building, Baltimore, Maryland 21201

2. SECURED PARTY

Name Aetna Life Insurance Company

Address One Civic Center Plaza

P.O. Box 1414, Hartford, CT 06143

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORDED FEE 10.00

POSTAGE .50

225940 0055 P01 11:44

03/29/73

DJ

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Return to: Sara A. Schaffer Latimer & Buck 121 S. Broad Street Phila., PA 19107</p>	

Dated August 21, 1990

Aetna Life Insurance Company

(Signature of Secured Party)

Marion Lawrence

Type or Print Above Name on Above Line

11.50

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Records at Clerk of the Court of ANne ARundel Co.
- 3. Not subject to Recordation Tax.
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 7,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to CLERK OF THE COURT OF ANNE ARUNDEL CO.

5. Debtor(s) Name(s): MARIA'S ITALIAN RISTORANTE, INC. Address(es): 12 MARKET SPACE ANNAPOLIS, MD. 21401

6. Secured Party: Maryland National Bank Address: Department: Church Circle
 Post Office Box 987, Mailstop 500501
 Attention: Debra L. Phipps Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

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: Maria's Italian Ristorante, Inc. Secured Party: Maryland National Bank

By: Maria Priola (Seal) Type name and title, if any: Pietro Priola, President

By: Debra L. Phipps (Seal) Type name and title: Debra L. Phipps, Vice President

MARYLAND NATIONAL BANK

11.00
49.00
.50
5 201 712-39
08/28/90
CK
SCHAFER
JIT CLERK

11-
49-
50

MARYLAND NATIONAL BANK

P.O. Box 871
Annapolis, Maryland 21404



BOOK 559 PAGE 557

SCHEDULE A

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF A
SECURITY AGREEMENT DATED 8-1-90 BETWEEN
MARYLAND NATIONAL BANK AND MARIA'S ITALIAN RISTORANTE, INC.

<u>QTY</u>	<u>EQUIPMENT</u>		
2	Restaurant P.O.S. Terminals	serial #	880257
	Super Print Models	serial #	880258
2	Slip Printers	serial #	1654
	Novatronics MODEL:810-B	serial #	2393
1	Remote Kitchen Printer	serial #	210000301874
	Star-Micronics MODEL:-DP8340 FM		

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281840

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Oneal Russell

Address 71 Amos Garrett Blvd. Annapolis MD 21401

2. SECURED PARTY

Name Healthco International

Address 11412 Cronridge Drive Suite A Owings Mills MD 21117

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 Patient Standard Chair w/ Delivery System w/cuspidor, vacuum pkg., light Post, Unit Mounted Light
- 1 Doctor's Stool
- 1 70 KVP X-Ray Unit
- 1 Module Sink
- 1 Alabama Cabinet
- 2 Pan Air Standard Handpiece
- 1 Vari-Mix III Amalgamator

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

01:53

CONDITIONAL SALES CONTRACT SECURED PARTY IS THE SELLER

CK

H. ERLE SCHAFER

44 CG. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

Dr. Oneal Russell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]
(Signature of Secured Party)

Brenda Fink
Type or Print Above Signature on Above Line

11/80

PARTIES

Debtor name (last name first if individual) and mailing address:

JOHNNY BELL
~~XXXXXXXXXX~~ 241 Sheila K Court
SEVERN MD 21144 1

Debtor name (last name first if individual) and mailing address:

SYLVIA BELL
~~XXXXXXXXXX~~ 241 Sheila K Court
SEVERN MD 21144 1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

CHESAPEAKE MH OF LAUREL, MD
10039 N. SECOND AVENUE
LAUREL MD 20707 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

CHESAPEAKE MH OF LAUREL, MD
Diana A. Luluxstein, Agent

4

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on
reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

BOOK 559 PAGE 559

281841

5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County.
- real estate records of _____ County.

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

COLLATERAL

Identify collateral by item and/or type:

1990 IMPERIAL HOMES, INC. REGAL
14 X 70 SERIAL# IH913531 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 JOHNNY BELL X *Johnny E Bell*

1a SYLVIA BELL X *Sylvia A. Bell*

1b

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

12

10

Anne Arundel County
FINANCING STATEMENT FORM UCC-1

Identifying File No. 281842

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southward Corporation d/b/a Outdoor Power
Address 436 Chinquapin Round Road Annapolis, MD 21401

2. SECURED PARTY

Name Whirlpool Financial Corporation
Address P.O. Box 1119 Mt. Laurel, NJ 08054

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory now owned or hereafter acquired, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing, when such inventory has been financed by Whirlpool Financial Corporation. *KFW*

Name and address of Assignee
CK
H. ERLE SCHAFER
2910 CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Kenneth R. Wagner - Pres.
(Signature of Debtor)

Kenneth R. Wagner, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael A. Thompson
(Signature of Secured Party)

Michael A. Thompson, Area Credit Manager
Type or Print Above Signature on Above Line

12 -

281843

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)
Pegasus, Inc.
4748 Mountain Rd.
Pasadena, MD 21122
Echart, Robert M.
570752989 AA

2. Secured Party(ies) and address(es)
JOHN DEERE COMPANY
P.O. Box 65090
West Des Moines, IA 50265

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE CK .50
#121380 DEED 403 770456

4. This financing statement covers the following types (or items) of property:
1 John Deere 1050 Tractor s/n 14260; 1 JD 75 Loader s/n 13350.
REGARDING UCC-1 FINANCING STATEMENT FILED WITH Kershaw Co. SD ON 29SEP86 FILE NUMBER 86-781.
DEBTOR HAS MOVED TO THE ABOVE DESCRIBED ADDRESS AND THIS NOW NEEDS TO BE FILED WITH Anne Arundel Co. MD.
THIS STATEMENT IS BEING FILED WITHOUT DEBTOR'S SIGNATURE TO PERFECT A SECURITY INTEREST IN COLLATERAL ALREADY SUBJECT TO A SECURITY INTEREST IN THE ABOVE DESCRIBED JURISDICTION.

5. Assignee(s) of Secured Party and Address(es)

H. EDLE SCHAFER
AA CO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: _____
Signature(s) of Debtor(s)

JOHN DEERE COMPANY
By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1730

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

Name Hubers II, Inc.
Address B & A Blvd. & Bremer Drive, Glen Burnie, Maryland 21061

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.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

Name and address of Assignee

Four (4) new 1990 International Model 3800 school buses
S/N's 1HVBBFCP1LH259721 1HVBBFCP3LH259722
1HVBBFCP8LH259733 1HVBBFCPXLH259734

RECORD FEE 11.00
POSTAGE .50
03/29/90
CK
H. ERLE SCHAFER
COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hubers II, Inc.

John Edward Hubers
(Signature of Debtor)

First Maryland Leasecorp

Type or Print Above Name on Above Line

(Signature of Debtor)

William R. Brown Asst. V.P.
(Signature of Secured Party)

William R. Brown, Asst. Vice President

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Huber's Bus Service, Inc.

Address 103 Wells Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 South Paca Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1990 Thomas Saf-T-Liner MVP Model 3208210 school bus with a 69 passenger Thomas body. S/N 1T7B3D88XL1722191

One (1) new 1990 International Model 3800 school bus with a 66 passenger Thomas school bus body. S/N 1HVBBFCFP1LH259735

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)

Huber's Bus Service, Inc.

Signature of Debtor

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

Signature of Secured Party

William R. Brown, Asst. Vice President

Type or Print Above Signature on Above Line

RECORD FEE 11.00

.50

4731450 CTTT 703 T11:04

CK

08/29/90

H. ERNE SCHAFER AA CO. CIRCUIT COURT

1180

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 2,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Olimpex International, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
(Name)	Attn: <u>Bradley Pingrey</u>
<u>780 Elkridge Landing Road</u>	(Name of Loan Officer)
(Address)	<u>18 West Street</u>
<u>Linthicum, Maryland 21090</u>	(Address)
	<u>Annapolis, Maryland 21401</u>

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.

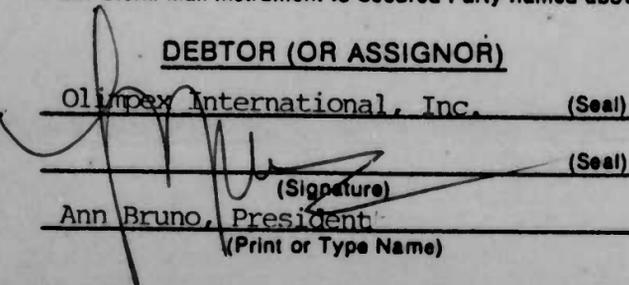
2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

RECORD FEE 11.00
 08/29/90
 CK
 H. EDLE SCHAFER
 DISTRICT COURT

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Olimpex International, Inc.</u> (Seal)	_____ (Seal)
 (Signature)	_____ (Signature)
<u>Ann Bruno, President</u> (Print or Type Name)	_____ (Print or Type Name)

ANNE ARUNDEL COUNTY
FINANCING STATEMENT

281847

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$14,000.00.

1. Name of Debtor(s): Warehouse Equipment Supply Co., Inc.
Address: 12011 Guilford Road #104
Annapolis Junction, MD 20701

BOOK 559 PAGE 565

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:
One new 1990 Hewlett Packard Vectra QS/20 Model 86 Computer Serial #655520405-05
One new 1990 Hewlett Packard DraftPRO DXL with 1 MB buffer Serial # 3016A15354
One new 1990 AutoCAD 386 installed and configured software package Serial #3016A15722

3002510319
2930510180

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

RECORD FEE 22.00
RECORD TAX 10.00
POSTAGE .50
0731510 CRT 003 11:09
CK 00/29/90
H. ERLE SCHAFER
BA CO. CIRCUIT COURT

Debtor(s) Warehouse Equipment Supply Co., Inc. Secured Party:

BY *[Signature]*
Benjamin J. Cowley Pres./Sec.
BY *[Signature]*
Neil B. Sherman Vice Pres./Treas.

FIRST AMERICAN BANK OF MARYLAND
By: *[Signature]*
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)

11
98-
15

FINANCING STATEMENT

BOOK 559 PAGE 566

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Sherwood-Logan & Associates, Inc.
Address: 2140 Renard Court
Annapolis, MD 21401

281848

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910
Attn: Herman L. Roberts

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.

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
#877450 C237 R02 T14:45
08/29/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s):

Sherwood-Logan & Associates, Inc.
By: *Geoffrey B. Sherwood*
Geoffrey B. Sherwood, President
Charles L. Logan
Charles L. Logan, V. President
(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND
By: *Herman L. Roberts*
Herman L. Roberts
(Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1100
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 559 PAGE 567
Identifying File No. 281849

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 T/A PAUGH AND STEPP'S - HENNY MACKS 21061
Address 111 E. FURNACE BRANCH RD. GLEN BURNIE, MD

2. SECURED PARTY

Name 26 JUICE, INC. T/A DISPENSE-ALL OF MARYLAND
Address P.O. BOX 31807, 6037 LIBERTY ROAD, SUITE #6
BALTIMORE, MD. 212107 PHONE: 301-26-JUICE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) UPON DEMAND

4. This financing statement covers the following types (or items) of property: (list)

- 22 (✓) GAL. TRANSFER TANKS
- (S) TRANSFER PUMPS (1) POST MIX BAR VALVES
- (S) REGULATORS (✓) CARBONATOR(S) (1) RACKS
- 22 COLD BARREL/PLATES (✓) 110/220 COFFEE MACHINE(S)
- STAINLESS STEEL CONNECTORS, CLAMPS, FITTINGS,
- PLASTIC TUBING AND ALL RELATED PARTS INSTALLED TO
- COMPLETE DISPENSE-ALL OF MARYLAND BEVERAGE SYSTEM.

Name and address of Assignee
 RECORD FEE 12.00
 #732510 0777 ROB 710:46
 CK 06/30/90
 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)

NOTE: THIS FINANCING STATEMENT IS NOT SUBJECT TO RECORDATION TAX BECAUSE IT IS FILED TO PUBLICIZE A LEASE OF GOODS OR FIXTURES, AND DOES NOT CREATE A SECURITY INTEREST.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

HENNY MACKS T/A ~~PAUGH~~ & STEPP'S, 111 E FURNACE BRANCH ROAD
GLEN BURNIE, MD. 21061

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1210

Robert Stepp
(Signature of Debtor)

ROBERT STEPP, MGR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JAMES K. BRADLEY, PRES.
(Signature of Secured Party)

James K. Bradley, Pres
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281850

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 5-3-90 5/3/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jewel of the Nile JEWEL OF THE NILE

Address 1726 Dorsey Rd Hanover MD 21076
1726 DORSEY ROAD, HANOVER, MD., 21076

2. SECURED PARTY

Name 26 JUICE, INC., T/A DISPENSE ALL OF MARYLAND

Address 6037 LIBERTY ROAD, P O BOX 31807, SUITE 6

BALTIMORE, MD. 21207 PHONE 301-265-8423

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) UPON DEMAND

4. This financing statement covers the following types (or items) of property: (list)

3 - GUNS
3 GUNS
5 - PUMPS
5 QUMPS
1-Regulators

1-Rack
1 RACK

Name and address of Assignee

RECORD FEE 11.00

4737520 0777 R03 T10:47

CK

05/30/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

1 REGULATOR

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)

JEWEL OF THE NILE, 1726 DORSEY ROAD, HANOVER, MD. 21076

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

HARRY C. LEWIS, MGR.

[Signature]
Type or Print Above Name on Above Line

HARRY C. LEWIS, MGR.

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

SUSAN SULLIVAN, SECT.

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281851

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 7-31-90 7/31/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name House of Jose HOUSE OF JOSE
Address 7501 Old Telegraph RD

2. SECURED PARTY 7501 OLD TELEGRAPH ROAD, HANOVER, MD. 21076
26 JUICE, INC. T/A DISPENSE-ALL OF MARYLAND
Name
Address P.O. BOX 31807, 6037 LIBERTY ROAD, SUITE #6
BALTIMORE, MD. 212107 PHONE: 301-26-JUICE

Person And Address To Whom Statement Is To Be Returned If Different From Above.
UPON DEMAND

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- GAL. TRANSFER TANKS
(15) TRANSFER PUMPS (8) POST MIX BAR VALVES
(3) REGULATORS (1) CARBONATOR(S) (3) RACKS
(1) COLD BARREL/PLATES (1) 110/220 COFFEE MACHINE(S)
(1) STAINLESS STEEL CONNECTORS, CLAMPS, FITTINGS,
PLASTIC TUBING AND ALL RELATED PARTS INSTALLED TO
COMPLETE DISPENSE-ALL OF MARYLAND BEVERAGE SYSTEM.

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50

#732530 0777 R03 110:47
CK 08/30/90
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)

NOTE: THIS FINANCING STATEMENT IS NOT SUBJECT TO RECORDATION TAX BECAUSE IT IS FILED TO PUBLICIZE A LEASE OF GOODS OR FIXTURES, AND DOES NOT CREATE A SECURITY INTEREST.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

HOUSE OF JOSE, 7501 OLD TELEGRAPH RD., HANOVER, MD. 21076

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Curley Reed
Type or Print Above Name on Above Line: CURLEY REED, MGR.

Signature of Debtor
Type or Print Above Signature on Above Line

JAMES K. BRADLEY, PRES.
Signature of Secured Party
Type or Print Above Signature on Above Line

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)
Systems Leasing Corporation
5080 North 40th Street, Ste. 400
Phoenix, Arizona 85018

2. Secured Party(ies) and address(es)
First National Bank of Louisville
101 South 5th Street, 9th Floor
Louisville, Kentucky 40202

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00
#732490 CTTT R03 T10:45
CK 08/30/90

4. This financing statement covers the following types (or items) of property:

Computer Equipment as described in Schedule A attached hereto and made a part hereof, and all monies due and to become due debtor under Schedule No.(s) 63 to a Master Lease Agreement for Computer Equipment dated September 1, 1982 covering said property between debtor and Westinghouse Electric Corporation and all of debtor's rights under said lease.

5. Assignee(s) of Secured Party and Address(es)
AA CO. CIRCUIT COURT

No assessment or taxation-True Lease

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:

SYSTEMS LEASING CORPORATION

FIRST NATIONAL BANK OF LOUISVILLE

By: *Daniel R. Bitter, Esq.*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Co, MD

SCHEDULE "A"

WESTINGHOUSE ELECTRIC CORPORATION
EQUIPMENT SCHEDULE NO. 63

<u>QUANTITY</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	
<u>HARDWARE</u>				
1	22422-EXP	400 2X2 EXPANSION	356564781-000	
Includes:	22400-PRC	- Processor Cabinet	N/A	
	22400-IP	- Instruction Processor	N/A	
	22400-BMI	- BMC-IOP (2)	N/A	
	22400-BMC	- Block Mux Channel (BMC) (8)	N/A	
	22400-BMM	- BMC Channel Module	N/A	
	22400-IOA	- IO Accessory Cabinet	N/A	
	22400-CIO	- CIO Cards ver 1	N/A	
	22400-SC 9790-01	- PC Console - PC Console Basic SW	N/A N/A	
1	22400-MSU	MAIN STORAGE UNIT (MSU)	356564781-004	
Includes:	22400-WIO	I/O ACCESSORY (WDC)	356564807-000	
	22400-IOA	- IO Accessory Cabinet	N/A	
	22400-WDM	- WDC Channel Mod	N/A	
	22400-WDI	- Word IOP	N/A	
	22400-WDC	- Word Channel	N/A	
1	22400-BMI	IO PROCESSOR (BMC)	356564781-006	
4	22400-BMC	BLOCK MUX CHANNEL	356564807-005, 356564807-006, 356564807-007, 356564807-008	
	22400-BMV	BMC CONVERSION	356564807-009	
	22400-BMM	BMC CHANNEL MODULE	356564807-010	
	22400-COM	PC CONSOLE	391189776-000	
Includes:	22400-SC 9790-01	- PC Console - PC Console Basic SW	N/A N/A	
	1	F8445-12	PC CONSOLE CABLE 100'	
2	AP1329	CONSOLE PRINTER	1008139523-001, 351407671-000, 351407705-000	
2	89961-16	AP1329 PARALLEL I/F	1008139354-001, 1008139355-001	
2	89968-42E	AP1329 EPSON EMULATION	1007605351-001, 1007605352-001	
2	F8337-03	PRINTER CABLE	1008139356-001, 1008139357-001	
1	22400-T8L	CONSOLE TABLE	1008379409-001	
2	M9720-65	DISK SUBSYSTEM	391518602-000, 391518636-000	
8	F5269-15	CABLES 50'	1008374654-001, 1008374655-001, 1008374656-001, 1008374657-001, 1008374661-001, 1008374658-001, 1008374659-001, 1008374660-001, 1008139358-001, 1008139359-001, 1008139360-001, 1008139361-001	
	4	F5268-01	TERMINATORS	
	1	9246-7LX	LINE PRINTER (650LPM)	349587790-000
	1	9946-7A	PRINT BAND (N/C)	N/A
	1	F8291-06	PRINTER CABLE	1008139524-001
	1	22400-PWR	POWER EXPANSION	356564781-007
	1	22400-LMC	INTEGRATED ASYNC LINE MODULE	356564781-008
	1	22400-LMP	PRINTER LINE MODULE	356564781-009
	1	22400-FMK	CE SOFTWARE (N/C)	N/A
	4	F1947-04	SU2008 HOST LINE MODULE (BMC)	1008401788-001, 1008401790-001, 1008401789-001, 1008401791-001
4	F8317-08	SU00208 LINE MOD CABLE	1007008151-000, 1007822895-001, 1007822896-001, 1007822897-001	
3	LC1-M	NEMA L6-20P POWER CORD	N/A	
1	3629-99	UVT 1224	122431-000	

<u>QUANTITY</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
		<u>SOFTWARE</u>	
1	9761-91	403 EXEC AND SCS	1008392996-000
1	9735-00	SHIELD FRIENDLY CONSOLE	1008393032-000
1	9736-00	SMART CONSOLE	1008393033-000
1	9737-99	UOSS	1008393023-000
1	6203-95	FLIT	1008393018-000
1	6133-98	DATA 1100	1008393035-000
1	6135-93	SORT/MERGE	1008393007-000
1	6271-93	CULL	1008393027-000
1	8862-95	MSAR (ABS)	1008392996-001
1	6246-93	LOG ANALYZER	1008393024-000
1	6274-93	OSAM (ABS)	1008392996-008
1	6161-93	PAR (ABS)	1008393026-000
1	6152-92	PCIOS	1008393006-000
1	6153-92	COBOL, ASCII	1008393019-000
1	6154-92	FORTRAN ASCII	1008393021-000
1	6170-93	CTS	1008393015-000
	N/A	- BBASIC	N/A
Includes:	N/A	- BCOB	N/A
	N/A	- BFTM	N/A
1	6260-94	IPF CONTROL (ABS)	1008393010-000
1	6262-93	IPF COMMAND LANG (ABS)	1008393011-000
1	6245-92	IPF EDIT 1100 (ABS)	1008393014-000
1	6264-94	IPF USER ASSISTANCE (ABS)	1008393012-000
1	6263-94	IPF PROCEDURES (ABS)	1008393013-000
2	6136-84	TELCON	1008375788-000, 1008375789-000
2	6843-00	TELCON/IBM SNA BASE	1008393028-000, 1008393029-000
1	6124-00	SNA/UTS GATEWAY	1008393025-000
1	6124-01	SNA/3270 GATEWAY	1008393022-000
1	6753-93	PERCOM CONTROL	1008393022-001
1	F6115-88	PERCOM EXTENDED	1008393022-002

22

STATE OF MARYLAND

BOOK 559 PAGE 573

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 9615200

RECORDED IN LIBER 553 FOLIO 389 ON March 21, 1990 (DATE)

1. DEBTOR

Name Dave's Boat & Trailer Sales, Inc.

Address 432 Grain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Mercury Marine Acceptance Corporation

RECORD FEE 10.00

Address 5 Hampshire Street - P.O. Box 9113

#732480 CR R03 T10:45

Mansfield, MA 02048

08/30/90

Person And Address To Whom Statement Is To Be Returned If Different From Above: ERLE SCHAFER

3. Maturity date of obligation (if any)

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.)</p>
<p>Please amend Collateral Wording to read: All of the following types of goods held for sale or lease consisting of, but not limited to boats, boat trailers, marine engines including parts, accessories and the like acquired by debtor from Brunswick Corporation, for which secured party has made an advance on behalf of dealer.</p>	

David Davis
SICK

[Signature]
(Signature of Debtor)

Dave's Boat & Trailer Sales
(Type or print above name on above line)

Dated August 24, 1990

[Signature]
(Signature of Secured Party)

Mercury Marine Acceptance Corporation
Type or Print Above Name on Above Line

08/24/90

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) Edward C. Watters, III, M.D. 670 Ritchie Highway Severna Park, Maryland 21146</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Commercial Collateral Dept. Internal Zip: 22001-0609 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 Optometry (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. Humphrey Field Analyzer Model # 610, Humphrey Ultra Sonic Biometer Model # 820 and One(1) Humphrey Chair.

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: \$ 15,000.00

RECORD FEE 11.00
POSTAGE CK .50
#732370 0777 R03 T10:29
08/30/90

DEBTOR:
Edward C. Watters, III, M.D.
(Type Name)

By: [Signature]

SECURED PARTY:
SIGNET BANK/MARYLAND
By: [Signature]
Shirley L Tucker/Asst Vice-President
(Type Name)

August 21 1990
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

RECEIVED
AUG 28 1990

This filing is for information purposes. Customer has another location at 6410 Windsor Mill Road, Baltimore, MD 21207.

* Recordings were filed in more than one county, therefore, tax of \$49.50 was paid to state 8/28/90
11.50 Renee Vick

281854

BOOK 559 PAGE 575

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) Rodney Waner Cheryl Waner 420 Grove Ridge Ct. Linthicum, MD. 21090 219069032	2. Secured Party(ies) and address(es) DCSIF John Deere Co. P.O.Box 65090 West Des Moines IA. 50265-0090 902041140360	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 RECORD TAX 28.00 POSTAGE CK .50 5. Assignee(s) of Secured Party and Address(es) H. ERLE SCHAFER 08/30/90 1132010 0777 R05 110422 1132010 0777 R05 110422
4. This financing statement covers the following types (or items) of property: B FOURWINNS 170 B/R 4WNTE175D686 M MERCUISER 170 H.P. A680395 T SHORELINE TRL. 1YR118347GY082392 12 Taxable Amt 3852.00		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

By: Cheryl K. Waner Signature(s) of Debtor(s)

By: Richard Howard Signature(s) of Secured Party(ies)

JOHN DEERE COMPANY

1350

FINANCING STATEMENT FORM UCC-1

Identifying File # 281855

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ - 0 -

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~LESSEE~~ LESSEE:

Name James Walton Jr.
Address 4508 Mountain Rd Pasadena MD. 21122

2. ~~SECURED PARTY~~ LESSOR:

Name TELMARK INC.
Address P. O. Box 4943, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____ RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list) POSTAGE .50

1 Used 630B Stamp Cutter SN: 666

Name and address of Assignee
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
08/30/90

THIS IS A LEASE TRANSACTION AND THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY. CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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 Walton Jr.
(Signature of ~~LESSEE~~ LESSEE)

James Walton Jr.
Type or Print Above Name on Above Line

(Signature of ~~LESSEE~~ LESSEE)

Type or Print Above Signature on Above Line

TELMARK INC.

Andrew L. McHenry
(Signature of ~~LESSOR~~ LESSOR)

Andrew L. McHenry
Type or Print Above Signature on Above Line

1/80

Butler Leasing Company

FINANCING STATEMENT (FORM UCC-1)

281856

BOOK 559 PAGE 577

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract-Lessor is Seller and Lessee Purchaser of Equipment)

LESSEE: Reds Dove, Inc.
2729 Solomons Island Road
Edgewater, MD 21037

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.

- 1) Mud Cat Horizontal Auger Dredge Model MC-915 S/N: 41138
- 1) AEP-1-8N Pipeline Package
- 1) AEP-1-8N Pipeline Package for 18 pcs 1AC519 Carrier Pipe
- 1) AEP-2 Harnessing Package

RECORD FEE 11.00
POSTAGE .50
#732290 CTTT R03 110:20
CK 08/30/90
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: 1366 W. Central Ave., Davidsonville, MD

LESSEE
Reds Dove, Inc.

BY:

James D. Steinberg
JAMES D. STEINBERG P.M.
PRINT NAME & TITLE: President

LESSOR
BUTLER LEASING COMPANY

BY:

Brace M. Cullage
Brace 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

11/82

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 15.00
POSTAGE .50
#978060 C23T R02 T11455
08/30/90
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtor:
Mary Mossman and
Larry E. Mossman
and
M & P CONTRACTING, INC.

Address:
416 Butlers Landing Drive,
Stevensville, Maryland 21666

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: Marion J. Minker, Jr.

3. This Financing Statement covers:
 - (a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

 - (b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and

1500
1530

property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Debtor for use of the Debtor as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing the sum of \$250,000.00.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A**.

Debtor:

Mary Mossman
Mary Mossman

Larry E. Mossman
Larry E. Mossman

M & P CONTRACTING, INC.
a Maryland corporation

BY: Mary Mossman
Mary Mossman
Vice President

Dated: 8/23/90

S44802ms.fin

MR. CLERK
RECEIVED
ANNAPOLIS, MARYLAND
SEP 20 1990
ANNAPOLIS, MD 21403
ATTORNEY & TRUST OFFICE

BEGINNING for the first at an iron pipe found on the Southwest side of the Governor Ritchie Highway and at the end of the North 53 degrees 45 minutes East 364.50 foot line of the conveyance from Harrison M. Sandrock and Carolyn A. Sandrock, his wife, to Stanley Goldberg, et al, by Deed dated November 24, 1965, and recorded among the Land Records of Anne Arundel County in Liber L. N. P. No. 1926, folio 449; said pipe being found further located at the same beginning point as in the conveyance from Margaret H. Smith Sandrock and Charles H. Sandrock, her husband, to Richard J. Collins by Deed dated November 30, 1961 and recorded among the said Land Records in Liber G.T.C. No. 1528, folio 32; thence running from said beginning point so fixed, leaving the said conveyance to Collins and running along the said Southwest side of the Governor Ritchie Highway and with part of the South 28 degrees 14 minutes East 1298 foot line of the above mentioned conveyance to Goldberg, et al, recorded in Liber L. N. P. No. 1926, folio 449 and with bearings corrected for magnetic differences, South 28 degrees 06 minutes 38 seconds East 325.0 feet; thence leaving the said Governor Ritchie Highway and running through the above mentioned conveyance to Goldberg, et al, for a new line of division, South 57 degrees 41 minutes 27 seconds West 330.29 feet to an iron pipe set in the North 34 degrees 45 minutes West 833.3 foot line of the above mentioned conveyance to Goldberg, et al. thence with part of said line, as now surveyed, North 34 degrees 08 minutes 37 seconds West 300.0 feet to an iron pipe set at the end of said line; thence with the North 53 degrees 45 minutes East 364.50 foot line of the above mentioned conveyance to Goldberg, et al, North 53 degrees 52 minutes 22 seconds East 364.50 feet to the place of beginning. Containing 2.483 acres and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in December 1972.

Being the same property conveyed by deed dated March 14, 1986, by Daniel S. Perlberg, Marvin A. Perlberg, and Jerry Mashkes, to Douglas M. Cummings and Mary Ellen Cummings, his wife. recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

MR. CLERK:
PLEASE RETURN TO:

BLUMENTHAL, WAYSON, DOWNS &
OFFUTT, PA
P. O. BOX 868
ANNAPOLIS, MD 21404-0868
ATTN: DAVID S. BRUCE, ESQUIRE

BOOK 559 PAGE 581

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. 259472 recorded in
Liber 492, Folio 264 on December 2, 1985 (Date).

1. DEBTOR(S):

Name(s) Leonard's Movers, Corp.
Address(es) 201 St. Andrew Road, Severna Park, Maryland 21146

2. SECURED PARTY:

Name DEVELOPMENT CREDIT FUND, INC.
Address 1925 Eutaw Place, Baltimore, Maryland 21217

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8.

9. SIGNATURES.

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.

Gerald A. Moses, Esquire
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
P. O. BOX 868
ANNAPOLIS, MD 21404

SECURED PARTY

DEVELOPMENT CREDIT FUND, INC.
By *[Signature]*
(Type, Name and Title)

H. EDL SCHAFER
AN CO. CIRCUIT COURT
RECORD FEE 11.00
POSTAGE .50
110 255 R01 112417
08/30/85
H. EDL SCHAFER
AN CO. CIRCUIT COURT

11-50

BOOK 559 PAGE 582

281858

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
DUNCAN'S FAMILY CAMPGROUND LIMITED PARTNERSHIP	5381	Sands Road	Lothian	Maryland 20711

Name of Secured Party or assignee	No.	Street	City	State
EQUIBUSINESS CREDIT CORP.	Suite 365,	5100 Tilghman St.	Allentown, PA	18104

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 debtor's goods and personal property presently owned, acquired herewith or acquired at any future time, and all replacements, additions and accessions thereto including, but not limited to, furniture, fixtures, equipment, inventory, all business licenses, and all other tangible personal property of every kind and description belonging to or used in connection with the Debtor's business and/or located upon the Debtor's real property known as 5381 Sands Road, Lothian, Maryland, and more particularly described in Schedule "A" attached hereto.

RECORD FEE 12.00
 POSTAGE .50
 #878870 C237 R02 T14:47
 08/30/90
 CK H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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 \$800,000.00. Recordation tax in the amount of \$5,600.00 has been paid to the Clerk of the Circuit Court for Debtor(s) or assignor(s) Anne Arundel County

DUNCAN'S FAMILY CAMPGROUND LIMITED PARTNERSHIP
 BY: Joan M. Duncan
 JOAN M. DUNCAN, General Partner

EQUIBUSINESS CREDIT CORP. (Seal)
 (Corporate, Trade or Firm Name)
 BY: John F. Brennan
 Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

12:30

RETURN TO: JOHN F. BRENNAN
Schmidt, Roth, Brennan & Carocelo
107 W. Jefferson Street
Rockville, MD. 20850

SCHEDULE "A"
LEGAL DESCRIPTION

All that lot of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

BEING the most northerly portion of an original 38.1981 acres tract which was conveyed unto A.C.S. Company, Inc., a corporation organized under the laws of the State of Maryland, by Deed from Charles R. Armstrong and Ora L. Armstrong, his wife, dated February 4, 1970 and recorded among the Land Records of Anne Arundel County, Maryland, in Deed Book 2328 at page 627, said northerly portion being more particularly described as follows:

BEGINNING FOR THE SAME at the point of intersection of the bank of a branch or creek and the easterly line of Sands Road, said road line being 20 feet at right angles and parallel to the center line of existing paving, and following said road line the following courses and distances: N. 4 degrees 59' 54" W. 32.13 feet to an iron pipe; N. 3 degrees 20' 37" E. 204.95 feet to an iron pipe; N. 8 degrees 3' 40" E. 123.89 feet to an iron pipe; N. 16 degrees 47' 26" E. 317.06 feet to an iron pipe; N. 21 degrees 24' 10" E. 59.01 feet to an iron pipe; N. 22 degrees 37' 54" E. 142.65 feet to an iron pipe; N. 23 degrees 43' 42" E. 373.81 feet to an iron pipe planted at the most northerly corner of the property herein described; thence leaving said road line and following an old fence line boundary S. 80 degrees 43' 29" E. 929.92 feet to an iron pipe; thence S. 77 degrees 51' 53" E. 296.96 feet to an iron pipe planted at the most easterly corner of the property herein described; thence S. 2 degrees 33' 5" E. 685.52 feet to an iron pipe planted in the thread of a stream or creek; said thread of stream or creek being the southerly boundary line of said Parcel "B"; the said pipe being the most southeasterly corner of said Parcel "B"; thence meandering along the general direction of the stream flow line the following courses and distances: N. 72 degrees 30' 51" W. 80.48 feet; N. 83 degrees 13' 17" W. 108.67 feet; N. 61 degrees 33' 17" W. 167.69 feet; N. 75 degrees 33' 17" W. 74.07 feet; N. 80 degrees 11' 17" W. 124.96 feet; S. 83 degrees 0' 03" W. 164.05 feet; N. 72 degrees 7' 17" W. 94.77 feet; S. 52 degrees 57' 43" W. 161.52 feet; S. 6 degrees 0' 13" W. 142.13 feet; S. 5 degrees 49' 47" E. 159.92 feet; S. 89 degrees 12' 43" W. 141.06 feet; N. 87 degrees 14' 17" W. 172.90 feet; N. 85 degrees 16' 17" W. 139.37 feet; S. 66 degrees 6' 13" W. 117.91 feet; S. 74 degrees 16' 50" W. 120.45 feet to an iron pipe point of beginning, all meander corners being planted iron pipe; the area embraced within the limits of the plan as shown hereon including the thread of stream southerly boundary is 27.8154 acres, as determined by the Office of Charles W. Menard, P.E. & L.S. in July, 1965. The herein described 27.8154 acres metes and bounds description having been prepared with the direction of the property lines referred to magnetic north and the same property with the boundaries now updated and referred to the Maryland Grid North as described according to Jack S. Feick, professional engineer as of May 15, 1976.

SAVING AND EXCEPTING all that portion of ground described in a Public Works Agreement dated August 10, 1976 and recorded as aforesaid in Liber W.G.L. No. 2879, Folio 135 and a Deed dated July 27, 1976 recorded as aforesaid in Liber 3012, Folio 665 between Duncan's Family Campground Limited Partnership, et al, and Anne Arundel County for the widening of Sands Road and variable slope and drainage easements.

Premises known as 5381 Sands Road, Lothian, Maryland

AH60
F.S. Records
325123810000
120316

BOOK 559 PAGE 584

AMENDMENT TO FINANCING STATEMENT

This Financing Statement is presented to a filing officer for Anne Arundel County for purposes of amending original Financing Statement having identifying number 261518, and recorded at Liber 497, folio 303 on April 25, 1986.

1. Debtor's Name and Address:

David S. O'Brien, M.D.; Robert Seaman, M.D.,
a Maryland general partnership
60 West Street
Annapolis, MD 21401

2. Secured Party's Name and Address:

Equitable Bank, National Association
100 South Charles Street
Baltimore, MD 21202

3. The above-referenced Financing Statement is amended to add the following Debtor's Name:

David S. O'Brien, M.D., P.A.

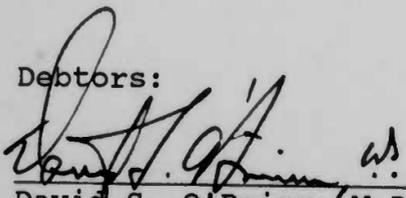
RECORD FEE 10.00

POSTAGE .50

#733000 DITT 103 T14:34

CK 03/30/90

Debtors:


David S. O'Brien, M.D.,
Successor in interest to David S.
O'Brien, M.D.; Robert Seaman, M.D.

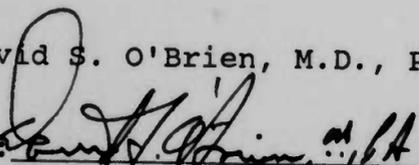
(SEAL)

Secured Party:

Maryland National Bank as successor by
merger to
Equitable Bank, National Association
AA CO. CIRCUIT COURT

By:  (SEAL)

David S. O'Brien, M.D., P.A.


By: David S. O'Brien, M.D.,
President

(SEAL)

Maryland National Bank, a national banking association ("MNB"), as successor to Equitable Bank, N.A., A national banking association ("EBNA"), assumed all the liabilities and assets of EBNA by articles of merger dated July 1, 1990, approved under the charter of MNB, agreed upon by a majority of the boards of directors of MNB and EBNA, ratified and confirmed by the affirmative vote of the necessary majority of the shareholders of MNB and EBNA and approved by the Comptroller of Currency on July 1, 1990.

RETURN TO:

MARYLAND NATIONAL BANK
ATTN: LEGAL DOCUMENTATION
REVIEW UNIT
P.O. BOX 17372
BALTIMORE, MARYLAND 21203

36 36681/0099
120352

BOOK 559 PAGE 585

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 243590

RECORDED IN LIBER 452 FOLIO 220 ON August 2, 1982 (DATE)

1. DEBTOR

Name R Lumber Center, Inc.
Address 3125 Solomon's Island Road, Edgewater, Maryland 21037

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
#732480 RO3 714:34
08/30/90
H. ERNE SCHAFER
AA CO. CIRCUIT COURT

Dated 7-6-90

Donna J. Stevens
(Signature of Secured Party)

Donna J. Stevens
Type or Print Above Name on Above Line

RETURN TO:
MARYLAND NATIONAL BANK
ATTN: LEGAL DOCUMENTATION
REVIEW UNIT
P.O. BOX 17372
BALTIMORE, MARYLAND 21203

15.5

3636669/0099
120353

BOOK 559 PAGE 586

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242038

RECORDED IN LIBER 448 FOLIO 303 ON April 5, 1982 (DATE)

1. DEBTOR

Name R Lumber Center, Inc.
Address 3125 Solomon's Island Road, Edgewater, Maryland 21037

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: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#732990 0777 1003 714:34
CK 08/30/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated 7-6-90

Donna J. Stevens
(Signature of Secured Party)

Donna J. Stevens
Type or Print Above Name on Above Line

RETURN TO:
MARYLAND NATIONAL BANK
ATTN: LEGAL DOCUMENTATION
REVIEW UNIT
P.O. BOX 17372
BALTIMORE, MARYLAND 21203

154

281853

BOOK 559 PAGE 587

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax To be Recorded in Land Records (For Fixtures Only).
 Subject to Recordation Tax; Principal
Amount is \$ 21,600.00

Name of Debtor Address
Blanchfield Nursery 478 Jumpers Hole Road
Severna Park, MD 21146

SECURED PARTY

BANK OF ANNAPOLIS - 1900 Fairfax Road, P.O. Box 6492
Annapolis, MD 21401

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1-New 1990 FINN Straw Mulcher
Model #B-260, Serial #PS3

RECORD FEE 11.00
RECORD TAX 154.00
POSTAGE CK .50
#733030 C777 R03 114:36
08/30/90

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
H. LYLE SCHAFER
AA CO. CIRCUIT COURT

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Blanchfield Nursery
RJ Blanchfield
Robert J. Blanchfield,
Sole-Proprietor

Secured Party (or Assignee)
BANK OF ANNAPOLIS
BY *R. Michael Shymansky*
R. Michael Shymansky, Vice President
Type or print names under signatures

Mail to: BANK OF ANNAPOLIS
1900 FAIRFAX ROAD, P.O. BOX 6492
ANNAPOLIS, MD 21401-0492

CK
154
CS

11.50

281860

BOOK 559 PAGE 588

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Wemco Inc.
Name or Names

7476 Candlewood Road Hanover Md 21076
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Box 307, Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

COMPUTER EQUIPMENT

RECORD FEE 11.00

POSTAGE CK .50

#733050 C777 R03 T14:37

08/30/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Lessee:

WEMCO Inc.

[Signature]
(Signature of Lessee)

W. Mansour, President
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

[Signature]
(Signature of Lessor)

G. ARNOLD KAUFMAN, CEO
(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded, please mail the same to:
The Equipment Leasing Company, Box 307, Riderwood, Maryland 21139.

[Handwritten marks: a large 'D' and '11/50' and 'K.S.']

11.20
50
11.50

BOOK 559 PAGE 589

281861

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

APPLE ADVERTISING MARKETING & DESIGN OF MD, INC
Name or Names

275 WEST STREET SUITE 300 ANNAPOLIS, MD 21401

Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Box 307, Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

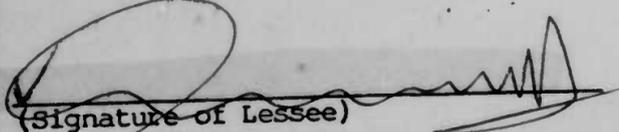
- 1 Mac IICX 4/80
- 1 MT 4MB MEM Expansion
- 1 Mac Extended Keyboard
- 1 Clearvue/GS 19" Grey Scale
- 1 Apple Scanner
- 1 SCSI System Cable-6

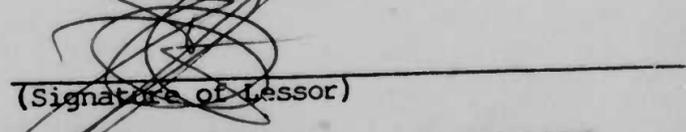
- 1 SCSI System Terminator
- 1 Laserwriter IINTX
- 1 Apple HD 20 SC
- 2 Modunet 8 Pin
- 2 Appletalk-Modunet Cable
- 1 Tops Network Bundle-Mac

RECORD FEE 11.00
 POSTAGE CK .50
 #TJ3060 0777 R03 714:37
 08/30/90

Lessee: APPLE ADVERTISING MARKETING & DESIGN OF MD, INC
GEORGE G. SASS

Lessor:
THE EQUIPMENT LEASING COMPANY


(Signature of Lessee)


(Signature of Lessor)

George G. Sass, President
(Type or Print) (Include Title)

DENNIS HORNER, PRESIDENT
(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded, please mail the same to:
The Equipment Leasing Company, Box 307, Riderwood, Maryland 21139.

11/50

STATE OF MARYLAND

Anne Arundel County

BOOK 559 PAGE 590

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 589070

RECORDED IN LIBER ⁵⁵² ~~552~~ FOLIO ¹⁵¹ ~~151~~ ON 2/21/90 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation

Address 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)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: termination
(Indicate whether amendment, termination, etc.)

See attachment

RECORD FEE 10.00
POSTAGE .50
#733070 CTTT R03 T14:38
02/30/90
H. L. SCHAFFER
AA CO. CIRCUIT COURT

James Madison Financial Corporation

Dated _____


(Signature of Secured Party)

Type or Print Above Name on Above Line

10-8

Equipment Description

Sch.02

- BOOK 552 PAGE 152
- BOOK 559 PAGE 591
- Two (2) Gondola Starter 48 x 12 x 54
 - Four (4) Gondola Add-On 36 x 12 x 54
 - Four (4) End Units 27 x 12 x 54
 - Eight (8) Shelf Assy, Gondola 12 x 48
 - Eight (8) Shelf Assy, Gondola 10 x 48
 - Sixteen (16) Shelf Assy, Gondola 12 x 36
 - Sixteen (16) Shelf Assy, Gondola 10 x 36
 - Eight (8) Shelf Assy, Gondola flat 12 x 27
 - Eight (8) Shelf Assy, Gondola flat 10 x 27
 - One (1) Walk-In Cooler s/n 258846-8907
 - One (1) DMH-200-1-208/230 s/n 524843M6
 - One (1) EXT WTY Cond Unit
 - One (1) ULMH-30-01 Amoco Gray w/trim panels s/n 92407683
 - One (1) Larkin AMT6-185 Coil
 - One (1) GVE 1 1/2 C exp. valve
 - Seven (7) Door set of Styleline 23 1/4" x 72" cooler doors
 - One (1) 36" x 80" Entry door w/14"x14" View Window painted white both sides
 - One (1) Coldelite UC71G Soft Serve Freezer Single Head Counter Model 115/60/1 s/n 527734 w/Self service kit, Self Closing Dispensing Head & Audible Low Mix Signal
 - One (1) Hoshizaki KM630MWB Water Cooled 22" wide 630# Ice Machine s#H10177 w/one B300SB stainless steel bin. 22" s#J10513
 - One (1) Litton Microwave Model SNAC 7TP (7) button electronic programmable w/Defrost cycle s#042476
 - One (1) Security Camera & Holdup System
 - One (1) WV BL204 Panasonic Chip Camera
 - One (1) WV-LA6B2 wide angle lens w/auto Iris
 - One (1) Wall camera mount
 - One (1) 4 position auto switcher
 - One (1) 9" closed circuit monitor
 - Six (6) BNC coax connectors
300' RG59 coaxial cable
 - Two (2) Ademco #269 holdup buttons
 - One (1) Ademco 6-volt power supply
 - One (1) Beverage Air 6' sandwich unit
 - One (1) Beverage Air 6' delimeat case
 - One (1) Bun-O-Matic 5-warmer coffee brewer
 - One (1) Star Hot dog roller
 - One (1) Star Hot dog bun warmer
 - One (1) Star self-service sneeze guard
 - One (1) UNIVEX-Boston 12" knife slicer
 - One (1) DETECTO price computing scale
6" high changeable letters for changeable reader board

TransFinancial Leasing Corp.

BY: Frank J. Danos

TITLE: President

DATE: 10/11/89

nm.1.dedaq2.mad

James Madison Financial Corporation

BY: J.B. Jolan

TITLE: AVP

DATE: 10-30-89

FINANCING STATEMENT FORM UCC-1

Identifying File No. 281862

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 7/26/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LARRY A. & ETHEL M. SPOONE
Address CHESAPEAKE MOBILE COURT #70, HANOVER, MARYLAND 21076

2. SECURED PARTY

Name CHESAPEAKE MOBILE HOMES OF LAUREL, INC.
Address 10039 NORTH SECOND STREET, LAUREL, MARYLAND 20723

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/26/90

4. This financing statement covers the following types (or items) of property: (list)

1984 14X52 LIBERTY MOBILE HOME, SERIAL #08-L-54727

(INCLUDING ALL HOUSEHOLD GOODS)

Name and address of Assignee
FIRST MANUFACTURED HOUSING CREDIT CORP.
P.O. BOX 190
GLEN BURNIE, MD 21060

RECORD FEE 12.00
#733090 0777 R03 714:38
CK 08/30/90
H. ERLE SCHAFER
CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Larry A. Spone - POA wk
(Signature of Debtor)

LARRY A. SPOONE
Type or Print Above Name on Above Line

Ethel M. Spone - POA - wk
(Signature of Debtor)

ETHEL M. SPOONE
Type or Print Above Signature on Above Line

Handel Kuntz
(Signature of Secured Party)

FIRST MANUFACTURED HOUSING CREDIT CORP.
Type or Print Above Signature on Above Line

12-

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

281863

Identifying File No. 559 PAGE 593

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 6/15/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name AAMRI Limited Partnership
Address 1655 Crofton Blvd., Crofton, Maryland 21114-1305

2. ~~SECURED PARTY~~ Lessor

Name General Electric Company
Address P.O. Box 414, W-490
Milwaukee, WI 53201-0414

RECORD FEE 11.00

Person And Address To Whom Statement Is To Be Returned If Different From Above

11:00 DTG R03 114:39

3. Maturity date of obligation (if any) 6/30/94

CK 08/30/90

4. This financing statement covers the following types (or items) of property: (list)

H. ERLE SCHAFER

- Coils
- Laser Camera
- MR Upgrade - Advantage
- Signa Advantage Upgrade Kit
- MR Upgrade - Independent Console
- MR Independent Console

Name and address of Assignee
H. ERLE SCHAFER
H. CO. CIRCUIT COURT

This equipment is covered under a GE Maxiservice Agreement (a true lease) and this UCC is being filed for public notice only. It is not intended to create a security interest and 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)
N/A

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
N/A

(Proceeds of collateral are also covered) N/A
 (Products of collateral are also covered) N/A

AAMRI Limited Partnership

General Electric Company

830-05630
253271-004
830-05979
253271-005
830-05980
253271-006

Carolyn P. Core
(Signature of ~~DEBTOR~~) Lessee

Carolyn P. Core, Chief Executive Officer AAMRI
Type or Print Above Name on Above Line

R. Barnard
(Signature of ~~SECURED PARTY~~) Lessor

R. BARNARD, SALES MANAGER
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11.00

559 - 594

not used

slb Land

8-30-90

FINANCING STATEMENT FORM UCC-1 559 PAGE 595 Identifying File No. 281865

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 39,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated August 27, 1990 is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wizard Video, Inc. of Edgewater
 Address 153 Mayo Road, Edgewater, Maryland 21037

2. SECURED PARTY

Name Calvert Bank and Trust Company
 Address P. O. Box 590, Prince Frederick, Maryland 20678

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property; (list) Present and future accounts receivables, contract rights, instruments, documents, general intangibles, confidential sales agreements, and other forms of chattel paper, and all of the debtor's present and future inventory of all kinds, including raw materials, goods in process, and all finished goods, wherever the same may be located and by whomsoever held, and all of the proceeds therefrom. All present and hereafter acquired equipment, machinery, furniture, and fixtures, including all present or future personal property, all as defined by the Uniform Commercial Code, wherever located. Products of the collateral are also covered.

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
 RECORD TAX 273.00
 POSTAGE .50
 #733140 0177 R03 T14:40
 CK 08/30/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

XX (Proceeds of collateral are also covered)
 XX (Products of collateral are also covered)
Wizard Video, Inc. of Edgewater
Paul J. Deans
 (Signature of Debtor)

Paul J. Deans, Vice President
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Harry B. Zinn
 (Signature of Secured Party)
 Type or Print Above Signature on Above Line
 Executive Vice President

Handwritten initials and numbers: "213.5"

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

AnneArundle 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.

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

Name & address of Secured Party

Associates Commercial Corporation
4191 Innslake Drive, Suite 118
Glen Allen VA 23060

Name & address of Assignee

RECORD FEE 11.00
RECORD TAX 346.50
POSTAGE CK .50

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

RECORDED CITY REC 114:41
08/30/90

Description of collateral covered by original financing statement
One Komatsu Model D75S Crawler Loader S/N 10174

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS, REPLACEMENT PARTS, ADDITIONS, AND ALL PROCEEDS THEREOF

Recordation Tax of \$346.50 paid to the County of Anne Arundle on taxable amount of \$49,350.00

H. ERLE SCHAFER

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 Excavating, Inc.

Associates Commercial Corporation

Signature of Debtor if applicable (Date)

Gloria

Gloria Cunningham - Secretary/Treasurer

Signature of Secured Party if applicable (Date)

Leigh M. Wells

Leigh M. Wells - Branch Credit Manager

346.50

Butler Leasing Company

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FINANCING STATEMENT (FORM UCC-1)

NOT SUBJECT TO RECORDING TAX
(Filed to Publicize an Equipment Lease - No Security Interest Created)

LESSEE: LJS and Associates, Inc.
1868 Jackson Grove Road
Odenton, MD 21113

281867

LESSOR: BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

SIGNET LEASING AND FINANCIAL CORPORATION
P.O. BOX 22497
BALTIMORE MD 21203

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

Computer Network See Equipment Schedule attached

RECORD FEE 13.00
POSTAGE .50
#733000 CTTT R03 T14:44
CK 08/30/90
H. ERLE SCHAFFER
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
LJS and Associates, Inc.

LESSOR
BUTLER LEASING COMPANY

BY: Ignatius L. Steffanski BY: Grace M Cullage

IGNATIUS L. STEFFANSKI PRINT NAME & TITLE: 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

13.00

Butler Leasing Company

SCHEDULE EQUIPMENT

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QUANTITY

DESCRIPTION

1	Comtech AT server 386-SX with: 4MB RAM, Chassis SN:333321, Power Supply SN:900804, Mother board SN:107863, MGP card SN:IG 907654, Floppy controller SN:00541608, AT/IO cards SN:824270 & 824459 16 bit Coax arcnet card SN:AR001152, SCSI controller NS:9401726-001A, Lan 150S hard drive SN:OD05874580, 1.2MB floppy drive SN:A739581, Keyboard, Amber Monitor
1	Comtech 386-SX workstation with: Chassis, Power supply SN:900987, Mother board SN:B878343, MGP card SN:IG908050, AT/IO card SN:824495, Controller SN:541604, Arcnet card SN:AR001060, Teac 1.2mb floppy driveSN:A535311, Keyboard SN:791285, Samsung Mono Monitor SN:W00305808, 2MB RAM, MS DOS 3.3, Surge protector power strip, Cable extender set
1	Comtech 386-SX workstation with: Chassis SN:90000293, Power supply SN:900970, Mother board SN:B878345, MGP card SN:IG907698, AT/IO card SN:824485, Controller SN:00545161, Arcnet card SN:AG000605, Teac 1.2mb floppy drive SN:A375975, Keyboard SN:790825, Samsung Mono Monitor SN:W00304866, 2MB RAM, MS DOS 3.3, Surge protector power strip, Cable extender set
1	Comtech 386-SX workstation with: Chassis SN:072971, Power supply SN:900992, Mother board SN:B878342, MGP card SN:IG907989, AT/IO card SN:824317, Controller SN:00545198, Teac 1.2mb floppy drive SN:A535434 , Keyboard SN:791284, Samsung Mono Monitor SN:W00305713, Arcnet card SN:AG003853, Mountain tape board SN:CI1193, Mountain tape drive SN:PSM9Y107151, 2MB RAM, MS DOS 3.3, Surge protector power strip, Cable extender set
1	Novell ELS II Netware v2.15
1	Mountain 150MB tape backup
1	Okidata 393 high speed printer
6	DC600A tape cassettes

Butler Leasing Company

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<u>Quantity</u>	<u>Description</u>
1	Eight port active hub
1	Memoplus memory board SN:RT9012625
28	Crimp on RG62 cable ends
4	BNC male male adapters
1	Printer Cable
2	Printer extender cables
1	Arcnet card for IBM-AT SN:AL009170
1	300 ft. of RG62 A/U arcnet cable
1	Computer floor stand
2	Surge protector power strip

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

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 501 Page No. 392
Identification No. 263167 Dated August 7 1986

1. Debtor(s) { Gary L Hannebohn & Mitzi L Hannebbhn
Name or Names—Print or Type
2312 Maytime Dr. Gambrills (AA Co) Md 21054
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 13.00
POSTAGE .50
#733264 STTT 003 7:14:46
08/30/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: August 23, 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.C.
13.50

**END
LIBER**