

ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

MARY MCNALLY ROSE
CLERK OF THE CIRCUIT COURT

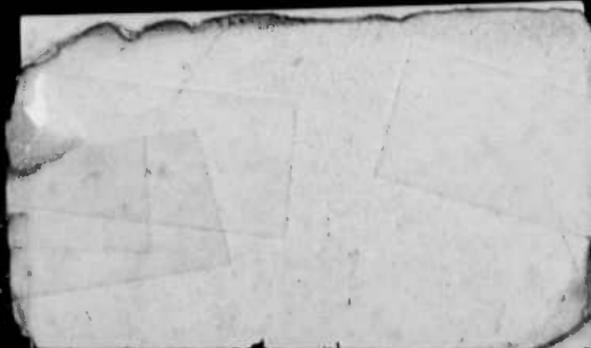
CAMERA: SHIRLEY GRIZZEL

ll



LIBER

578



ORIX CREDIT ALLIANCE, INC.
~~XXXXXXXXXXXX~~ 300 Lighting Way
~~XXXXXXXXXXXX~~ Secaucus, NJ 07096-1525
~~XXXXXXXXXXXX~~

Re: Account # 1-999B-C-02-08440-8

Gentlemen:

The undersigned is indebted to you in the sum of \$ 7,360.00, representing the present Unpaid Balance owing to you under a Conditional Sale Contract/Mortgage/Lease (herein called "Contract"), dated May 3, 1990 and/or a note or notes issued pursuant thereto (herein called "Notes"), if any, between the undersigned as obligor and/or maker (or its predecessor in interest) and Orix Credit Alliance, Inc. as obligee and/or payee, covering property described therein and now located at: 302 Zepplin Avenue Baltimore, MD 21225

The undersigned requests you to extend the time of payment of said Unpaid Balance so that it will be payable in consecutive monthly installments with the first installment being due on February 15, 1992, and subsequent installments on the same day of each succeeding month thereafter until paid, as follows: _____ installments, each in the amount of \$ _____

INITIAL
KLS
Coc
HERE

*as shown on the Schedule "A" attached hereto.

In order to induce you to agree to the foregoing extension, and in consideration of your so doing, the undersigned warrants that the Unpaid Balance is a valid, binding and existing obligation of the undersigned, due and payable without any defense, counterclaim or offset whatsoever, and promises and agrees to pay the Unpaid Balance to your order according to the terms set forth above, at your office or such other place of payment you may designate, and in the event of a default in the payment of any amount when due or otherwise under the Contract, the entire unpaid indebtedness shall, at your option, to the extent permitted by applicable law, immediately become due and payable and you may enforce your rights and remedies under the Contract and/or Notes as if this extension had not been granted, and the undersigned grants you a security interest in all equipment, inventory, goods, accounts, chattel paper, notes receivable, accounts receivable, machinery, fixtures, general intangibles, contract rights, assets and property of every kind and nature now owned or hereafter acquired to secure the payment, performance and fulfillment of all obligations of the undersigned to you now existing or hereafter incurred, whether direct or indirect and whether acquired by you by assignment from the above obligee or another and whether or not now contemplated by us. Late charges will be due and payable on any amount from and after maturity whether by acceleration or otherwise, at the rate of 1/15th of 1% per day but not to exceed any maximum permitted by law. You are authorized to file financing statements or a reproduction hereof as a financing statement.

The undersigned further acknowledges and warrants that legal title to or a first lien upon the property described in the Contract is and shall continue to be vested in you, your successors and assigns, until the undersigned has paid in full, and has performed all of its obligations to you, with interest, whether under the Contract and/or Notes or otherwise. If a note or notes are delivered to you pursuant hereto they shall be deemed only evidence of said indebtedness and not payment thereof until such notes are collected by you in full. Your acceptance hereof shall in no manner prejudice your rights or alter your position under the Contract and/or Notes. As part of the consideration for your acceptance hereof, the undersigned hereby: (a) 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 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, you agreeing to send notice thereof to the undersigned at the address shown hereinbelow, or if none be shown hereinbelow, at the last known address of the undersigned according to your records, by certified mail, within three days of such service having been effected; (b) agrees to the exclusive venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder except with respect to any action seeking replevin of any collateral; (c) waives any right it may have to transfer or change the venue of any litigation brought in accordance herewith; and (d) waives any and all rights to a trial by jury in any action based hereon, or arising hereunder or under the Contract. Any rate and fee or charge ("rate") charged, to be charged or provided for in any way hereunder, under the Contract and/or the Notes, shall not in any event exceed any maximum permitted by applicable law and any such rate is hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum hereunder. Any provision hereof or of the Contract or of the Notes violative of applicable law shall not be effective for any purposes whatsoever but without affecting any other provisions of said documents. Except as herein specifically modified, all of the terms, provisions and conditions of the Contract and Notes remain and continue in full force and effect and binding upon the undersigned.

Dated: February 18, 1992

Very truly yours,

Kevin Spencer, Sr. and Clifton A. Cornish, Jr.
Individually and as Co-Mortgagors

Witness or Attest: _____

By: Kevin Spencer Sr. (Seal)

Address: _____

By: Clifton Cornish Jr. (Seal)

ORIX Credit Alliance, Inc.:

We consent to the above, request you to accept the same, and agree that any and all of your rights of recourse to us shall not thereby be diminished, altered or affected.

Dated: _____, 19____

(Original Vendor Mortgage Lessor)

Address: _____

By: _____ (Seal)

(Title)

Accepted at New York, New York

ORIX CREDIT ALLIANCE, INC.

By: _____

CA-L-12E



STATE OF MARYLAND

BOOK 578 PAGE 03

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285362

RECORDED IN LIBER _____ FOLIO _____ ON _____ (DATE)

1. DEBTOR

Name Happy Travelers, Inc.

Address 738 MD Rt 3, Gambrills, MD 21054

RECORD FEE 10.00
POSTAGE .50
#345090 C489 R02 T08:42
02/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Fleetwood Credit Corp.

Address P.O. Box 1208 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) _____

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>Please amend filing to include Debtor address: 8244 MD Rt 3 Millersville, MD 21108</p>	

Happy Travelers, Inc.
DEBTOR NAME

Herbert Schwartz
SIGNATURE OF DEBTOR

Dated February 14, 1992

Scott T. Ramsden
(Signature of Secured Party)

Scott T. Ramsden - Fleetwood Credit Corp.
Type or Print Above Name on Above Line

10⁰⁰



STANDARD FORM UNIFORM COMMERCIAL CODE

ORDER FROM:
 Pull-A-Part Business Forms
 4214 Indiana Avenue
 Chicago, Illinois 60627
 Phone: (800) 441-1020

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

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5"x8" or 8"x10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

BOOK 578 PAGE 04

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

3. Maturity date (if any):

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

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

For Filing Officer (Date, Time and Filing Office)

DILWORTH, ERNEST
 1876 Montreal Road
 Severn MD 21144

WOODSTOVE "N" SPA SHOPPE
 2431 Crofton Lane
 Crofton, MD 21114

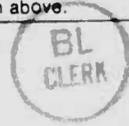
RECORD FEE 10.00
 POSTAGE .50
 #365100 C489 R02 T08:42
 02/27/92

MARY M. ROSE
 AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 285218 Book 575 Page 152

Filed with Ana Arundel County Date Filed December 10, 1991

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 the 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:

American General Finance, Inc.

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

By: *Pauline B. McNeil 2/7/92*
 Signature(s) of Secured Party(ies)

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

Please Return to: AMERICAN GENERAL
 FINANCE, INC.
 6201 LEESBURG PIKE
 P.O. BOX 5143
 FALLS CHURCH, VA 22044

1000
 JB



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

Roll No. 535 Page No. 32
Identification No. 275643 Dated 12/8/88

1. Debtor(s) Edco Tools Co
Name or Names—Print or Type
806-2 Barkwood Ct. Annapolis MD 21090
Address—Street No., City - County State Zip Code

2. Secured Party HARBOR LEASING ASSOCIATES II
Name or Names—Print or Type
701 Cathedral Street Baltimore, MD 21201
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
#365110 C489 R02 T08:43
02/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT



Dated: January 23, 1992
Harbor Leasing Associates II
Name of Secured Party
[Signature]
Signature of Secured Party
Mark M. Caplan Partner
Type or Print (Include Title if Company)



FINANCING STATEMENT (FORM UCC-1)

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract-Lessor is Seller and Lessee Purchaser of Equipment)

LESSEE: Angela Jeung Martin
T/A AJ Stationery and Office Supplies
1327 Ashton Road
Hanover, MD 21076

LESSOR: BUTLER LEASING COMPANY
P.O. Box 677
Hunt Valley, Maryland 21030-0677

RECORD FEE 12.00
POSTAGE .50
#365120 C489 R02 T08:44
02/27/92
MARY H. ROSE
AA CO. CIRCUIT COURT

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) Xerox Model 9900 Copier S/N 920054279



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
Angela Jeung Martin
T/A AJ Stationery and Office Supplies

LESSOR
BUTLER LEASING COMPANY

BY: Angela Jeung Martin

BY: Grace M Cullage

ANGELA JEUNG MARTIN, OWNER Grace M Cullage, Vendor Service Manager
PRINT NAME & TITLE:

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 677
Hunt Valley, Maryland 21030-0677
(410) 771-9600

1200
06



AA # 11.50

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 284629

RECORDED IN LIBER 572 FOLIO 405 ON 9/25/91 (DATE)

1. DEBTOR

Name Hubers II, Inc.
Address B & A Blvd. & Bremer Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 South Charles Street, Baltimore, MD 21201

RECORD FEE 10.00
POSTAGE .50
#365130 C489 R02 T08:45
02/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____



CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT</p>
<p>CHANGE SERIAL NUMBERS:</p> <p>FROM: 1FDWJ74N1BUJ33712 TO: 1FDWJ74N1BVJ33712</p> <p style="text-align: center;">and</p> <p>1FDWJ74NOBUJ33717 1FDWJ74NOBVJ33717</p>	

First Maryland Leasecorp

Dated 2/12/92

Roger Weaver
(Signature of Secured Party)

Roger Weaver, AVP
Type or Print Above Name on Above Line

105



285753

BOOK 578 PAGE 08

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) Inventory Accounting Services, Inc. 7037 Lakeshore Drive Raytown, Missouri 64133-6156	2. Secured Party(ies) and address(es) Anderson Funding Group LTD, Inc. 8133 Leesburg Pike Suite 580 Vienna, VA 22182	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 13.00 POSTAGE .50 #365730 C489 R02 T09:28 02/27/92 MARY M. ROSE AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: <p style="text-align: center;">See attached Exhibit A</p> <p style="text-align: center;">Not subject to Recordation Tax</p>		5. Assignee(s) of Secured Party and Address(es) Citizens National Bank 14-12 E. Main Street Norwalk, OH 44857



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

INVENTORY ACCOUNTING SERVICES, INC. By: <u><i>Barbara Keenan</i></u> <small>Signature(s) of Debtor(s)</small>	ANDERSON FUNDING GROUP LTD., INC. By: <u><i>Mark Fenter</i></u> <small>Signature(s) of Secured Party(ies)</small>
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(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1300



EXHIBIT A

EXHIBIT A to UCC-1 Financing Statement between Anderson Funding Group, LTD., Inc., (Secured Party) and Inventory Accounting Service, Inc. (Debtor).

The collateral consists of (i) Purchase Agreement dated January 23, 1991 between the Secured Party and Debtor; (ii) Delivery Schedule Number IAS-FLW-002 dated October 17, 1991 between Debtor and Secured Party; and all renewals, modifications and amendments to (i) and (ii) above; and (iii) all of the goods, equipment, and inventory described in the Equipment List attached hereto and made part hereof, together with all repairs, appurtenances, additions, accessions, replacements, and substitutions thereto and all proceeds (cash and non-cash) of the foregoing including insurance.

The Equipment is located at: Fort Meade Army Base
Maryland 20755-5081

MODEL	SERIAL NUMBER				
AL6245VW	CA4246528	CA4246531	CA4246533	CA4246534	CA4246535
	CA4246546	CA4246547	CA4246548	CA4246549	CA4246550
	CA4246551	CA4246552	CA4246553	CA4246555	CA4246556
	CA4246557	CA4246558	CA4246559	CA4246560	CA4246561
	CA4246562	CA4246563	CA4246564	CA4246565	CA4246566
	CA4246567	CA4246568	CA4246570	CA4246571	CA4246573
	CA4246574	CA4246575	CA4246576	CA4246577	CA4246578
	CA4246579	CA4246580	CA4246581	CA4246583	CA4246584
	CA4246585	CA4246586	CA4246587	CA4246588	CA4246589
	CA4246590	CA4246591	CA4246592	CA4246593	CA4246594
	CA4246595	CA4246596	CA4246598	CA4246599	CA4246600
	CA4246601	CA4246602	CA4246603	CA4246610	CA4246611
	CA4246612	CA4246613	CA4246614	CA4246615	CA4246616
	CA4246617	CA4246618	CA4246619	CA4246620	CA4246621
	CA4246622	CA4246623	CA4246624	CA4246626	CA4246627
	CA4246629	CA4246630	CA4246631	CA4246634	CA4246635
	CA4246645	CA4246654	CA4246723	CA4246789	CA4246790
	CA4246791	CA4246792	CA4246793	CA4246795	CA4246796
	CA4246797	CA4246798	CA4246799	CA4246800	CA4246801
	CA4246802	CA4246803	CA4246804	CA4246805	CA4246806
	CA4246807	CA4246808	CA4246809	CA4246810	CA4246811
	CA4246812	CA4246813	CA4246814	CA4246815	CA4246816
	CA4246817	CA4246819	CA4246824	CA4246825	CA4246826
	CA4246827	CA4246828	CA4246829	CA4246830	CA4246831

MODEL	SERIAL NUMBER				
EL4030VW	MA2068390	MA2068398	MA2068433	MA2068447	MA2068453
	MA2068455	MA3375621	MA3375622	MA3375633	MA3375635
	MA3375636	MA3375644	MA3375646	MA3375648	MA3375649
	MA3375650	MA3375655	MA3375661	MA3375663	MA3375666
	MA3375667	MA3375668	MA3375669	MA3375670	MA3375674
	MA3375675	MA3375676	MA3375677	MA3375678	MA3375679
	MA3375683	MA3375684	MA3375686	MA3375687	MA3375688
	MA3375694	MA3375704	MA3375705	MA3375717	MA3375718
	MA3576845	MA3576913	MA3576914	MA3576960	MA3576961
	MA3576971	MA3677982	MA3677991	MA3678002	MA3678022
	MA3678030	MA3678042	MA3678043	MA3678044	MA3678045
	MA3678046	MA3678047	MA3678048	MA3678049	MA3678050
	MA3678051	MA3678052	MA3678053	MA3678054	MA3678055
	MA3678056	MA3678059	MA3678060	MA3678061	MA3678063
	MA3678064	MA3678065	MA3678066	MA3678067	MA3678068
	MA3678069	MA3678070	MA3678072	MA3678073	MA3678074
	MA3678079	MA3678080	MA3678081	MA3678082	MA3678083
	MA3678084	MA3778326	MA3778331	MA3778332	MA3778337
	MA3778369	MA3778378	MA3879339	MA3879449	MA3879470
	MA3879474	MA3879475	MA3879501	MA4080252	MA4080265
	MA4080266	MA4080272	MA4080273	MA4080275	MA4080277
	MA4080281	MA4080283	MA4080286	MA4080287	MA4080343
	MA4080344	MA4281467	MA4281472	MA4281475	MA4281480
	MA4281483	MA4281488	MA4281469		

MODEL	SERIAL NUMBER		
GL4030VW	MA4117241	MA4117342	MA4117345

FINANCING STATEMENT FORM UCC-1 285764

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. \$12,000.00

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

This financing statement Dated February 20, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Preferred Transport, Inc.

Address 806 F Barkwood Court, Linthicum, Maryland 21090

2. SECURED PARTY

Name Elkridge National Bank

Address 7290 Montgomery Road
Elkridge, Maryland 21227

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

3. Maturity date of obligation (if any) March 5, 1995

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

1970 Hyster Forklift, Serial Number A240 1884P, Model Number S150A, 15,000 lb. lifting capacity, LP Gas, Cushion Tires, two stage mask.

RECORD FEE 11.00

RECORD TAX 84.00

POSTAGE .50



MARY M. ROSE
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)

Preferred Transport, Inc.

By: Reese V. Bean III
(Signature of Debtor)

Reese V. Bean, III, President
Type or Print Above Name on Above Line

By: Michael J. Hoban
(Signature of Debtor)

Michael J. Hoban
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Linda A. Groves, Asst. Vice President
Type or Print Above Signature on Above Line

1100
84.00
10



PREFERRED TRANSPORT, INC.
806 F BARKWOOD COURT
LINTHICUM, MD 21090

ELKRIDGE NATIONAL BANK
7290 MONTGOMERY ROAD
ELKRIDGE, MD 21227

BOOK 578 PAGE 12
Loan Number
Date FEBRUARY 20, 1992
Maturity Date MARCH 5, 1995
Loan Amount \$ 12,104.00
Renewal Of

BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.
LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.

I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of TWELVE THOUSAND ONE HUNDRED FOUR AND NO/100 Dollars \$ 12,104.00

- Single Advance: I have received all of this principal sum. No additional advances are contemplated under this note.
 Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. As of today I have received the amount of \$ and future principal advances are contemplated.
Conditions: The conditions for future advances are

- Open-End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires no later than
 Closed-End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

PURPOSE: The purpose of this loan is BUSINESS: PURCHASE OF A 1970 HYSTER FORKLIFT
INTEREST: I agree to pay interest on the principal balance(s) owing from time to time as stated in this section. Interest will be calculated on a ACTUAL/365 basis.

- Fixed Rate: I agree to pay interest at the fixed, simple rate of 9.500 % per year.
 Variable Rate: I agree to pay interest at the initial simple rate of % per year. This rate may change as stated below.
 Index Rate: The future rate will be the following Index rate:

- No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.
 Frequency and Timing: The rate on this note may increase as often as An increase in the interest rate will take effect
 Limitations: The rate on this note will not at any time (and no matter what happens to any index rate used) go above or below these limits.
 Maximum Rate: The rate will not go above
 Minimum Rate: The rate will not go below

Post-Maturity Rate: I agree to pay interest on the unpaid balance owing after maturity and until paid in full as stated below.
 on the same fixed or variable rate basis in effect before maturity (as indicated above).
 at a rate equal to

ADDITIONAL CHARGES: In addition to interest, I have paid agree to pay the following additional charges: FILING FEES - \$20 RECORDATION TAXES - \$84.

PAYMENTS: I agree to pay this note as follows:
 Interest: I agree to pay accrued interest WITH PRINCIPAL

Principal: I agree to pay the principal ON DEMAND, BUT IF NO DEMAND IS MADE:

Installments: I agree to pay this note in 36 payments. The first payment will be in the amount of \$ 389.23 and will be due on APRIL 5, 1992. A payment of \$ 389.23 will be due on the 5TH day of each MONTH thereafter. The final payment of the entire unpaid balance of principal and interest will be due MARCH 5, 1995

- Effect of Variable Rate: An increase in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will be increased.
 The amount of the final payment will be increased.

ADDITIONAL TERMS:

SECURITY: I give you a security interest in the following:
(1) any property of mine, whether I own it now or in the future, which is in your possession (This includes, but is not limited to, property I give you for safekeeping, collection, or exchange, and all dividends and distributions from the property);
(2) the property described below, together with all parts, accessories, repairs, improvements and accessions to the property, and all proceeds and products from the property.

Inventory: All inventory wherever it is located which I own now or may own in the future, which I will sell or lease, or which has been or will be supplied to me under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

Equipment: All equipment which I own now or may own in the future including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. Any equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

Farm Products: All farm products which I own now or may own in the future including, but not limited to:
(a) all poultry and livestock and their young, along with their products and produce;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now or may have in the future to the payment of money including, but not limited to:
(a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

General Intangibles: All general intangibles I own now or may own in the future including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

Additional Property: Described as follows:
PERSONAL GUARANTEE OF REESE V. BEAN, III SECURED BY AN IDOT ON THE PROPERTY LOCATED AT 711 BAYLOR ROAD GLEN BURNIE, MARYLAND. PERSONAL GUARANTEE OF MICHAEL J. HOBAN SECURED BY AN IDOT ON THE PROPERTY LOCATED AT 25 TUDOR COURT TIMONIUM, MARYLAND.

Description of real estate if the above property is crops, timber, minerals (including oil or gas) or fixtures:

I will use the property listed as security above for: farming operations business purposes If checked, this note is secured by a separate

dated (Failure to list a prior security agreement here does not mean that the agreement does not secure this note.)

Name of record owner, if not me:
 If checked, this security agreement should be filed in the real estate records.

SIGNATURES: I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

Any person who signs within this box does so to give you a security interest in the property described above. This person does not promise to pay the note.
Signed Date

PREFERRED TRANSPORT, INC.
X
X Reese V. Bean III Pres.
REESE V. BEAN III, PRESIDENT
X Michael J. Hoban Vice President
MICHAEL J. HOBAN, VICE PRESIDENT

285765

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, CIRCUIT COURT ANNE ARUNDEL COUNTY

This Financing Statement dated 02-20-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

Dryer Enterprises, Inc.
726 Holly Drive North
Annapolis, MD 21401

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

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

RECORD FEE 11.00
POSTAGE .50

Name and address of Secured Party

Annapolis National Bank

2083 West Street
Annapolis, MD 21401

Name and address of Assignee

#365760 C489 R02 T09:31
02/27/92
MARY M. ROSE

Date of maturity, if any

Check if proceeds/products of collateral are covered

CIRCUIT COURT

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, Accounts and Contract Rights; 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.

Dryer Enterprises, Inc.

By: Ernest L. Dryer, President
Signature of Debtor

Annapolis National Bank

Signature of Secured Party

1100
13

NationsBank

NationsBank of Maryland

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 552 Folio 530 File # 280163
 Financing Statement

Recorded at Anne Arundel County Date of Financing Statement March 5, 1990

Name	Address			
1. Debtor(s) (or assignor[s])	No.	Street	City	State
<u>EDI Integration Corporation</u>		<u>1302 Concourse Drive, Suite 301</u>		
		<u>Linthicum, Maryland</u>	<u>21090</u>	

RECORD FEE 10.00
 POSTAGE .50
 #365770 C489 R02 T09:32
 02/27/92

2. Secured Party
NationsBank of Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817
f/k/a Sovran Bank/Maryland



MARY M. ROSE
 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 _____.

110
 5

Debtor(s)
EDI INTEGRATION CORPORATION
Joseph G. Carley, Jr., Pres.
February 19, 1992
Date

Secured Party:
NationsBank of Maryland
f/k/a Sovran Bank/Maryland
 By: M. Phyllis Dodson
M. Phyllis Dodson
Type Name
Credit Administration Officer
Title

14/06

NationsBank

NationsBank of Maryland

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 532 Folio 49 File # 274481
 Financing Statement

Recorded at Anne Arundel County Date of Financing Statement Sept. 9, 1988

Name	Address			
1. Debtor(s) (or assignor(s))	No.	Street	City	State
EDI Integration Corporation	1302	Concourse Dr.,	Linthicum	MD. 21090

RECORD FEE 10.00
 POSTAGE .50

#365780 C489 R02 T09:32
 02/27/92

2. Secured Party
NationsBank of Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817
 f/k/a Sovran Bank/Maryland

MARY M. ROSE
 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)

EDI INTEGRATION CORPORATION

Joseph G. Carley, Jr., Pres.

February 19, 1992

Date

Secured Party:

NationsBank of Maryland
 f/k/a Sovran Bank/Maryland

By: M. Phyllis Dodson

M. Phyllis Dodson

Credit Administration Officer

Title

10
5

R-105
14/06

FINANCING STATEMENT FORM UCC-1

Identifying File No. 285756

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

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

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

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

RECORD FEE 13.00
POSTAGE .50
#365800 C489 R02 T09:35
02/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name TransFinancial Leasing Corp.
Address 407 S. Crain Highway, Ste. 200B, Glen Burnie, MD 21061-3654

2. SECURED PARTY

Name ITT Commercial Finance Corporation
Address 100 Walnut Avenue, Clark, NJ 07066

BL
CLERK

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Not subject to Recordation Tax-For information purposes only

The equipment described on the attached Schedule A, together with any and all parts, attachments, accessories, additions, substitutions, repairs, replacements and improvements thereto, and any and all proceeds thereof, including but not limited to insurance proceeds, and any and all rentals, accounts, chattel paper, contracts, contract rights and proceeds resulting from or attributable to the renting or leasing of said property, including but not limited to all rights, title and interests in and to that certain Master Lease Account # 300950, dated 3/7/90 Schedule # 09 dated 11/29/91 as Lessee and TransFinancial Leasing Corp., as Lessor under a certain Assignment of Lease dated 2/7/92.

See Schedule A to UCC filing between # 300950 and TransFinancial Leasing Corp.
CHECK THE LINES WHICH APPLY

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

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

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

TransFinancial Leasing Corp.
Frank Sarrow, III
(Signature of Debtor)

Frank Sarrow, III President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT Commercial Finance Corporation
Joseph J. Ippolito
(Signature of Secured Party)

8305001-2
JOSEPH J. IPPOLITO, Zone Credit Mgr.
Type or Print Above Name on Above Line

filed in Anne Arundel County

Return To:
Infosearch, Inc.
P.O. Box 77132
W. Trenton, NJ 08628

13.00

I 259 335

Schedule A to UCC filing between #300950 and TransFinancial Leasing Corp. Page 1

The equipment described on this Schedule A, together with any and all parts, attachments, accessories, additions, substitutions, repairs, replacements and improvements thereto, and any and all proceeds thereof, including but not limited to insurance proceeds, and any and all rentals, accounts, chattel paper, contracts, contract rights and proceeds resulting from or attributable to the renting or leasing of said property, including but not limited to all rights, title and interests in and to the certain Master Lease Account #300950, dated 3/7/90 Schedule #09 dated 11/29/91, as Lessee and TransFinancial Leasing Corp., as Lessor under a certain Assignment of Lease dated 2/7/92.

Quantity	Description
One (1)	PO# 15358 9520 Savin Copier ID-363698
One (1)	7430 Savin Copier ID 363705
Three (3)	BOCT 180
Three (3)	BOCTA 189
Four (4)	Hale 1936-36" bookcase walnut
Two (2)	Hale 1972 72" bookcase walnut
One (1)	VO2 walnut
One (1)	Depo walnut
One (1)	MS1830 walnut
One (1)	TE 1870-WT wal/blu. storage unit
One (1)	CH-518 hutch walnut
One (1)	PR311KH/KB kneespace credenza/kb
One (1)	RM7212 72' radius bookcase
One (1)	582 L highback parchment/blu
Three (3)	G7001 side chair brown
One (1)	Hale 1972 72" bookcase walnut
One (1)	Hale 1936 36" bookcase walnut
One (1)	VP 100 Mil-Bach brown/brown
One (1)	Hor 7236-18 supply cabinet putty
One (1)	5680-60-01PU 5dr. lat.file putty
Two (2)	VP 110 brown/brown
Six (6)	HON 6003-6092 highback chairs JJ red
Three (3)	HITECH SPE504/CD 36x72 desk w/CD black
(18)	HON 6006-6092 Mid-Back chairs JJ red
(12)	HON 6008 side chairs JJ red
Two (2)	SPE511KH/KB kneespace credenza w/KB blk
Two (2)	SPE511 credenza 20x72 gray
One (1)	AWP 10 ft. conference table Dove gray
One (1)	AWP 4x4 wallboard open 4x8 Dove gray
Six (6)	SPE505/CD 30x60 desk w/CD gray
Six (6)	AWP 72x36x12 bookcases Dove gray
Two (2)	5680-60-01PU 36" 5 drawer lateral file putty
One (1)	3060FT 30x60 folding table black/walnut
One (1)	HOR3672-18 storage cabinet putty
One (1)	AWP 20x20 cube black
One (1)	SPE506R/CD 30x60/24x42 secretarial desk gray
Five (5)	SPE509 2 drawer lateral file gray

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: [Signature]

ITT Commercial Finance Corporation

BY: [Signature]

TITLE: [Signature]

Return To:
 Attention: Doc
 P.O. Box 77182
 Trenton, NJ 08622



- One (1) BT48/V06 computer table w/hutch gray
- Four (4) SPE511KH/KB kneespace credenza w/KB gray
- Two (2) CH518 hutch for credenza gray
- One (1) AWP 72x36x12 bookcase black
- One (1) CH518 for credenza black
- One (1) SPE511 20x72 credenza black
- One (1) AWP 24x18x29 projector stand w/cabinet gray
- One (1) Global 1532 super steno chair 840 heather
- One (1) CH 343 side chair wheat/walnut
- One (1) SPE520R/CD 36x72 main desk walnut
- One (1) SPE521R/KB kneespace credenza w/KB walnut
- One (1) SPE522 executive bridge walnut
- Two (2) CH518 hutch for desk/credenza walnut
- One (1) AWP 36" round table walnut
- One (1) Network General WIN 24D telephone system w/24D Digital Cabinet, common control pack, (2) 4-circuit CO line cards, (2) 8-circuit station cards, (14) 16-button digital telephone, DSS/busy lamp field telephone, (14) station prewires, (4) 4 pair prewires for FAX/Modems

TransFinancial Leasing Corp.

BY: _____

TITLE: _____

ITT Commercial Finance Corporation

BY: _____

TITLE: _____

s.46.sratfdb9.itt

Return To:
InfoSearch, Inc.
P.O. Box 77132
W. Trenton, NJ 08628

285767

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

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

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

This financing statement Dated February 13, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name State of Maryland
Address Treasury Bldg., RM 109, 80 Calvert St., Annapolis, MD

2. SECURED PARTY

Name Maryland National Bank
Attn: D. Kane MS 020507
Address 10 Light Street, 5th Floor
Baltimore, Maryland 21202

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

3. Maturity date of obligation (if any) December 1, 1996

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

Certain Equipment as more particularly described on Exhibits "A" hereto acquired by Debtor pursuant to a Master Equipment Lease-Purchase Agreement dated May 8, 1991, and Equipment Schedules 36 thru 41 inclusive, each dated as of February 13, 1992, by and between Debtor and Secured Party, together with all repairs, replacements, of modifications to such Equipment and insurance or other proceeds thereof.

Name and address of Assignee
Maryland National Bank
Agent
10 Light Street, 5th Floor
Baltimore, Maryland 21202

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)

RECORD FEE 81.00
POSTAGE .50
#365810 0489 R02 T09:38
02/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT



H. Louis Stettler III
(Signature of Debtor)

H. Louis Stettler III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Elwyn M. Jordan
(Signature of Secured Party)

Elwyn M. Jordan
Type or Print Above Signature on Above Line

8/00



EXHIBIT A-1

TO

EQUIPMENT SCHEDULE NO. 36

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

DEPARTMENT OF AGRICULTURE

Item No.	Description	Part No.	Qty.
-------------	-------------	----------	------

SEE ATTACHMENTS TO EXHIBIT A-2

EQUIPMENT LOCATION:

DEPARTMENT OF AGRICULTURE
STATE CHEMIST SECTION
50 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MARYLAND 21401

91MNB
05/08/91



EXHIBIT A-2

TO

EQUIPMENT SCHEDULE NO. 36

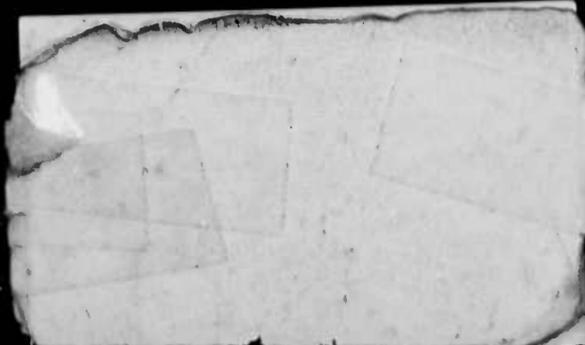
TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

DEPARTMENT OF AGRICULTURE

Vendor	Equipment Cost	Amount Financed	Acquisition Date
PERSTORP ANALYTICAL	\$44,094.00	\$44,094.00	JAN 14, 1992

(SEE ATTACHED INVOICES)

91MNB
05/08/91



REMIT TO:

Perstorp Analytical

PO. BOX 78414
CHICAGO, IL 60678
P65844

Perstorp Analytical

INVOICE

THIS INVOICE SHOULD BE SENT TO:
Perstorp Analytical
12101 Tech Rd
Silver Springs, MD 20904
(301) 680-0001

INVOICE NUMBER: 101815
DATE SHIPPED & INVOICED: 12/30/91

WE CERTIFY THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTION 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND ALL REGULATIONS AND ORDERS OF THE DEPARTMENT OF LABOR ISSUED UNDER SECTION 14, THE RECA.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	DISC	EXTENDED PRICE
1	1	EA	MODEL 3550 FLOW SOL. STD.	3734.00		3734.00
2	1	EA	TOP FLAME PHOTOMETER	4700.00		4700.00
6	1	EA	INSTALL. & TRAIN. 4.5DAYS	.00		.00
0			SYSTEM PRICE INCLUDES DISCOUNT PER QUOTE			

RECEIVED
JAN 6 1992
STATE CHEMIST SECTION

*Received
12/27/91
Arnold M. ...
F.I.D. #
840686936*

RESTOCKING DISCOUNT	.00
SALES TAX	.00
SHIPPING CHARGES	.00
TOTAL	44,094.00

PLEASE RETAIN FOR YOUR RECORDS

MD DEPT OF AGRICULTURE
CENTRAL RECEIVING
50 HARRY S TRUMAN PKWY
ANNAPOLIS MD 21401

MD DEPT OF AGRICULTURE
STATE CHEMIST SECTION
50 HARRY S TRUMAN PKWY
ANNAPOLIS MD 21401

EXHIBIT A-1

TO

EQUIPMENT SCHEDULE NO. 37

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

MARYLAND ENVIRONMENTAL SERVICE

Item No.	Description	Part No.	Qty.
-------------	-------------	----------	------

SEE ATTACHMENTS TO EXHIBIT A-2

EQUIPMENT LOCATION:

MIDSHORE REGIONAL LANDFILL
341 BARKERS LANDING ROAD
EASTON, MARYLAND 21601

91MNB
05/08/91

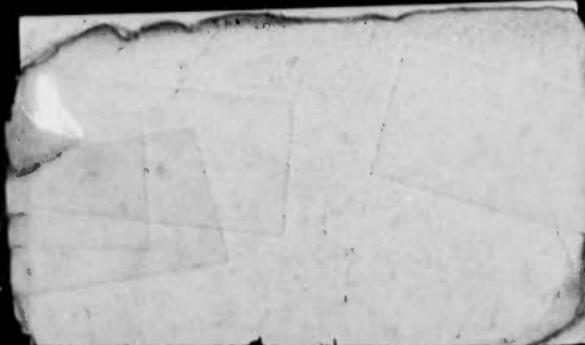


EXHIBIT A-2

TO

EQUIPMENT SCHEDULE NO. 37

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

MARYLAND ENVIRONMENTAL SERVICE

Vendor	Equipment Cost	Amount Financed	Acquisition Date
ALBAN TRACTOR CO. INC.	\$151,082.00	\$151,082.00	JAN 24, 1992

(SEE ATTACHED INVOICES)

91MNB
05/08/91





ALBAN TRACTOR CO. INC.

BOOK 578 PAGE 25



REMIT TO: P.O. BOX 64251 BALTIMORE, MD. 21264
PHONE: (AREA CODE 301) 686-7777 / 1-800-492-6994

Customer: 22570

SOLD TO MARYLAND ENVIRONMENTAL SERVICE
ID# 52-1249063, ACCOUNTS PAY
2020 INDUSTRIAL DR
ANNAPOLIS, MD 21401

SHIPPED TO SAME
MIDSHORE REGIONAL LANDFIL
341 BARKERS LANDING RD
EASTON, MD 21601

ORIGINAL INVOICE

DATE 1/16/92	YOUR ORDER NO. 4958	REQ. NO.	HOW SHIPPED DELIVERY	CASH TERMS	INVOICE NO. 37803
-----------------	------------------------	----------	-------------------------	---------------	----------------------

QUAN.	MODEL	SERIAL NO.	DESCRIPTION
1	963 E20864	21Z04243	NEW CATERPILLAR TRACK LOADER 8Y5565 AIR CONDITIONER 3A7163 GUARD, TRACK ROLLER 3W8488 JACK, CAB TILT 7P8908 STARTING AID 8Y3245 BKT 2.25 CU.YD. M/P BUCKET 97"5G7299 BUCKET TEETH BOLT-ON LONG TIP-3G4013 HYD SYS ADD.VALVE/SINGLE LEVER5G8842 WASTE DISPOSAL ARRANGEMENT 9Z8346 HITCH GROUP 9Z8341 RORO, SHIPMENT CHARGE 0G3255 AUTOMATIC SHUT DOWNS MISC 3 COPIES ALL BOOKS MISC 19SEP88 EMA 0P5203
	E20865	E20865	AFEX FIRE SUPPRESSION SYS 963 ***LABOR TO INSTALL G900-1 SYS MISC ***AFEX CARTRIDGE, NITROGEN ACTUAMISC ***AFEX SLAVE ACTUATOR ASSY. MISC ***FREIGHT MISC Engine Serial # 12Z45245 Engine Arr. # 5C8965

VOUCHER STAMP

Done by: Audited by:
 Bank No. _____
 with Accuracy _____
 Docum Agree _____
 by Receiving _____
 iffy Coding _____
 amount _____
 Release _____
 id check # _____
 view _____
 date _____
 1500-0003
 5 yrs.
 9/2/2019

RECEIVED

JAN 21 1992
Maryland Environmental Service

all for payment
23 Jan 92

\$ 151,082.00

Tax Rate .00 Tax - MD \$.00

DOZERS • LOADERS • GRADERS • SCRAPERS • EXCAVATORS • O/H TRUCKS

EXHIBIT A-1

TO

EQUIPMENT SCHEDULE NO. 38

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

TOWSON STATE UNIVERSITY

Item No.	Description	Part No.	Qty.
----------	-------------	----------	------

SEE ATTACHMENTS TO EXHIBIT A-2

EQUIPMENT LOCATION:

TOWSON STATE UNIVERSITY
PRINT SHOP
ADMINISTRATION BUILDING
BALTIMORE, MARYLAND 21204

91MNB
05/08/91



EXHIBIT A-2

TO

EQUIPMENT SCHEDULE NO. 38

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

TOWSON STATE UNIVERSITY

Vendor	Equipment Cost	Amount Financed	Acquisition Date
XEROX CORPORATION	\$154,500.00	\$154,500.00	JAN 24, 1992

(SEE ATTACHED INVOICES)

91MNB
05/08/91



XEROX

RECEIVED

Customer Information

XEROX CORPORATION
MAJOR ACCTS 9TH FL
1616 N FORT MYER DR
ARLINGTON VA 22209

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

C001690 BOOK 578 PAGE 28
Purchase Order Number
JAN 18 1992

Special Reference
011066302
Contract Number
STATE TREASURER'S OFFICE

Telephone 703-247-6800
Please Direct Inquiries To:

PAYABLE UPON RECEIPT
Terms Of Payment

Ship To/Installed At:
TOWSON STATE UNIV
PRINT SHOP
ADMINISTRATION BLD
BALTIMORE MD
21204

Bill To:
ST OF MD OFFICE OF
TREASURER STE 214
ATTN GARY AAMOLD
80 CALVERT ST
ANNAPOLIS MD
21401

01-06-92
Invoice Date
031642394
Invoice Number
095584058
Customer Number

SALE OF SYSTEM-1	DOCUTECH PUBLISHER		
	FOR SER.#	W11-031382	211,339.00
INPUT SCANNER	SER #	W01-504593	INCL
USER INTERFACE	SER #	W02-506605	INCL
ELEC SUB SYSTEM	SER #	W06-197788	INCL
DOC HANDLER	SER #	W13-002006	INCL
FINISHER	SER #	W90-376144	INCL
BINDER	SER #	W94-259147	INCL
LESS SALE CREDIT			56,839.00CR

Invoice

SUB TOTAL 154,500.00

TOTAL 154,500.00 *gmy*

TOTAL WARRANTY - 3 MONTHS
ORDER NUMBER 024932 CML - C2

ORDER DATE 12-20-91

INSTALLATION DATE 12-30-91

INSTALLATION READING - METER A 5000
- METER B 2000

RECEIVED

JAN 18 1992

COMPTROLLER OF TREASURY
OFFICE OF THE COMPTROLLER

XEROX FEDERAL IDENTIFICATION #16-046-8020

PLEASE DETACH THE "PAYMENT" PORTION AND RETURN WITH YOUR REMITTANCE

Refer Questions & Correspondence to Above Inquiry Address.

Payment

Ship To/Installed At:

Bill To:

SEND PAYMENT TO:

TOWSON STATE UNIV
PRINT SHOP
ADMINISTRATION BLD
BALTIMORE MD
21204

ST OF MD OFFICE OF
TREASURER STE 214
ATTN GARY AAMOLD
80 CALVERT ST
ANNAPOLIS MD
21401

XEROX CORPORATION
THE GATEWAY CENTRE
XEROX SQUARE-870-87L
ROCHESTER, N.Y. 14664

When Paying Electronically See Reverse Side
Invoice Amount

For Xerox Use Only

00-495-9391 1 095584058 031642394 01-06-92 THIS AMOUNT \$154,500.00
S0004552-1 W11031382H-10-UU-2N10-0
05 2271 UNMD 741926001 S 024932 5195 2 070N 0 3S UU

202100008070060 0316423944 0300000009 209558405862



EXHIBIT A-1

TO

EQUIPMENT SCHEDULE NO. 39

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

UNIVERSITY OF MARYLAND COLLEGE PARK

Item No.	Description	Part No.	Qty.
----------	-------------	----------	------

SEE ATTACHMENTS TO EXHIBIT A-2

EQUIPMENT LOCATION:

UNIVERSITY OF MARYLAND
BLDG. #038, ROOM 1113B
GEOGRAPHY
COLLEGE PARK, MARYLAND 20742

91MNB
05/08/91



EXHIBIT A-2

TO

EQUIPMENT SCHEDULE NO. 39

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

UNIVERSITY OF MARYLAND COLLEGE PARK

Vendor	Equipment Cost	Amount Financed	Acquisition Date
PAUL B. WILLIAMS, INCORPORATED	\$22,544.00	\$22,544.00	JAN 21, 1992

(SEE ATTACHED INVOICES)

91MNB
05/08/91



PAUL B. WILLIAMS, INCORPORATED
 2098 GAITHER ROAD
 ROCKVILLE, MD 20850

INVOICE NUMBER
 11002583

REMITTANCE COPY 1
 INVOICE

SALES REPRESENTATIVE

ORDER NO

TERMS

INVOICE DATE: 10/22/91
 CUSTOMER ACCT. NO: 14035362
 CUSTOMER P.O. NO: 6296834-P

ITEM CODE

UNIT PRICE

AMOUNT

QUANTITIES	DESCRIPTION	ITEM CODE	UNIT PRICE	AMOUNT
2	NEW SAVIN COPIER	9520N	11272.00/EA	22544.00
2	REVERSE DOC FEED	7207R	0.00/EA	0.00
2	FITESOPR MEX	7208R	0.00/EA	0.00
2	TOMER CARTRIDGE	4303	0.00/EA	0.00
2	DEVELOPER	4304	0.00/EA	0.00
1	31110H PAPER OIL	4213		0.00
1	SAVIN MODEL 9520 1D	363699	574 5814600018	
1	SAVIN MODEL 9520 1D	363693	574 5814600033	
1	SHIP TO:			
1	U OF MD GEOGRAPHY BLDG # 038			
1	COLLEGE PARK MD 20742 8225			
1	THANK YOU FOR YOUR ORDER			
1	IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE			
1	PLEASE CALL THE CREDIT DEPARTMENT ON 921-1800			
	SALES TAX			
	SHIPPING & HANDLING			
	TOTAL DUE			

RECEIVED
 OCT 22 1991
 STATE TREASURER'S OFFICE

ALL CLAIMS MUST BE PLACED WITHIN 5 DAYS
 NO GOODS MAY BE RETURNED FOR CREDIT WITHOUT OUR PRIOR WRITTEN AUTHORITY
 MAKE ALL CHECKS PAYABLE TO THE ORDER OF PAUL B. WILLIAMS, INC

RETURN REMITTANCE COPY WITH
 YOUR PAYMENT TO

STATE OF MD TREASURY
 GOLDSTEIN TREASURY BLDG
 80 CALVERT ST ROOM 21401
 ANNAPOLIS, MD 21401
 DR SUE TYLER

STATE OF MD TREASURY
 GOLDSTEIN TREASURY BLDG
 80 CALVERT ST ROOM 21401
 ANNAPOLIS, MD 21401
 ATTN: Accounts Payable

PAID BY WILLIAMS, INC
 P. O. BOX 10759
 ROCKVILLE, MD 20850

PAUL B. WILLIAMS, INCORPORATED
 2098 GAITHER ROAD
 ROCKVILLE, MD 20850

INVOICE NUMBER
11002883

INVOICE

SALES REPRESENTATIVE

ORDER NO

TERMS

INVOICE DATE

CUSTOMER ACCT. NO.

CUSTOMER P.O. NO.

SALES REPRESENTATIVE

ORDER NO

TERMS

10/22/91

18034367

6296934-P

SALES REPRESENTATIVE

ORDER NO

TERMS

QUANTITIES

DESCRIPTION

ITEM CODE

UNIT PRICE

AMOUNT

FEED 10 # 600661761

BOOK 578 PAGE 32

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE
 PLEASE CALL THE CREDIT DEPARTMENT ON 921-1800

TOTAL DUE

22544.00

ALL CLAIMS MUST BE PLACED WITHIN 5 DAYS
 NO GOODS MAY BE RETURNED FOR CREDIT WITHOUT OUR PRIOR WRITTEN AUTHORITY
 MAKE ALL CHECKS PAYABLE TO THE ORDER OF PAUL B. WILLIAMS, INC.

STATE OF MD TREASURY
 GOLDSTEIN TREATY ROOM 21401
 CALVERT ST ROOM 21401
 ANNAPOLIS, MD 21401
 OR SUR TYLER

STATE OF MD TREASURY
 GOLDSTEIN TREATY ROOM 21401
 CALVERT ST ROOM 21401
 ANNAPOLIS, MD 21401
 Accounts Payable

RETURN REMITTANCE COPY WITH
 YOUR PAYMENT TO

PAUL B WILLIAMS INC
 P. O. BOX 10759
 ROCKVILLE, MD 20850

EXHIBIT A-1
TO
EQUIPMENT SCHEDULE NO. 40
TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT
MORGAN STATE UNIVERSITY

Item No.	Description	Part No.	Qty.
-------------	-------------	----------	------

SEE ATTACHMENTS TO EXHIBIT A-2

EQUIPMENT LOCATION:

MORGAN STATE UNIVERSITY
ADMINISTRATIVE OFFICES
COLD SPRING LANE & HILLEN ROAD
BALTIMORE, MARYLAND 21239

91MNB
05/08/91



EXHIBIT A-2

BOOK 578 PAGE 34

TO

EQUIPMENT SCHEDULE NO. 40

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

MORGAN STATE UNIVERSITY

Vendor	Equipment Cost	Amount Financed	Acquisition Date
ENTIRE COMPUTER CENTER	\$31,196.00	\$31,196.00	JAN 14, 1992

(SEE ATTACHED INVOICES)

91MNB
05/08/91



1 Mall North, Columbia, MD 21044
 Columbia/Balt. (301) 995-1050
 Washington (301) 621-4530

INVOICE

BOOK 578 PAGE 35

Number 30121-3378

Date: 10/15/91

Customer No. _____

Class of Trade: _____

BILL TO: Morgan State University Accounts Payable Cold Spring Lane & Hillen Road Baltimore MD 21239	SHIP TO: Morgan State University Washington Service Center Cold Spring Lane & Hillen Road Baltimore MD 21239
--	---

Ship Via	F.O.B.	Terms	Paid By		
DELIVERY	DEST.	NET 30	Cash	Check	Charge
Customer Order Number	Order Date	Sales Person	Entré Purchase Agreement No.		
C002328		NYDELL			

Qty	Product Code	Description	Serial No.	Price
11		IBM PS/2 Model 55SX/60MB HD 2MB RAM S/N: 55CTY02, 55DCK09, 55DFY26, S/N: 55DDA81, 55DDT31, 55DHK8, S/N: 55DHN03, 55DHW10, 55DHW12, S/N: 55DVH49,		31196.00
11		IBM 8512 VGA Monitor S/N: 1425551, 1426279, 1426276, S/N: 1426285, 1426286, 1426287, S/N: 1426282, 1426277, 1426288, S/N: 1425543, 1425544		
11		2MB Extra RAM (installed)		
11		3COM Network Adaptor (installed)		
11		IBM DOS 5.0		
11		Microsoft Windows 3.0		
11		IBM Mouse		

RECEIVED

JAN 14 1992

STATE TREASURER'S OFFICE

FED #52-1240940

Special Instructions:		Sub-total	31196.00
		Sales Tax	0.00
		Total Price	31196.00
Received by:	Date:	Subject to all terms and conditions on the reverse side hereof.	Less Deposit
<i>Mark Halad</i>	10/15/91		0.00
		Balance Due	31196.00

EXHIBIT A-1
TO
EQUIPMENT SCHEDULE NO. 41
TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT
MORGAN STATE UNIVERSITY

Item No.	Description	Part No.	Qty.
----------	-------------	----------	------

SEE ATTACHMENTS TO EXHIBIT A-2

EQUIPMENT LOCATION:

MORGAN STATE UNIVERSITY
LIBRARY
COLD SPRING LANE & HILLEN ROAD
BALTIMORE, MARYLAND 21239

91MNB
05/08/91



EXHIBIT A-2

TO

EQUIPMENT SCHEDULE NO. 41

TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

MORGAN STATE UNIVERSITY

Vendor	Equipment Cost	Amount Financed	Acquisition Date
CARL SYSTEMS, INC.	\$93,285.00	\$93,285.00	JAN 14, 1992

(SEE ATTACHED INVOICES)

91MNB
05/08/91



CARL SYSTEMS, INC.

777 GRANT ST., SUITE 306
DENVER, CO 80203
(303) 861-5319

INVOICE

INVOICE NO. 100749B

BOOK 578 PAGE 38

SOLD TO:

MORGAN STATE UNIVERSITY
COLD SPRING LN
AND HILLEN RD (PAYABLES)
BALTIMORE MD 21239

SHIP TO:

MORGAN STATE UNIVERSITY
COLD SPRING LN
AND HILLEN RD (PAYABLES)
BALTIMORE MD 21239

ACCOUNT NO.	SALES PERSON	PURCHASE ORDER NO.	SHIP VIA	COL.	PPD	DATE SHIPPED	TERMS	INVOICE DATE	PA
10RG101		C002131				10/22/91	NET 30	10/22/91	

QTY. ORDERED	QTY. SHIPPED	QTY. BACK ORDERED	ITEM NO.	DESCRIPTION	UNIT PRICE	DISC.	EXTENDED PRICE
1	1			TANDEM 3613-1 ETHERNET	4000.000		4000.000
1	1			TANDEM 5623 MLAD SYST.	3995.000		3995.00
1	1			TANDEM 5165-1 SCSI BIC	850.000		850.00
1	1			TANDEM QB14	18000.000		18000.00
1	1			TANDEM 5516 LINE PRINT	11950.000		11950.00
1	1			TANDEM 76A-875 CABLE	400.000		400.00
1	1			TANDEM 6526A OPERATOR	995.000		995.00
1	1			TANDEM 6EC50 CABLE	65.000		65.00
1	1			TANDEM GUARDIAN 90XF	28160.000		28160.00
1	1			TANDEM 9060 X.25 AM	3930.000		3930.00
1	1			TANDEM 9086 MEASURE	4510.000		4510.00
1	1			TANDEM SE11 VIEWSYS	590.000		590.00
1	1			TANDEM 9375 MULTILAN	4100.000		4100.00
1	1			TANDEM SD20 TCP/IP	10500.000		10500.00
1	1			TANDEM 9407 IXF	1240.000		1240.00

SALES AMOUNT 93285.00

SALES TAX
FREIGHT

TOTAL 93285.00

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

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

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 ID# 276072
Date of Filing 1/18/89
Maturity date (if any) Record Reference Liber 450 at Page 191

Catherine R. Howard, Esq.
Michaels & Wishner, P.C.
1726 M Street, N.W., Suite 500
Washington, D.C. 20036

<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>
VITEQ Corporation	10000	Aerospace Road,	Lanham,	MD 20706

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Mr. Otis D. Coston, Stonemark Corporation,		1360 Beverly Road,	Suite 205,	McLean, VA 22102
Mr. Milton V. Peterson, Hazel/Peterson Companies,		12500 Fairlake Circle,	Suite 400,	Fairfax, VA 22033

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

RETURN TO:

RECORD FEE 10.00
 POSTAGE .50
 #365820 C489 R02 T09:39
 02/27/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT



Debtor(s) or assignor(s)

VITEQ Corporation _____ (Seal)
(Corporate, Trade or Firm Name)

Bert P. Helfinstein
(Type or print name under signature)

Mr. Otis D. Coston, Mr. Milton V. Peterson
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

10.00
50



USDA-FmHA
Form FmHA 462-12
(Rev. 9-6-78)

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

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

No. of additional sheets presented:

3. Maturity date (if any)

1. Debtor(s): (Last name first, and mailing address(es))
Victoria Associates
9600-A Martin Luther King Jr. Hwy.
Lanham, MD 20706

2. SECURED PARTY
UNITED STATES OF AMERICA
acting through
FARMERS HOME ADMINISTRATION
300 S. New St., Rm 2201
Dover, DE 19901
(County Office Address)

FOR FILING OFFICER ONLY
(Date, time, number and filing office)

RECORD FEE 10.00
POSTAGE .50
#365830 C489 R02 T09:40
02/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This Statement refers to original Financing Statement No. 232652 Liber 425 Page 325
Filed with Circuit Court A.A. County Date filed May 20 1980

- 5. Continuation. The original financing statement between the foregoing Debtor(s) 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. Partial Release Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.



By Debra K. Eason
Debra K. Eason
Title District Loan Technician
FARMERS HOME ADMINISTRATION

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

(1) Filing Officer Copy-Alphabetical

FmHA 462-12 (Rev. 9-6-78)

1000



State _____

BOOK 578 PAGE 41

County/City Anne Arundel 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:

This Termination Statement shall apply to Original Financing Statement, Identifying File No. 264958 recorded in Liber 505, Folio 502 on 12/3 19 86

1. Debtor(s):

Name(s) Harbour Climate Control Corp.

RECORD FEE 10.00

Address 907 A. Commerce Road

POSTAGE .50

Annapolis, MD 21401

#365840 C489 R02 T09:41

02/27/92

MARY M. ROSE

AA CO. CIRCUIT COURT

2. Secured Party:

Name Union Trust Company of Maryland -Now known as Signet Bank/MD

Address Baltimore & St. Paul Streets

Baltimore, Maryland 21203



The Secured Party further certifies they no longer claim a security interest under the original Financing Statement referred to above.

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 same to the party designated below:

RETURN TO: Debtor's Address

Secured Party:

Signet Bank/Maryland

Dated: JAN. 30, 1992

By: Judith L. Colvin

JUDITH L. COLVIN ASST MGR
(Type Name and Title)

10⁰⁰
56



285768

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 addresstes) FRANK JOSEPH AND SONS, INC. DBA JOLLY SHOWS 600 SHAW ROAD SEVERN, MD 21144	2. Secured Party(ies) and addresstes) SOUTHERN LEASING CORPORATION 1055 BROADWAY SUITE #990 KANSAS CITY, MO 64105-1599
---	---

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

RECORD FEE 12.00
POSTAGE .50
#366270 C489 R02 T11:03
02/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

One (1)-1992 Farfabbri 20 Meter "Giant Wheel" Portable Amusement Ride, SERIAL NUMBER: 035, Mounted on (1) Farfabbri Double Axle Trailer, SERIAL NUMBER: ZA9RPZA1530B78002, ALL COMPLETE WITH ALL ATTACHMENTS, ACCESSORIES, ADDITIONS AND REPLACEMENTS THERETO.

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

BL
CLERK

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 ARUND COUNTY

FRANK JOSEPH AND SONS, INC.
DBA JOLLY SHOWS

By: *Peter Joseph*
PETER JOSEPH, PRESIDENT

SOUTHERN LEASING CORPORATION

By: *Steph W. Arnold, Credit manager*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

17 12 30



285769

BOOK 578 PAGE 43

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

1. Debtor(s) (Last Name First) and address(es) FRANK JOSEPH AND SONS, INC. DBA JOLLY SHOWS 1411 COLONIAL COURT ANNAPOLIS, MD 21401	2. Secured Party(ies) and address(es) SOUTHERN LEASING CORPORATION 1055 BROADWAY SUITE #990 KANSAS CITY, MO 64105-1599	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #366280 C489 R02 T11:05 02/27/92 MARY M. ROSE AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: One (1)-1992 Farfabbri 20 Meter "Giant Wheel" Portable Amusement Ride, SERIAL NUMBER: 035, Mounted on (1) Farfabbri Double Axle Trailer, SERIAL NUMBER: ZA9RPZA1530B78002; ALL COMPLETE WITH ALL ATTACHMENTS, ACCESSORIES, ADDITIONS AND REPLACEMENTS THERETO.		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.

Filed with: ANNE ARUND COUNTY

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

FRANK JOSEPH AND SONS, INC.
DBA JOLLY SHOWS

By: *Peter Joseph*
Signature(s) of Debtor(s)
PETER JOSPEH, PRESIDENT

SOUTHERN LEASING CORPORATION

By: *Steph W Arnold, Credit Manager*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

12 1200 10



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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 279702

RECORDED IN LIBER 550 FOLIO 435 ON 1/17/90 (DATE)

1. DEBTOR

Name J. P. Fuller, Inc.

Address 1812 S. Crain Highway Glen Burnie, MD 21061

2. SECURED PARTY

Name Whirlpool Financial Corporation

Address P.O. Box 1119, Mt. Laurel, NJ 08054

RECORD FEE 10.00
POSTAGE .50
#366290 C489 R02 T11-06
02/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any)

BL
CLERK

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend #5 on original financing statement to read: All inventory purchased from the Crary Company and all Poulan lawnmower units, Poulan lawn tractors, Poulan garden tillers, and accessories thereof, including 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 financed by Whirlpool Financial Corporation.</p>	

By: Isla E. Merchant Sec.-Treas.

Isla E. Merchant (Sec. Treas.)
Type or print above signature on above line

Dated 2/19/92

Jeffrey Kremenich
(Signature of Secured Party)

Jeffrey Kremenich
Type or Print Above Name on Above Line

12 10:00



PARTIES

Debtor name (last name first if individual) and mailing address:
TRAINOR, STEPHAN MICHAEL
 LOT #7 HOLIDAY MBL ESTATES
 JESSUP, MD 20794

Debtor name (last name first if individual) and mailing address:
TRAINOR, SHELIA ANN
 LOT#7 HOLIDAY MBL ESTATES
 JESSUP, MD 20794

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC..
 P.O. BOX 4488
 WOODBRIDGE, VA 22194

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):

GREEN TREE ACCEPTANCE, INC..

SANDRA R. ROCKETT AGENT
Sandra R. Rockett - Agent

FINANCING STATEMENT #11312465
 Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

285770

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

NOT SUBJECT TO RECORDATION TAXES
ORIGINAL/CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR

BOOK **578** PAGE **45**

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

Number of Additional Sheets (if any): 6
Optional Special Identification (Max. 10 characters): 7
COLLATERAL 8

Identify collateral by item and/or type:
 1986 NASHUA 14x70 SN# DK-015311 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 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 **MARY M. ROSE**
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record): **AA CO. CIRCUIT COURT**

DEBTOR SIGNATURE(S)

Debtor Signature(s):
STEPHEN MICHAEL TRAINOR *Stephen Michael Trainor*
SHELIA ANN TRAINOR *Shelia Ann Trainor*

RETURN RECEIPT TO:
 GREEN TREE ACCEPTANCE, INC..
 P.O. BOX 4488
 WOODBRIDGE, VA 22194

PARTIES

Debtor name (last name first if individual) and mailing address:
YOUNG, ROBERTA
1508 C FLANDERS LAND
MARYLAND MANOR MHP
HARWOOD, MD 20776

Debtor name (last name first if individual) and mailing address:
OWEN, SUSAN D.
1508 C flanders lane
MARYLAND MANOR MHP
HARWOOD, MD 20776

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
P.O. BOX 4488
WOODBRIDGE, VA 22194

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.

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.

Sandra R. Rickett - Agent
STANDARD FORM - FORM UCC-1 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

285771

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): 285771 Date, Time, Filing Office (stamped by filing officer): 7/31/2279

NOT SUBJECT TO RECORDATION TAXES
ORIGINAL CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR
BOOK 578 PAGE 46

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

Number of Additional Sheets (if any): 6

Optional Special Identification (Max. 10 characters): 7

COLLATERAL

Identify collateral by item and/or type:
1985 REDMOND, WALDEN 26x52 SN#12215963 AND INCLUDING ALL FURNITURE, FIXTURES APPLIANCES AND APPURTENANCES, THEREIN, AND THERETO; INCLUDING BUT LIMITED TO THESE 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):



RECORD FEE 12.00
POSTAGE .50
#366630 C489 R02 T12#22
02/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR SIGNATURE(S)

Debtor Signature(s):
ROBERTA YOUNG *Roberta Young*
SUSAN D. OWEN *Susan D. Owen*

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.
P.O. BOX 4488
WOODBRIDGE, VA 22194

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

REORDER FROM
Registree, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

1200

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 41,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$287.00.

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

1. DEBTOR

Name All Stretched Out Limousine Service, Inc.

Address 878 Sycamore Hill Road Severn, Maryland 21144

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.

Address P.O. Box 676, 1331A Ashton Road Hanover, Maryland 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)

RECORD FEE 17.00
RECORD TAX 287.00
POSTAGE .50
#366640 C489 R02 T12#23
02/27/92

"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."



MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

All Stretched Out Limousine Service, Inc.

Lorena D. Cochran
(Signature of Debtor)

Lorena D. Cochran
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ORIX Credit Alliance, Inc.

Frankie Tetlow
(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Signature on Above Line

17.00
287.00
50

ORIX CREDIT ALLIANCE, INC.
70 KENNEDY AVENUE
NEW YORK, NEW YORK 10021

300 Lighting Way
Secaucus, New Jersey 07096-1525

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 21st day of February, 1992 by and between

All Stretched Out Limousine Service, Inc., having its principal place of business at

(Name of Mortgagor)
878 Sycamore Hill Road Severn, Maryland 21144

(Address of Mortgagor)
ORIX Credit Alliance, Inc. "Mortgagee";

"Mortgagor", and (If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.)

WITNESSETH:

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

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property, in any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to 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:

[Signature]
Secretary/Witness

All Stretched Out Limousine Service, Inc. (Seal)
Mortgagor

By *[Signature]*
(Title)

STATE OF Maryland }
COUNTY OF Anne Arundel } SS

Lorena D. Cockran being duly sworn, deposes and says:

She

1. *[initials]* is the President of All Stretched Out Limousine Service, 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 _____

[Signature]

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 attixed 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"

BOOK 578 PAGE 50

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated February 21, 1992 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Lincoln Towncar 100" Stretch Limousine	1991	1LNCM81W2MY742079
	And all attachments and accessories thereto.		
	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:

ORIX Credit Alliance, Inc.

By: _____

Debtor/Purchaser/Mortgagor/Lessee:

All Stretched Out Limousine Service, Inc.

By: Loena D. Cochran



To be filed among the:

- Financing Statement Records of Maryland State Department of Assessments and Taxation
- Financing Records Office of the Circuit Court for Anne Arundel County
- Financing Records Office of the Circuit Court for Cecil County
- Financing Records Office of the Circuit Court for Baltimore City

FINANCING STATEMENT (MARYLAND)

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

1. Name and Address of Debtors:

J. Cirelli General Contractors, Inc.
537 Ritchie Highway, Suite 2D
Severna Park, Maryland 21146

RECORD FEE 25.00
POSTAGE .50
#366650 C489 R02 T12#24
02/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. Names and Addresses of Secured Parties:

Reliance Insurance Company
4 Penn Center Plaza
Philadelphia, Pennsylvania 19103
Attention: Jacqueline Thorne Lewis, Esquire



and

United Pacific Insurance Company
4 Penn Center Plaza
Philadelphia, Pennsylvania 19103
Attention: Jacqueline Thorne Lewis, Esquire

3. This Financing Statement Covers the Following:

See the Continuing Agreement of Indemnity dated August 18, 1988, by and among J. Cirelli General Contractors, Inc., Reliance Insurance Company and United Pacific Insurance Company, attached hereto as Exhibit A.

4. This transaction is not present subject to recordation tax.

DEBTOR:

See Exhibit A for original signatures

To Filing Officer: After the Financing Statement has been recorded, please return to:

25-00
25-10
Robert F. Carney, Esquire
Whiteford, Taylor & Preston
7 St. Paul Street
Baltimore, Maryland 21202

RELIANCE INSURANCE COMPANIES

RECEIVED

OCT 3 1988

RELIANCE INSURANCE COMPANY
PHILADELPHIA, PENNSYLVANIA

UNITED PACIFIC INSURANCE COMPANY
FEDERAL WAY, WASHINGTON

PLANET INSURANCE COMPANY
FEDERAL WAY, WASHINGTON

CONTINUING AGREEMENT OF INDEMNITY—CONTRACTOR'S FORM

THIS AGREEMENT is made by the Undersigned for the continuing benefit of RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY and/or PLANET INSURANCE COMPANY (hereinafter referred to collectively as the Surety) for the purpose of saving each and all of them harmless and indemnifying each and all of them from all loss and expense in connection with any Bonds executed on behalf of any one or more of the following persons, firms or corporations:

J. Cirelli General Contractors, Inc.

(hereinafter referred to as Contractor).

WITNESSETH,

WHEREAS, the Contractor, individually or jointly with others, may desire or be required from time to time to give certain bonds, undertakings, or instruments of guarantee (all of which will hereinafter be included within the term "Bond" or "Bonds"), and

WHEREAS, upon the express condition that this instrument be executed, the Surety has executed or procured the execution of, and may hereafter execute or procure the execution of such Bonds.

NOW, THEREFORE, in consideration of the execution of any such Bond or Bonds and as an inducement to such execution, we, the Undersigned, agree and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

FIRST: To pay all premiums on said Bonds computed in accordance with the Surety's regular manual of rates in effect on the date said Bonds are executed.

SECOND: To indemnify, and keep indemnified, and hold and save harmless the Surety against all demands, claims, loss, costs, damages, expenses and attorneys' fees whatever, and any and all liability therefor, sustained or incurred by the Surety by reason of executing or procuring the execution of any said Bond or Bonds, or any other Bonds, which may be already or hereafter executed on behalf of the Contractor, or renewal or continuation thereof; or sustained or incurred by reason of making any investigation on account thereof, prosecuting or defending any action brought in connection therewith, obtaining a release therefrom, recovering or attempting to recover any salvage in connection therewith or enforcing by litigation or otherwise any of the agreements herein contained. Payment of amounts due Surety hereunder together with legal interest shall be payable upon demand.

THIRD: To furnish money to the Contractor or to the Surety as needed for the prompt payment of labor, materials, and any other costs or expenses in connection with the performance of contracts when and as requested to do so by the Surety.

FOURTH: To assign, transfer and convey, and each of the Undersigned does by these presents assign, transfer and convey to the Surety, as of the date of execution of said Bond or Bonds, as collateral security for the full performance of the covenants and agreements herein contained and the payment of any other indebtedness or liability of the Undersigned to the Surety, whether heretofore or hereafter incurred, the following:

- (a) All right, title and interest of the Undersigned in and to all machinery, equipment, plant, tools and materials which are, on the date of execution of any such Bond or Bonds, or may hereafter be, about or upon the site of the work to be performed under the contract referred to in and guaranteed by such Bond, or elsewhere for the purpose thereof, including as well materials purchased for or chargeable to said contract which may be in process of construction or in storage elsewhere or in transportation to said site;
- (b) All rights of the Undersigned in, or growing in any manner out of, said contract or any extensions, modifications, changes or alterations thereof or additions thereto;
- (c) All rights, actions, causes of action, claims and demands whatsoever which the Undersigned or any of them may have or acquire in any subcontract in connection with said contract, and against any subcontractor or any person, firm or corporation furnishing or agreeing to furnish or supply labor, materials, supplies, machinery, tools or other equipment in connection with or on account of said contract, and against any surety or sureties of any such materialmen, subcontractor, laborer or other person, firm or corporation;
- (d) All right, title and interest of the Undersigned in and to any and all percentages retained by the Oblige under said contract, and any and all estimated, payments, extras, final payments and other sums that, at the time of abandonment, forfeiture or breach of said contract or such Bond or Bonds or of the terms of this Agreement or at the time of any advance, payment or guaranty by the Surety for the purpose of avoiding such abandonment, forfeiture or breach, may be due or may hereafter become due under said contract to or on behalf of the Undersigned, together with any and all sums due or which may hereafter become due under or on all other contracts, bonded or unbonded, in which any or all of the Undersigned have an interest.

FIFTH: Each of the Undersigned does hereby irrevocably nominate and appoint any officer of the Surety the true and lawful attorney-in-fact of the Undersigned, with full right and authority, in the event the Contractor fails or is unable to complete the work called for by the contract guaranteed by any Bond or in the event of the breach of any provision of this Agreement to execute on behalf of, and sign the names of each of the Undersigned to, any voucher, release, satisfaction, check, bill of sale of all or any property by this Agreement assigned to the Surety or any other paper or contract necessary or desired to carry into effect the purposes of this Agreement; with full right and authority also, in such event, to dispose of the performance of said contract by subletting the same in the name of the Contractor or otherwise; and each of the Undersigned does hereby ratify and confirm all that such attorney-in-fact or the Surety may lawfully do in the premises and further authorizes and empowers the Surety and such attorney-in-fact and each of them to enter upon and take possession of the tools, plant, equipment, materials and subcontracts and all other collateral security mentioned in this Agreement and enforce, use, employ and dispose

thereof for the purposes set forth in this Agreement. Each of the Undersigned specifically agrees to protect, indemnify and hold harmless the Surety and such attorney-in-fact against any and all claims, damages, costs and expenses that may in any way arise or grow out of the exercise of the assignments contained in this Agreement and the powers herein granted, specifically waiving any claim which any Undersigned has or might hereafter have against the Surety or such attorney-in-fact on account of anything done in enforcing the terms of this agreement, assignments and power-of-attorney.

SIXTH: That the entire contract price of any contract referred to in a Bond or Bonds, whether in the possession of the Undersigned or another, shall be and hereby is impressed with a trust in favor of Surety for the payment of obligations incurred for labor, materials and services in the performance of the contract work for which Surety would be liable under such Bond or Bonds and for the purpose of satisfying the conditions of the Bond executed in connection with the contract.

SEVENTH: That if Surety shall be required or shall deem it necessary to set up a reserve in any amount to cover any claim, demand, liability, expense, suit, order, judgment or adjudication under or on any Bond or Bonds or for any other reason whatsoever, to immediately upon demand deposit with Surety an amount of money sufficient to cover such reserve and any increase thereof, such funds to be held by Surety as collateral, in addition to the indemnity afforded by this instrument, with the right to use such funds or any part thereof, at any time, in payment or compromise of any liability, claims, demands, judgment, damages, fees and disbursements or other expenses; and the Undersigned, in the event of their failure to comply with such demand, hereby authorize and empower any attorney of any court of record of the United States or any of its territories or possessions, to appear for them or any of them in any suit by Surety and to confess judgment against them or any of them for any sum or sums of money up to the amount of any or all Bond or Bonds, with costs, interest and reasonable attorneys' fees; such judgment, however, to be satisfied upon the payment of any and all such sums as may be found due by the Undersigned to Surety under the terms of this Agreement. Demand shall be sufficient if sent by registered or certified mail to the Undersigned at the address or addresses given herein or last known to Surety, whether or not actually received. The authority to confess judgment as set forth herein shall not be exhausted by any one exercise thereof, but may be exercised from time to time and more than one time until all liability of the Undersigned to Surety shall have been paid in full.

EIGHTH: All collateral security held by or assigned to the Surety may be used by the Surety at any time in payment of any claim, loss or expense which the Undersigned have agreed to pay hereby, whether or not such claim, loss or expense arises out of or in connection with such Bond or contract under which such collateral is held. The Surety may sell or realize upon any or all such collateral security, at public or private sale, with or without notice to the Undersigned or any of them, and with the right to be purchaser itself at any such public sale, and shall be accountable to the Undersigned only for such surplus or remainder of such collateral security or the proceeds thereof as may be in the Surety's possession after it has been fully indemnified as in this Agreement provided. The Surety shall not be liable for decrease in value or loss or destruction of or damage to such security, however caused.

NINTH: The Surety shall have the right, at its option and in its sole discretion:

- (a) To deem this Agreement breached should the Contractor become involved in any agreement or proceeding of liquidation, receivership, or bankruptcy, voluntarily or involuntarily, or should the Contractor if an individual die, be convicted of a felony, become a fugitive from justice, or for any reason disappears and cannot immediately be found by the Surety by use of usual methods.
- (b) To take possession of the work under any contract and at the expense of the Undersigned to complete or to contract for the completion of the same, or to consent to the letting of the completion thereof by the obligee in said contract Bond or Bonds, or to take such other steps as in the discretion of the Surety may be advisable or necessary to obtain its release or to secure itself from loss thereunder.
- (c) To adjust, settle or compromise any claim, demand, suit or judgment upon said Bond or Bonds, or any of them, unless the Undersigned shall request in writing the Surety to litigate such claim or demand, or defend such suit, or appeal from such judgment, and shall deposit with the Surety, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount to be used in paying any judgment or judgments rendered with interest, costs and attorney's fees.

All damage, loss or expense of any nature which the Surety may incur under Section Ninth shall be borne by the Undersigned.

TENTH: The Surety shall have the exclusive right for itself and for the Undersigned to decide and determine whether any claim, demand, suit or judgment upon said Bond or Bonds shall, on the basis of liability, expediency or otherwise, be paid, settled, defended or appealed, and its determination shall be final, conclusive and binding upon the Undersigned (except as provided in Section Ninth (c) hereof); and any loss, costs, charges, expense or liability thereby sustained or incurred, as well as any and all disbursements on account of costs, expenses and attorneys' fees, deemed necessary or advisable by the Surety, shall be borne and paid immediately by the Undersigned, together with legal interest. In the event of any payment, settlement, compromise or investigation, an itemized statement of the payment, loss, costs, damages, expenses or attorneys' fees, sworn to by any officer of the Surety or the voucher or vouchers or other evidence of such payment, settlement or compromise, shall be prima facie evidence of the fact and extent of the liability of the Undersigned to the Surety in any claim or suit hereunder and in any and all matters arising between the Undersigned and the Surety.

ELEVENTH: The Surety is further authorized and empowered to advance money or to guarantee loans to the Contractor which the Surety may see fit to advance to said Contractor for the purpose of any contract referred to in or guaranteed by said Bond or Bonds; and all money so loaned or advanced and all costs, attorneys' fees and expenses incurred by the Surety in relation thereto, unless repaid with legal interest when due, shall be conclusively presumed to be a loss by the Surety for which each and all of the Undersigned shall be responsible, notwithstanding said money or any part thereof so loaned or advanced to the Contractor for the purpose of any such contract should not be so used by the Contractor. The Undersigned hereby waive all notice of such advance or loan, or of any default or any other act or acts giving rise to any claim under any said Bond or Bonds, and waive notice of any and all liability of the Surety under any said Bond or Bonds or any and all liability on the part of the Undersigned to the effect and end that each of the Undersigned shall be and continue liable to the Surety hereunder notwithstanding any notice of any kind to which the Undersigned might have been or be entitled and notwithstanding any defenses which the Undersigned might have been or be entitled to make.

TWELFTH: No assent, assignment, change in time or manner of payment or other change or extension in the terms of any Bond or of any contract referred to in such Bond or in the general conditions, plans or specifications incorporated in such contract, granted or authorized by the Surety or the refusal to so grant or authorize, shall release, discharge or in any manner whatsoever affect the obligations assumed by the Undersigned in executing this Agreement of indemnity. This Agreement shall apply to any and all renewal, continuation or substitution bonds executed by the Surety. The Surety shall not be required to notify or obtain the approval or consent of the Undersigned prior to granting, authorizing or executing any assent, assignment, change or extension.

THIRTEENTH: Until the Surety shall have been furnished with competent legal evidence of its discharge without loss from any and all Bonds, the Surety shall have the right at all times to free access to the books, records and accounts of each of the Undersigned for the purpose of examining the same. Each of the Undersigned hereby authorizes and requests any and all depositories in which funds of any of the Undersigned may be deposited to furnish to the Surety the amount of such deposits as of any date requested and any person, firm or corporation doing business with the Undersigned is hereby authorized to furnish any information requested by the Surety concerning any transaction. The Surety may furnish copies of any and all statements, agreements and financial statements and any information which it now has or may hereafter obtain concerning each of the Undersigned, to other persons or companies for the purpose of procuring co-suretyship or reinsurance or of advising interested persons or companies.

FOURTEENTH: Each of the Undersigned does hereby waive all right to claim any property, including homestead as exempt from levy, execution, sale or other legal process under the law of any state, province or other government as against the rights of the Surety to proceed against the same for indemnity hereunder.

FIFTEENTH: The Surety shall have every right and remedy which a personal surety without compensation would have, including the right to secure its discharge from the suretyship and nothing herein contained shall be considered or construed to waive, abridge or diminish any right or remedy which the Surety might have if this instrument were not executed. The Undersigned will, on request of the Surety procure the discharge of the Surety from any Bonds, and all liability by reason thereof. Separate suits may be brought hereunder as causes of action may accrue, and the pendency or termination of any such suit shall not bar any subsequent action. The Surety shall be notified immediately by the Undersigned of any claim or action which may result in a claim against the Surety, such notice to be given by registered mail to the Surety at its Home Office. In the event of legal proceedings against the Surety, upon or on account of any said Bond or Bonds, the Surety may apply for a court order making any or all of the Undersigned parties defendants, and each Undersigned hereby consents to the granting of such application and agrees to become such a party defendant and to allow judgment, in the event of judgment against the Surety, to be rendered also against such Undersigned in like amount and in favor of the Surety, if the Surety so desires.

SIXTEENTH: The Surety reserves the right to decline to execute any such Bond; and if it shall execute any proposal Bond, and if the Contractor is awarded the contract, the Contractor shall not be obligated to obtain any Bond or Bonds required by the contract from the Surety nor shall the Surety be obligated to execute such Bond or Bonds.

SEVENTEENTH: This Agreement shall, in all its terms and agreements, be for the benefit of and protect any person or company joining with the Surety in executing said Bond or Bonds, or any of them, or executing at the request of the surety said Bond or Bonds, or any of them as well as any company or companies assuming co-suretyship or reinsurance thereon.

EIGHTEENTH: The Undersigned warrant that each of them is specifically and beneficially interested in the obtaining of each Bond. Failure to execute, or defective execution, by any party, shall not affect the validity of this obligation as to any other party executing the same and each such other party shall remain fully bound and liable hereunder. Invalidation of any portion or provision of this Agreement by reason of the laws of any state or for any other reason shall not render the other provisions or portions hereof invalid. Execution of any application for any Bond by the Contractor, or of any other indemnity agreement by any Undersigned for the Contractor shall in no way abrogate, waive or diminish any rights of Surety under this Agreement. The Undersigned acknowledge that the execution of this Agreement and the undertaking of indemnity was not made in reliance upon any representation concerning the financial responsibility of any Undersigned, or concerning the competence of the Contractor to perform.

NINETEENTH: Each of the Undersigned expressly recognizes and covenants that this Agreement is a continuing obligation applying to and indemnifying the Surety and that the rights of indemnification of each Surety signatory to this Agreement shall be individual and not joint with those of the other signatory Sureties as to any and all Bonds (whether or not covered by any application signed by Contractor—such application to be considered between the parties hereto as merely supplemental to this Continuing Agreement of indemnity) heretofore or hereafter executed by Surety on behalf of Contractor (whether contracting alone or as a Co-adventure) until this Agreement shall be canceled in the manner hereinafter provided. Any of the Undersigned may notify the Surety(ies) at its Head Office, of such Undersigned's withdrawal from this Agreement; such notice shall be sent by certified or registered mail and shall state when, not less than thirty days after receipt of such notice by the Surety, such withdrawal shall be effective. Such Undersigned will not be liable under this Agreement as to any Bonds executed by the Surety after the effective date of such notice; provided, that as to any and all such Bonds executed or authorized by the Surety prior to effective date of such notice and as to any and all renewals, continuations and extensions thereof or substitutions therefor (and, if a proposal or Bid Bond has been executed or authorized prior to such effective date, as to any contract Bond executed pursuant thereto) regardless of when the same are executed, such Undersigned shall be and remain fully liable hereunder, as if said notice had not been served. Such withdrawal by any Undersigned shall in no way affect the obligation of any other Undersigned who has given no such notice of termination.

TWENTIETH: That this Agreement shall constitute a Security Agreement to Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect, but that the filing or recording of this Agreement shall be solely at the option of Surety and that the failure to do so shall not release or impair any of the obligations of the Undersigned under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of Surety under this Agreement or otherwise.

Signed, sealed, and dated this 18th day of August, 19 88.

J. Cirelli General Contractors, Inc.
537 Ritchie Highway, Suite 2D
Severna Park, Maryland 21146

(Seal)

(Seal)

By: [Signature]
John C. Cirelli, President

Attest
By: [Signature]
Victoria M. Cirelli, Secretary

(Seal)

Name of Surety(ies) _____

By: [Signature]

By: [Signature]

Reliance Insurance Company
James P. Little, Assistant Secretary
4 Penn Center Plaza
Philadelphia, PA 19103

United Pacific Insurance Co.
James P. Little, Assistant Secretary
4 Penn Center Plaza
Philadelphia, PA 19103

STATE OF _____ ss.
COUNTY OF _____

On this _____ day of _____, 19____ before me personally appeared _____

to me known and known to me to be the individual(s) described in and who executed the foregoing agreement and acknowledged that _____ he executed the same for the purposes, considerations and uses therein set forth as _____ h _____ free and voluntary act and deed.

Notary Public, residing at _____
(Commission expires _____)

INDIVIDUAL AND PARTNERSHIP
ACKNOWLEDGEMENT

STATE OF Maryland ss.
COUNTY OF Ann Arundel

On this 18th day of August, 1988 before me personally came _____
John C. Cirelli

to me known, who being by me duly sworn, did repose and say: that he resides in Ann Arundel County, that he is the President of the J. Cirelli General Contractors, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

Sharon E. Mullett
Notary Public, residing at 615 Coy Ct. Millersville MD
(Commission expires 7-1-90)

CORPORATE
ACKNOWLEDGEMENT

STATE OF _____ ss.
COUNTY OF _____

On this _____ day of _____, 19____ before me personally came _____

to me known, who being by me duly sworn, did repose and say: that he resides in _____, that he is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

Notary Public, residing at _____
(Commission expires _____)

CORPORATE
ACKNOWLEDGEMENT

STATE OF _____ ss.
COUNTY OF _____

On this _____ day of _____, 19____ before me personally came _____

to me known, who being by me duly sworn, did repose and say: that he resides in _____, that he is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

Notary Public, residing at _____
(Commission expires _____)

CORPORATE
ACKNOWLEDGEMENT

IMPORTANT: Attach certified copy of Resolution authorizing execution of this instrument by Corporation.

AFFIDAVIT

BOOK 578 PAGE 56

The undersigned certifies to the Clerk of the Circuit Court for Anne Arundel County and Cecil County that the attached Financing Statement is a true photocopy of a fully executed Continuing Agreement of Indemnity filed on February 25, 1992 in the Financing Statement Records of the Maryland State Department of Assessments and Taxation. Pursuant to Section 9-402(2) of the Maryland Uniform Commercial Code, Commercial Law Article, Annotated Code of Maryland, the attached true photocopy is submitted for recordation among the Financing Records of the Circuit Court for Anne Arundel County, Cecil County and Baltimore City.



Robert F. Carney

Date: 2-25-92

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 205223

RECORDED IN LIBER 362 FOLIO 318 ON October 1, 1976 (DATE)

1. DEBTOR

Name Annapolis Roads Apartments Co.
Address 715 St. Paul Street, Baltimore, MD 21202

RECORD FEE 10.00
POSTAGE .50
#366660 C489 R02 T12:28
02/27/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Commonwealth of Pennsylvania School Employees' Retirement Fund
Address c/o The Fidelity Bank, P.O. Box 1300, Philadelphia, PA

BL
CLERK

SEND ACKNOWLEDGEMENT TO: Reilly Mortgage Group 1951 Kidwell Dr. Suite 700, Vienna, VA 22182

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: Salomon Brothers Realty Corp. One New York Plaza New York, NY 10004</p> <p>Property: As described in original financing statement.</p>	

Agent for:
Latimer & Buck, Inc. ~~Power of Attorney for~~
COMMONWEALTH OF PENNSYLVANIA
SCHOOL EMPLOYES' RETIREMENT FUND

William Williams
Signature of Secured Party President

Dated _____

Type or Print Above Name on Above Line

1500



A.A.
10150

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

Roll No. C040

Page No. B04

Identification No. 224410

Dated 10/17/82

1. Debtor(s) { Bartch Enterprises T/A Karmat Pizza
Name or Names—Print or Type
8531 Fort Smallwood Parkers MD 21220
Address—Street No., City - County State Zip Code

2. Secured Party { HARBOR LEASING ASSOCIATES II
Name or Names—Print or Type
701 Cathedral Street Baltimore, MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECORD FEE 10.00
POSTAGE .50
#366670 C489 R02 T12:29
02/27/92

4. Check Applicable Statement:

MARY M. ROSE
SA CO. CIRCUIT COURT

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



Dated: January 23, 1992

Harbor Leasing Associates II
Name of Secured Party

[Signature]
Signature of Secured Party

Mark M. Caplan, Partner
Type or Print (Include Title if Company)

Lucas Brö. Form T-1

10150

285774

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)
L. B. Smith, Inc.
Mid-South Division
7430 Montevideo Road
Jessup, MD 20794

2 Secured Party(ies) and address(es)
TEREX Division
5170 Hudson Drive
Hudson, OH 44236

3 Maturity date (if any):

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

RECORD FEE 13.00
POSTAGE .50
#365790 C489 R02 T09:34
02/27/92

MARY M. ROSE

AA CO. CIRCUIT COURT

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

See attached Schedule I

THIS IS A PURCHASE MONEY SECURITY INTEREST

NOT SUBJECT TO MARYLAND RECORDATION TAX TO PERFECT A SECURITY INTEREST IN INVENTORY.



TS49098

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:
 This financing statement is to be indexed in the real estate records of the county in which the real estate is situated.

Filed with: Office of Circuit Court Clerk

This instrument prepared by

L. B. Smith, Inc. Mid-South Division

TEREX Division

S.A. BADSTUBNER MGR. CREDIT & COLLECTIONS

By: *[Signature]*
Signature(s) of Debtor(s)
R.C. SHERWOOD EXEC. VP

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

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State

Filing Officer Copy — Alphabetical

The Ohio Legal Blank Co., Cleveland
Publishers and Dealers Since 1883

13-5

1300
50



SCHEDULE ITO
FINANCING STATEMENT BETWEEN
TEREX DIVISION ("SECURED PARTY")
AND L. B. SMITH, INC. ("DEBTOR")

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

A. The following property of Debtor, wherever located, whether now owned or hereafter acquired, and all additions and accessions to, and all identifiable cash proceeds of any of it: Each item of Debtors inventory of TEREX Service Parts purchased from Secured Party (including all such goods held for sale, or to be furnished under contracts of service), to the extent there is an indebtedness owing to secured party.

(PLEASE NOTE THAT THE SECURED PARTY CLAIMS A PURCHASE MONEY SECURITY INTEREST IN THE FOREGOING PROPERTY.)

B. In addition, the following property of Debtor, wherever located, whether now owned or hereafter acquired, and all additions and accessions to and all proceeds and products of any of it: All of Debtor's TEREX service parts inventory purchased from Seller (including, without limitation, all such goods held for sale, or to be furnished under contracts of service, and materials or supplies used or consumed in Debtor's business), and all accounts, chattel paper and instruments arising out of Debtor's ownership or disposition of said inventory and said other goods, and all trade-ins, spare and repair parts, and all returned or repossessed goods the sale of which gave rise to any of the foregoing and including without limitation, all of Debtor's interest in each item of property described in Paragraph A above to the extent that the Purchase Money Obligations for each item of said property have been paid. Said security interest in Additional Collateral shall secure and is limited to an amount equal to the unpaid purchase money obligations described in Paragraph A above at any given time, plus the promissory note dated November 20, 1981 including accrued interest outstanding, which note was issued as partial payment of the open account for previous parts inventory purchases, all of Buyer's debts, obligations and liabilities to Seller, however arising, whether previously, contemporaneously or hereafter made, incurred or created and whether voluntary or involuntary (such debts, obligations and liabilities, including, without limitation, the Purchase Money Obligations and any obligations arising under any Distributorship Agreement and/or Selling Agreement between Buyer and Seller, shall hereinafter be collectively referred to as the "Liabilities"). This additional security interest is limited to an amount equal to the unpaid purchase money obligations described in Paragraph A above at any given time.

Addendum A
L. B. Smith, Inc. Locations of Collateral

L. B. Smith, Inc. Camp Hill Division 2001 State Road Camp Hill, PA 17001-8134	L. B. Smith, Inc. Camp Hill Division Route 26 at Route 64 RD #5 - P. O. Box 430A Bellefonte, PA 16823
L. B. Smith, Inc. Atlantic Division Chemical & Gravers Roads Plymouth Meeting, PA 19462	L. B. Smith, Inc. Atlantic Division 1 L. B. Smith Court Rt. 513 - P. O. Box 74 Califon, NJ 07830
L. B. Smith, Inc. Atlantic Division 1146 Highway 315 Wilkes-Barre, PA 18702	L. B. Smith, Inc. Allegheny Division 20460 - Route #19 North Evans City, PA 16033
L. B. Smith, Inc. Central NY Region 5985 Court Street Road Syracuse, NY 13206-0065	L. B. Smith, Inc. Central NY Region 783 Wangum Road Fisher, NY 14453
L. B. Smith, Inc. Eastern NY Region 830 South Pearl Street Albany, NY 12201-1578	L. B. Smith, Inc. Eastern NY Region Route 17 M New Hampton, NY 10958
L. B. Smith, Inc. Western NY Region 2260 Sheridan Drive Buffalo, NY 14223-0160	L. B. Smith, Inc. Mid-South Division 7430 Montevideo Rd. Jessup, MD 20794
L. B. Smith, Inc. Southeast Division 11425 Reames Road Charlotte, NC 28269	L. B. Smith, Inc. Southeast Division 2100 Highway 70-A East Clayton, NC 27520
L. B. Smith, Inc. Southeast Division 2303 Edmund Highway Cayce, SC 29033	L. B. Smith, Inc. Southeast Division Hanover Industrial Air Park 504 Licking Hole Road Ashland, VA 23005
L. B. Smith, Inc. Southeast Division 2025 Cook Drive Salem, VA 24153	L. B. Smith, Inc. Southwest Division 3650 No. Mingo Valley Expway Tulsa, OK 74116
L. B. Smith, Inc. Southwest Division 1732 South Meridian Avenue Oklahoma City, OK 73108	L. B. Smith, Inc. Florida Division 410 Taft Vineland Road Orlando, FL 32824

This statement refers to ORIGINAL Financing Statement bearing File no. **283837** Which was filed **June 6** 19 **91**
CHATTEL RECORDS BOOK 568 PAGE 361 & 362

1 Debtor(s) Name (Last Name First) and Complete Address(es) D & G Limited Partnership 201 Revell Highway Annapolis, MD. 21401	2 Secured Party(s) Name and Complete Address(es) THE MONEY STORE INVESTMENT CORPORATION 220 Commerce Drive, Suite 230 Fort Washington, PA. 19034 <p style="text-align: center; font-weight: bold;">BOOK 578 PAGE 62</p>	This Space for use of Filing Officer (Date, Time and Filing Office) <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #366680 C489 R02 T12:3233 02/27/9222 MARY M. ROSE AA CO. CIRCUIT COURT</p>
---	--	--

CHECK (X) THE ITEMS WHICH APPLY

3 () CONTINUATION STATEMENT R.S. 12A-9-403 The ORIGINAL Financing Statement bearing the above File Number between the above named Debtor and Secured Party is still effective.	4 (X) TERMINATION STATEMENT R.S. 12A-9-404 The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above.
5 () STATEMENT OF ASSIGNMENT R.S. 12A-9-405 The above named Secured Party certifies that he has assigned all () or part () of his rights under the ORIGINAL Financing Statement bearing the file number shown above, to (Assignee(s) of Secured Party(s) Name and Complete Address(es)):	6 () STATEMENT OF PARTIAL RELEASE R.S. 12A-9-406 The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above, the collateral described below



7. DESCRIPTION OF COLLATERAL Check which: () RELEASED () ASSIGNED () AMENDED
 () R.S. 12A:9-103 Collateral already subject to a security interest in the State of

10
5

8. () (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name and address of record owner.) () (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name and address of record owner.)

9 () PROCEEDS of Collateral are also covered. 10 () PRODUCTS of Collateral are also covered. No. of additional sheets presented ()
 11. (X) Filed with: County Recording Officer of **Anne Arundel** County: () Secretary of State.
 Signature(s) of Secured Party(s) or Assignee(s)

Dated November 22, 19 91
The Money Store Investment Corporation

Sheldon M. Wallerstein (Not Valid Unless Signed)
Assistant Vice President



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

Maturity date (if any)

This statement refers to ORIGINAL Financing Statement bearing File no.

283838

Which was filed

CHATTEL RECORDS BOOK 568 Page 363 & 364

June 6 1991

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

Texas Steaks and BBQ, Inc.
201 Revell Highway
Annapolis, MD. 21401

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

The Money Store Investment Corporation
220 Commerce Drive, Suite 230
Fort Washington, PA. 19034

This Space for use of Filing Officer (Date, Time and Filing Office)

BOOK 578 PAGE

RECORD FEE 10.00
POSTAGE .50

#366690 C489 R02 T12#33
02/27/92

MARY M. ROSE
AA CO. CIRCUIT COURT



CHECK (X) THE ITEMS WHICH APPLY

3 () CONTINUATION STATEMENT RS 12A:9-403
The ORIGINAL Financing Statement bearing the above File Number between the above named Debtor and Secured Party is still effective.

4 (X) TERMINATION STATEMENT RS 12A:9-404
The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above.

5 () STATEMENT OF ASSIGNMENT RS 12A:9-405
The above named Secured Party certifies that he has assigned all () or part () of his rights under the ORIGINAL Financing Statement bearing the file number shown above, to (Assignee(s) of Secured Party(s) Name and Complete Address(es)):

6 () STATEMENT OF PARTIAL RELEASE RS 12A:9-406
The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above, the collateral described below:

7. DESCRIPTION OF COLLATERAL Check which: () RELEASED () ASSIGNED () AMENDED
() R.S. 12A:9-103 Collateral already subject to a security interest in the State of

10
30

8 () (If collateral is crops). The above described crops are growing or are to be grown on. (Description of real estate and name and address of record owner.)

() (If collateral is goods which are or are to become fixtures). The above described goods are affixed or are to be affixed to: (Description of real estate and name and address of record owner.)

9 () PROCEEDS of Collateral are also covered.

10 () PRODUCTS of Collateral are also covered

No. of additional sheets presented ()

11. (X) Filed with: County Recording Officer of

Anne Arundel

County: () Secretary of State.

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

Dated: November 22, 19 91

The Money Store Investment Corporation

Sheldon M. Wallerstein
Assistant Vice President

(Not Valid Unless Signed)

FILING OFFICERS COPY

— This form of financing statement is approved by the Secretary of State of New Jersey.
FORM UCC-3 STANDARD FORM — UNIFORM COMMERCIAL CODE

THESE FORMS MAY BE PURCHASED FROM:
ALL-STATE LEGAL SUPPLY CO.
1 COMMERCE DR., CRANFORD, N.J. 07016



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

Maturity date
(if any)

This statement refers to ORIGINAL Financing Statement bearing File no.

283839
CHATTEL RECORDS BOOK 568 PAGE 365

Which was filed

June 6 1991

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

Gloria A. Sager
201 Revell Highway
Annapolis, MD. 21401

2 Secured Party(s) Name and Complete Address(es)

The Money Store Investment Corporation
220 Commerce Drive, Suite 230
Fort Washington, Pa. 19034

This Space for use of Filing Officer
(Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#366700 C489 R02 T12:33
02/27/92

BOOK 578 PAGE 64

CHECK (X) THE ITEMS WHICH APPLY

3 () CONTINUATION STATEMENT R.S. 12A 9-403
The ORIGINAL Financing Statement bearing the above File Number between the above named Debtor and Secured Party is still effective.

4 (X) TERMINATION STATEMENT R.S. 12A 9-404
The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above.

5 () STATEMENT OF ASSIGNMENT R.S. 12A 9-405
The above named Secured Party certifies that he has assigned all () or part () of his rights under the ORIGINAL Financing Statement bearing the file number shown above, to (Assignee(s) of Secured Party(s) Name and Complete Address(es)):

6 () STATEMENT OF PARTIAL RELEASE R.S. 12A 9-406
The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above, the collateral described below

MARY M. ROSE
AA CO. CIRCUIT COURT



7 DESCRIPTION OF COLLATERAL Check which: () RELEASED () ASSIGNED () AMENDED

() R.S. 12A:9-103 Collateral already subject to a security interest in the State of

8 () (If collateral is crops) The above described crops are growing or are to be grown on. (Description of real estate and name and address of record owner.)

() (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to. (Description of real estate and name and address of record owner.)

9 () PROCEEDS of Collateral are also covered.

10 () PRODUCTS of Collateral are also covered

No. of additional sheets presented ()

11 (X) Filed with County Recording Officer of

Anne Arundel

County: () Secretary of State

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

The Money Store Investment Corporation

Dated: November 22, 1991

Sheldon M. Wallerstein
Assistant Vice President

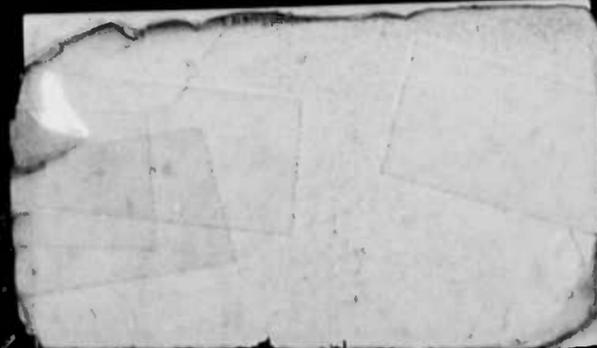
(Not Valid Unless Signed)

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COPY

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FORM UCC-3 STANDARD FORM — UNIFORM COMMERCIAL CODE

THESE FORMS MAY BE PURCHASED FROM:
ALL-STATE LEGAL SUPPLY CO
1 COMMERCE DR., CRANFORD, N.J. 07016

1050



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

Maturity date (if any)

This statement refers to ORIGINAL Financing Statement bearing File no. 283840

Which was filed

June 6 1991

CHATTEL RECORDS BOOK 568 PAGE 366

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

Peter C. Gabardini, Jr.
201 Revell Highway
Annapolis, MD. 21401

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

The Money Store Investment Corporation
220 Commerce Drive, Suite 230
Fort Washington, PA. 19034

BOOK 578 PAGE 65

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02/27/92

MARY M. ROSE

AA CO. CIRCUIT COURT



CHECK (X) THE ITEMS WHICH APPLY

3. () CONTINUATION STATEMENT R.S. 12A:9-403

The ORIGINAL Financing Statement bearing the above File Number between the above named Debtor and Secured Party is still effective.

4. (X) TERMINATION STATEMENT R.S. 12A:9-404

The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above.

5. () STATEMENT OF ASSIGNMENT R.S. 12A:9-405

The above named Secured Party certifies that he has assigned all () or part () of his rights under the ORIGINAL Financing Statement bearing the file number shown above, to (Assignee(s) of Secured Party(s) Name and Complete Address(es)):

6. () STATEMENT OF PARTIAL RELEASE R.S. 12A:9-406

The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above, the collateral described below.

7. DESCRIPTION OF COLLATERAL

Check which () RELEASED () ASSIGNED () AMENDED

() R.S. 12A:9-103 Collateral already subject to a security interest in the State of

10-5

8. () (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name and address of record owner.)

() (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name and address of record owner.)

9. () PROCEEDS of Collateral are also covered.

10. () PRODUCTS of Collateral are also covered.

No. of additional sheets presented ()

11. (X) Filed with: County Recording Officer of

Anne Arundel

County: () Secretary of State

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

The Money Store Investment Corporation

Dated: November 22 1991

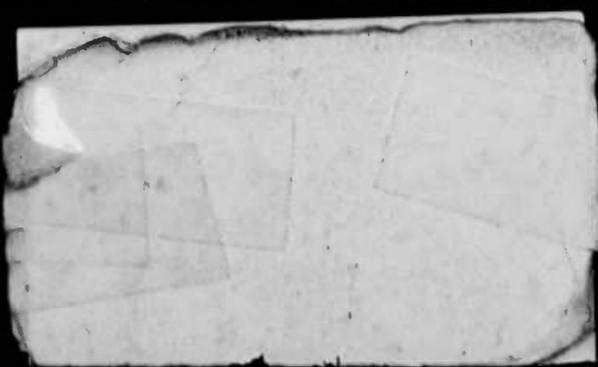
Sheldon M. Wallerstein
Assistant Vice President

(Not Valid Unless Signed)

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FORM UCC-3 STANDARD FORM — UNIFORM COMMERCIAL CODE

THESE FORMS MAY BE PURCHASED FROM:
ALL-STATE LEGAL SUPPLY CO.
1 COMMERCE DR., CRANFORD, N.J. 07016



This statement refers to ORIGINAL Financing Statement bearing File no. **283841** CHATTEL RECORDS BOOK **568** PAGE **367** June 6 1991

1 Debtor(s) Name (Last Name First) and Complete Address(es)
Danny G. Sager
201 Revell Highway
Annapolis, MD. 21401

2 Secured Party(s) Name and Complete Address(es)
The Money Store Investment Corporation
220 Commerce Drive, Suite 230
Fort Washington, PA. 19034

This Space for use of Filing Officer (Date, Time and Filing Office)

BOOK 578 PAGE 66

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02/27/92

MARY M. ROSE
AA CO. CIRCUIT COURT



CHECK (X) THE ITEMS WHICH APPLY

3 () CONTINUATION STATEMENT R.S. 12A:9-403
The ORIGINAL Financing Statement bearing the above File Number between the above named Debtor and Secured Party is still effective.

4 (X) TERMINATION STATEMENT R.S. 12A:9-404
The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above.

5 () STATEMENT OF ASSIGNMENT R.S. 12A:9-405
The above named Secured Party certifies that he has assigned all () or part () of his rights under the ORIGINAL Financing Statement bearing the file number shown above, to (Assignee(s) of Secured Party(s) Name and Complete Address(es)).

6 () STATEMENT OF PARTIAL RELEASE R.S. 12A:9-406
The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above, the collateral described below.

7. DESCRIPTION OF COLLATERAL Check which: () RELEASED () ASSIGNED () AMENDED
() R.S. 12A:9-103 Collateral already subject to a security interest in the State of

8. () (If collateral is crops). The above described crops are growing or are to be grown on: (Description of real estate and name and address of record owner.) () (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name and address of record owner.)

9 () PROCEEDS of Collateral are also covered. 10 () PRODUCTS of Collateral are also covered. No. of additional sheets presented ()

11 (X) Filed with County Recording Officer of Anne Arundel County: () Secretary of State.

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

The Money Store Investment Corporation

Dated: November 22, 1991

Sheeldon M. Wallerstein
Assistant Vice President (Not Valid Unless Signed)

FILING OFFICERS COPY

— This form of financing statement is approved by the Secretary of State of New Jersey. FORM UCC-3 STANDARD FORM — UNIFORM COMMERCIAL CODE

THESE FORMS MAY BE PURCHASED FROM:
ALL-STATE LEGAL SUPPLY CO.
1 COMMERCE DR., CRANFORD, N.J. 07016

10-50



To Be Recorded:

 Among the Financing Statement Records of Anne Arundel County, Maryland.

 Among the Records of the Maryland State Department of Assessments and Taxation.

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

Principal Amount is \$83,125.00.

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

FINANCING STATEMENT

1. Debtors: Ronald W. Freeland
5 Central Avenue
Glen Burnie, MD 21061

Betty W. Freeland
5 Central Avenue
Glen Burnie, MD 21061
2. Secured Party: Glen Burnie Urban Renewal Associates
7779 New York Lane
Glen Burnie, MD 21061

3. This Financing Statement covers the following types of property: All fixtures, furniture, or personal property of any kind, now or hereafter located in the below described properties. All rents, issues and profits from the said properties; all contract rights of and from the properties; and all building materials and equipment now or hereafter delivered to the properties intended to be installed therein.

4. The above described personal property may be affixed to the real property, described in Exhibit A attached hereto and made a part hereof.

c:\bw\attman\financing.sta

RECORD FEE 12.00
POSTAGE .50
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02/27/92
MARY H. ROSE
PP. CO. CIRCUIT COURT



12
5



5. Proceeds of collateral are covered.

BOOK 578 PAGE 68

6. Products of collateral are covered.

DEBTORS:


Ronald W. Freeland


Betty T. Freeland

Dated: 2/21/92

Filing Officer: After Recording Please Return to:

GlenAyr Title Company, Inc.
11 Crain Highway, NE
Glen Burnie, MD 21061

~~(301) 539-6967~~

EXHIBIT A

5 Central Avenue

Being known and designated as Lot 3 on Plat No. 7805 entitled Crain Central Station, recorded among the Land Records of Anne Arundel County in Plat Book 144, page 32.

Formerly known as Lot 3 on Plat No. 7342 entitled Glen Burnie Plat No. 2, recorded among the Land Records of Anne Arundel County in Plat Book 141, page 19.

Being part of the property described in a Confirmatory Deed dated March 21, 1986 from Crain Resources Enterprises, Inc. to Glen Burnie Urban Renewal Associates, recorded among the Land Records of Anne Arundel County in Book 4050, page 447.

c:\bw\attman\financing.ats



FINANCING STATEMENT

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

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

RECORD FEE 11.00
 POSTAGE .50
 #367620 C489 R02 T10:29
 02/28/92
 MARY H. ROSE
 AA CO. CIRCUIT COURT

5. Debtor(s) Name(s): Karen G. Connolley
 Address(es): P.O. Box 884
 Severna Park, MD. 21146

6. Secured Party: AMERICAN SECURITY BANK, N.A.
 Attention: LDRU 250603
 Address: c/o Commercial Loan Documentation Review Unit
 100 S. Charles Street
 Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, 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:

Karen G. Connolley (Seal) _____ (Seal)
 Karen G. Connolley

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

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

Return To:
 LSU Trust & Mortgage
 100 S. Charles Street
 Baltimore, MD 21201

1100
30



SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between American Security Bank, N.A. and Karen G. Connolley

All of the Debtor's right, title and interest in and to Account Number #615771 maintained with Security Trust Company, N.A. together with all funds now or at any time hereafter on deposit therein or payable thereon.

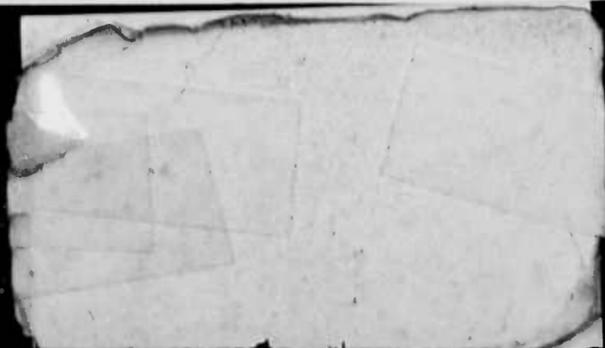
Return To:
LSU Team 2 Mailstop 250925
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

x Karen G. Connolley (SEAL)
Karen G. Connolley

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)



FINANCING STATEMENT

285781

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 \$ 1,700,000.00

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 State Department of Assessments & Taxation

5. Debtor(s) Name(s):
Radamerica, Inc.

Address(es):
9105 Franklin Square Drive
Baltimore, Maryland 21237

RECORD FEE 11.00
POSTAGE .50
#367630 C489 R02 T10:29
02/28/92
MARY M. ROSE
CIRCUIT COURT

See Attached Schedule A for additional addresses

6. Secured Party:

MARYLAND NATIONAL BANK
Attention: LDRU 250603

Address:
100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, 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: Radamerica, Inc.

By: X David Spearman (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

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

Return To: _____ (Seal)
LSU Team 2 Mailbox 250625
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

1100



SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Maryland National Bank and Radamerica, Inc.

Section 5, Debtor's Address(es) continued

7620 York Road
Towson, Maryland 21204

203 Hospital Drive
Glen Burine, Maryland 21061

Section 7, Collateral Description continued

Kermath TSL-XY Radiographic/Fluoroscopic Therapy Simulator, Serial # _____

Return To:
LSU Team 2 Mailstop 250625
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

Radamerica, Inc.

BY: David Spearman (SEAL)
David Spearman, President

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)



FINANCING STATEMENT

1. To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
2. To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3. Not Subject to Recordation Tax.
4. Recordation Tax has been paid on the principal amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s)	Address(es)		
SMITH BUS SERVICE, INC.	2355 Bell Branch Road Gambrills, Maryland 21054		
6. Secured Party	Address	RECORD FEE	17.00
FIRST NATIONAL BANK OF MARYLAND	18 West Street	POSTAGE	.50
	Annapolis, Maryland 21401	4320610 0203 R04 T11:42	02/28/92

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust and Security Agreement dated February 24, 1992 from Debtor(s) to Norman S. Hovermale and June R. Hornick, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an

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

DEBTOR(S):

SMITH BUS SERVICE, INC.

By: *Robert S. Smith* (SEAL)
Robert S. Smith, President

SECURED PARTY:

FIRST NATIONAL BANK OF
MARYLAND

By: *June R. Hornick* (SEAL)
June R. Hornick,
Assistant Vice-President

Mr. Clerk: Please return to: Snider, Buck & Migdal, Chartered
Attn: Pat Weiss
P.O. Box 2400
Annapolis, Maryland 21404

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

KC\DAILY\BERRY.FIN-12/19-11:40am

ALL OF THAT LOT, PIECE OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE FOURTH ASSESSMENT DISTRICT OF ANNE ARUNDEL COUNTY, IN THE STATE OF MARYLAND, AND MORE PARTICULARLY DESCRIBED ACCORDING TO A PLAT AND SURVEY THEREOF MADE BY C.D. MEEKINS & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, IN FEBRUARY, 1992:

BEGINNING FOR THE SAME AT A PIPE FOUND ON THE NORTHWESTERNMOST SIDE OF BUCKLINA AVENUE WHICH MARKS THE POINT OF BEGINNING DESCRIBED IN THAT CONVEYANCE FROM MIDWAY INVESTMENT COMPANY TO BUCKLINA PARTNERSHIP BY DEED DATED THE 17TH DAY OF DECEMBER, 1984 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 3859, PAGE 93. THENCE FROM THE POINT OF BEGINNING SO FIXED, LEAVING SAID BUCKLINA AVENUE, BINDING ON PART OF THE OUTLINES DESCRIBED IN SAID CONVEYANCE TO BUCKLINA PARTNERSHIP, WITH MERIDIAN CORRECTED, AND AS NOW SURVEYED

- (1) NORTH 30° 29' 53" EAST, 150.00 FT. TO A PIPE FOUND; THENCE
- (2) NORTH 59° 30' 07" WEST, 331.50 FT. TO A PIPE FOUND; THENCE
- (3) NORTH 30° 29' 53" EAST, 150.00 FT. TO A PIPE FOUND ON THE SOUTHEASTERNMOST SIDE OF BETSON AVENUE; THENCE BINDING ON THE SOUTHEASTERNMOST SIDE OF SAID BETSON AVENUE
- (4) NORTH 59° 30' 07" WEST, 224.39 FT. TO A PIPE SET, SAID LAST MENTIONED POINT MARKS THE POINT OF BEGINNING DESCRIBED IN THAT CONVEYANCE FROM SAMUEL S. OWINGS TO ANNE ARUNDEL COUNTY, MARYLAND BY DEED DATED THE 10TH DAY OF MAY, 1991 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER 5326, PAGE 418; THENCE LEAVING SAID BETSON AVENUE AND BINDING ON PART OF THE OUTLINES DESCRIBED IN SAID CONVEYANCE FROM OWINGS, WITH MERIDIAN CORRECTED AS AFORESAID AND AS NOW SURVEYED
- (5) SOUTH 71° 29' 10" WEST, 32.80 FT. TO A PIPE SET DEFINING A 60 FT. RIGHT OF WAY OF LOKUS ROAD; THENCE BINDING ON THE NORTHEASTERNMOST RIGHT OF WAY LINE OF SAID LOKUS ROAD
- (6) SOUTH 22° 28' 27" WEST, 252.91 FT. TO A PIPE SET; THENCE

- (7) SOUTH 18° 30' 40" EAST, 37.74 FT. TO A PIPE SET ON THE NORTHWESTERNMOST SIDE OF BUCKLINA AVENUE; THENCE LEAVING SAID CONVEYANCE FROM OWINGS AND BINDING ON SAID BUCKLINA AVENUE AND BINDING ON PART OF THE OUTLINE DESCRIBED IN THE AFOREMENTIONED CONVEYANCE TO BUCKLINA PARTNERSHIP, WITH MERIDIAN CORRECTED, AND AS NOW SURVEYED
- (8) SOUTH 59° 30' 07" EAST, 513.62 FT. TO THE POINT OF BEGINNING. CONTAINING 2.698 ACRES OF LAND, MORE OR LESS WITHIN THE BOUNDS OF THIS DESCRIPTION.

BEING A PART OF THAT CONVEYANCE FROM MIDWAY INVESTMENT COMPANY TO BUCKLINA PARTNERSHIP BY DEED DATED THE 17TH DAY OF DECEMBER, 1984 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 3859, PAGE 93.

92-2167
2/3/92
2167LGL.DES



285783

225706

FINANCING STATEMENT

BOOK 578 PAGE 77

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

1. Name of Debtor(s): NEIL E. PADGETT, MD PA
Address: 7706 Quarterfield Road
Glen Burnie, Maryland 21061

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:
All Accounts of Debtor, whether now existing or hereafter arising;

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
MAY 16 1986
CIRCUIT COURT

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s): NEIL E. PADGETT, MD PA
Neil E. Padgett, MD, President
.....
.....Neil E. Padgett,.....
.....
.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *Denise M. Sutton*
.....Denise M. Sutton, Branch Officer
(Type Name and Title)

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

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)



285784

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 35,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Southern Maryland Cable, Inc.

5928 Solomons Island Road
Tracy's Landing, MD 20779

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-John Deere 510C Rubber Tire Loader/Backhoe SN 767355 equipped with ERops Cab. Extend-A-Hoe Backhoe, 24" 36" and 12" Excavator Buckets and Set of Front Mounted Forks.

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

3. XX Proceeds } of the collateral are also specifically covered.
XX 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 245.00
 POSTAGE .50
 #368480 C489 R02 T10:05
 03/02/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

Debtor (or Assignor)
 Southern Maryland Cable, Inc.
 BY: *F. Ray Weems*
 F. Ray Weems, President

Secured Party (or Assignee)
 FARMERS NATIONAL
 BANK OF MARYLAND

BY: *Ross J. Selby*

Type or print names under signatures

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

1100
245.00



285785

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) M. MICHELLE VERMILYEA 2706 RIVERVIEW DRIVE ANNAPOLIS, MD. 21401	2. Secured Party(ies) and address(es) COUNTRY STOVE & CHIMNEY SHOPPE 3157 SOLOMONS ISLAND ROAD EDGEWATER, MD. 21037	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #077000 C191 R03 T14:20 5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FINANCIAL SERVICES, INC. 2568 A RIVA ROAD # 101 ANNAPOLIS, MD. 21401 03/02/92 HARY * RISE AA, MD. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: WHITFIELD PRODIGY PELLET STOVE, SLATE PAD & DIRECT VENT CONNECTION.		

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: M. Michelle Vermilyea Signature(s) of Debtor(s)

By: Country Stove + Chimney Shoppe Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical



To Be Filed In The Chattel
Records of Anne Arundel County,
Maryland

Not Subject To Recordation
Tax

ASSIGNMENT OF FINANCING STATEMENT

This Assignment of Financing Statement refers to the Original Financing Statement filed in the Chattel Records of Anne Arundel County, Maryland on September 30, 1985, referred to as Identification No. 258658, in Liber 490, Folio 196.

1. DEBTOR: DONALD E. GREMLER and
MARY BELL GREMLER
400 East Joppa Road
Towson, Maryland 21204
and
6656 Ritchie Highway
Glen Burnie, Maryland 21061
2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A.
C/O RESOLUTION TRUST CORPORATION, as
Receiver for Baltimore Federal
Financial, F.S.A.
Suite 2300, 100 Colony Square
Box 68, Atlanta, Georgia 30361
3. ASSIGNEE: EASTERN SAVINGS BANK, fsb
Suite 200
Executive Plaza II
11350 McCormick Road
Hunt Valley, Maryland 21031
Attention: Richard M. Kovens
Senior Vice President

RECORD FEE 10.00
STAGE .50
#0191 R03 T13:40

4. The SECURED PARTY certifies that the SECURED PARTY has assigned to the ASSIGNEE whose name and address are shown above all of the right, title and interest of the SECURED PARTY under the Original Financing Statement as hereinabove set forth in all property covered by the said Original Financing Statement, including but not limited to the following property: See Schedule A attached hereto.

05/02/92
ROSE

SECURED PARTY:

RESOLUTION TRUST CORPORATION,
as Receiver for Baltimore Federal
Financial, F.S.A.

DATED: February 13, 1992 By: Paula R. Payne
PAULA R. PAYNE
Liquidator in Charge

Upon recordation, please return to:

Nancy Haas, Esquire
Abramoff, Neuberger and Linder
Suite 800
250 West Pratt Street
Baltimore, Maryland 21201

155

SCHEDULE A

OUTLINE DESCRIPTION OF NO. 6656 RITCHIE HIGHWAY, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the end of the first or North 85 degrees 59 minutes West 200.95 feet line of that same parcel of land which by deed dated November 26, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1170 Folio 230 was conveyed by Straw Man, Inc. unto Angelina Ensenat and of which the herein described parcel is a part and running thence and binding in part on the second line thereof as follows viz; (1) South 01 degrees 52 minutes 06 seconds West 137.41 feet to a point on the right of way line of Burwood Avenue and to the end of the first line of Parcel No. 1 described in a deed dated August 2, 1976 and recorded among the Land Records of Anne Arundel County in Liber No. 2876 Folio 814 from Angelina Ensenat, et al, unto Anne Arundel County and running thence and binding on the 2nd, 3rd, 4th, 5th, and 6th lines thereof and on the right of way line of Burwood Avenue the 5 following courses and distances viz; (2) North 79 degrees 34 minutes 22 seconds East 2.58 feet, (3) North 00 degrees 57 minutes 54 seconds West 20.00 feet, (4) North 89 degrees 02 minutes 06 seconds East 15.00 feet, (5) South 00 degrees 57 minutes 54 seconds East 20.00 feet, and (6) North 89 degrees 02 minutes 06 seconds East 145.39 feet to intersect the right of way line of Governor Ritchie Highway as shown on State Roads Commission Plat No. 19393 and thence binding on said right of way (7) North 44 degrees 07 minutes 06 seconds East 31.52 feet to the end of the second line of Parcel No. 2 described in the secondly abovementioned conveyance thence binding on the 3rd, 4th, 5th, and 6th lines thereof and on the right of way line of Governor Ritchie Highway as established in said lastmentioned conveyance the four following courses and distances viz; (8) North 88 degrees 03 minutes 54 seconds West 23.54 feet, (9) North 01 degrees 56 minutes 06 seconds East 15.00 feet, (10) South 88 degrees 03 minutes 54 seconds East 22.50 feet and 11 North 01 degrees 56 minutes 06 seconds East 108.42 feet to intersect the first line of the firstly abovementioned conveyance and thence binding thereon in part (12) South 86 degrees 18 minutes 06 seconds West 183.95 feet to the place of beginning.....containing 0.574 acres of land more or less.

285786

FINANCING STATEMENT (UCC-1)

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

1. Name of Debtor(s) (or Assignor): M. W. Stevenson, Ltd. T/A Data Processing Solutions
Address: 221 5th Avenue, S.E.
Glen Burnie, Maryland 21061

2. Name of Secured Party (or Assignee) Address: THE BANK OF BALTIMORE
Attention: Commercial Loan Department
P.O. Box 896
Baltimore, MD 21203

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

RECORD FEE 12.00

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

RECORD FEE 2.00

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

RECEIVED
#076820 C191 R03 T14:15
03/02/92

(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:

MARY H. ROSE
AA CO. CIRCUIT COURT

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):
M. W. Stevenson, Ltd T/A
Data Processing Solutions
By: *Michael W. Stevenson*
Michael W. Stevenson, Pres.

Secured Party:
THE BANK OF BALTIMORE
By: *Richard L. Reid*
Richard L. Reid, V.P.
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 The Bank of Baltimore at address shown in 2. above)

*This equipment is not subject to recordation tax as it is "inventory" which is being leased.

12-
50

17. 11/2

SCHEDULE ASpecific Equipment

MODEL NO.	DESCRIPTION
9406-D45	IBM AS/400 System Unit 16 MB Main Memory 1.28 GB Disk EIA 1-line Adapter 9309 Rack
2621	Removeable Media Device Attach
2623	Six Line Comm Controller
2626	Token Ring Adapter
2654	EIA 2-line Adapter (2)
3100	16 MB Main Memory
3119	8 MB Main Memory
6112	Mag Storage Device Ctlr (2)
6140	Twinax Workstation Ctlr (2)
6141	ASCII Workstation Ctlr (1)
6154	EIA 1-line Adapter
6366	120 MB Tape Cartridge
9347	Tape Drive - 1600 BPI
7208	8 MM Tape Drive
9336-020	Disk Unit - Unit 1 3.428 GB
9336-020	Disk Unit - Unit 2 3.428 GB
9309	Rack
7855	Modem 9600 BPS
FD7KVA	Best Uninterruptible Power System
5738-SS1	OS/400
5738-RG1	RPG/400
5738-PW1	Application Development Tools
5738-QU1	Query/400
5738-PC1	PC Support
9404-D10	Processing Unit #37073 8 MB Main Memory 800 MB Disk Communications Line (1) 525 MB Cartridge Tape Drive ASCII 6 Device Controller
1101	Battery Backup
4104	Additional Main Memory (4 MB)
6107	Added Disk (400 MB)
2623	Six Line Comm Ctl
2654	EIA 232/v.24 Two-Line 20E (Qty-2)
6142	ASCII 12 Port Workstation Attachment

9/20/91

9404-D10	Processing Unit #38482
	8 MB Main Memory
	800 MB Disk
	Communications Line (1)
	525 MB Cartridge Tape Drive
	Twinax Workstation Controller
	(supporting 40 local devices)
1101	Battery Backup
4104	Additional Main Memory (4 MB)
6107	Added Disk (400 MB)
2623	Six Line Communication Controller
2654	EIA 232/v.24 Two-Line 20E (Qty-2)

Above listed equipment affiliated with the leases assigned below:

Lease Assignment:

Lease agreement between M. W. Stevenson, Ltd. T/A Data Processing Solutions (lessor) and Agency Services, Inc. (Lessee) effective March 1, 1992 through February 28, 1997, together with all cash and non cash proceeds thereof.

Master lease agreement between M. W. Stevenson, Ltd. T/A Data Processing Solutions (lessor) and Golden Capital Distribution (lessee) dated July 23, 1991 and addendums #3 and 4 dated October 1, 1991 and November 22, 1991, respectively, between the same parties, together with all cash and non cash proceeds thereof.

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$...1,000.00.....

1. Name of Debtor(s): BrieCor Funding, Inc.
Address: 1623 Forest Drive, Ste. 205
Annapolis, MD 21043

BOOK 578 PAGE 85

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

285787

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.

RECORD FEE 11.00

RECORD TAX 7.00

POSTAGE .50

03/02/92

MARY H. ROSE

(_____ if necessary to describe other collateral, Supplemental List of Collateral Number _____ is attached to, and made a part of, this Security Agreement);

together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): BrieCor Funding, Inc.

Secured Party:

BY: [Signature]
C. Terry Adkins, Vice President/Sec.

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
730



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 Harry E. Neuman III T/A Lucky Lottery Publications
Address 5203 6th Street, Baltimore, MD 21225

2. SECURED PARTY

Name Credential Leasing Corporation
Address 2525 N. 7th Street, Harrisburg, PA 17110-0967

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

RECORD FEE 12.00
POSTAGE .50
#076980 C191 R03 T14:19
03/02/92

3. Maturity date of obligation (if any) _____

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

(1) A.B. Dick Offset Press Model 9870

Equipment Location: 107 Mountain Road
Lipins Corner Store X
Pasadena, MD 21122

Name and address of Assessor
MARY M. ROSE
HA CO. CIRCUIT COURT

C/S/C 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)

Harry E. Neuman III T/A Lucky Lottery Publications

Harry E. Neuman III
(Signature of Debtor)

Harry E. Neuman III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credential Leasing Corporation

Ruth Cohen V. Pres
(Signature of Secured Party)
Ruth Cohen Vice President

Type or Print Above Signature on Above Line

12.50



MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 560 Page No. 378
Identification No. 282008 Dated 9-18-90

1. Debtor(s) { Widener Burrows & Associates Dawne Widener-Burrows T/A
Name or Names - Print or Type
130 Holiday Court, Ste. 108 Annapolis, Maryland 21401
Address - Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland Attn: Stephanie Yancy
Name or Names - Print or Type
18 West Street Annapolis, 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)

Debtor(s) name should be:

Widener-Burrows & Associates, Inc.



RECORD FEE 10.00
POSTAGE .50
#077200 0191 R03 T14431
03/02/92

MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR SECURED PARTY (OR ASSIGNEE)
Widener Burrows & Assoc., Inc. THE FIRST NATIONAL BANK OF MARYLAND
Dawne Widener-Burrows, President Stephanie P. Yancy
(Signature) (Signature of Loan Officer)
Asst Vice Pres, Stephanie P. Yancy
(Print Name and Title)
18 West St Annapolis, Md 21401
(Address)

158



STATE OF MARYLAND

TO BE FILED WITH THE CHATTEL RECORDS OF BOOK 578 PAGE 88
ANNE ARUNDEL COUNTY

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252966

RECORDED IN LIBER 475 PAGE 430 ON July 31, 1984 (DATE)

1. DEBTOR

Name FRIENDSHIP BUSINESS CENTER LIMITED PARTNERSHIP
c/o Stephen J. Hartman, MIE Development Company
Address 6665 Security Boulevard, Baltimore, Maryland 21207

2. SECURED PARTY

Name THE GREAT-WEST LIFE ASSURANCE COMPANY
100 Osborne Street North
Address Winnipeg, Manitoba, CANADA R3C 3A5
GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, Attn: Sara Martens, 3T2
8515 East Orchard Road, Englewood, Colorado 80111
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
#077270 C191 R03 T14:35

03/02/92

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: AA CO. CIRCUIT COURT</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>Assignment of all property covered under the original Financing Statement. ASSIGNEE: GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY 8515 East Orchard Road Englewood, Colorado 80111 MD 66671</p>	

Dated February 14, 1992

1506

THE GREAT-WEST LIFE ASSURANCE COMPANY

By: *W. J. Appleyby*
(Signature of Secured Party)

By: *Dennis B. Graven*
Type or Print Above Name on Above Line

DENNIS B. GRAVEN W. J. APPELBY
Manager, Mortgage Investments AUTHORIZED SIGNATURE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____
 PAGE
 RECORDED IN LIBER 490 ~~115~~ ON August 29, 1985 (DATE)

1. DEBTOR

Name FRIENDSHIP BUSINESS CENTER LIMITED PARTNERSHIP,
a Maryland limited partnership
 Address 7509 and 7513 Connelley Drive, Hanover, Maryland

2. SECURED PARTY

Name THE GREAT-WEST LIFE ASSURANCE COMPANY, a Canadian corporation
100 Osborne Street North
 Address Winnipeg, Manitoba, CANADA R3C 3A5
GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, Attn: Sara Martens, 3T2
8515 East Orchard Road, Englewood, Colorado 80111
 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 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:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

ASSIGNMENT of all property covered under the original Financing Statement.
 ASSIGNEE: GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY
 8515 East Orchard Road
 Englewood, Colorado 80111

MD 66671

RECORD FEE 10.00
 #011280 C191 R03 T14:36
 03/02/92
 MARY N. ROSE
 AA CO. CIRCUIT COURT

Dated February 14, 1992

THE GREAT-WEST LIFE ASSURANCE COMPANY

By: W. J. Appleyby
 (Signature of Secured Party)

By: Dennis B. Graven
 Type or Print Above Name on Above Line

DENNIS B. GRAVEN
 Manager, Mortgage Investments
 W. J. APPLBY
 AUTHORIZED SIGNATURE

15-



STATE OF MARYLAND
BOOK 578 PAGE 90
FINANCING STATEMENT FORM UCC-1

Identifying File No. 285789

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

If transaction or transactions wholly 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 2-22-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jody & Michael Hetrick
Address 1864 Cedar Rd, Severn Md. 21144

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 24B DEFENSE ST SUITE B
ANNAPOLIS MD 21401

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

RECORD FEE 12.00
POSTAGE .50
#077310 0191 R03 T14:39
03/02/92

3. Maturity date of obligation (if any) 2/22/95
4. This financing statement covers the following types (or items) of property: (list)

Neutralizer Water Cond.

MARY H. ROSE
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)

Michael Hetrick
(Signature of Debtor)

MICHAEL HETRICK
Type or Print Above Name on Above Line

Jody Hetrick
(Signature of Debtor)

JODY HETRICK
Type or Print Above Signature on Above Line

Arthur S. Monroe Jr
(Signature of Secured Party)

ARTHUR S. MONROE JR
Type or Print Above Signature on Above Line

18.5

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

1. Name & Address of Debtor: DWF IRONWORKS, INC.
1277 Double Gate Road
Davidsonville, MD 21035

2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

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

13/50

ANNAPOLIS, MD
CIRCUIT COURT



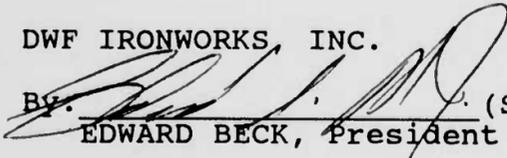
TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

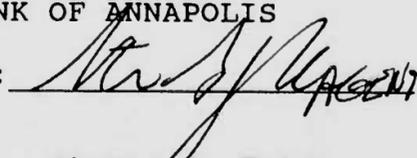
Debtor:

DWF IRONWORKS, INC.

By:  (SEAL)
EDWARD BECK, President

Secured Party:

BANK OF ANNAPOLIS

By:  (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Numbered One (1), Two (2) and Three (3), as shown on a Plat prepared by Ed Brown Associates on March 7, 1990 entitled, "Minor Subdivision, Edward Beck, Jr., Property, Patuxent River Road, First District, Anne Arundel County, Maryland", which said Plat is recorded among the Land Records of Anne Arundel County in Liber 5475, folio 678.

285791

TO BE RECORDED IN THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY
RECORDATION TAX PAID (IF DUE) TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

DJ

FINANCING STATEMENT

- 1. Name & Address of Debtor: STONEY HAVEN JOINT VENTURE
405 Maple Lane, N.W.
Glen Burnie, Maryland 21061
- 2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, Maryland 21401

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

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at Lot No. 23R, Green Haven Subdivision, 7722 Grace Avenue, Pasadena, Maryland 21122, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon Lot No. 23R, Green Haven Subdivision, 7722 Grace Avenue, Pasadena, Maryland 21122, 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.

POSTAGE

15.00
.50

862070 0503 R04 T14#27

03/02/92

15
9



Debtors:

STONEY HAVEN JOINT VENTURE

BY: MAPLE LEAF CONSTRUCTION,
INC., Joint Venturer

BY: *Barbara A. Hussey*
BARBARA A. HUSSEY, President

Secured Party:

BANK OF ANNAPOLIS

BY: *Steven G. Tyler*
Steven G. Tyler, Agent

BY: HOMES BY ANGE, INC., Joint
Venturer

BY: *Mark F. Ange*
MARK F. ANGE, President



EXHIBIT "A"

ALL that lot or parcel of ground situate, lying and being in the Third Assessment District, Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Numbered 23R, as shown on a plat entitled "2nd Revision GREEN HAVEN SUBDIVISION, a Resubdivision of Armiger Addition, Sec. A, Lots 1-39, Block A, Plat Book 117, folio 4", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 118, page 50.

BEING a part of the same property which by deed dated February 13, 1989, and recorded among the Land Records of Anne Arundel County in Liber 5028, folio 345, was granted and conveyed by PILLI DEVELOPMENT CO., INC., a Maryland Corporation, unto STONEY HAVEN JOINT VENTURE, a Maryland Joint Venture.

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 COLSA CORPORATION
Address 6726 Odyssey Drive, Huntsville, Alabama 35806

RECORD FEE 11.00
POSTAGE .50
#368630 C489 R02 T11:34
03/02/92

2. SECURED PARTY

Name LASALLE NATIONAL BANK
Address 120 South LaSalle Street, Chicago, Illinois 60603
Asset Based Lending L-509

MARY M. ROSE
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____

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

All of Debtor's now owned and existing and hereafter acquired accounts, inventory, equipment, fixtures, chattel paper, general intangibles, instruments, documents and other personal property, wheresoever located, together with proceeds thereof, including without limitation, the property described on Exhibit A attached hereto and made a part hereof.

NOT SUBJECT TO RECORDATION TAX, accounts receivable.

To be filed with the Clerk of Circuit Court of Anne Arundel County, Maryland

CHECK THE LINES WHICH APPLY

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

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

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

F279041 4163 CMN
RETURN TO:
LEXIS • DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

Frank J. Collazo
(Signature of Debtor)

COLSA CORPORATION
Type or Print Above Name on Above Line

Frank J. Collazo
(Signature of Debtor)

COLSA CORPORATION
Type or Print Above Signature on Above Line

Steven Fenton
(Signature of Secured Party)

LASALLE NATIONAL BANK
Type or Print Above Signature on Above Line

1100



EXHIBIT A TO UCC FINANCING STATEMENT SHOWING
COLSA CORPORATION AS DEBTOR AND
AND LASALLE NATIONAL BANK AS SECURED PARTY

This financing statement covers all of the following property of Debtor, whether now or hereafter owned, existing, acquired or arising and wherever now or hereafter located (capitalized terms used herein shall have the meaning ascribed to such term under the Uniform Commercial Code as in effect in the State of Illinois):

(a) all Accounts and all Goods whose sale, lease or other disposition by Debtor has given rise to Accounts and have been returned to or repossessed or stopped in transit by Debtor;

(b) all Chattel Paper, Instruments, Documents and General Intangibles (including, without limitation, all patents, patent applications, trademarks, trademark applications, tradenames, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, claims against carriers and shippers, guarantee claims, contract rights, security interests, security deposits and any rights to indemnification);

(c) all Inventory;

(d) all Goods (other than Inventory) including Equipment, vehicles and fixtures;

(e) all deposits and cash and any other property of Debtor now or hereafter in the possession, custody or control of Secured Party or any agent, parent, affiliate or subsidiary of Secured Party or any participant with Secured Party in the debt secured hereby, for any purpose (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise); and

(f) all additions and accessions to, substitutions for, and replacements, products and proceeds of the foregoing property, including, without limitation, proceeds of all insurance policies insuring the foregoing property, and all of Debtor's books and records relating to any of the foregoing and to Debtor's business.

COLSA CORPORATION

By: L. F. Cole

Title: Corporate Vice President

LASALLE NATIONAL BANK

By: John A. ...

Title: V.P. ASST

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) UI Video Stores, Inc. 5655 South Yosemite St. Suite 400 Englewood, CO 80111</p>	<p>2 Secured Party(ies) and address(es) Heller Financial, Inc.* 200 N. LaSalle St. Chicago, IL 60601</p>	<p>3 Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 57.00 POSTAGE .50 #368640 C489 R02 T11:35 03/02/92 MARY H. ROSE AA CO. CIRCUIT COURT</p>
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4 This statement refers to original Financing Statement No. 456390 ¹⁵⁻¹⁶⁻⁴³⁷ Dated 9/14, 19 89 Filed with Anne Arundel County, MD

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 (1) Debtor's address has been changed to: 7900 East Union Ave., 8th Fl., Denver, CO 80237
 (2) Secured Party's address has been changed to: 500 West Monroe St., Chicago, IL 60661
 (3) See Exhibit A attached hereto for additional collateral. 10115104-15 9224

.. UI Video Stores, Inc.
 .. By: Fenneth P. Haines Its: Pres.
 Signature(s) of Debtor(s) if an Amendment

Heller Financial, Inc.
 By: Andre D. Maul Its: AVP
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

UCC-3

57⁰⁰



EXHIBIT A ATTACHED TO FINANCING STATEMENT
EXECUTED BY U.I. VIDEO STORES, INC., AS DEBTOR
IN FAVOR OF HELLER FINANCIAL, INC., AS SECURED PARTY

DEBTOR:

U.I. Video Stores, Inc.
7900 East Union Avenue
8th Floor
Denver, Colorado 80237

SECURED PARTY:

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

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

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

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

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

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

**SCHEDULE 1 ATTACHED TO FINANCING STATEMENT EXECUTED BY
U.I. VIDEO STORES, INC., AS DEBTOR IN FAVOR OF
HELLER FINANCIAL, INC., AS SECURED PARTY**

1. Franchise Agreement dated June 30, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Annapolis, Maryland.

2. Franchise Agreement dated January 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Arcadia, California.

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

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

5. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Boise, Idaho.

6. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Castro Valley, California.

7. Franchise Agreement dated July 28, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Danville, Illinois.

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

9. Franchise Agreement dated July 15, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in East Hartford, Connecticut.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Franchise Agreement dated May 8, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Alameda, California.

35. Franchise Agreement dated July 11, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Allentown, (Union Blvd) Pennsylvania.

36. Franchise Agreement dated July 2, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc. regarding a franchise in Allentown (Cedarcrest), Pennsylvania.

37. Franchise Agreement dated February 1, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Allentown (Lehigh Street), Pennsylvania.

38. Franchise Agreement dated October 15, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Annapolis (Hillsmere Drive), Maryland.

39. Franchise Agreement dated July 11, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc. regarding a franchise in Avon, Connecticut.

40. Franchise Agreement dated October 23, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Baltimore (Harford Road), Maryland.

41. Franchise Agreement dated October 10, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Baltimore (Reisterstown Road), Maryland.

42. Franchise Agreement dated October 31, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Baltimore (York Road), Maryland.

43. Franchise Agreement dated December 6, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Bethlehem, Pennsylvania.

44. Franchise Agreement dated July 11, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Boise (Hillcrest), Idaho.

45. Franchise Agreement dated May 8, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Boise (State Street), Idaho.

46. Franchise Agreement dated November 7, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Bowie, Maryland.

47. Franchise Agreement dated January 26, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Bristol, Connecticut.

48. Franchise Agreement dated October 31, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Burbank (West Burbank Blvd), California.

49. Franchise Agreement dated April 19, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Burbank (South Glenoaks), California.

50. Franchise Agreement dated May 2, 1991, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Chambersburg, Pennsylvania.

51. Franchise Agreement dated May 8, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Crofton, Maryland.

52. Franchise Agreement dated December 1, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in East Pasadena, California.

53. Franchise Agreement dated July 15, 1991, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Easton, Pennsylvania.

54. Franchise Agreement dated February 1, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Edwardsville, Pennsylvania.

55. Franchise Agreement dated July 21, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in El Monte, California.

56. Franchise Agreement dated December, 6 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Elkridge, Maryland.

57. Franchise Agreement dated July 6 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Ellicott City, Maryland.

58. Franchise Agreement dated August 23, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Enfield, Connecticut.

59. Franchise Agreement dated December 1, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Fremont, California.

60. Franchise Agreement dated November 28, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc. regarding a franchise in Galesburg, Illinois.

61. Franchise Agreement dated December 1 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Glendale, California.

62. Franchise Agreement dated May 8 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Glen Burnie (South Crain Hwy), Maryland.

63. Franchise Agreement dated September 25, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Glen Burnie (Governor Ritchie Hwy), Maryland.

64. Franchise Agreement dated August 23, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Hacienda Heights, California.

65. Franchise Agreement dated April 18, 1991, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Hanover, Pennsylvania.

66. Franchise Agreement dated October 26, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Harrisburg (Paxton Street), Pennsylvania.

67. Franchise Agreement dated August 23, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Hazleton, Pennsylvania.

68. Franchise Agreement dated October 25, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Lancaster (Rohrestown Road), Pennsylvania.

69. Franchise Agreement dated February 1 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Lancaster (Lititz Pike), Pennsylvania.

70. Franchise Agreement dated February 1, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Lancaster (Manheim Pike), Pennsylvania.

71. Franchise Agreement dated October 25, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Landover, Maryland.

72. Franchise Agreement dated October 25, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Lanham, Maryland.

73. Franchise Agreement dated December 1, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Laurel, Maryland.

74. Franchise Agreement dated May 8, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Lebanon, Pennsylvania.

75. Franchise Agreement dated July 11, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Livermore, California.

76. Franchise Agreement dated November 20, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Mechanicsburg, Pennsylvania.

77. Franchise Agreement dated July 11, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment Inc., regarding a franchise in Monterey Park, California.

78. Franchise Agreement dated October 26, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in New Britain, Connecticut.

79. Franchise Agreement dated June 22, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Newington, Connecticut.

80. Franchise Agreement dated July 18, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in North Hollywood, California.

81. Franchise Agreement dated December 6, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Normal, Illinois.

82. Franchise Agreement dated April 17, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Pasadena, California.

83. Franchise Agreement dated December 6, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc. regarding a franchise in Pekin, Illinois.

84. Franchise Agreement dated September 25, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Peoria (West Main), Illinois.

85. Franchise Agreement dated December 1, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Pleasanton, California.

86. Franchise Agreement dated November 10, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Reading (Perkioman Ave), Pennsylvania.

87. Franchise Agreement dated July 29, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in San Leandro (East 14th), California.

88. Franchise Agreement dated May 2, 1991, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Scranton (Meridian), Pennsylvania.

89. Franchise Agreement dated July 18, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Scranton (Dunmore), Pennsylvania.

90. Franchise Agreement dated August 23, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Severna Park, Maryland.

91. Franchise Agreement dated May 8, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Sherman Oaks (Ventura Blvd), California.

92. Franchise Agreement dated September 25, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Sherman Oaks (Riverside Drive), California.

93. Franchise Agreement dated May 8, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in South Pasadena, California.

94. Franchise Agreement dated August 23, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Southington, Connecticut.

95. Franchise Agreement dated June 26, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Springfield (North Grand), Illinois.

96. Franchise Agreement dated February 23, 1991, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Sunland, California.

97. Franchise Agreement dated May 8, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Van Nuys, California.

98. Franchise Agreement dated February 2, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Waldorf, Maryland.

99. Franchise Agreement dated March 4, 1991, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in West Hartford (North Main), Connecticut.

100. Franchise Agreement dated December 11, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in West Hartford (New Britain), Connecticut.

101. Franchise Agreement dated October 10, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in York (White Street), Pennsylvania.

102. Franchise Agreement dated October 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in York (Greensprings-transferred to Market Street), Pennsylvania.

103. Franchise Agreement dated December 6, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in York (Queen Street), Pennsylvania.

104. Franchise Agreement dated November 20, 1991, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Mitchellville, Maryland.

105. Franchise Agreement dated December 23, 1991, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in San Ramon, California.

New
STORES



99. Franchise Agreement dated March 4, 1991, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in West Hartford (North Main), Connecticut.

100. Franchise Agreement dated December 11, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in West Hartford (New Britain), Connecticut.

101. Franchise Agreement dated October 10, 1989, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in York (White Street), Pennsylvania.

102. Franchise Agreement dated October 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in York (Greensprings-transferred to Market Street), Pennsylvania.

103. Franchise Agreement dated December 6, 1990, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in York (Queen Street), Pennsylvania.

104. Franchise Agreement dated November 20, 1991, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Mitchellville, Maryland.

105. Franchise Agreement dated December 23, 1991, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in San Ramon, California.

106. Franchise Agreement dated January 27, 1992, between Blockbuster Entertainment Corporation and UI Video Stores, Inc., regarding a franchise in Reading/Shillington, Pennsylvania.

FILING FEE \$ _____
Please Return To
LEXIS
DOCUMENT SERVICES
P.O. BOX 2969
Springfield, Illinois 62708
THANK YOU

RECORD FEE 11.00
RECORD TAX 206.50
POSTAGE .50
#368650 C489 R02 T11:37
03/02/92

285793

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

MARY M. ROSE
AA CO. CIRCUIT COURT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 29100.00 (105.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Medcheck, Inc.
 (Name)
 518 Camp Meade Road Ste. 3
 (Address)
 Linthicum, Maryland 21090

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Gail L. Zickafoose
 (Name of Loan Officer)
 P.O. Box 1596 Banc 101-560
 (Address)
 Baltimore, Maryland 21203

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.

<p><u>DEBTOR (OR ASSIGNOR):</u> Medcheck, Inc. (Seal) _____ (Seal) _____ (Signature) Federico Flores, PRESIDENT (Print or Type Name)</p>	<p><u>DEBTOR (OR ASSIGNOR)</u> _____ (Seal) _____ (Seal) _____ (Signature) _____ (Print or Type Name)</p>
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1100
20650
50250

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of Medcheck, Inc. ("Debtor") show

the following values for property which secures a total debt of \$ 30,000.00 (A) to The First National Bank of Maryland.

\$ 1000.00 (X) Value of inventory, contract rights and other exempt property

\$ 29000.00 (Y) Total value of all property covered by financing statement

(X) ÷ (Y) = .03 (B) %

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

\$ 30,000.00 (A) X .03 (B) % = \$ 900.00 (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 29100.00

\$ 30,000.00 (A) - \$ 900.00 (C)

Medcheck, Inc.

(Name of Debtor)

By: FERIDON ERON, PRESIDENT (SEAL)

Date: 1-7, 1992

18081

Debtors: George S. Shields, Jr. (Seal) ... (Seal)

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

1100

FINANCING STATEMENT

285794

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): George S. Shields, Jr.
Address(es): 1425 Knights Road
Crofton, Maryland 21114

RECORD FEE 11.00
POSTAGE .50
#368660 C489 R02 T11:37
03/02/92
MARY M. ROSE
AA CO. CIRCUIT COURT

6. Secured Party: MARYLAND NATIONAL BANK
Attention: LDRU 250603
Address: 100 S. Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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 non-cash, 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, 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:
 George S. Shields, Jr. (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

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

Return To:
 LDU Term 4 Mailstop 250627
 Maryland National Bank
 100 S. Charles Street
 Baltimore, MD 21201

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Maryland National Bank and George S. Shields, Jr.

Section 7, Collateral Description continued

Shearson Lehman Brothers account # 627-12279-17 830
Merrill Lynch account # 878-43031

Return To:
LSU Team 4 Mailstop 250627
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

↓ George S. Shields, Jr. (SEAL)
George S. Shields, Jr.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)



11.50

FINANCING STATEMENT

285795

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): Kevin R. Doring, DDS
 Address(es): 512 Pinefield Drive
 Severna Park, MD 21146

RECORD FEE 11.00
 POSTAGE .50
 #368670 C489 R02 T11:38
 03/02/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

6. Secured Party: MARYLAND NATIONAL BANK
 Attention: LDRU 250603
 Address: 100 S. Charles Street
 Baltimore, Maryland 21201

7. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property ("Collateral") and (a) all present and future substitutions, replacements, appurtenances, accessions relating to any of the following; (b) all of the Debtor's books and records; and (c) all proceeds (cash and non-cash, including insurance proceeds) and products of all of the following in any form whatsoever.

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

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

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

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

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

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

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

Debtors:

Kevin R. Doring, DDS (Seal) _____ (Seal)

 _____ (Seal) _____ (Seal)

 _____ (Seal) _____ (Seal)

 _____ (Seal) _____ (Seal)

Return to:
 LSA Team 1 Mailstop 250624
 Maryland National Bank
 100 S. Charles Street
 Baltimore, MD 21201

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

1100



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. 275788 recorded in
Liber 535, Folio 568 on 12/21/88 at Anne Arundel County, Md.

1. DEBTOR(S):	Crofton Meadows Joint Venture	RECORD FEE	10.00
Name(s)	c/o W. F. Utz Construction Co., Inc.	POSTAGE	.50
Address(es)	1511 Ritchie Highway, Suite 105	#369560	0489 R02 T09:19
	P. O. Box 9687		03/03/92
	Arnold, Maryland 21012	MARY M. ROSE	
2. SECURED PARTY:		AA CO. CIRCUIT COURT	
Name	Maryland National Bank		
Address	10 Light Street, M/S 021901		
	Construction Finance Unit		
	Baltimore, Maryland 21202		

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

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

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial ~~or~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. See Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY
Maryland National Bank
By Jennifer L. Mertaugh
Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

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

10.00

105



Being known and designated as Lots 1-6 in Bldg I as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 26. Being in the 2nd Election District of Anne Arundel County.

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. 277046 recorded in
Liber 540, Folio 302 on 4/20/89 at Anne Arundel County, Md.

1. DEBTOR(S):	Crofton Meadows Joint Venture c/o W. F. Utz Construction Co., Inc. 1511 Ritchie Highway, Suite 105 P. O. Box 9687 Arnold, Maryland 21012	RECORD FEE POSTAGE #339570 CASE 9 R02 T09:19 03/03/92	10.00 .50
Name(s)			
Address(es)			
2. SECURED PARTY:	Maryland National Bank 10 Light Street, M/S 021901 Construction Finance Unit Baltimore, Maryland 21202	MARY M. ROSE AA CO. CIRCUIT COURT	
Name			
Address			

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 ~~XXXX~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Exhibit A attached and made a part hereof.

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.

SECURED PARTY

Maryland National Bank

By J.L. Mertaugh

Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

10
1000

EXHIBIT A

Being known and designated as Lots 1-6 in Bldg I as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 26. Being in the 2nd Election District of Anne Arundel County.

RETURN TO:
CORNERSTONE TITLE COMPANY
10221 WINCCAN CIRCLE
P.O. Box 1002
COLUMBIA, MARYLAND 21044
FILE NO. 92-1790

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. 277047 recorded in
Liber 540, Folio 306 on 4/20/89 at Anne Arundel County, Md.

1. DEBTOR(S):	Crofton Meadows Joint Venture	RECORD FEE	10.00
Name(s)	c/o W. F. Utz Construction Co., Inc.	POSTAGE	.50
Address(es)	1511 Ritchie Highway, Suite 105	8348580 0489 ROZ T09:20	
	P. O. Box 9687		03/03/92
	Arnold, Maryland 21012	MARY M	ROSE
2. SECURED PARTY:		AA CO. CIRCUIT COURT	
Name	Maryland National Bank		
Address	10 Light Street, M/S 021901		
	Construction Finance Unit		
	Baltimore, Maryland 21202		

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

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

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial ~~XX~~ ~~XXX~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. See Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By

Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

DEBTOR(S)

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

10.00

105

EXHIBIT A

Being known and designated as Lots 1-6 in Bldg I as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 26. Being in the 2nd Election District of Anne Arundel County.

RETURN TO
 CORNERSTONE TITLE COMPANY
 1021 MARKET STREET
 BALTIMORE, MARYLAND 21201
 FILE NO. 92-1781

BOOK 578 PAGE 124

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. 275788 recorded in
 Liber 535, Folio 568 on 12/21/88 at Anne Arundel County, Md.

DJ

1. DEBTOR(S):	Crofton Meadows Joint Venture c/o W. F. Utz Construction Co., Inc. 1511 Ritchie Highway, Suite 105 P. O. Box 9687 Arnold, Maryland 21012	RECORD FEE 10.00 POSTAGE .50 #368620 0489 R02 709:21 03/03/92 MARY M. ROSE AA CO. CIRCUIT COURT
2. SECURED PARTY:	Maryland National Bank 10 Light Street, M/S 021901 Construction Finance Unit Baltimore, Maryland 21202	
Person and Address to whom Statement is to be returned if different from above.		
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)		
3. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.		
4. <input type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.		
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.		
6. <input type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)		
7. <input checked="" type="checkbox"/> RELEASE. (Partial or Full From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.		
8. See Exhibit A attached and made a part hereof.		

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
 By Jennifer L. Mertaugh
 Jennifer L. Mertaugh, Const. Finance Officer
 (Type, Name and Title)

DEBTOR(S)

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

10⁰⁰
10

10
82



EXHIBIT A

Being known and designated as Lots 1-8 in Bldg J as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 26. Being in the 2nd Election District of Anne Arundel County.



BOOK 578 PAID 126

RETURN TO
COMMERCIAL FILING COMPANY
1100 WASHINGTON SQUARE
COLUMBIA, MARYLAND 21044
FILE NO. 92-1781

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. 277046 recorded in
Liber 540, Folio 302 on 4/20/89 at Anne Arundel County, Md.

	Date	Location
1. DEBTOR(S):		
Name(s)	Crofton Meadows Joint Venture c/o W. F. Utz Construction Co., Inc.	RECORD FEE 10.00 POSTAGE .50
Address(es)	1511 Ritchie Highway, Suite 105 P. O. Box 9687 Arnold, Maryland 21012	#349430 C489 R02 T09:22 03/03/92 MARY M. ROSE AA CO. CIRCUIT COURT
2. SECURED PARTY:		
Name	Maryland National Bank 10 Light Street, M/S 021901	
Address	Construction Finance Unit Baltimore, Maryland 21202	
Person and Address to whom Statement is to be returned if different from above.		
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)		
3. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.		
4. <input type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.		
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.		
6. <input type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)		
7. <input checked="" type="checkbox"/> RELEASE. (Partial XXXX From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.		
8. Exhibit A attached and made a part hereof.		

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.

SECURED PARTY

Maryland National Bank

By Jennifer L. Mertaugh

Jennifer L. Mertaugh, Const. Finance Officer
(Type, Name and Title)

1000

102

EXHIBIT A

Being known and designated as Lots 1-8 in Bldg J as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 26. Being in the 2nd Election District of Anne Arundel County.

RETURN TO
 CORNERSTONE TITLE COMPANY
 10317 WISCONSIN CIRCLE
 P. O. BOX 4000
 COLUMBIA, MARYLAND 21044
 FILE NO. 92-1781

BOOK 578 PAGE 128

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. 277047 recorded in
 Liber 540, Folio 306 on 4/20/89 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):	Crofton Meadows Joint Venture c/o W. F. Utz Construction Co., Inc. 1511 Ritchie Highway, Suite 105 P. O. Box 9687 Arnold, Maryland 21012	RECORD FEE POSTAGE	10.00 .50
Name(s)			
Address(es)			
2. SECURED PARTY:	Maryland National Bank 10 Light Street, M/S 021901 Construction Finance Unit Baltimore, Maryland 21202	MARY H. ROSE AA CO. CIRCUIT COURT	
Name			
Address			
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.	<input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.		
4.	<input type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.		
5.	<input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.		
6.	<input type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)		
7.	<input checked="" type="checkbox"/> RELEASE. (Partial XX FAV From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.		
8.	See Exhibit A attached and made a part hereof.		

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
 By J.L.M.
 Jennifer L. Mertaugh, Const. Finance Officer
 (Type, Name and Title)

DEBTOR(S)

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

10.00
 50

10
 50

EXHIBIT A

Being known and designated as Lots 1-8 in Bldg J as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 26. Being in the 2nd Election District of Anne Arundel County.

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285092

RECORDED IN LIBER 574 FOLIO 465 ON November 19, 1991 (DATE)

1. DEBTOR

Name Bernice R. Moulds

Address 131 Martha Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Chrysler First Financial Services Corporation

Address 8600 Lasalle Road, Suite 674, Oxford Bldg.

Towson, Maryland 21204

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

3. Maturity date of obligation (if any) n/a

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: XXXXX (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #369780 C489 R02 T09:34 03/03/92 MARY M. ROSE AA CO. CIRCUIT COURT</p>	

Dated February 11, 1992

Victoria L. Sessions
(Signature of Secured Party)

Victoria L. Sessions, Manager

Type or Print Above Name on Above Line

1000



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

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

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

This financing statement Dated 1/16/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHARLES J AND KATHRYN J. LOWTHERS
Address 266 CAPE ST. JOHN RD ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 929 WASHINGTON BLVD
LAUREL, MD 20707

RECORD FEE 12.00
POSTAGE .50
#349930 C489 R02 T09:38
03/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any)

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

INSTALL 300' OF 6' WYNBATE FENCING

To perfect a security interest taken or retained by a seller of collateral to secure all parts of price.

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 Charles J. Lowthers
(Signature of Debtor)

CHARLES J. LOWTHER
Type or Print Above Name on Above Line

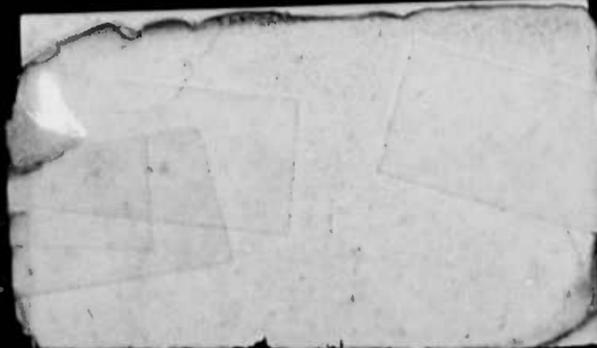
X Kathryn J. Lowthers
(Signature of Debtor)

KATHRYN J. LOWTHER
Type or Print Above Signature on Above Line

Lisa M Walker
(Signature of Secured Party)

Lisa M Walker
Type or Print Above Signature on Above Line

12003



To Be Recorded in The Land Records
 And In the Financing Statement
 Records of the Circuit Court of
 Anne Arundel ~~City~~ County and
 Among the Financing Statement
 Records of the State Department
 of Assessments and Taxation

Subject to Recordation Tax of \$875.00
 On Principal Amount of \$125,000.00
 Which was Paid to the Clerk of the
 Circuit Court of Anne Arundel County
 Upon the filing of a Deed of Trust
 in the Land Records of Anne Arundel
~~City~~ County, Maryland

RECORD FEE 18.00
 POSTAGE .50
 #369840 C489 R02 T09:39
 03/03/92

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

1. DEBTOR:

ARTHUR H ARONSTEIN MARY M. ROSE
LINDA E ARONSTEIN AA CL. CIRCUIT COURT
5106 RITCHIE HWY
BALTIMORE MD 21225

2. SECURED PARTY:

First National Bank of Maryland
 18 West Street
 Annapolis, Maryland 21401
 Attention: JUNE R HORNICK

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

- a. All plant apparatus, equipment, machinery, fittings, appliances, furniture furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property and improvements located at 5106 RITCHIE HWY, BALTIMORE MD 21225 and described on Exhibit "A" attached hereto (herein the "Real Property") including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems, and equipment, dynamos, transformers, motors tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description 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.

1800



- 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 and all substitutions, renewals and replacements thereof.
- d. All rights, benefits, profits, rents and monies payable under, by reason of, or with respect to, any restrictive covenants, easements, or agreements applicable to lands adjoining the 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.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property 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 accruing to or generated by the Real Property including, but not limited to, deposits of tenants to secure payment of the same, and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property, including, but not limited to, the right to receive lease or other payments with regard thereto.
- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the Real Property.
- i. All of Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by Secured Party to Debtor in any capacity, including but not limited to, any balance or share belonging to debtor of any deposit or other account with Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a DEED OF TRUST dated May 13, 1987 and recorded among the Land Records of the Circuit Court for ANNE ARUNDEL COUNTY from Debtor to Trustees named therein for the benefit of Secured Party. Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of 1 pages.
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.

June Hornick

(Print Name)

Arthur H. Aronstein

ARTHUR H ARONSTEIN
(Print Name)

June Hornick

(Print Name)

Linda E. Aronstein

LINDA E ARONSTEIN
(Print Name)

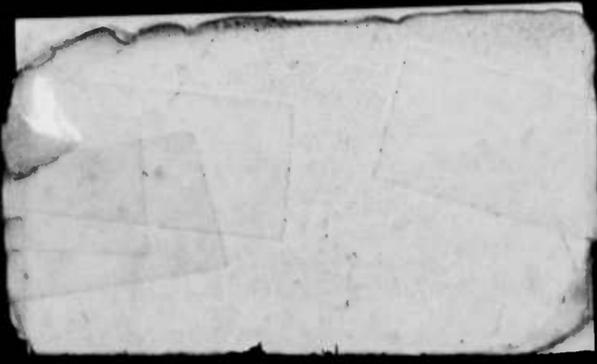
(Print Name)

(Print Name)

(Print Name)

(Print Name)

TO FILING OFFICER: After this Statement has been recorded, please return to:
FIRST NATIONAL BANK OF MARYLAND, 18 West Street, Annapolis, Maryland 21401



BOOK 578 PAGE 135

EXHIBIT 'A'

Lots Numbered Seven (7), Eight (8), Nine (9) and Ten (10), in Section Two (2), recorded in the Plat of 'BROOKLYN PARK', subdivision numbered Two (2) of John K. Culver, recorded in Plat Book G. W. No. 1, Folio 132, among the Land Records of Anne Arundel County, Maryland.



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):

Friendship Creative Printers, Inc.
Name or Names—Print or Type
1120-M Benfield Blvd., Millersville, Anne Arundel County, MD 21108
Address—Street No., City - County State Zip Code

Gregg Palmer, individually and trading as Friendship Creative
Name or Names—Print or Type Printers
1120-M Benfield Blvd., Millersville, Anne Arundel County, MD 21108
Address—Street No., City - County State Zip Code

2. Secured Party:

John H. Burke & Company, Inc.
Name or Names—Print or Type
1201 Haubert Street Baltimore City Maryland 21230
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). This filing covers leased business equipment and is not intended to create a security interest: Filing made for informational purposes, only.

Enco SP326 Subtractive Plate Processor, Serial No. E-326-57-90.

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

5. If collateral is crops, describe real estate.

RECORD FEE 12.00
POSTAGE .50
#369850 C489 R02 T09:40
03/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):
Gregg Palmer
(Signature of Debtor)

SECURED PARTY:
John H. Burke & Company, Inc.
(Company, if applicable)
Donald J. Boehl
(Signature of Secured Party)

Gregg Palmer
Type or Print
Gregg Palmer
(Signature of Debtor)

Donald J. Boehl, V.P.
Type or Print (Include title if Company)

Friendship Creative Printers, Inc.
Type or Print
Gregg Palmer,
President

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

Name and Address _____
Lucas Bros. Form F-1
HECHT AND CHAPLIN
Attorneys at Law
1317 Fidelity Building
210 N. Charles Street
Baltimore, Maryland 21201-4002

1200
10



285799

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)

CONSIGNEE
MELART JEWELERS, INC.
62 ANNAPOLIS MALL
ANNAPOLIS, MD 21401

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

CONSIGNOR
SILVERMAN JEWELERS
CONSULTANTS, INC.
110 WALT WHITMAN RD.
HUNTINGTON STATION, NY 11746

3. Maturity date (if any):

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

RECORD FEE 11.00
POSTAGE .50
#369860 D489 R02 T09:40
03/03/92
MARY H. ROSE
AA CO. CIRCUIT COURT

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

All inventory heretofore or hereafter consigned to the
consignee by the consignor, any replacements or additions
thereto, any inventory with which this inventory shall be
co-mingled and from which it shall be indistinguishable,
the proceeds from the sale of said inventory, any insurance
proceeds resulting from the loss of such inventory. All
collateral shall be located at consignee's place(s) of
business.

"THIS TRANSACTION IS 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:

Filed with:

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

MELART JEWELERS, INC.

SILVERMAN JEWELERS CONSULTANTS, INC.

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

Title

By: [Signature] C.A.
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

1100



285800

BOOK 578 PAGE 138

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)

OLD SOUTH COUNTRY CLUB INC
699 MARLBORO RD
LOTHIAN, MD 20711

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

TURF EQUIPMENT AND
SUPPLY CO., INC.
6660 Santa Barbara Road
Elkridge, MD 21227

3. Maturity date (if any):

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

RECORD FEE 11.00
POSTAGE .50
#371560 C489 R02 T15:00
03/03/92

MARY M. ROSE
AA CO. CIRCUIT COURT

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

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions, when such goods have been financed by secured party; all accounts, contract rights, chattel paper, and general intangibles, now owned or hereafter existing in favor of or acquired by Debtor; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

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)

Filed with:

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

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

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

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

Turf Equipment and Supply Co., Inc.
By: [Signature] Credit Mgr.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1100
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285801

BOOK 578 PAGE 139

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)
CLEMENT HARDWARE INC
RITCHIE HWY + ROBINSON RD
SEVERNA PARK, MD 21146

2. Secured Party(ies) and address(es)
TURF EQUIPMENT AND
SUPPLY CO., INC.
6660 Santa Barbara Road
Elkridge, MD 21227

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

RECORD FEE 11.00
POSTAGE .50
#371570 C489 R02 T15:02
03/03/92

MARY M. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:
All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions, when such goods have been financed by secured party; all accounts, contract rights, chattel paper, and general intangibles, now owned or hereafter existing in favor of or acquired by Debtor; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise, PERTAINING

TO ALL MERCHANDISE BOUGHT FROM
TURF EQUIPMENT AND SUPPLY CO. ONLY DEC

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)

Filed with:

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

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

By: Dow Clement
Signature(s) of Debtor(s)

Turf Equipment and Supply Co., Inc.
By: Katherine Smith, Credit Mgr.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

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ANNE ARUNDEL COUNTY
FINANCING STATEMENT

BOOK 578 PAGE 140

285802

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

1. Name of Debtor(s): Bronson Contracting, Inc.
Address: 7000 Fort Smallwood Road
Baltimore, MD 21226

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

RECORD FEE 11.00
POSTAGE .50
#371580 C489 R02 T15:03
03/03/92

MARY M. ROSE
AA CO. CIRCUIT COURT

3. This Financing Statement covers the following types (or items) of property:
One used, 1987 Dresser TD8 Bulldozer, Serial #1FTCR11SX

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

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

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Bronson Contracting, Inc.

BY: *[Signature]*
John E. Bronson, President

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)

7
2

1100
13



PARTIES

Debtor name (last name first if individual) and mailing address:
ROGER W. MERRITT
7810 CLARK RD D-48
JESSUP MD 20794 1

Debtor name (last name first if individual) and mailing address:
7810 CLARK RD D-48
JESSUP MD 20794 1a

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

 _____ 1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
MOBILE HOME ASSOCIATES
HOLIDAY MOBILE ESTATES
CLARK ROAD
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):

MOBILE HOME ASSOCIATES
[Signature]

4

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing **285803**

Filing No. (stamped by filing officer): _____ Date, Time, Filing Office (stamped by filing officer): _____

BOOK **578** PAGE **141**

RECORD FEE 11.00
 POSTAGE .50
 #371720 C489 R02 T15:27
 03/03/92
 MARY M. ROSE 5
 AA CO. CIRCUIT COURT

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

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

COLLATERAL

Identify collateral by item and/or type:
1977 ZIMMER HOMES CORP.
14 X 70 SERIAL# ZP16880 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 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):
ROGER W. MERRITT

1a *[Signature]*
 1b _____ 11

RETURN RECEIPT TO:

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

12

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

1. Debtor(s) (Last Name First) and address(es)
THOMAS E ANDREA ERNST
1183 GREEN HOLLY DRIVE
ANNAPOLIS, MD. 21401

2. Secured Party(ies) and address(es)
Koolvent Aluminum Prod.
1417 McLAUGHLIN RUN RD
PITTSBURGH, PA. 15241

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 12.00
POSTAGE .50
#371730 C489 R02 T15:28
03/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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

S/F, GUTTERS AND DOWNSPOUTS
INSTALLED AT: 1183 Green Holly Drive
Annapolis, Maryland 21401
Anne Arundel County

THE SECURED PARTY IS THE SELLER

#674

MAIL TO:
Chrysler First
8600 LaSalle Road
Towson, MD 21204

5. Assignee(s) of Secured Party and Address(es)
CHRYSLER FIRST
8600 LASALLE RD
OXFORD 674
TOWSON, MD 21204

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:

Thomas E Ernst
Thomas E. Ernest
By: Andrea Ernst
Andrea Ernest Signature(s) of Debtor(s)

Koolvent Aluminum Products
Cheryl K. Warner (agent)
By: Cheryl K. Warner Signature(s) of Secured Party(ies) agent

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1.

1200
12



285805

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 ⁵⁷⁰⁹³

Name Robert C. Moore, MD, PA

Address 600 Ridgely Ave., Suite 222, Annapolis, MD 21401

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
H371740 C489 R02 T15:29
03/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
NOT SUBJECT TO RECORDATION TAX.
PURSUANT TO SECTION 12-108 (K) (5) 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 Yvonne E. Moore
(Signature of Debtor)

Yvonne Moore
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
Type or Print Above Name on Above Line

Row 10



EXHIBIT A

DESCRIPTION OF EQUIPMENT

Business Systems Management, Inc. computer equipment including:

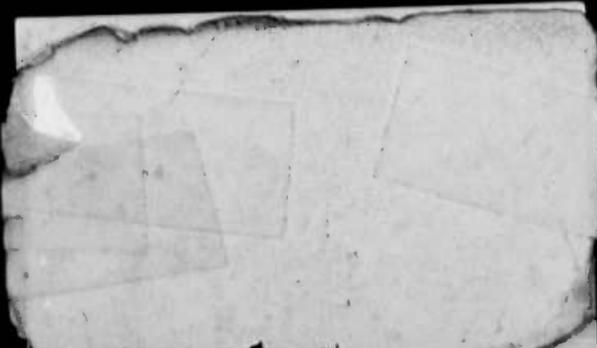
- One (1) 122100-004 DP386S/20 MOD1, 3.5, 2MB,
S/N: 4130HAN40545
- One (1) 124104 200MB 19MS EMBED AT HD 3.5,
S/N: 145410*1055
- One (1) 0111 LANCARD/A-8 COAX
- One (1) 121656 2MB SIMM F/PS/2 90, 95, 57SX,P
S/N: 2061656K1161
- One (1) 106995-101 VGA COLOR MONITOR,
S/N: 147145440245

Robert C. Moore, MD, PA
Type Full Legal Company Name

X ~~Yvonne Moore~~ YVONNE MOORE
Signature Print Name

X Office Manager
Title

February 13, 1992
Date



STATE OF MARYLAND

Anne Arundel County

BOOK 578 PAGE 145

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283422

RECORDED IN LIBER 567 FOLIO 25 ON April 16, 1991 (DATE)

1. DEBTOR

Name Fitzgerald Oldsmobile-Cadillac, Inc. T/A Fitzgerald Volkswagen

Address 34 Hudson Street, Annapolis, Maryland 21401

RECORD FEE 10.00
POSTAGE .50

2. SECURED PARTY

Name Chrysler Credit Corporation

Address P. O. Box 995, Green Farms, Ct. 06436

#371750 C489 R02 T15:29
03/03/92

MARY N. ROSE
AA CO. CIRCUIT COURT

7855 Walker Drive, Suite 410, Greenbelt, Maryland 20770

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.)
Amendment to add debtor's trade style

Amendment to add debtor's trade style to read as follows:

Fitzgerald Oldsmobile-Cadillac, Inc.
T.A Fitzgerald Volkswagen

Fitzgerald Oldsmobile-Cadillac, Inc.
T/A Fitzgerald Volkswagen

Garry Jenkins - Vice President

Chrysler Credit Corporation

Dated 2/21/92

P. J. Binko
(Signature of Secured Party)

P. J. Binko - Branch Manager

Type or Print Above Name on Above Line

1000
30



PARTIES

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

DONALD HODGE
77 S. PAULA ST., PARKWAY VILLAGE
LAUREL MD 20724 1

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

RONALD HODGE
77 S. PAULA ST., PARKWAY VILLAGE
LAUREL MD 20724 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:

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.

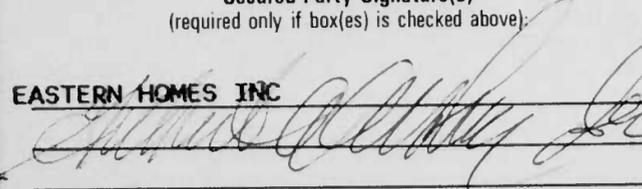
b. as to which the filing has lapsed.

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


STANDARD FORM - FORM UCC-1 (7-89)
 Approved by Secretary of Commonwealth of Pennsylvania

1200

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing **285806**

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

BOOK **578** PAGE **146**

RECORD FEE 12.00
 POSTAGE .50
 #371760 C489 R02 T15:30
 03/03/92

MARY M. ROSE 5
 AA CO. CIRCUIT COURT

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

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

Number of Additional Sheets (if any): 6

Optional Special Identification (Max. 10 characters): 7

COLLATERAL

Identify collateral by item and/or type:
1991 PEACHSTATE HOMES 2612

24 X 56 SERIAL# PSHGA-10241AB AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 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:

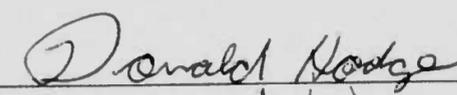
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____

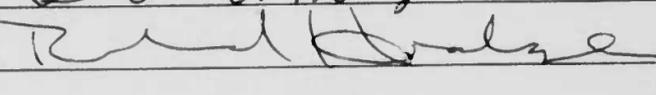
for _____ County. Uniform Parcel Identifier _____

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):
DONALD HODGE 

RONALD HODGE 
 1a

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER

WOODBIDGE VA 22192

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

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



Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 36,500.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
ARNOLD FAMILY PRACTICE ASSOCIATES, P.A.	1509 RITCHIE HIGHWAY ARNOLD, MD 21012

RECORD FEE 11.00
 RECORD TAX 255.50
 POSTAGE .50
 #371810 C489 R02 T15:33
 03/03/92

SECURED PARTY

BANK OF ANNAPOLIS - 1900 Fairfax Road, P.O. Box 6492
Annapolis, MD 21401

MARY H. ROSE
AA CO. CIRCUIT COURT

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 or hereafter acquired by Arnold Family Practice Associates, P.A..

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

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

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

Debtor (or Assignor)

Secured Party (or Assignee)

ARNOLD FAMILY PRACTICE ASSOCIATES, P.A.

BANK OF ANNAPOLIS

By:

A. Antonia Plucis Turkopuls
A. Antonia Plucis Turkopuls, President

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

1150
255-00
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UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book No. _____
Roll No. 521 Page No. 566
Identification No. File # 271-219 Dated January 6, 1988

1. Debtor(s) { Arnold Family Practice Associates, P.C.
Name or Names—Print or Type
1509 Ritchie Highway, Arnold, Anne Arundel Co., MD 21012
Address—Street No., City - County State Zip Code

2. Secured Party { Farmers National Bank of Maryland
Name or Names—Print or Type
5 Church Circle, Annapolis, Anne Arundel, MD. 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) March 6, 1995

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>H. 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>FULL RELEASE</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#371820 C489 R02 T15:33
03/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: February 25, 1992

Farmers National Bank of Maryland
Name of Secured Party
Frank T. Lowman, III
Signature of Secured Party

Frank T. Lowman, III, Executive Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mail To: Bank of Annapolis
1900 Fairfax Road
P.O. Box 6492
Annapolis, MD 21401-0492

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

If transaction or transactions wholly 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 February 6 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Morley Candy Makers - East, Inc.
 Address 23770 Hall Road (M-59), Mt. Clemens, MI 48043

2. SECURED PARTY

Name NBD Bank, N.A.
 Address 611 Woodward Avenue, Detroit, MI 48226
Darryl Overall, NBD Bank, N.A., Mt. Clemens Commerical Loan Center, 10 South Gratiot, Suite 104, Mt. Clemens, MI 48043
 Person And Address To Whom Statement Is To Be Returned 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

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

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

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

RECORD FEE 11.00
 POSTAGE .50
 #371830 C489 R02 T15:34
 03/03/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

Thomas M. Morley
 (Signature of Debtor)

Morley Candy Makers- East, Inc.
 Type or Print Above Name on Above Line

James G. Petz
 (Signature of Debtor)

Type or Print Above Signature on Above Line

Darryl Overall
 (Signature of Secured Party)

NBD Bank, N.A.
 Type or Print Above Signature on Above Line

115
 5
 1100
 50



EXHIBIT A TO FINANCING STATEMENT MADE
BY MORLEY CANDY MAKERS-EAST, INC. ("DEBTOR")
IN FAVOR OF NBD BANK, N.A. ("SECURED PARTY")

All of the following described property of Debtor, whether now owned or existing or hereafter acquired or arising and wherever located (all of which is herein collectively called the "Collateral"):

(a) All of Debtor's present and future accounts, including, but without limitation, all accounts receivable and all monies and claims for money due or to become due to the Debtor;

(b) All of Debtor's inventory of every type, wherever located, including but not limited to raw materials, work in process, finished goods and all inventory that is available for leasing or leased to others by the Debtor;

(c) All books and records of the Debtor related in any way to the Collateral described in clauses (a) and (b) above;

(d) All substitutions and replacements for, and all additions and accessions to, any and all of the foregoing; and

(e) All products and all proceeds of any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Feb. 25, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HAYWARD BAKER, INC.
Address 1875 Mayfield Ave., Odenton, MD. 21113

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any)

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

1 - Ingersoll-Rand T4W Drill Rig, SN 11532 and all attachments and accessories thereto.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00
POSTAGE .50
#371840 C489 R02 T15#35
03/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

HAYWARD BAKER, INC.

Robert M. Rubright V.P.
(Signature of Debtor) (Title)

ROBERT M. RUBRIGHT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

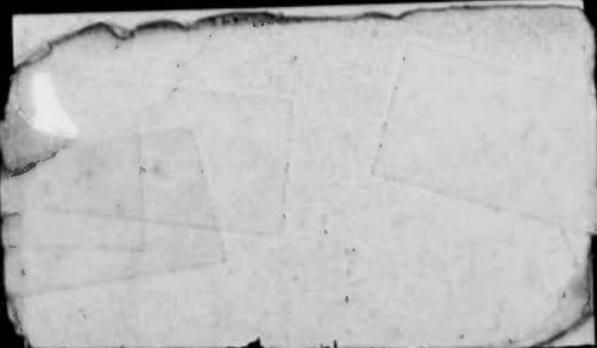
INGERSOLL-RAND EQUIPMENT SALES

Bradley W. Berger
(Signature of Secured Party)

Bradley W. Berger, Operations Mgr.

Type or Print Above Signature on Above Line

1100
30



STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
NOT SUBJECT TO RECORDATION TAX.

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272042

RECORDED IN LIBER 524 FOLIO 198 ON 3/11/88 (DATE)

1. DEBTOR

Name Branham, John E.

Address 8133 Hog Neck Road Pasadena, MD 21222

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

ORIX Credit Alliance, Inc. P.O. Box 676 Hanover, Maryland 21076

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;">AMENDMENT</p>
	<p>To Amend Original Financing Statement as follows: See Letter Agreement attached hereto.</p>	
	<p>To Correct the Secured Party's Name & Address as follows:</p> <p>From: Credit Alliance Corporation P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061</p> <p>To: ORIX Credit Alliance, Inc. P.O. Box 676, 1331A Ashton Road Hanover, Maryland 21076</p>	

RECORD FEE 10.00
POSTAGE .50
#371850 0489 R02 715:35
03/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

John E. Branham

ORIX Credit Alliance, Inc.

John E. Branham
(Signature of Debtor)
JOHN E. BRANHAM, PRES.
Type or Print Above Name on Above Line

Frankie Tetlow
(Signature of Secured Party)
FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

Dated 2/24/92

ORIX CREDIT ALLIANCE, INC.

~~XXXXXXXXXXXX~~ 300 Lighting Way
~~XXXXXXXXXXXX~~ Secaucus, New Jersey 07096-1525
New York, New York 10021

Re: Account # 10606B-C-02-05244-7

Gentlemen:

The undersigned is indebted to you in the sum of \$ 36,410.00, representing the present Unpaid Balance owing to you under a Conditional Sale Contract/Mortgage/Lease (herein called "Contract"), dated March 3, 1988 and/or a note or notes issued pursuant thereto (herein called "Notes"), if any, between the undersigned as obligor and/or maker (or its predecessor in interest) and Beltway International Trucks, Inc. as obligee and/or payee, covering property described therein and now located at: 8133 Hog Neck Road
Pasadena, MD 21222

The undersigned requests you to extend the time of payment of said Unpaid Balance so that it will be payable in consecutive monthly installments with the first installment being due on February 20, 1992, and subsequent installments on the same day of each succeeding month thereafter until paid, as follows: 22 installments, each in the amount of \$ 1,655.00

In order to induce you to agree to the foregoing extension, and in consideration of your so doing, the undersigned warrants that the Unpaid Balance is a valid, binding and existing obligation of the undersigned, due and payable without any defense, counterclaim or offset whatsoever, and promises and agrees to pay the Unpaid Balance to your order according to the terms set forth above, at your office or such other place of payment you may designate, and in the event of a default in the payment of any amount when due or otherwise under the Contract, the entire unpaid indebtedness shall, at your option, to the extent permitted by applicable law, immediately become due and payable and you may enforce your rights and remedies under the Contract and/or Notes as if this extension had not been granted, and the undersigned grants you a security interest in all equipment, inventory, goods, accounts, chattel paper, notes receivable, accounts receivable, machinery, fixtures, general intangibles, contract rights, assets and property of every kind and nature now owned or hereafter acquired to secure the payment, performance and fulfillment of all obligations of the undersigned to you now existing or hereafter incurred, whether direct or indirect and whether acquired by you by assignment from the above obligee or another and whether or not now contemplated by us. Late charges will be due and payable on any amount from and after maturity whether by acceleration or otherwise, at the rate of 1/15th of 1% per day but not to exceed any maximum permitted by law. You are authorized to file financing statements or a reproduction hereof as a financing statement.

The undersigned further acknowledges and warrants that legal title to or a first lien upon the property described in the Contract is and shall continue to be vested in you, your successors and assigns, until the undersigned has paid in full, and has performed all of its obligations to you, with interest, whether under the Contract and/or Notes or otherwise. If a note or notes are delivered to you pursuant hereto they shall be deemed only evidence of said indebtedness and not payment thereof until such notes are collected by you in full. Your acceptance hereof shall in no manner prejudice your rights or alter your position under the Contract and/or Notes. **As part of the consideration for your acceptance hereof, the undersigned hereby: (a) 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 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, you agreeing to send notice thereof to the undersigned at the address shown hereinbelow, or if none be shown hereinbelow, at the last known address of the undersigned according to your records, by certified mail, within three days of such service having been effected; (b) agrees to the exclusive venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder except with respect to any action seeking relief in any collateral; (c) waives any right it may have to transfer or change the venue of any litigation brought in accordance herewith; and (d) waives any and all rights to a trial by jury in any action based hereon, or arising hereunder or under the Contract. Any rate or charge ("rate") charged, to be charged or provided for in any way hereunder, under the Contract and/or the Notes, shall not in any event exceed any maximum permitted by applicable law and any such rate is hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum hereunder. Any provision hereof or of the Contract or of the Notes violative of applicable law shall not be effective for any purposes whatsoever but without effecting any other provisions of said documents. Except as herein specifically modified, all of the terms, provisions and conditions of the Contract and Notes remain and continue in full force and effect and binding upon the undersigned.**

Dated: February 24, 1992

Very truly yours,

Witness or Attest:

Carol Green 2/24/92

John E. Branham

Address: _____

By: [Signature] (Seal)

SSN Masked

Social Security No. or Federal I.D. Number

ORIX Credit Alliance, Inc.:

We consent to the above, request you to accept the same, and agree that any and all of your rights of recourse to us shall not thereby be diminished, altered or affected.

Dated: _____, 19 _____

(Original Vendor Mortgage Lessor)

Address: _____

By: _____ (Seal)

(Title)

Accepted at New York, New York

ORIX CREDIT ALLIANCE, INC.

By: [Signature]

CA-L-12E



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

<p>FOR OFFICE USE ONLY</p> <p>BOOK 578 PAGE 154</p> <p>285810</p>	<p>Debtor(s) Name (Last Name, First) Complete Address</p> <p>KOP-FLEX, INC. HARMANS ROAD, 7565 HARMANS, MD 21077</p> <p>MOR-2097</p>	<p>Maturity date (if any):</p>
	<p>Secured Party(ies) and Complete Address</p> <p>MARUKA U.S.A. INC. 16 CHAPIN ROAD PINE BROOK, NJ 07058</p>	<p>FOR OFFICE USE ONLY</p> <p>RECORD FEE 11.00 POSTAGE .50 #371860 0489 R02 T15:36 03/03/92 MARY M. ROSE AA CO. CIRCUIT COURT</p>
	<p>Assignee(s) of Secured Party and Complete Address</p>	

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

One new unit Mori Seiki CNC Lathe, Model SL-35B/750, Serial # 985, with Fanuc 15TF Control, SMW KNCS 315 Chuck, 30/22 KW Main Motor (40/29.5 HP), Individual external Hour Meter, Machine is Mori Seiki Blue & White Colors, Chip Conveyor with discharge height of 60 inches, two pressure systems for Chuck, Programmable Tailstock, two pressure systems for Programmable Tailstock and all other Standard Accessories.

NOT SUBJECT TO RECORDATION TAX BECAUSE THE EQUIPMENT IS BEING PURCHASED FROM THE SECURED PARTY. SECURED PARTY IS SELLER.

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

b. Name and complete address of record owner.

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

Filed with Register of Deeds and Mortgages of _____ County. Secretary of State

Filed with the ~~County~~ Clerk of Circuit Court, Ann Arundel _____ County.

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

KOP-FLEX, INC. _____ MARUKA U.S.A. INC.
James Stevenson, C.F.O. Finance _____ Masaki Sasaki, General Manager

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of ~~New Jersey~~ Maryland
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

285811

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) KIDD, CHARLES R KIDD, HOPE A 1706 KIRK RD GLEN BURNE, MD 21061	2. Secured Party(ies) and address(es) BETTER BUILT 4496 MOUNTAIN RD PASHADUNA, MD 21122	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #371870 C489 R02 T15:36 03/03/92 MARY M. ROSE AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: QUARR-FIRE WOOD INSERT 6" DIRECT CONNECT		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FIN. CORP. 2568A RIVIERA RD ANNAPOLIS, MD 21401
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: <u>Charles Kidd</u> Signature(s) of Debtor(s)	By: <u>BETTER BUILT</u> Signature(s) of Secured Party(ies)	

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

12/03



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

If transaction or transactions wholly 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 UCB Services, Inc. (LESSEE)
 Address 111 West Jackson Blvd., Chicago, IL 60604 (UCBS1)

2. SECURED PARTY

Name Meridian Leasing Corporation (LESSOR)
 Address 570 Lake Cook Road, Suite 300, Deerfield, IL 60015

Return To: Meridian Leasing Corp.

Person And Address To Whom Statement Is To Be Returned UCC Department
570 Lake Cook Road
Deerfield, IL 60015

3. Maturity date of obligation (if any) _____

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

All Equipment now leased by Lessee, UCB SERVICES, INC., from Lessor, Meridian Leasing Corporation, under Supplement Number 1, dated August 29, 1991, and the equipment as to Master Lease Agreement, dated August 15, 1991, 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.

Name and address of Assignee

Not Subject to Recordation Tax

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)

Filed with Clerk of Anne Arund County, Maryland

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

UCB SERVICES, INC.

 (Signature of Debtor)

NED MOSER
 Type or Print Above Name on Above Line
 Title: Vice President

 (Signature of Debtor)
9/2/91
 Type or Print Above Signature on Above Line

MERIDIAN LEASING CORPORATION

 (Signature of Secured Party)

 Type or Print Above Signature on Above Line
 Title: _____



EXHIBIT A

EQUIPMENT: Manufactured by GENERAL DATA COMM.

LOCATION: UCB SERVICES, INC.
 739 ROOSEVELT ROAD
 BUILDING 8, SUITE 100
 GLEN ELLYN, IL 60137

<u>Qty</u>	<u>Type/Model</u>	<u>Description</u>
2	1264-244L	24 CHANNEL BASE MUX
4	1264-24E	24 CHNL EXPANSION CHASSIS
32	1264-QC	QUAD CHASSIS CARD
1	MT-PS216	CHASSIS POWER SUPPLY
1	MTCC916	MODEM CHASSIS
16	MT932ER	V.32 RACKMOUNT MODEMS
3	NMS510-DBU89	DSU/CSU W/DIAL BACKUP
2	ASOFTWARE	APPLICATION SOFTWARE
1	CABLE	VARIOUS CABLES
1	GL720	CABINET W/ CASTERS
1	G58K075001	INTERFACE KIT
1	ASOFTWARE	NETCON SSC DATA MGMT SYS.
1	GL720	CABINET W/ CASTERS
1	FD10KVA	10 KVA POWER BACKUP UNIT
1	ASSTWIRE	ELECTRICAL WIRING

LOCATION: UCB SERVICES, INC.
 7240 PARKWAY DRIVE
 SUITE 140
 HANOVER, MD 21076

<u>Qty</u>	<u>Type/Model</u>	<u>Description</u>
1	1264-244L	24 CHANNEL BASE MUX
1	1264-08E	8 CHANL EXPANSION CHASSIS
8	1264-QC	QUAD CHASSIS CARD
2	NMS510-DBU89	DSU/CSU W/DIAL BACKUP
1	MTCC916	MODEM CHASSIS
1	MT-PS216	CHASSIS POWER SUPPLY
13	MT932ER	V.32 RACKMOUNT MODEMS
1	CABLE	VARIOUS CABLES
1	GL480	CABINET

The above equipment is leased to UCB SERVICES, INC. as Lessee, under Supplement Number 1 dated as of August 29, 1991, to a certain Master Lease Agreement ("Master Lease Agreement"), dated August 15, 1991, 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: UCB SERVICES, INC.
 111 WEST JACKSON BLVD.
 CHICAGO, IL 60604

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. 23203C040R01 recorded in
Liber 465, Folio 410 on September 6, 1983 (Date).

1. DEBTOR(S):

Name(s) Thomas H. Caraker IV

Address(es) 1021 Cayer Drive #203 Glen Burnie Md 21061

2. SECURED PARTY:

Name Chrysler First Financial Services (formerly Finance America)

Address 8201 Corporate Drive #140 Landover, MD 20785

Person and Address to whom Statement is to be returned if different from above. RECORD FEE 10.00
POSTAGE .50

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

#078220 C191 R03 712453
03/03/92

- 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.

MARY M. ROSE
COURT

9. SIGNATURES.

SECURED PARTY

Chrysler First Financial Services

By *Paul C. Palmer*

Paul C. Palmer, Branch Manager
(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.

155



STATE OF MARYLAND
 FINANCING STATEMENT BOOK 578 PAGE 159
 FORM UCC-1

285813

Identifying File No. 12617

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1873.70

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

This financing statement Dated 2/27/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name APRIL ZION
 Address 1628 Colony RD PASADENA, MD 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address 10 N MAIN ST BELAIR, MD 21014

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

3. Maturity date of obligation (if any) _____

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

Ten speed Bike
 Stair stepper Exercise equipment
 1/4 Carat Diamond Ring
 Canopy water Bed
 Casio Typewriter

RECORD FEE	11.00
RECORD TAX	14.00
POSTAGE	.50

#070230 C191 R03 Y12:53
 03/07/92
 MARY H. ROSE
 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)

April Zion
 (Signature of Debtor)

APRIL ZION
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Connie A. Bridgeman
 (Signature of Secured Party)

Connie A. Bridgeman
 Type or Print Above Signature on Above Line

14
 150



Exempt from Taxes
(K)UCC 1208K-y

STATE OF MARYLAND Conditional Sales Contract

FINANCING STATEMENT FORM UCC-1

BOOK 578 PAGE 160

Identifying File No. 285814

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

If transaction or transactions wholly 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 2/22/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Martin G. & Susan K. Wright
Address 7832 Falling Leaves Ct. Ellicott City, MD 21043

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 6710 Ritchie Hwy S+E Glen Burnie MD

Person And Address To Whom Statement Is To Be Returned If Different From Above. 21061

3. Maturity date of obligation (if any)

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

- 1. DFDP 42412 Table c.c.
- 2. ② S-9500 Berlyn Side
- 3. ② A-9501 Berlyn Arm

CHECK THE LINES WHICH APPLY

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

RECORD FEE 1.20
RECORD FEE 10.80
POSTAGE .50
#078570 C191 R03 T13:50
03/03/92

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

MARY H. ROSE
AA CO. CIRCUIT COURT

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

Martin G. Wright
(Signature of Debtor)

MARTIN G. WRIGHT
Type or Print Above Name on Above Line

Susan K. Wright
(Signature of Debtor)

Susan K. WRIGHT
Type or Print Above Signature on Above Line

Anna D. Beerulle
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1850



STATE OF MARYLAND
 BOOK 578 PAGE 101
 FORM UCC-1

Identifying File No. 285815

FINANCING STATEMENT

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

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

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

This financing statement Dated 2/21/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ms Emma Flowers
 Address 283 Berkeley Dr. Severna Park Md 21446

2. SECURED PARTY

Name Howest Financial Leasing
 Address 6710 Ritchie Hwy Suite E 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) 2/21/95

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

- 1) SOFA STYLE M1-2903
- 2) LOVESEAT " M1-2503
- 3) WING CHAIR " M5-2190

RECORD FEE 11.00
 POSTAGE .50
 #078580 C191 R03 T13:50
 03/03/92

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) MARY W. ROSE AA CO. CIRCUIT COURT

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

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

Emma Flowers
 (Signature of Debtor)

EMMA FLOWERS
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Arthur S. Monroe Jr.
 (Signature of Secured Party)

ARTHUR S. MONROE, JR.
 Type or Print Above Signature on Above Line



acc # 0558188479775

STATE OF MARYLAND *Antonia V. Wright*
285816

FINANCING STATEMENT Form UCC-1 Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2000.00

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

This financing statement Dated 9.24.91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Antonia V. Wright *Adv. Crumdel*

Address 116 Silopanna Rd, Annapolis Md 21403

2. SECURED PARTY

Name Sears Credit Central #8425
Address 7023 Albert Pick Rd.
Greensboro, N. C. 27409-9500

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

3. Maturity date of obligation (if any) _____

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

Remodeled bath - \$3547.00

Secured party is seller.
Exempt from recordation tax
under 12-108 (A) (4)

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#078650 C191 R03 T14:00
03/03/92
MARY H. ROSE
AA CO. CIRCUIT COURT

Antonia V. Wright
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sears, Roebuck & Co.
(Signature of Secured Party)
P. H. Chase, Credit Manager
10/24/91
Type or Print Above Signature on Above Line

Sears Credit Central #8425
7023 Albert Pick Rd.
Greensboro, N. C. 27409-9500

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 284152

RECORDED IN LIBER 570 FOLIO ±63 ON July 23, 1991 (DATE)

1. DEBTOR

Name G.B. Glenmark Ltd.Co. dba Leedmark
 Address 6721 Chesapeake Center Drive, Glen Burnie, Md. 21060

2. SECURED PARTY

Name **HOBART CORPORATION**
 World Headquarters
 Address **Troy, Ohio 45374**

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

3. Maturity date of obligation (if any) _____

CHECK THE FORM OF STATEMENT

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

RECORD FEE 10.00
 POSTAGE .50
 #078730 C191 R03 T14*06
 03/03/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

248638 Annapolis

Dated February 20, 1992

HOBART CORPORATION

(Signature of Secured Party)
Dennis V. Rubeck
 Type or Print Above Name on Above Line

Dennis Rubeck
 Manager Credit Services

UCC-3 STATE OF MARYLAND

1556



UNIFORM COMMERCIAL CODE

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

283101

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

RECORDED IN LIBER 565 FOLIO 439 ON 2-28-91 (DATE)

1. DEBTOR

Name Leedmark
Address 6721 Chesapeake Center Drive, Glen Bernie, Md. 21060

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters
Troy, Ohio 45374

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

3. Maturity date of obligation (if any)

CHECK THE FORM OF 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: POSTAGE</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: TERMINATION (Indicate whether amendment, termination, etc.) MARY H. ROSE H.H. CO. CIRCUIT COURT</p>

10.00
.50

ROJ T14406
03/03/92
MARY H. ROSE
H.H. CO. CIRCUIT COURT

225645 Annapolis
A

Dated February 20, 1992

HOBART CORPORATION

(Signature of Secured Party)

Dennis V. Rubeck
Type or Print Above Name on Above Line

UCC-3 STATE OF MARYLAND

Dennis Rubeck
Manager Credit Services

1050



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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283098

RECORDED IN LIBER 565 FOLIO 431 ON Feb. 28, 1991 (DATE)

1. DEBTOR

Name G.B. Glenmark Ltd. Co.
 Address 6740 Baymeadow Drive, (P.O.Box) 550) Glen Brnie, Md. 21060

2. SECURED PARTY

Name **HOBART CORPORATION**
 Address **World Headquarters
 Troy, Ohio 45374**

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

3. Maturity date of obligation (if any) _____

CHECK THE 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: Terminations <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
 POSTAGE .50
 #078750 C19 R03 T14706
 03/03/92
 MARY H. ROSE
 AA CO. CIRCUIT COURT

225645 Annapolis
 B

Dated February 20, 1992

HOBART CORPORATION
 (Signature of Secured Party)

Dennis Rubeck
 Type or Print Above Name on Above Line

UCC-3 STATE OF MARYLAND

Dennis Rubeck
 Manager Credit Services



NationsBank

Financing Statement

NationsBank of Maryland (formerly known as Sovran Bank/Maryland)

(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 573 Folio 446 File # 284856
 Financing Statement }

Recorded at Anne Arundel Co. Date of Financing Statement 10/23/91

Name	Address			
1. Debtor(s) (or assignor(s))	No.	Street	City	State
<u>Annapolis Mitsubishi</u>	<u>284</u>	<u>West Street</u>	<u>Annapolis, Maryland</u>	<u>21401</u>

2. Secured Party
NationsBank of Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817
 (formerly known as Sovran Bank/Maryland)

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 _____.

RECORD FEE 10.00
 POSTAGE .50
 #078770 0191 R03 114:07
 03/03/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

Debtor(s) _____
 Secured Party:
NationsBank of Maryland
 (formerly known as Sovran Bank/Maryland)
 By: Jeffrey D. Weeks

 Jeffrey D. Weeks
Type Name

 Senior Vice President
Title

 February 25, 1992
Date

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NationsBank®

Financing Statement

NationsBank of Maryland
 (formerly known as Sovran Bank/Maryland)

(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 574 Folio 695 File # 285161
 Financing Statement }
 Recorded at Anne Arundel Co. Date of Financing Statement 12-2-91

Name	Address			
1. Debtor(s) (or assignor[s])	No.	Street	City	State
<u>Automobile Sales and Services, Inc.</u>	<u>284</u>	<u>West Street,</u>	<u>Annapolis,</u>	<u>Maryland 21401</u>

2. Secured Party
NationsBank of Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817
 (formerly known as Sovran Bank/Maryland)
 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 _____.

RECORD FEE 1.00
 RECORD FEE 9.00
 POSTAGE .50
 #078760 0191 R03 T14:00
 03/03/92
 MARY H. ROSE
 AA CO. CIRCUIT COURT

Debtor(s)	Secured Party: NationsBank of Maryland (formerly known as Sovran Bank/Maryland)
_____	By: <u><i>Jeffrey D. Weeks</i></u>
_____	Jeffrey D. Weeks
_____	Type Name
<u>February 21, 1992</u>	<u>Senior Vice President</u>
Date	Title

108

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 _____

Clerk of Circuit Court - Anne Arundel County

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

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

Gardiner and Gardiner, Inc.
2111 Baldwin Avenue
Crofton, MD 21114

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

Ingersoll-Rand Company,
Ingersoll-Rand Equipment Sales Division
5681 Main Street
Elkridge, MD 21227

Name & address of Assignee

Associates Commercial Corporation
P. O. Box 241385
Charlotte, NC 28224-1385

RECORD FEE 11.00

Date of maturity if less than five years

Check if proceeds of collateral are covered
(X) 07/03/92

Description of collateral covered by original financing statement

- One (1) Ingersoll-Rand Model P160WJD Portable Air Compressor, S/N: 183568
- One (1) Ingersoll-Rand Model PB85A Paving Breaker, S/N: RRH1908
- One (1) Ingersoll-Rand Model 341A2M Air Tamper, S/N: SQK17085

complete with all present and future attachments, accessories, replacement parts, repairs, additions and all proceeds thereof.

MARY M. ROSE
AA CO. CIRCUIT COURT

RECORDATION TAX EXEMPT - CONDITIONAL SALES CONTRACT.

Describe Real Estate if applicable:

Gardiner and Gardiner, Inc.

Signature of Debtor if applicable (Date)

X *Francis E. Gardiner, Jr. Pres.*
Gardiner and Gardiner Inc.

Francis E. Gardiner, President

Ingersoll-Rand Company,
Ingersoll-Rand Equipment Sales Division

Signature of Secured Party if applicable (Date)

Bradley W. Berger

Bradley W. Berger, Operations Manager

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 Leasetec Corporation
Address 1401 Pearl Street Boulder, CO 80302

2. SECURED PARTY

Name Mellon Bank, N.A.
Address 3 Mellon Bank Center, Room 2306
Pittsburgh, PA 15259

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

3. Maturity date of obligation (if any) _____

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

Memorex Telex Corporation electronic data processing equipment including all equipment and proceeds covered by MLA #M5482000 and Schedule 16 for Atlantic Residential Mtg. Corp. See attached sheet for equipment configuration.

(Memorex #30B) (MD-Anne Arundel)

Name and address of Assignee

True Lease-not subject to recordation tax. Does not create security interest

RECORD FEE 11.00
#078850 C191 R03 T14:12
03/03/92

CHECK THE LINES WHICH APPLY

MARY M. ROSE

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

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

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

Geraldine H. Von Hoene
(Signature of Debtor)

Leasetec Corporation Geraldine H. Von Hoene, Manager
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mellon Bank, N.A.

(Signature of Secured Party)

Mary M. Rose
Type or Print Above Signature on Above Line

11





S.O. No.(s) 753965

Equipment Lease Schedule No. 16 **to**
Master Equipment Lease Agreement No. M5482000

Lessor: Memorex Telex Corporation
 6422 East 41st Street
 Tulsa, Oklahoma 74135-6192

Lessee: Atlantic Residential Mtg. Corp
1268 Bay Dale Drive
Arnold, MD 21012

Installation address of the Equipment

Customer No. 19340107

S A M E
 Street Address

City County State Zip

Memorex Telex Corporation ("MTC"), by its acceptance, hereby leases to the Lessee and the Lessee hereby leases from MTC the equipment described in this Equipment Lease Schedule ("Schedule") subject to the terms and conditions of the above identified Master Equipment Lease Agreement ("Agreement") which are incorporated herein and made a part hereof as if set forth in this Schedule. By their execution hereof, the parties reaffirm the terms and conditions of said Agreement and acknowledge that it remains in full force and effect.

Type/Model	Quantity	Serial Number	Unit Purchase Price	Unit Lease Charge	Total Lease Charge	Party to Install Equipment
1472-C	1			\$49.45	\$49.45	Customer

1. ORIGINAL TERM: The Original Term of this Lease shall be for thirty-six (36) calendar months and shall begin on the Commencement Date as this term is defined in the above referenced Agreement.

2. RENT: Payment of monthly rent for the above equipment shall begin on the Commencement Date and shall be due on the first day of each calendar month thereafter for a total of (36) equal consecutive monthly payments in the amount of \$ 49.45

3. END OF ORIGINAL TERM: Unless sixty days prior written notice has been given by either party, this Schedule shall continue in full force and effect after the Original Term on a monthly basis until such notice is given, provided the Lessee is not in default. Monthly rent for each month after the Original Term shall be payable on the first day of each month and shall be equal to the then prevailing monthly lease rate of MTC. The terms and conditions of the above referenced Agreement shall govern the rental of equipment after the completion of the Original Term.

THIS SCHEDULE WILL NOT BE EFFECTIVE UNTIL EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF THE LESSEE AND IS ACCEPTED BY MTC.

LESSOR: Memorex Telex Corporation

LESSEE: Atlantic Residential Mtg. Corp

BY: Patricia A. Danley 9/12/91
 Authorized Signature Date

BY: Keith W. Stackhouse
 Authorized Signature Date 7/9/91

PATRICIA A. DANLEY
 Supervisor
Contracts, COP, Billing
 Typed or Printed Name Title

Keith Stackhouse President
 Typed or Printed Name Title



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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 36,876.46

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

This financing statement Dated 01/27/92 PAID TO SDAT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hardee's Food Systems, Inc.

Address 1233 North Church St., Rocky Mount, NC 27802-1619

2. SECURED PARTY

Name Coca-Cola Financial Corporation

Address One Coca-Cola Plaza, Atlanta, GA 30313

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

3. Maturity date of obligation (if any)

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

RECORD FEE 11.00

#078870 C191 R03 T14:23

This filing is to notify all persons that equipment located at the Lessee store locations listed on the attached "EX B", which is generally described as, Giro-D Automatic Post Mix Dispensing equipment together with all additions, accessions, costs of installation, proprietary rights of Lessor's parent company relating to the foregoing and insurance proceeds payable including, without limitation, chattel paper, accounts, general intangibles, instruments, negotiable documents, and insurance payable by either loss or damage to the equipment, is leased to Lessee pursuant to a Lease Agreement. All ownership, right and title to the foregoing remains vested with Lessor. CHECK THE LINES WHICH APPLY #17

Name and address of Assignee 03/03/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

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

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

Recordation fee has been paid to Dept. of Assessment & Taxation check # 500 57643

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

(Signature of Debtor)

HARDEE'S FOOD SYSTEMS, INC.

Type or Print Above Name on Above Line

Jesse M. Harrington
 JESSE M. HARRINGTON, JR. of Debtor)
 SENIOR VICE PRESIDENT - TREASURER

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Alan S. Kole

ALAN S. KOLE
 Type or Print Above Signature on Above Line

EXHIBIT "B"

The following is a list of Hardee's stores located in Anne Arundel County, MD.

<u>Hardee's Unit #</u>	<u>Street Address</u>	<u>City</u>
1202123	1699 Crain Highway	Glen Burnie
1202156	Ridgeview Plaza	Hanover



- () TO BE RECORDED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
- (X) TO BE FILED IN THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
- () TO BE RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

Dated: March 3, 1992

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

Name of Debtor: GLEN BURNIE INDUSTRIAL PARK LIMITED PARTNERSHIP
a Maryland limited partnership

Address of Debtor: c/o MIE Investment Company RECORD FEE 40.00
Beltway West Corporate Center POSTAGE .50
5720 Executive Drive
Baltimore, Maryland 21228-1789

Name of Secured Party: AID ASSOCIATION FOR LUTHERANS,
a Wisconsin corporation

Address of Secured Party: 4321 North Ballard Street #622990 C603 R04 T12:15
Appleton, Wisconsin 54919
Attention: Investment Division

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

03/03/92

(i) any and all property now or hereafter belonging or pertaining to any of the real estate described in Exhibit A attached hereto (the "Property") and other property herein mentioned; and any and all rights and interests of every name and nature now or hereafter owned by Debtor forming a part of or used in connection with the Property and the operation and convenience of the buildings and improvements located thereon (whether such rights now exist or subsequently arise), and all rents, issues and profits thereof for so long and during all such times as Debtor may be entitled thereto;

40
2



(ii) any and all walkways, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and articles of personal property of every kind and nature whatsoever now or hereafter ordered for delivery to the Property or any improvements thereon (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in land herein conveyed, or any part thereof, and used or usable in connection with any present or future operation of the Property or any improvements now or hereafter thereon, in each case now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, air-conditioning, lighting, laundry, incinerating, electrical and other power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating (whether single units or centrally controlled), and communications apparatus, elevators, escalators, shades, awnings, draperies, curtains and curtain rods, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges and ovens, refrigerators, freezers, garbage disposal units, trash compaction units, dishwashers, laundry washers and dryers, sump pumps, attached cabinets, partitions, ducts and compressors, and all equipment, items, supplies, components and materials (whether or not incorporated) installed or to be installed or used or usable in connection with the construction, erection or operation of the building or buildings or appurtenant facilities erected or to be erected upon the Property (it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically enumerated), excluding, however, personal property, trade fixtures, inventory and equipment owned by any tenant actually occupying all or part of the aforesaid real and personal property;

(iii) all of the rents, income, receipts, revenues, issues, and proceeds of and from the Property, including all insurance proceeds and unearned premiums pursuant to the insurance provisions in the Deed of Trust (as hereinafter defined);

(iv) all of Debtor's right, title and interest in and to any leased fixtures, furnishings or equipment used in connection with the Property;

(v) all of Debtor's right, title and interest in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Property or under or above the same, or any part or parcel thereof;

(vi) Debtor's interest as lessor in and to all leases, licenses and concessions of the Property, or any part thereof, heretofore made and entered into, and in and to all leases, licenses and concessions hereafter made and entered into by Debtor during the life of the Deed of Trust or any extension or renewal thereof;

(vii) all of Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any municipal, state or federal authorities or boards to the present and all subsequent owners of the land, improvements, fixtures and personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the land, improvements, fixtures and/or personalty;

(viii) all of the water, sanitary and storm sewer systems now or hereafter owned by Debtor, its successors or assigns, which are now or hereafter located on, over or upon the Property or any part thereof, including but not limited to all water mains, real estate service laterals, hydrants, valves and appurtenances, sanitary sewer lines, sanitary sewer mains, sanitary sewer laterals, sanitary sewer manholes and sanitary sewer appurtenances;

(ix) all paving for streets, roads, walkways or entranceways now or hereafter owned by Debtor which are now or hereafter located on the Property or any part thereof;

(x) all of Debtor's rights to any fictitious, trade or other names used in connection with the land, improvements, fixtures and/or personalty, the good will of Debtor in connection therewith, and the right to carry on business under any and all such name or names and variation thereof;

(xi) a security interest in any funds deposited by Debtor with Secured Party, including accounts, monies and deposits now or hereafter in possession or control of Secured Party;

(xii) all deposits held by Secured Party pursuant to the Deed of Trust for use in the payment of real property taxes, insurance premiums or other charges due in connection with the land, improvements, fixtures and/or personalty;

(xiii) all of Debtor's right, title and interest in and to all tenant security deposits, cash, utility deposits and insurance premium rebates to which Debtor may be entitled or which Debtor may be holding;

(xiv) all of Debtor's right, title and interest in and to any repair and maintenance reserves for the land, improvements, fixtures and/or personalty and any interest accrued thereon;

(xv) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all agreements relating to design, architectural, construction and engineering services for the land and improvements, and all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all building permits, certificates of occupancy and the like, relating to the land, improvements, fixtures and/or personalty;

(xvi) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all agreements now existing or hereafter entered into in connection with the use, operation, and sale of the land, improvements, fixtures and/or personalty or any part thereof including, without limitation, management agreements, leasing agreements and operating agreements;

(xvii) all of Debtor's right, title and interest in and to any and all causes of action and recoveries for any damage, loss or diminution in the value of the land, improvements, fixtures and/or personalty; and

(xviii) a security interest in the proceeds of any disposition of all or any of the property comprised within the aforesaid real and personal property, to the full extent that such security interest is provided for or permissible under the laws of the State of Maryland.

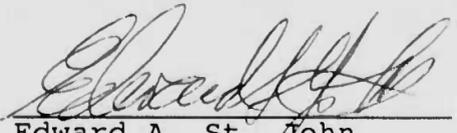
II. The above-described goods, property, interest and rights are located at or relate to the Property and the improvements now or hereafter existing thereon, situate, lying and being in Anne Arundel County, Maryland.

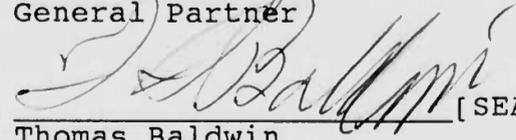
III. This Financing Statement publicizes the Indemnity Deed of Trust and Security Agreement (the "Deed of Trust") dated as of even date herewith, executed by Debtor in favor of the trustees named therein for the benefit of the Secured Party, securing a debt in the amount of Two Million Three Hundred Thousand Dollars (\$2,300,000) to the Secured Party, and recorded among the Land Records of Anne Arundel County, Maryland.

IV. Proceeds of the collateral are also covered.

DEBTOR:

GLEN BURNIE INDUSTRIAL PARK
LIMITED PARTNERSHIP,
a Maryland limited partnership

By:  [SEAL]
Edward A. St. John
General Partner

By:  [SEAL]
Thomas Baldwin
General Partner

By:  [SEAL]
William E. Dixon
General Partner



EXHIBIT A

LEGAL DESCRIPTION

BEGINNING FOR THE FIRST at a point along the northeast side of Grayburn Drive, 60 feet wide, said point marking the division line between Lot 1 and Lot 2 as shown on the Plat of "Glen Burnie Industrial Park" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 40, page 31; thence leaving said point of beginning and running with and binding along the aforesaid northeast side of Grayburn Drive,

- 1) north 32 degrees 32 minutes 10 seconds West 107.98 feet to a point of curvature; thence
- 2) Northeasterly 83.16 feet along the arc of a curve deflecting to the right, having a radius of 50.00 feet and a chord of North 15 degrees 6 minutes 39 seconds East 73.90 feet to a point of tangency along the southeast side of Penrod Court, 60 feet wide, thence running with and binding along said southeast side of Penrod Court,
- 3) North 62 degrees 45 minutes 30 seconds East 250.90 to a point of curvature, thence
- 4) Northeasterly, 53.56 feet along the arc of a curve deflecting to the right, having a radius of 275.52 feet and a chord of North 68 degrees 19 minutes 47 seconds East, 53.49 feet to a point marking the division line between Lot 2 and Lot 3 as shown on the aforementioned plat of "Glen Burnie Industrial Park", thence running with and binding along said division line,
- 5) South 16 degrees 6 minutes 10 seconds East 159.96 feet to a point marking the rear division line between Lot 1 and Lot 2, thence running with and binding along the eastern boundary line of lot 1,
- 6) South 12 degrees 2 minutes 20 seconds West 207.30 feet and
- 7) South 82 degrees 27 minutes 40 seconds East 46.87 feet to intersect the north side of Eighth Avenue North, 80 feet wide, thence running with and binding along said north side of Eighth Avenue North,
- 8) South 58 degrees 34 minutes 20 seconds West 153.08 feet to a point of curvature; thence
- 9) Northwesterly, 77.57 feet along the arc of a curve, deflecting to the right, having a radius of 50.00 feet and a chord of north 76 degrees 58 minutes 53 seconds West 70.02 feet to a point of tangency along the aforementioned Grayburn Drive, thence running with and binding along said Grayburn Drive,

10) North 32 degrees 32 minutes 10 seconds West 153.78 feet to the point of beginning.

CONTAINING in all 2.255 acres of land, more or less.

BEING KNOWN AND DESIGNATED as Lots 1 and 2 as shown on the Plat entitled "Glen Burnie Industrial Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 40, folio 31.

BEGINNING FOR THE SECOND at a point along the north side of Penrod Court, 60 feet wide, said point marking the division line between Lot 4 and Lot 5 as shown on the Plat of "Glen Burnie Industrial Park", recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 40, page 31; thence leaving said Penrod Court and running with and binding along the aforesaid division line between Lot 4 and Lot 5

1) North 5 degrees 14 minutes 40 seconds West 70.00 feet, erroneously shown on said Plat as North 4 degrees 14 minutes 40 seconds West, to intersect the east side of the 50 year flood plain, thence running with and binding along the east side and north side of the 50 year flood plain as shown on the aforementioned Plat of "Glen Burnie Industrial Park" the following seven courses,

2) North 20 degrees 49 minutes 50 seconds East 51.01 feet,

3) North 22 degrees 55 minutes 50 seconds East 141.51 feet,

4) North 18 degrees 00 minutes 20 seconds East 42.06 feet,

5) South 82 degrees 52 minutes 30 seconds East 80.62 feet,

6) North 81 degrees 52 minutes 10 seconds East 141.42 feet,

7) South 54 degrees 8 minutes 10 seconds East 102.41 feet,

8) South 43 degrees 24 minutes 30 seconds East 191.22 feet to intersect the east boundary line of Lot 4, thence running with and binding along same as corrected.

9) South 14 degrees 53 minutes 40 seconds West 233.89 feet,

10) North 80 degrees 59 minutes 40 seconds West 51.93 feet to intersect the aforementioned north side of Penrod Court, thence running with and binding along same,

11) Northwesterly 120.68 feet along the arc of a curve, deflecting to the left, having a radius of 109.59 feet and a chord of North 49 degrees 26 minutes 47 seconds West 114.68 feet to a point of tangency, thence

12) North 80 degrees 59 minutes 40 seconds West 260.50 feet to a point of curvature, thence

13) Northwesterly, 58.56 feet along the arc of a curve, deflecting to the left, having a radius of 335.57 feet and a chord of North 85 degrees 59 minutes 40 seconds West 58.49 feet to the point of beginning.

CONTAINING in all 3.270 acres of land, more or less.

BEING KNOWN AND DESIGNATED as Lot 4 as shown on the Plat entitled "Glen Burnie Industrial Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 40, folio 31.

BEGINNING FOR THE THIRD at a point along the southwest side of Grayburn Drive, 60 feet wide, said point marking the division line between lot 12 and Lot 13 as shown on the plat of "Glen Burnie Industrial Park" recorded among the land Records of Anne Arundel County, Maryland in plat Book 40, page 31, said point of beginning also being on the plat titled "Resubdivision of lots 12A and 13, Glen Burnie Industrial Park" prepared by James D. Hicks and Associates, Inc. of Annapolis, Maryland and recorded in liber 3088, folio 546; thence leaving said point of beginning and running with and binding along the aforesaid southwest side of Grayburn Drive and also binding along the aforementioned resubdivision Plat

1) South 32 degrees 32 minutes 10 seconds East, 149.03 feet to a point of curvature, thence

2) Southwesterly, 79.51 feet along the arc of a curve, deflecting to the right, having a radius of 50.00 feet and a chord of South 13 degrees 1 minutes 5 second West 71.39 feet to a point of tangency along the north side of Eighth Avenue North, thence binding along Eighth Avenue North

3) South 58 degrees 34 minutes 20 seconds, 75.97 feet, thence leaving Eighth Avenue North and continuing with the boundary of Lot 13-A

4) South 85 degrees 52 minutes 10 seconds West 158.26 feet,

5) North 4 degrees 7 minutes 30 seconds West 139.00 feet,

6) North 32 degrees 32 minutes 10 seconds West 188.58 feet to intersect the south side of Penrod Court 60' wide, running with and binding along said Penrod Court

7) North 62 degrees 45 minutes 30 seconds East 155.27 feet to a point of curvature; thence

8) Southeasterly 73.92 feet along the arc of a curve deflecting to the right, having a radius of 50.00 feet and a chord of South 74 degrees 53 minutes 20 seconds East 67.37 feet to intersect the aforementioned southwest side of Grayburn Drive, thence running with and binding along same,

9) South 32 degrees 32 minutes 10 seconds East 124.47 feet to the point of beginning.

CONTAINING in all 1.798 acres of land, more or less.

BEING KNOWN AND DESIGNATED as Lot 13-A as shown on the Plat entitled "Resubdivision of Lots 12 and 13, Glen Burnie Industrial Park, Plat Book 40, page 31" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 3088, folio 546.

TOGETHER WITH the rights for parking ingress and egress as set forth in Declaration of Joint Use dated October 18, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3137, folio 72.

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202

1911056

STATE OF MARYLAND

BOOK 578 PAGE 182

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283350

RECORDED IN LIBER 566 FOLIO 445 ON 4-5-91 (DATE) Anne Arundel County

1. DEBTOR

Name Fair Lanes, Inc.
Address 1112 North Rolling Road, Baltimore, Maryland 21228

RECORD FEE 10.00
POSTAGE .50
#370470 C487 R02 T11:40
03/03/92

2. SECURED PARTY

Name The Bank of Nova Scotia
Address 67 Wall Street, New York, New York 10005

MARY M. ROSE
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any)

CHECK <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>
	1012054-9 DN 19263	

RETURN TO:

EXIS © DOCUMENT SERVICES

2969
Illinois 62708

Dated _____

The Bank of Nova Scotia

By: [Signature]
(Signature of Secured Party)

John W. Campbell, V.P. & Agent
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 2-12-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RANDY McIntosh ANNAPOLIS
Address 102 GARDNER Dr. Hillsmere Md.

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 24 B DEFENSE ST.
ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any) 2-12-96

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

1 Byrre Equalizer

RECORD FEE 11.00
POSTAGE .50
#372520 C489 R02 T14:21
03/04/92

MARY M. ROSE
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)

SAME AS #1 ABOVE

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

RANDY MCINTOSH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MICHAEL D. GORDY
Type or Print Above Signature on Above Line

1100
30



FINANCING STATEMENT

Anne Arundel County

Identifying File No.

285822

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

If transaction or transactions wholly 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 February 21, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fitzgerald Volkswagen
Address 34 Hudson Street, Annapolis, Maryland 21401

RECORD FEE 11.00
POSTAGE .50
#372530 C489 R02 T14:21
03/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Chrysler Credit Corporation
Address P. O. Box 1990, Danbury, Ct. 06813-1900
7855 Walker Drive, Suite 410, Greenbelt, Maryland 20770

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

3. Maturity date of obligation (if any) _____

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

see attached Exhibit A

Name and address of Assignee

"Attachment A Description of Types (or Items) of Property"

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Fitzgerald Volkswagen

[Signature]
(Signature of Debtor)

Garry Jenkins - Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chrysler Credit Corporation

[Signature]
(Signature of Secured Party)

P. J. Binko - Branch Manager

Type or Print Above Signature on Above Line

1100
50



"Attachment A Description of Types (or Items) of Property"

"This financing statement covers and the debtor hereby grants to the secured party a security interest in:

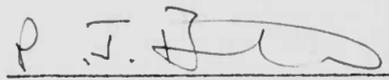
- 1) all Inventory, including but not limited to all new and used motor vehicles, campers, travel trailers, mobile homes and motor homes and all automotive parts and accessories, whether now owned or hereafter acquired, together with all additions and accessions thereto; and
- 2) all Chattel Paper, Accounts whether or not earned by performance, Contract Rights, Documents, Instruments, General Intangibles, Consumer Goods, Equipment, Fixtures and Leasehold Improvements, whether now owned or hereafter acquired, together with all additions and accessions thereto; and
- 3) all Proceeds of the property covered by this statement, including but not limited to Insurance Proceeds on the property, Money, Chattel Paper, Goods including without limitation motor vehicles received in trade, Contract Rights, Accounts whether or not earned by performance, Documents, Instruments, General Intangibles, Claims and Tort Recoveries relating to the property."

Fitzgerald Volkswagen



Garry Jenkins - Vice President

Chrysler Credit Corporation



P. J. Binko - Branch Manager

1066



FINANCING STATEMENT

285823

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 \$ 20,000.00
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court, Anne Arundel County

5. Debtor(s) Name(s): Jeffrey H. Greenstein, D.D.S., P.A.
Address(es): 8651 Fort Smallwood Road
Pasadena, Maryland 21122

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50
#372150 C489 R02 T08+59
03/04/92

6. Secured Party: MARYLAND NATIONAL BANK
Attention: LDRU 250603
Address: 100 South Charles Street
Baltimore, Maryland 21201

MARY M. ROSE
CLERK OF THE CIRCUIT COURT

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, 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: Jeffrey H. Greenstein, D.D.S., P.A.

By: [Signature] (Seal) _____ (Seal)

Jeffrey H. Greenstein, President

(Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

Return To:
LSU Team 1 Mailstop 250824
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

1100
140.00

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

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Maryland National Bank and Essex Dog and Cat Hospital, Inc.

Section 7, Collateral Description continued

Hardware:

- 1 IBM PS/2 Model 80-161 20MHZ with 4 MB RAM, and 160 MB Hard disk
- 1 IBM Monochrome Display and adapter
- 4 IBM PPS II Printers, one with 10' cable, with 50' cable or 100' cable
- 3 IBM Data Terminals with 50/100' cables
Multi-Port Card and power surge protectors
- 1 PS/2 Internal Tape Backup

Software:

- PSI Veterinary Practice Manager - Multi-user - Access 3
- SCO Xenix 386MC Operating System
- 1 PSI FastStart Quick Entry and Setup Package
- 1 PSI Fast Install Data Entry and Fee Sheet Service
- 1 Instructions for Veterinary Clients

FINANCING STATEMENT

285824

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): Maryland Home Health and Fitness, Inc.
Address(es): 265 Cross Creek Drive
Glen Burnie, Md. 21061

RECORD FEE 11.00
POSTAGE .50
#372160 C489 R02 T09:00
03/04/92
MARY M. ROSE
AA CO. CIRCUIT COURT

6. Secured Party: MARYLAND NATIONAL BANK
Attention: LDRU 250603
Address: 100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, 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: Maryland Home Health and Fitness, Inc.

By: Louis Brecht, III (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Mallstop 250624
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

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

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. 279800 recorded in
Liber 551, Folio 81 on 1/25/90 at Anne Arundel Co., Md.
Date Location

1. DEBTOR(S): Development Enterprises
Name(s) c/o Albom DiRenzo & Associates
821 Benfield Road
Address(es) Severna Park, Maryland 21146

2. SECURED PARTY:
Name Maryland National Bank
Construction Finance Unit
Address 10 Light Street, M/S 021901
Baltimore, Maryland 21202

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

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

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Exhibit A attached and made a part hereof.

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.

SECURED PARTY

Maryland National Bank

By Jennifer L. Mertaugh
Construction Finance Officer
(Type, Name and Title)

BENJAMIN MICHAELSON, JR., P.A.
80 West Street, Suite 110
Post Office Box 11
Annapolis, Maryland 21404

S-12580

10-52

EXHIBIT A

Being known and designated as units 201 through 210 and units 216 through 220, Olde Severna Park Professional Center, said units and Condominium having been established pursuant to a declaration by Development Enterprises, a Maryland General Partnership, dated October 31, 1990 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 5201, folio 873, and as shown on Plats of said Condominium recorded among the Plat Records of Anne Arundel County, Maryland in Condominium PLat Book 49, folios 13 through 20, inclusive.

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) Rich Morton's Glen Burnie Lincoln-Mercury, Inc. 51 Mountain Road Pasadena, Maryland 21122	2. SECURED PARTY(IES) AND ADDRESS(ES) Provident Bank of Maryland 114 East Lexington Street Baltimore, Maryland 21202
---	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

RECORD FEE 10.00

3. This statement refers to original Financing Statement No. 284181 Dated: July 16, 1991

#080020 C191 R03 T14:00

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.
--	---	---	---

03/04/92

MARY in-M. ROSE
CIRCUIT COURT

Book 570 page 258-260

4. This transaction is exempt from the Recording Tax.

Filed with: Circuit Ct for Anne Arundel Co. PO Box 71 Annapolis, Md. 21404

Provident Bank of Maryland
(NAME OF SECURED PARTY)

Dated: 2/28, 19 92

By: *[Signature]*

F M C C
JUN 65 7288-M (MARYLAND ONLY)

10



285825

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):

FORTUNE COOKY II, INC.
Name or Names—Print or Type
7978 Crain Highway South, 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:

FORTUNE COOKY, INC.
Name or Names—Print or Type
c/o 7439 Baltimore-Annapolis Blvd., Glen Burnie, MD
Address—Street No., City - County State Zip Code
21060-2849

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All furniture, fixtures and equipment; inventory; accounts receivable and contract rights.

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

7978 Crain Highway South
Glen Burnie, MD 21061

5. If collateral is crops, describe real estate.
n/a

RECORD FEE 11.00
POSTAGE .50
#080060 0191 R03 F14102
03/04/92

6. Proceeds of collateral are are not covered.

MARY H. ROSE
AA CO. CIRCUIT COURT

7. Products of collateral are are not covered.

DEBTOR(S): FORTUNE COOKY II, INC.

SECURED PARTY:

BY: Sik Lem Chan
(Signature of Debtor)

Sik Lem Chan
Type or Print

(Signature of Debtor)

Type or Print

FORTUNE COOKY, INC.
(Company, if applicable)

BY: Sun Cheung Chan
(Signature of Secured Party)

Sun-Cheung Chan, Sec./Treasurer
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 Jacob B. Davis, Esq., P.O. Box 849, Glen Burnie, MD 21060

Lucas Bros. Form F-1

1150



Debtor name (last name first if individual) and mailing address:
KEN-CAR, INC.
D/B/A OLD MILL AMOCO
8210 VETERANS HWY.
MILLERSVILLE, MD 21108

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer)

The seller (secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

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

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.
 XXXXXXXX ANNE ARUNDEL County.
 real estate Records of _____ County.

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

Number of Additional Sheets (if any): 7
Optional Special Identification (Max. 10 characters): LEASE No. 0-41257-0 8

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

COPELCO LEASING CORPORATION
1700 SUCKLE PLAZA
PENNSAUKEN, NEW JERSEY 08110

COLLATERAL

Identify collateral by item and/or type: VENDOR: EDEN SERVICES
1-MARK VII ROTOCLEAN/AQUAJET SCR SYSTEM, 1- SCRUB ON BOARD
VORTEX DRYER SYSTEM, 1- FACTORY INSTALLED ON BOARD PRE SOAK
WATER HEATER, 1-HB120 WATER SOFTNER, 1- SPRAY WAX SYSTEM &
SIGN, 1- GUIDE RAILS/TREADLE PLATE, 1-high PRESSURE UNDER
CARRIAGE & SIDEBODY SPRAY SYS., 1- IMAGE PACKAGE: INCL.
GRAY PANELS & LIGHTED SIGN, 1- DATATEC CONTROL & ACCESS
SYSTEM W/STAND, 1- RECLAIM SYSTEM, AIR DOOR PACKAGE CONTROL
SYSTEM

(check only if desired) Products of the collateral are also covered.

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

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 -

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.

the following real estate:

Street Address:
Describe at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier: RECORD FEE 12.00
 Described on Additional Sheet. #080140 0191 R03 114106
Name of record owner (required only if no Debtor has an interest of record): MARY M. ROSE 03/04/92 10

SECURED PARTY SIGNATURE(S)

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

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

DEBTOR SIGNATURE(S)

Debtor Signature(s): KEN-CAR, INC. D/B/A OLD MILL AMOCO
1. *William K. Catlett* Pres.
(NAME/TITLE) WILLIAM K CATLETT, PRESIDENT
1a (NAME/TITLE)
1b (NAME/TITLE)

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION
1700 SUCKLE PLAZA
PENNSAUKEN, NEW JERSEY 08110

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 Feb. 25, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name South County Farms Inc.

Address PO Box 66 Odenton MD 21113

2. SECURED PARTY

Name Morbark Mid-Atlantic Inc.

Address PO Box 279 Youngsville NC 27596

Dawson Smith

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

3. Maturity date of obligation (if any) March 1997

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

Bark Buster Tub Grinder Model H-1100
s/n 65967 A36 8-11-5
Miscellaneous Parts
John Deere Engine

RECORD FEE 11.00
POSTAGE .50
#080150 C191 R03 T14:06
03/04/92

MARY M. ROSE
AA CO. CIRCUIT COURT

Secured party has the collateral to lease or sell

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R Wayne Beatty
(Signature of Debtor)

R. Wayne Beatty
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Morbark Mid-Atlantic Inc.

By: H D Smith

(Signature of Secured Party)

H. D. Smith

Type or Print Above Signature on Above Line

11/50



FINANCING STATEMENT FORM UCC-1

Identifying File No. 2958

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$5999.14

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

This financing statement Dated 12/05/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JACQUELINE BROOKS
Address 7922 ALLARD COURT GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES OF MARYLAND
Address 8837 BELAIR ROAD BALTIMORE, MD 21236

RECORD FEE 11.00
RECORD TAX 42.00

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

#080200 C191 R03 T14*11

3. Maturity date of obligation (if any)

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

- STEPMASTER
- 1K CARAT DIAMOND RING
- 1 CARAT CLUSTER DIAMOND RING
- QUASAR STEREO- CASSETTE PLAYER, RECEIVER, TURNTABLE & 2 SPEAKERS
- QUASAR 13" COLOR PORTABLE TV
- QUASAR 21" PORTABLE COLOR TV
- QUASAR VCR
- GOODS PURCHASED FROM CONTRACT 499113556 DATED 3/15/90- MATTRESS & BOXSPRING, SEABROOK DRESSER, SEABROOK NITE TABLE, SEABROOK MIRROR, SEABROOK HEADBOARD.

Name and address of Assignee MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

11
42
50

Jacqueline Brooks
(Signature of Debtor)

JACQUELINE BROOKS

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Terry L. Brown
(Signature of Secured Party)

TERRY L. BROWN ASST MGR

Type or Print Above Signature on Above Line



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) Rich Morton's Glen Burnie Lincoln-Mercury, Inc. 51 Mountain Road Pasadena, Maryland 21122	2. SECURED PARTY(IES) AND ADDRESS(ES) Provident Bank of Maryland 114 East Lexington Street Baltimore, Maryland 21202
---	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 283628 Dated: May 9, 1991

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.
--	---	---	---

Book 567 pp 520-521 -522-523

RECORD FEE 10.00
#080070 C191 R03 T1403
03/04/92

4. This transaction is exempt from the Recording Tax.

MARY M. ROSE

AA CO. CIRCUIT COURT

Filed with: Circuit Ct for Anne Arundel Co. PO Box 71 Annapolis, Md. 21404

Provident Bank of Maryland

(NAME OF SECURED PARTY)

Dated: 2/28, 19 92

By: [Signature]

F M C C JUN 65 7288-M (MARYLAND ONLY)

15.00



STATE OF MARYLAND
 BOOK 578 PAGE 197
FINANCING STATEMENT FORM UCC-1

285829
 Identifying File No. 2954

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2599.86

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

This financing statement Dated 12-05-91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JEFFREY F ONEILL
 Address 116 GOVERNORS CT APIT A GLEN BURNIE MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address 8837 BELAIR ROAD
 BALTIMORE MD 21236

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

3. Maturity date of obligation (if any)

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

- 10 SPEED HUFFY
- TENT 8MAN
- 110LB WEIGHT SET/AND BENCH
- 20" 14KT GOLD ROPE NECKLACE
- PASSART RADAR DETECTOR
- 6 RODS BY SHIMANS AND REELS AND BOXES
- 16" SONY COLOR PORTABLE TV
- WARDS 2-HEAD VCR
- CIRCULAR SAW BY BLACK AND DECKER
- BOWLING BALLS 2 COLUMBIA AND 3 HAMMERS

Name and address of Assignee

RECORD FEE 11.00

RECORD TAX 21.00

#080210 0191 R03 T14:12

03/04/92

MARY M. RUSE

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: ~~describe real~~ **AP 01 CIRCUIT COURT** estate)

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

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

Jeffrey F Oneill
 (Signature of Debtor)

JEFFERY ONEILL
 Type or Print Above Name on Above Line

(Signature of Debtor)
 (Signature of Debtor)

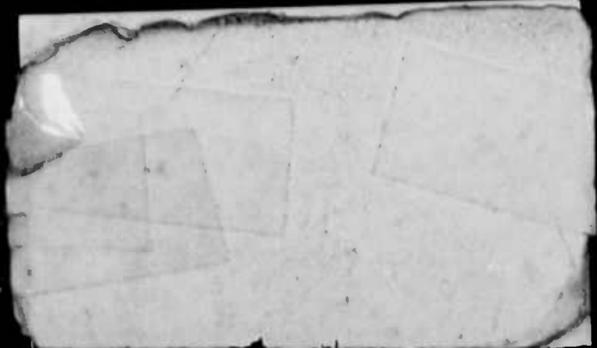
Type or Print Above Signature on Above Line

Terry L Brown
 (Signature of Secured Party)

TERRY L BROWN ASSISTANT MANAGER

Type or Print Above Signature on Above Line

1K
 21
 (Signature)



TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING
STATEMENT RECORDS RECORDATION TAX (IF DUE)
PAID TO ANNE ARUNDEL COUNTY, MARYLAND
AT TIME OF RECORDATION OF DEED OF TRUST

DJ

FINANCING STATEMENT

1. Names & Address of Debtors: ROBERT J. HURLEY
CAROL L. HURLEY
1179 Turkey Point Road
Edgewater, Maryland 21037

2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1919A West Street
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described as follows (the "Property"):

All those lots or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

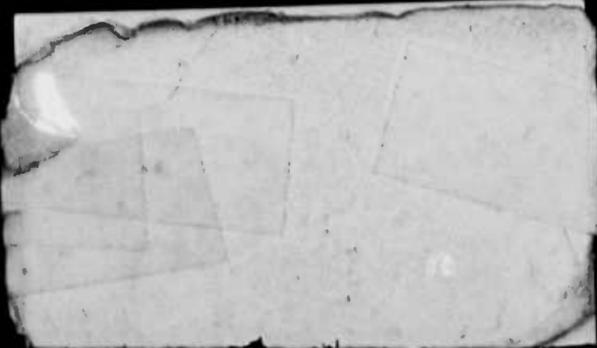
BEING KNOWN AND DESIGNATED as Lots Numbered ONE (1), and THREE (3), Block 13, as shown on a plat of Avalon Shores, Section A, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 36.

BEING the same property which by deed dated October 31, 1991, and recorded among the Land Records of Anne Arundel County in Liber 5451, folio 107, was granted and conveyed by DEWITT PARKE KEEFER, JR. and SANDRA LEE KEEFER, his wife, unto ROBERT J. HURLEY.

All the fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning,

12.00
.50
R04 T12:47
03/04/92
ROSE
CIRCUIT COURT

152



fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtors:

Secured Party:

Robert J. Hurley (SEAL)
ROBERT J. HURLEY

SEVERN SAVINGS BANK, FSB
BY: AGENT (SEAL)

Carol L. Hurley (SEAL)
CAROL L. HURLEY

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401



To Be Recorded:

- In The Land Records of Anne Arundel County, Maryland
- In The Chattel Records Of Anne Arundel County, Maryland
- In The Financing Statement Records Of The Maryland State Department Of Assessments and Taxation

AMENDMENT TO FINANCING STATEMENT

This Amendment To Financing Statement refers to the original financing statements filed as described on Exhibit A attached hereto and made a part hereof.

1. **DEBTOR:** **CROFTON SOUTH, INC.**
c/o Gilligan Development, Inc.
Suite 200
877 Old Baltimore-Annapolis Blvd.
Severna Park, Maryland 21146
Attention: W. Dennis Gilligan
Kevin E. Gilligan

2. **SECURED PARTY:** **SIGNET BANK/MARYLAND**
7 St. Paul Street - 4th Floor
Baltimore, Maryland 21202
Attn: John L. Dilworth,
Assistant Vice President

3. The original financing statement referred to above is amended by adding to the property described on Exhibit "A" attached thereto, the following real property, to which some of the personal property described in the original financing statement may be affixed:

ALL THAT PROPERTY BEING KNOWN AND DESIGNATED AS FOLLOWS:

BEING known and designated as Lot No. 23 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

RECORD FEE 13.00
POSTAGE .50
#080490 C191 R03 T15:25

BEING known and designated as Lot No. 26 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

03/04/92
M. ROSE
AA CO. CIRCUIT COURT

Handwritten initials/signature



BEING known and designated as Lot No. 29 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

BEING known and designated as Lot No. 30 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

BEING the same property which by Deed recorded or intended to be recorded among the aforementioned land records prior hereto, was conveyed from South Shore Development Company, Inc. to Crofton South, Inc., a Maryland corporation.

The Debtor is the record owner of the above-described real property.

THE DEBTOR:

CROFTON SOUTH, INC.,
A Maryland Corporation

By: [Signature] (SEAL)

Name: Kevin C. Gilligan
Title: V.P.

Date: February 7th, 1992

THE SECURED PARTY:

SIGNET BANK/MARYLAND,
A Maryland Banking Corporation

By: [Signature] (SEAL)

John L. Dilworth,
Assistant Vice President

Date: February 7th, 1992

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

BRIAN R. LEWIS, ESQUIRE
Gebhardt & Smith
The World Trade Center, 9th Floor
Baltimore, Maryland 21202
File No.: (BRL) 9373

EXHIBIT A

(a) In the Land Records of Anne Arundel County, Maryland in Liber 5087, folio 306, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 5231, folio 742; by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 5291, folio 162; by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 5364, folio 362, and by the Amendment to Financing Statement dated November 22, 1991 and recorded in Liber 5471, folio 458;

(b) In the Chattel Records of Anne Arundel County, Maryland in Liber 555, folio 492, Identifying No. 280867, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 563, folio 121; and by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 566, folio 538; by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 569, folio 535, and by the Amendment to Financing Statement dated November 22, 1991 and recorded in Liber 575, folio 126; and

(c) In the Financing Statement Records of the Maryland State Department of Assessments and Taxation in Liber 3243, folio 2004, Identifying No. 101528083, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 3297, folio 1071, by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 3320, folio 306; by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 3344, folio 2123, and by the Amendment to Financing Statement dated November 22, 1991 and recorded in Liber 3379, folio 587.

285832

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) J.G. VAN DYKE & ASSOCIATES, INC.	2. Debtor(s) Complete Address(es) 6701 Rockledge Drive, Suite 250 Bethesda, MD 20817	
3. & 4. Secured Party(ies) and Complete Address(es) Citizens Bank of Maryland 14401 Sweitzer Lane Laurel, Maryland 20707	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) SEE ATTACHED, EXHIBIT A		
8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input type="checkbox"/> Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF Anne Arundel County; Other _____		
9. Transaction is (X), is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ 145,000.00		
10. This statement to be returned after recordation to Secured Party, shown above, or to _____		
Signature(s) of Debtor(s) J.G. VAN DYKE & ASSOCIATES, INC. BY: <u>J. Gary O. Van Dyke</u> J. GARY O. VAN DYKE (PRESIDENT) Signature(s) of Secured Party(ies) or Assignee(s) <u>Wayne L. Gardella</u> By Assistant Vice President (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
I hereby certify that Recordation Tax has been paid to Montgomery County. BY: <u>Carola Kopp</u>		
FILING OFFICER COPY DS-30 Printed in U. S. A.		

DJ

RECORD FEE 11.00
 POSTAGE .50
 #080950 0191 R03 T13:20
 05/05/92

MARY H. ROSE

AA CO. CIRCUIT COURT

11/50

1.1 User Configuration

This machine is an 80386sx based computer capable of handling word processing and graphics applications. The configuration is as follows:

- KDP 386sx/20 Computer
 - 20 MHz Intel 80386sx Processor
 - Mini-Tower Case
 - 4 MB RAM
 - 64KB RAM Cache
 - 1/4 1.2MB Diskette Drive
 - 1/2 1.44MB Diskette Drive
 - 80 MB 17ms IDE Hard Disk
 - IDE Disk Adapter
 - 1 Serial / 1 Parallel Port
 - 16-Bit SVGA Adaptor
 - 14" VGA Color Monitor capable of 800 x 600 mode
 - Enhanced Keyboard
 - Mouse with Windows
 - 1-Year parts and labor warranty
 - No charge delivery to DC metro area

2.1 SPARCServer II (Virginia and Columbia)

- SPARCServer II
 - 40 MHz Sparc Processor
 - 64KB RAM Cache
 - 32MB RAM. Expandable to 64MB on Motherboard, 128MB with additional Card.
 - 3 1/2" Diskette drive
 - Internal 424MB SCSI Hard Disk
 - 2 Serial ports
 - SUN Mouse
 - SUN OS 4.1.1 (Installed)
 - OpenWindows Interface
 - 19" Monochrome Monitor
 - NFS Software
 - Ethernet AUI Adaptor
- External Disk System
 - 1 GB SCSI Hard Disk
 - 1/4" 150MB Tape Cartridge Drive
 - External Drive Chassis
 - SCSI Cables
- APC Smart UPS 600 Uninterruptible Power Supply (UPS)
 - Smart UPS
 - PowerChute Automatic Shutdown Software
 - Interface Cable
- SUN CD-ROM Drive
- WangDAT 5GB SCSI 4mm DAT Tape Drive
 - Hardware Data Compression
 - Uses standard 90M tapes (w/o compression 2 GB)
- SUN S-Bus Async Adaptor Card (Four Port Serial Adaptor)

3 IPC Server (Bethesda)

- SUN IPC Server
 - 25 MHz Sparc Processor
 - 64KB RAM Cache
 - 8MB RAM. Expandable to 48MB on Motherboard.
 - 3 1/2" Diskette drive
 - Internal 207MB SCSI Hard Disk
 - 2 Serial ports
 - SUN Mouse
 - SUN OS 4.1.1 (Installed)
 - OpenWindows Interface
 - 17" Monochrome Monitor
 - NFS Software
 - Ethernet AUI Adaptor
- External Disk System
 - 340 MB SCSI Hard Disk
 - 1/4" 150MB Tape Cartridge Drive
 - External Drive Chassis
 - SCSI Cables
- APC Smart UPS 600 Uninterruptible Power Supply (UPS)
 - Smart UPS
 - PowerChute Automatic Shutdown Software
 - Interface Cable
- SUN CD-ROM Drive
- WangDAT 5GB SCSI 4mm DAT Tape Drive
 - Hardware Data Compression
 - Uses standard 90M tapes (w/o compression 2 GB)
- SUN S-Bus Async Adaptor Card (Four Port Serial Adaptor)

LAN HARDWARE

There are various hardware items associated with each LAN. A brief description of some of the items pictured in Chapter III described below:

- 32 Port Terminal Server
 - Interface Software
 - 32 RJ-32 Serial ports (up to 64)
 - 1 centronics parallel port
 - AUI Ethernet connection
 - Modem support for dial-up lines
 - Complete IP Routing and Name-service
 - Pre-Delivery testing
- Retix 4660 Local Bridge
 - Address Filtering and Forwarding
- Synoptics 12 port 10 BASE T Concentrator
 - AUI Interface - uplink
 - (Line drivers will be required for tty runs to these devices that exceed 100'. These devices cost \$240 per pair.)

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

If transaction or transactions wholly 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 Peter J. Hoppa
Address 1185 Claire Drive - Crownsville, Md. 21032

2. SECURED PARTY

Name Suit & Wells Eq. Co., Inc.
Address 6300 Crain Highway - Upper Marlboro, md. 20772

J.I. Case Credit Corp.-P.O. Box 292-Racine, Wisconsin 53401

Person And Address To Whom Statement Is To Be Returned 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) Case Model 580SK 4 Wheel Drive
Loader/Hoe
Serial #JJG0162992

RECORD FEE 11.00
Name and address of Assignee
POSTAGE .50
J. I. Case Credit Corp.
P. O. Box 292
Racine, WI 53401
01/05/72

MARY H. ROSE
AA CO. CIRCUIT COURT

THIS IS A RETAIL SALES INSTALLMENT CONTRACT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Peter J. Hoppa
(Signature of Debtor)

Peter J. Hoppa
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Anthony Wells
(Signature of Secured Party)

Suit & Wells Eq. Co., Inc.

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 #7096

Name Thomas E. Phipps, Jr. T/A Bristol Farm

Address 5939 Talbott Rd., Lothian, MD 20711

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

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

One (1) 1984 Used Caterpillar 943 Front End Loader, S/N: 4Z0387

RECORD FEE 12.00

POSTAGE .50

#080920 C191 R03 113112

03/05/92

MARY H. ROSE

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108 (K) (5) 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)

Thomas E. Phipps, Jr.
(Signature of Debtor)

Thomas E. Phipps, Jr.
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
Type or Print Above Name on Above Line

12-30



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>
McClellan & Gaskill Enterprises, Inc.	85 Forest Drive Annapolis, MD 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 201 W. Main St., Salisbury, MD 21801

Attach separate
Not if necessary

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

All present and future accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action, and such as represent proceeds of inventory and returned goods, and arising from the sales of goods or services, and all rights thereto, now or hereafter owned or held by, or payable to the debtor; and

RECORD FEE 11.00
POSTAGE .50

All inventory wherever located now owned and/or hereafter acquired, processed or produced, including, but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise now or hereafter owned, and all rights thereto now or hereafter owned or held by, or due to the debtor.

03/05/92

All machinery, equipment, furniture, fixtures and all other personal property and all rights and annexations thereto, now owned or hereafter acquired or held by or due to or payable to the debtor and all other assets of the debtor, including by not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, cash values of life insurance, and all other assets, including all rights thereto, now or hereafter owned or held by the debtor.

MARY H. ROSE
CIRCUIT COURT

2. Proceeds Products of the collateral are also specifically covered.

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

Debtor (or Assignor)

Secured Party (or Assignee)

McCLELLAN & GASKILL ENTERPRISES, INC.

THE FIRST NATIONAL BANK OF MARYLAND

By: [Signature]
John M. McClellan, President

BY: [Signature]

By: [Signature]
Gary T. Gaskill, Secretary/Treasurer

7733 6430

Type or print names under signatures

Handwritten initials "JK" and "SU" at the bottom of the page.

Anne Arundel Cty.

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276281
RECORDED IN LIBER 537 FOLIO 471 ON 2-7-89 (DATE)

1. DEBTOR

Name Mid Life Enterprises, Inc. T/A Bagels And ...
Address 1725 Tarleton Way Crofton, Md 21114

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

RECORD FEE 10.00
POSTAGE .50
#080800 C191 R03 T12:55
03/05/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated 2-27-92

Joy J. Custis
(Signature of Secured Party)
Joy J. Custis - Vice President
Type or Print Above Name on Above Line

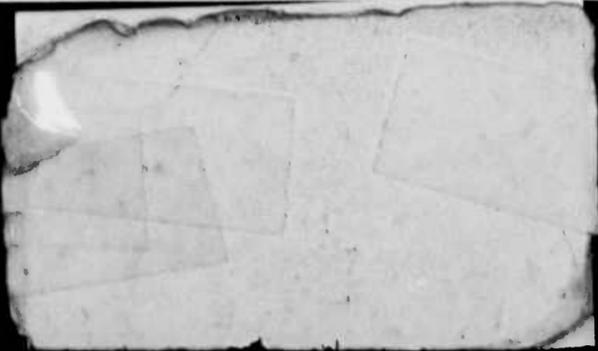
Second National Fed. Savings Bank

1550



This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) Advantage Book Binding, Inc.	2. Debtor(s) Complete Address(es) 85 Dover Road Glen Burnie, MD 21061	
3. & 4. Secured Party(ies) and Complete Address(es) Citizens Bank of Maryland 14401 Sweitzer Lane Laurel, Maryland 20707	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) One (1) Novell 80386 - DX file server with all attachments and software. Five (5) Novell 80386 work stations with all attachments and software. See attached list.		
RECORD FEE 11.00 RECORD TAX 210.00 POSTAGE .50 #081150 C198 R03 T13:47 ROSE 03/05/92		
8a. (X) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF Anne Arundel		County; Other <u>AA CO. CIRCUIT COURT</u>
9. Transaction is (X) is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>30,000.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s) <u>Advantage Book Binding, Inc.</u>		
BY: <u>Jerome G. Nocar, President</u> Jerome G. Nocar, President Signature(s) of Secured Party(ies) or Assignee(s) Citizens Bank of Maryland <u>Michael G. Livingston</u> By Assistant Vice President Michael G. Livingston (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
Printed in U. S. A.		

11
2008



Butler Paper
A Georgia-Pacific Company



BOOK 578 PAGE 210

Mike,

Serial numbers are -

File Server - C915274125

Workstations C915274129
C915273954
C915274127
C915274126 *

C915274128

Power supply - W920104627

Modem 138010396

*The tape backup is actually part of
a workstation

Baltimore Division
6750 Baymeadow Dr., Glen Burnie, MD 21060
(301) 760-0900 (800) 288-5370



NO RECORDATION TAX
PURCHASE MONEY SECURITY
INTEREST

ANNE ARUNDEL COUNTY

To Be Recorded in the Chattel Records

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

Reyhill, Inc.
8139 and 8141 Telegraph Road
Severn, Maryland 21144

2. NAME AND ADDRESS OF SECURED PARTY:

Canter Corporation
588 Eason Drive
Severn, Maryland 21144

RECORD FEE 11.00
POSTAGE .50

#081180 C191 R03 T13-51

3. The Debtor assigns to the Secured Party and grants to the Secured Party a security interest in the following collateral:

(a) All furniture, Anne Arundel County liquor license, leasehold improvements, inventory, contract rights, accounts, chattel paper, instruments, fixtures, documents and general intangibles of Debtor.

4. Proceeds of the collateral are covered hereunder.

SECURED PARTY:

CANTER CORPORATION

DEBTOR:

REYHILL, INC.

Mary Etta Canter 2/2/92
Signature Date

[Signature] (SEAL)
Signature Date

Mary Etta Canter, President

James J. Reynolds, President

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

Andrew S. Civiletti, Esquire
Fedder and Garten Professional Association
36 South Charles Street, Suite 2300
Baltimore, Maryland 21201

115



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

If transaction or transactions wholly 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 Calvary Temple of Glen Burnie Inc 50947-1
 Address 651 Old Mill RD Millersville MD 21118

2. SECURED PARTY

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

scriptomatic model DP118Q with
 addressing software

Name and address of Assignee	RECORD FEE	13.00
	POSTAGE	.50
	#081190 C191 R03-713:52	

SN 8K81240
 Equipment lease does not create a security interest

THIS FINANCING STATEMENT IS BEING
 FILED FOR INFORMATIONAL PURPOSES M. ROSE
 ONLY TO GIVE NOTICE OF THE SECURED
 PARTY'S OWNERSHIP OF THE EQUIPMENT.
 03/05/72

CHECK THE LINES WHICH APPLY

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

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

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

Calvary Temple of Glen Burnie Inc
 Lizabeth Leinmiller attorney in fact

ADVANTA Leasing Corp/Liz Leinmiller, Clerk

[Handwritten Signature]
 (Signature of Debtor)
 Type or Print Above Name on Above Line

[Handwritten Signature]
 (Signature of Secured Party)

[Handwritten Signature]
 (Signature of Debtor)
 Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

13
 50



ADVANTA[®]
Leasing Corp.

Two Echelon Plaza
P.O. Box 1228
Voorhees, New Jersey 08043-1228

Equipment Lease Agreement

THIS LEASE IS NON-CANCELABLE. THIS LEASE IS A BINDING CONTRACT
CONSISTING OF ALL TERMS ON THE FRONT AND REVERSE HEREOF.

TOLL FREE (800) 255-0022
FAX (609) 770-1414

DESCRIPTION OF EQUIPMENT (Include make, model, serial no. and all attachments)

1-Scriptomatic Model DP118Q with addressing software

SP 8K81240

VENDOR'S NAME

SCHEDULE OF RENTAL PAYMENTS

TERM OF LEASE (IN MONTHS)	TOTAL NUMBER OF RENTAL PAYMENTS	AMOUNT OF EACH PAYMENT	SECURITY DEPOSIT*
60	60	\$107.25 (Plus Applicable Taxes)	\$ 214.50
PAYMENT FREQ.	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other

*Make check payable to ADVANTA Leasing Corp.

LESSEE (COMPLETE NAME - If a corporation, use EXACT registered corporate name)

Company Name & Address

Calvary Temple of Glen Burnie, Inc
651 Old Mill Rd.
Millersville, Md. 2118

Equipment Location (if other than Billing Address)

13.50

By signing, Lessee certifies that he/she has read and agrees to all terms on the front AND REVERSE SIDES hereof. This Lease constitutes the entire agreement between Lessor and Lessee and supersedes any prior oral or written agreements. This Lease may not be amended or terminated except by a writing signed by an executive officer of Lessor and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

Signature: *Darryl B Hare* Date: *2-6-92* Telephone No. (Area Code) *410-982-4714*

Print Name & Title: *Darryl B Hare Pastor*

Witness: *Darryl Hare* Date: *2-6-92*

PERSONAL GUARANTY

In consideration of the making of the above Equipment Lease by Lessor with Lessee, and at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTEES to Lessor and any assignee of Lessor (hereinafter "Holder") the prompt payment of all payments to be made by Lessee under the Lease and further guarantees the performance by Lessee of all the terms and conditions thereunder, regardless of any invalidity or unenforceability thereof. The undersigned promises to pay all of Holders' expenses incurred in enforcing this guaranty. The undersigned waives notice of acceptance, presentment, demand, protest, notice of protest or notice of default and consents that Holder may grant Lessee extensions of indulgency under the Lease, and may proceed directly against the undersigned without first proceeding against Lessee or disposing of any security under the Lease. Accounts settled between Holder and Lessee shall bind the undersigned. This guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The undersigned hereby waives rights of subrogation, indemnity, reimbursement and contribution from Lessee and shall not be deemed a creditor of Lessee in the event payments are made to Lessor pursuant to this guaranty. THE UNDERSIGNED WAIVES TRIAL BY JURY AND CONSENTS AND SUBMITS TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS OF PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE. This guaranty shall bind the heirs, representatives, successors and assigns of the undersigned.

SIGNATURE (INDIVIDUALLY; NO TITLES) Date SIGNATURE (INDIVIDUALLY; NO TITLES) Date
X *X*

GUARANTOR #1 Name and Home Address (Please Print) GUARANTOR #2 Name and Home Address (Please Print)

WITNESS: WITNESS:

DELIVERY AND ACCEPTANCE RECEIPT

TO LESSOR: THE UNDERSIGNED LESSEE HEREBY CERTIFIES THAT ALL EQUIPMENT DESCRIBED ABOVE AND ON ANY ATTACHED SCHEDULES HAS BEEN DELIVERED TO LESSEE AND INSTALLED; THAT THE EQUIPMENT HAS BEEN INSPECTED BY LESSEE AND IS IN GOOD OPERATING ORDER; AND THAT THE EQUIPMENT IS ACCEPTED BY LESSEE FOR ALL PURPOSES UNDER THE LEASE. LESSEE HEREBY DIRECTS LESSOR TO PAY THE VENDOR FOR THE EQUIPMENT.

Signature: *Darryl B Hare* Date: *2-6-92*

Name and Title (please Print): *Pastor Darryl Hare*

ACCEPTED BY ADVANTA LEASING CORP. (Lessor)

Title: *[Signature]* Date: *2/10/92* Lease #: *1-50947-1*

LEASE AGREEMENT CONTINUES ON REVERSE SIDE



1 **LEASE.** Lessee hereby leases from Lessor the equipment identified above and on any attached schedule ("Equipment") under the terms and conditions stated on the face hereof and ON THE REVERSE SIDE HEREOF ("Lease") **THIS IS AN IRREVOCABLE LEASE FOR THE FULL TERM AND CANNOT BE CANCELLED. Lessor is hereby authorized to insert any missing, incomplete or incorrect terms on the reverse side hereof.**

2 **TERM.** This Lease shall not commence until the LESSOR accepts and signs the Lease. Thereafter, the Lease shall continue for the full term shown above and any extension periods ("Term"). Unless LESSEE notifies LESSOR in writing at least 60 days prior to the expiration of the initial lease term of its intention to terminate the Lease, the Lease shall automatically be extended for a period of one year and shall continue from year to year thereafter until terminated.

3 **RENT.** The due date of the first lease payment is the date upon which the Equipment is delivered to LESSEE, or any later date designated by LESSOR. Such payment amount is based upon the estimated cost of all Equipment and shall be adjusted upward or downward if the actual cost of the Equipment exceeds or is less than this estimate. **LESSEE'S OBLIGATION TO MAKE THE LEASE PAYMENTS IS ABSOLUTE, UNCONDITIONAL AND INDEPENDENT AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER CAUSE OR PROBLEM.** LESSEE agrees that if any lease payment is not received within 3 days of its due date, LESSEE shall pay a late charge equal to 10% of the amount due or \$500, whichever is greater, in liquidation of collection expenses and not as an interest payment or penalty. Any payment of a smaller sum than due at any time shall not constitute a release or an accord or satisfaction for any greater sum due, regardless of any endorsement restriction.

4 **SECURITY DEPOSIT.** The security deposit is due and payable at the time LESSEE signs this Lease. In case the Lease is never finalized for any reason, such deposit may be retained by LESSOR in liquidation of processing expenses. The Security Deposit shall secure all obligations of LESSEE hereunder and may be applied in LESSOR'S discretion to any past due obligation of LESSEE, and to the extent not applied shall be returned to LESSEE without interest at the satisfactory expiration of the Lease.

5 **DELIVERY AND INSTALLATION.** LESSEE understands that LESSOR is not responsible for delivery or installation. LESSEE holds LESSOR harmless from specific performance of this Lease and from any damages if for any reason the manufacturer, supplier, vendor or distributor (collectively referred to in this Lease as "Vendor") delays in delivery, or if the Equipment is unsatisfactory.

6 **SELECTION AND ACQUISITION OF EQUIPMENT.** LESSEE acknowledges that (1) LESSOR has not selected the Vendor and has not selected, manufactured or supplied the Equipment, (2) LESSEE alone has selected the Vendor and the Equipment, (3) LESSOR has acquired the Equipment solely in connection with the Lease at LESSEE'S request, (4) Prior to entering into the Lease, LESSEE received or approved the supply contract covering the Equipment purchased from the Vendor, and (5) LESSOR has advised LESSEE in writing, either previously or by this Lease, of the following: (a) the identity of the Vendor, (b) that LESSEE may have rights against the Vendor under said supply contract, and (c) that LESSEE may contact the Vendor for a description of any such rights.

7 **DISCLAIMER OF WARRANTY AND WAIVER OF LIABILITY.** LESSEE acknowledges that (1) **THE EQUIPMENT IS LEASED "AS IS";** (2) **LESSOR MAKES NO REPRESENTATION, GUARANTEE, EXPRESS WARRANTY OR IMPLIED WARRANTY (INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE EQUIPMENT, AND LESSOR HEREBY EXPRESSLY DISCLAIMS THE SAME;** (3) **LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO LESSEE OR TO ANY THIRD PERSON OR PROPERTY (including direct, indirect, consequential, incidental and special damages) CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE EQUIPMENT (including any damages for infringement of any trademark, copyright or patent);** (4) **IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE VENDOR OR IS UNSATISFACTORY FOR ANY OTHER REASON, LESSEE SHALL MAKE ANY SUCH CLAIM SOLELY AGAINST THE VENDOR, AND LESSEE HEREBY WAIVES ANY SUCH CLAIM AGAINST LESSOR; AND** (5) **NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE VENDOR IS BINDING ON LESSOR NOR SHALL ANY BREACH THEREOF RELIEVE LESSEE OF ITS OBLIGATIONS TO LESSOR.** So long as LESSEE is not in breach under this Lease, LESSOR shall assign without recourse to LESSEE during the term of this Lease any warranty from the Vendor to LESSOR.

8 **NO AGENCY.** LESSEE acknowledges that (1) there is no agency or joint venture between LESSOR and the Vendor, (2) neither the Vendor nor any other person is authorized to act on LESSOR'S behalf, and (3) **NO PERSON OTHER THAN AN EXECUTIVE OFFICER OF LESSOR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE.**

9 **REPAIRS; SERVICE; ADDITIONS.** LESSOR is not responsible for any repairs or service to the equipment, and all repairs and service shall be the sole responsibility of LESSEE. LESSEE agrees to maintain the Equipment in good condition and to service the Equipment during the term of this Lease as and when needed. All replacement parts, repairs, additions and accessories shall automatically become the property of LESSOR.

10 **USE. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED SOLELY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR RESIDENTIAL PURPOSES.** LESSEE shall use the equipment in a lawful and prudent manner and shall not make any alterations to the Equipment without LESSOR'S written consent. LESSEE shall not permit the Equipment to be used by anyone other than LESSEE or its employees. LESSEE shall keep the Equipment at the LESSEE'S address shown above and shall not remove the Equipment to any other location without LESSOR'S written consent.

11 **LOSS; DAMAGE; INSURANCE.** Until the Equipment is returned to LESSOR, LESSEE shall assume the entire risk of loss from any cause. In the event of any loss, LESSEE shall promptly notify LESSOR in writing. LESSEE shall keep the Equipment insured against theft and all risks of loss and shall carry public liability insurance covering both personal injury and property damage. All such insurance shall be in a form and an amount satisfactory to LESSOR. Such insurance for theft, loss and damage shall name LESSOR as the sole Loss Payee, and such public liability insurance shall name LESSEE as Named Insured and LESSOR as Additional Insured. LESSEE shall pay all premiums, be responsible for all deductible portions, and shall deliver to LESSOR evidence of such insurance coverage satisfactory to LESSOR. Each insurer shall agree by endorsement upon all policies that it will give LESSOR 30 days written notice prior to the effective date on which the policy is altered, expired or cancelled. **IN THE EVENT LESSEE FAILS TO SECURE OR MAINTAIN SUCH INSURANCE, LESSOR MAY, AT ITS OPTION, OBTAIN SUCH INSURANCE AND CHARGE THE COST THEREOF TO THE LESSEE AS ADDITIONAL RENT. LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS LESSEE'S TRUE AND LAWFUL ATTORNEY-IN-FACT TO MAKE CLAIM FOR AND RECEIVE INSURANCE PROCEEDS, AND TO EXECUTE AND ENDORSE ALL DOCUMENTS, CHECKS OR DRAFTS RECEIVED IN PAYMENT UNDER ANY SAID INSURANCE POLICIES. Any proceeds of insurance payable to LESSOR may be used or applied as LESSOR, in its sole discretion, shall determine.**

12 **TAXES AND OTHER FEES.** LESSEE shall pay when due all federal, state and local license fees, registration fees, filing fees, assessments, taxes (including without limitation, sales, lease, use, excise and personal property taxes, EXCLUDING ONLY TAXES PAYABLE IN RESPECT TO LESSOR'S INCOME) and all other charges of any kind which may now or hereafter be imposed upon LESSOR or LESSEE arising in any way out of the ownership, use, possession or leasing of the Equipment. Such amounts shall be considered additional rent and shall be payable upon demand by LESSOR. In establishing the amount of the base lease payments and the other terms of this Lease, LESSOR and LESSEE have assumed that LESSOR will be entitled to all deductions, depreciation, credits and other tax benefits ("tax benefits") which are provided by the federal, state and local laws to an owner and lessor of personal property. LESSEE agrees that, should any such tax benefits be disallowed or recaptured, or should LESSOR lose the right to claim or receive such benefits for any reason, LESSEE shall indemnify LESSOR for such loss by paying LESSOR an amount equal to the value of such loss. LESSEE'S obligations under this Paragraph shall continue notwithstanding any future change in federal, state or local law during the term of the Lease. To liquidate any personal property tax expense incurred by LESSOR, LESSEE agrees to pay LESSOR either a net charge therefor as incurred by LESSOR or, at LESSOR'S election, a monthly personal property tax fee liquidated at any fee set by LESSOR up to three hundred ninety-five thousandths of one percent (0.395%) of the original equipment cost.

13 **COMPLIANCE WITH LAW.** LESSEE shall promptly comply with all federal, state and local laws and regulations relating to the ownership, use, possession, leasing, delivery or return of the

14 **INDEMNITY.** Lessee shall indemnify and hold LESSOR harmless from and against all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorney's fees) arising out of or in any manner connected with the manufacture, purchase, financing, ownership, leasing, delivery, possession, use or operation of the Equipment, including without limitation, claims for injury to or death of persons and for damage to property. This indemnity shall survive the termination of this Lease.

15 **TITLE.** LESSEE understands that the Equipment is the exclusive property of LESSOR that title to the Equipment shall at all times during the term remain in LESSOR, and that LESSEE shall have no right, title or interest in the Equipment except as expressly provided in this Lease. **LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS ITS TRUE AND LAWFUL ATTORNEY-IN-FACT TO PREPARE, EXECUTE AND FILE ALL OWNERSHIP AND FINANCING STATEMENTS, and all costs for such filing and termination shall be paid by LESSEE. IT IS THE INTENT OF THE PARTIES THAT THIS IS A TRUE LEASE. THE FILING OF ANY SUCH STATEMENT SHALL NOT BE EVIDENCE THAT THIS IS OTHER THAN A TRUE LEASE, AND SUCH FILING IS ONLY INTENDED TO GIVE PUBLIC NOTICE OF LESSOR'S OWNERSHIP OF THE EQUIPMENT.** If this Lease shall be deemed at any time to be a lease intended as security, LESSEE hereby grants LESSOR a security interest in the Equipment, and such financing statements shall be intended to create a perfected security interest in favor of LESSOR. The Equipment shall at all times be considered and shall remain personal property, and LESSEE shall not permit the same to become a fixture to realty.

16 **EVENTS OF DEFAULT.** The following events shall automatically and without notice to LESSEE be events of default under this Lease: (1) LESSEE fails to pay any lease payment or other charge for a period of 10 consecutive days from the due date; (2) LESSEE fails to perform or observe any other term or condition or breaches any representation contained herein or in any other agreement with LESSOR; (3) any action or proceeding is brought against LESSEE whereby the Equipment may be taken or distrained; (4) LESSEE dies, becomes insolvent, makes or consents to an assignment for the benefit of creditors, stops doing business as a going concern, sells all or substantially all its assets, merges, consolidates, or appoints or consents to the appointment of a receiver or trustee; (5) a petition is filed by or against LESSEE under bankruptcy laws or other laws providing for the relief of debtors or (6) LESSEE shall cause, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance, attachment or involuntary transfer of any kind upon or affecting the Equipment or this Lease or any of Lessor's interest hereunder.

17 **REMEDIES UPON DEFAULT.** In the event LESSEE defaults hereunder, LESSOR may exercise any one or more of the following remedies in addition to any other remedies available under law:

(A) With or without notice, cancel this Lease and/or sue for: (1) past due rent; (2) the accelerated balance of future rent to become due during the unexpired term of the Lease, not as a penalty but herein liquidated for all purposes; (3) the estimated residual value placed on the Equipment by LESSOR; (4) all late charges and other charges due and to become due under the Lease; (5) the costs specified in Section 19 below; and (6) any other damages and indemnities, if then determinable, arising out of the Lease or LESSEE'S breach of the Lease; and

(B) Enter upon LESSEE'S premises and repossess the Equipment without liability for trespass or damages. In the event LESSEE fails to consent to repossession, LESSOR may institute legal proceedings for an order of repossession. Any repossession shall be without right of redemption. Following repossession: (1) all rights of LESSEE in the equipment shall terminate; (2) LESSOR may, at its option, sell or re-lease ("re-market") the Equipment without advance notice to LESSEE and (3) LESSOR may nevertheless immediately sue for the full amounts specified in subparagraph "A" above without first remarketing the Equipment, in which event any monies later recovered by LESSOR through remarketing, if any, minus LESSOR'S costs of repossession and remarketing (including any commissions) shall operate in reduction of the amount of LESSOR'S claim. Nothing stated herein shall require LESSOR to repossess the Equipment, and LESSEE hereby waives any rights which may require LESSOR to repossess and/or remarket the Equipment in mitigation of damages.

18 **CUMULATIVE REMEDIES.** All remedies of LESSOR hereunder are to the extent permitted by law, cumulative and may be exercised concurrently or separately at different times, and the exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof or be deemed a modification of this Lease. A waiver of any default shall not be a waiver of any subsequent default.

19 **LESSOR'S COSTS.** LESSEE shall be liable for all costs and overhead incurred by LESSOR in enforcing the Lease, including without limitation: (1) attorney's fees liquidated at 20% of any claim for money damages, which LESSEE hereby stipulates is a reasonable prediction of actual fees; (2) reasonable attorney's fees incurred in pursuing any equitable remedy; (3) costs of suit; (4) Lessor's internal recovery overhead liquidated at the lesser of \$250.00 or 5% of the lease balance, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty; and (5) Lessor's internal repossession/re-marketing overhead liquidated at the lesser of \$225.00 or 4% of the original equipment cost, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty, plus all costs incurred in the repossession, storage, shipment, repair and remarketing of the Equipment.

20 **RETURN OF EQUIPMENT.** Upon the expiration of the Lease term, or upon request of LESSOR following any default, LESSEE shall, at its own expense, return the Equipment to LESSOR at an address specified by LESSOR. The Equipment shall be returned in the same condition as received, ordinary wear and tear excepted.

21 **ASSIGNMENT; SUBLEASE.** All or any part of LESSOR'S interest in this Lease or in the Equipment may be assigned by LESSOR at any time without prior notice to LESSEE. In that event, LESSOR'S assignee shall succeed to all of LESSOR'S rights and interests under the Lease, and LESSEE'S obligations to the assignee shall be as provided in the Lease, but the assignee shall not be liable to perform any of LESSOR'S obligations to LESSEE. The right of the assignee to the payment of assigned lease payments and to performance of LESSEE'S obligations and to exercise any other of LESSOR'S right hereunder, shall not be subject to any defense, counterclaim or setoff. LESSEE acknowledges that any assignment by LESSOR shall not materially change LESSEE'S duties or obligations under the Lease or materially increase the risks imposed on LESSEE.

BECAUSE THE LESSEE'S OBLIGATIONS UNDER THIS LEASE ARE PERSONAL IN NATURE, LESSEE MAY NOT ASSIGN ANY OF ITS INTERESTS UNDER THE LEASE TO ANY OTHER PERSON, NOR MAY LESSEE SUBLEASE ANY OF THE EQUIPMENT TO ANY OTHER PERSON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH MAY BE DECLINED BY LESSOR FOR ANY REASON.

22 **SEVERABILITY.** If any provision of this Lease is in conflict with any law of any state or place where it is sought to be enforced, such provision shall be deleted to the extent of such conflict, but without invalidating the remaining provisions.

23 **CHOICE OF LAW; JURISDICTION; FORUM; VENUE.** Lessee agrees and stipulates that: (1) **THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA;** (2) **LESSEE KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY AND CONSENTS TO BE SUBJECT TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS IN PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE; and** (3) **ANY LEGAL PROCEEDING ARISING OUT OF THIS LEASE, REGARDLESS OF WHETHER LESSOR OR LESSEE BRINGS SUCH PROCEEDING, SHALL BE INSTITUTED ONLY IN THE AFORESAID VENUE IN PENNSYLVANIA, AND NOT ELSEWHERE, UNLESS LESSOR EXPRESSLY CONSENTS IN WRITING OR ELECTS OTHERWISE.**

24 **LESSEE'S REPRESENTATIONS.** LESSEE represents and warrants that (1) LESSEE has complete and unrestricted power to enter into this Lease, (2) the persons executing this Lease have been duly authorized (by corporate resolution if LESSEE is a corporation) to execute the Lease on LESSEE'S behalf, (3) that all information supplied to LESSOR is true and correct, including all credit and financial information submitted to LESSOR at any time, and (4) LESSEE is solvent and is able to meet all its financial obligations, including the Lease payments hereunder.

700 710 1014

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6,800.10

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 BTG, Inc.

Address 1945 Old Gallows Road, Vienna VA 22182

2. SECURED PARTY

Name Signet Bank/Virginia

Address 8330 Boone Blvd., Vienna VA 22182

Martha England c/o Arent Fox Kintner Plotkin & Kahn
1050 Connecticut Avenue NW, Washington DC 20036
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

This financing statement covers all types (or items) of property as more fully described on Exhibit A attached hereto and made a part hereof.

Name and address of Assignee

RECORD FEE 17.00
RECORD TAX 49.00
POSTAGE .50

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)

HOBARTO 0191 R03 T13:06
03/05/91

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

MARY M. ROSE
AA CO. CIRCUIT COURT

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

By: BTG, Inc. [Signature]
(Signature of Debtor)

EDWARD H. BERSOHN
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

17 49 50



EXHIBIT A
TO FINANCING STATEMENT DATED MARCH 2, 1992
FROM
BTG, INC., DEBTOR
TO
SIGNET BANK/VIRGINIA, SECURED PARTY

1. This financing statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following, whether now owned or hereafter acquired by the Debtor:

a. All equipment and fixtures, including, without limitation, computer hardware, computer software and systems, furniture, machinery, vehicles and trade fixtures, together with any and all accessories, accessions, parts and appurtenances thereto, substitutions therefor and replacements thereof, together with all other such items which are included within the definitions of "equipment" and "fixtures" as set forth in the Uniform Commercial Code, as adopted in the Commonwealth of Virginia (the UCC).

b. General intangibles, including all choses in action, causes of action and all other intangible property of every kind and nature, including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, good will, registrations, copyrights, licenses, franchises, customer lists, tax refunds, tax refund claims, rights of claims against carriers and shippers, leases and rights to indemnification, together with all property which is included within the definition of "general intangibles" as set forth in the UCC.

c. All inventory, including, without limitation, all goods held or intended for sale or lease by the Debtor, or furnished or to be furnished under contracts of service, all raw materials, work in process, finished goods, materials and supplies of every nature used or usable in connection with the manufacture, packing, shipping, advertising or sale of any such goods, together with all property included within the definition of "inventory" set forth in the UCC.

d. Accounts receivable, including, without limitation, all present and future rights of the Debtor to payments for goods sold or leased or for services rendered, whether or not represented by instruments or chattel paper, and whether or not earned by performance; all present and future rights of the Debtor to payments arising out of the licensing of computer software and systems; all accounts, contract rights, chattel paper, instruments and documents providing rights to receive payment of the Debtor; proceeds of any letter of credit of which either of the Debtor is a beneficiary; all forms of obligations whatsoever owed to the Debtor, together with all instruments and documents of title representing any of the foregoing; all rights of the Debtor in any returned or repossessed goods; all rights, security and guaranties of either of the Debtor with respect to any of the foregoing, including, without limitation, any right of stoppage in transit; together with all property included within the definitions of "accounts", "chattel paper", "documents" and "instruments" set forth in the UCC.

2. The proceeds and products of the above-described collateral are secured, as are all additions and accessions thereto and replacements thereof, all books of account and records, including all computer software relating thereto, all policies of insurance on any property of the Debtor and all proceeds of such policies.

MARYLAND
RECORDATION TAX CERTIFICATE

(Department of Assessments and Taxation)

I hereby certify as follows:

1. This Certificate is delivered in connection with the Promissory Note dated as of March 2, 1992 executed by the undersigned ("Debtor") in favor of Signet Bank/Virginia. ("Secured Party").
2. I am the President of BTG, Inc., and I am authorized to deliver this Certificate on behalf of the Debtor.
3. This Certificate is delivered pursuant to Section 12-105(a) of the Tax-Property Article of the Maryland Code, in order to determine the amount of Maryland Recordation Tax due upon filing of a certain UCC-1 Financing Statement against the Debtor in connection with a loan that has been made to Debtor by the Secured Party.
4. According to the books and records of the Debtor, the approximate value of the collateral in Maryland as of this date is set forth in Exhibit A to this Certificate. The Recordation Tax calculations are made in accordance with those calculations.

I state under penalties of perjury that the information above is true and correct to the best of my knowledge, information and belief.

Dated: March 2, 1992

BTG, Inc.

By: 

EXHIBIT A

A.	Total Value of Collateral Subject to Security Interest	\$ <u>7,494,000</u>
B.	Value of Collateral Outside Maryland	\$ <u>7,484,000</u>
C.	Value of Collateral Inside Maryland (A-B)	\$ <u>10,000</u>
D.	Ratio of Maryland Collateral to All Collateral (C/A)	<u>.0013</u>
E.	Total Amount of Secured Debt	\$ <u>5,300,000</u>
F.	Allocation of Secured Debt to Maryland (DxE)	\$ <u>6,800.10</u>
	Recordation Tax (\$7.00/\$1,000)	\$ <u>47.60</u>
	Rounded to nearest \$1,000: \$7 x \$7,000:	\$ 49.00

250
115

92-5257

Statement of Amendment of
Financing Statement

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed in the Financing Statement Records of Anne Arundel County, Maryland in liber 574 folio 22, on October 31, 1991, and any prior amendments thereto.

- 1. Debtor: Lovell Regency Homes Limited Partnership
Address: c/o Lovell Homes Inc. Suite 200 9030 Red Branch Road Columbia, Maryland 21043
- 2. Secured Party: Provident Bank of Maryland
Address: 114 East Lexington Street Baltimore, Maryland 21202 Attn: Commercial Real Estate Department

3. The original Financing Statement referred to above is amended as follows:

Exhibit A attached hereto is added as a supplement and in addition to the original property description which was attached to the original Financing Statement.

RECORD FEE 10.00
POSTAGE .50
#374320 0489 R02 T15:46
03/05/92

DEBTOR:
LOVELL REGENCY HOMES LIMITED PARTNERSHIP, a Maryland limited partnership

By: Lovell Homes Inc., a Maryland corporation, General Partner
By: Roger B. Davis MARY M. ROSE
Roger B. Davis, DA CO. CIRCUIT COURT
Vice President

SECURED PARTY:
PROVIDENT BANK OF MARYLAND

Dated: February 25, 1992

By: George D. Decker
George D. Decker,
Vice President

10⁰⁰
50



EXHIBIT A

BOOK 578 PAGE 221

PROPERTY DESCRIPTION

BEGINNING FOR THE FIRST and being known and designated as Lot numbered Thirty-three (33), as shown on the plat entitled, "Plat 4 of 9, RUSSETT, Parcel 10, Planned Unit Development", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, page 30.

BEGINNING FOR THE SECOND and being known and designated as Lot numbered Twenty-eight (28), as shown on the plat entitled, "Plat 5 of 9, RUSSETT, Parcel 10, Planned Unit Development", which plat is recorded among the Land Records of Anne Arundel County, Maryland in PlatBook 138, page 31.

AFTER RECORDING PLEASE RETURN
DOCUMENTS TO:

DUNN TITLE COMPANY
2137 Defense Hwy.
Crofton, MD 21114

Mail to



147.00
11.80

FINANCING STATEMENT

285843

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 \$ 21,015.00

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

5. Debtor(s) Name(s): American Cleaning Services I, Inc. Address(es): 1060 Cape Saint Clair Road Annapolis, Maryland 21401

RECORD FEE 11.00
 RECORD TAX 150.50
 POSTAGE .50
 #375120 C469 R02 T12:56
 03/06/92

6. Secured Party: MARYLAND NATIONAL BANK Attention: LDRU 250603 Address: 100 South Charles Street Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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 non-cash, 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, 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: American Cleaning Services I, Inc.

By: [Signature] (Seal) _____ (Seal)
 Leroy A. Wade, III, President

 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Return To:
 LSU Team 1
 Maryland National Bank
 100 S. Charles Street
 Baltimore, MD 21201

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

1100
1050
05



SCHEDULE "A"

This Schedule "A" is attached to and made a part of a Financing Statement by and between Maryland National Bank and **American Cleaning Services I, Inc.**

- (1) General Vari Speed GVS-19 1-1/2 HP
- (1) General Pad Holder for GVS-19
- (2) General Vari Speed 1P 1-1/2 HP
- (2) ADV 24V Conv W/Batt & Pro BR
- (2) ADV 24 V 20 AMP Auto Batt Chgr.
- (6) ADV Whirlamatic 20 UN58 W/Batt.
- (6) ADV 36V 20 AMP Auto Batt. Chgr.
- (6) J-185 Battery
- (2) ADV 26 Conv W/Batt and Pro BR
- (2) ADV Short Trim Pad Holders

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. 279065 recorded in
Liber 548, Folio 22 on 11/03/89 at Anne Arundel County, Md.

1. DEBTOR(S):
 Name(s) The Cherwood Corporation
 Address(es) 98 Point Somerset Lane
Severna Park, Maryland 21146

2. SECURED PARTY:
 Name Maryland National Bank
Construction Finance, M/S 021901
 Address 10 Light Street
Baltimore, Maryland 21202

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

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

3. CONTINUATION. The original Financing Statement referred to above is still effective. #325320 0603 R04 T11:55

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. 03/06/92

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 ~~XXXXXX~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.
 Lot 9 of the property described hereto and made a part hereof.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By *Constance M. Creamer*
Constance M. Creamer, Asst. V. P.
(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.

PRINCETON TITLE CO.
114 RITCHIE HWY.
PASADENA, MD 21122

P-4030

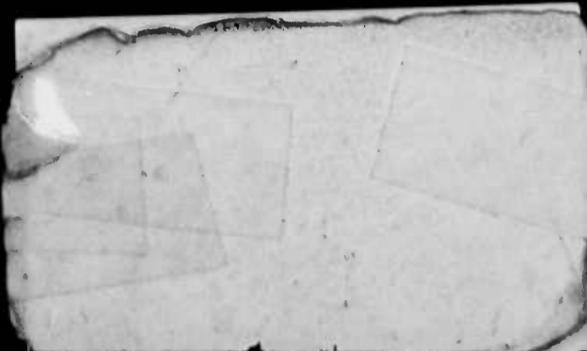


PROPERTY DESCRIPTION

~~LIBER~~ 4963 PAGE 145

ALL those lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 1W, 2W, 3W, 4W, 5W, 6W, 7W, 8W, 9W, 10W and 11W, as shown on a Plat entitled "Administrative Plat, Severn View, Section W" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 113, folio 21.



11.50

FINANCING STATEMENT

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

285844

- 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 _____

DJ

5. Debtor(s) Name(s): TCB Corporation
 Address(es): 918 Bay Ridge Road
 Annapolis, MD 21403

RECORD FEE 11.00
 POSTAGE .50
 #375130 C489 R02 T12:57
 03/06/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

6. Secured Party: MARYLAND NATIONAL BANK
 Attention: LDRU 250603
 Address: 100 South Charles Street
 Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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 non-cash, 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, 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: TCB Corporation

By: David R. Currier (Seal) _____ (Seal)
 David R. Currier, President

 (Seal) _____ (Seal)

 (Seal) _____ (Seal)

 (Seal) _____ (Seal)

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

11.50



SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a Financing Statement by and between TCB Corporation (the "Debtor") and Maryland National Bank (the "Secured Party").

COLLATERAL DESCRIPTION:

All accounts receivable, rents, profits and other income (collectively, "Accounts Receivable") in respect of any and all leases and subleases executed by the Debtor of any part or parcel of the property described below and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

PROPERTY DESCRIPTION:

ALL THAT LOT OF GROUND situate in the Sixth Taxing District of Anne Arundel County, containing 0.586 acres (excluding the future widening strip) as conveyed per Deed dated March 3, 1983, and recorded among the Land Records of Anne Arundel County at Liber EAC 3564, folio 2, from Oscar Brilliant and Joseph S. Carton, by Harry C. Blumenthal, his Attorney in Fact, unto TCB Corporation, a body corporate of the State of Maryland, and as shown per improvement location plat by J.R. McCrone, Jr., Inc., recorded among the Land Records aforesaid in Liber 3564, folio 4.

TCB Corporation

BY: *David R. Currier* (SEAL)
David R. Currier, President

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277696

RECORDED IN ~~LIBER~~ Book 542 Page 413 ON June 20, 1989 (DATE)

1. DEBTOR

Name Jones Intercable, Inc.

Address 9697 East Mineral Avenue, Englewood, CO 80112

2. SECURED PARTY

Name Mellon Bank, N.A., as Agent

Address Three Mellon Bank Center, Pittsburgh, PA 15259, Attn: Loan Admin.
Kimberly Sachse, Esq., Reed Smith Shaw & McClay, Mellon Square,
435 Sixth Avenue, Pittsburgh, PA 15219-1836

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
#375860 0489 R02 T15:28
03/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT

COMMONWEALTH LAND TITLE
INSURANCE COMPANY

15th Floor
World Trade Center
Baltimore, Maryland 21202

1911841

Dated _____

Mellon Bank, N.A., as Agent

[Signature]
(Signature of Secured Party)

Gary S. Geigick
Type or Print Above Name on Above Line

10⁰⁰ 20



STATE OF MARYLAND

285845

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ 21,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$147.00.

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

1. DEBTOR

Name Pioneer Incorporated

Address 1331 Waterbury Road Crownsville, MD 21032

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 147.00
POSTAGE .50
#082420 0191 R03 T15:01
03/06/92
MARY H. ROSE

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)

Pioneer Incorporated

Bhailal Patel
(Signature of Debtor)

BHAILAL B. PATEL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Frankie Tetlow
(Signature of Secured Party)

FRANKIE TETLOW ASST. CREDIT MGR.
Type or Print Above Signature on Above Line

147
150

TRANSFER AND ASSUMPTION AGREEMENT

ORIX CREDIT ALLIANCE, INC.
300 Lighting Way
Secaucus, NJ 07096-1525

BOOK 578 PAGE 230

Date: February 26 19 92
Account #: 8-598B-C-02-08100-8

Gentlemen: Bhailal B. Patel T/A Pioneer Contracting
Baldwin Service Center, Inc.
One (1) 1990 International Model 4900 Dump Truck S/N 1HTSDTVN6LH659935 with 10' Steel Body

subject to one or more security agreements, conditional sale contracts, installment sales contracts, chattel mortgages or equipment lease agreements
March 1, 1990
\$37,976.40
March 1, 1990
\$24,051.22
\$632.94
February 2, 1992

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to
Pioneer Incorporated
1331 Waterbury Road Crownsville, MD 21032

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does
grant and convey unto Transferee, its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to
have and to hold the same unto Transferee, its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms,
conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder. To induce Holder to
execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind
themselves jointly and severally to pay the Unpaid Balance above stated with any interest to Holder, its successors and assigns. Transferee hereby
unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes
the purchaser, obligor or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, claim,
recoupment claim or counterclaim which it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released
from the Contract and Note, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any
agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party. Transferor and
Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and Transferor grants to Holder
a security interest in all equipment, inventory, goods, accounts, chattel paper, notes receivable, accounts receivable, machinery, fixtures, general intangibles,
contract rights, assets and property of every kind and nature now owned and/or hereafter acquired to secure payment in full of all obligations of Transferee
and Transferor now or hereafter owing to Holder and Transferee to secure payment of all its obligations now or hereafter owing to Holder grants to Holder
a security interest in all equipment, inventory, goods, accounts, chattel paper, notes receivable, accounts receivable, machinery, fixtures, general intangibles,
contract rights, assets and property of every kind and nature now owned and/or hereafter acquired. If a note or notes are delivered to Holder
pursuant hereto, such shall be deemed evidence of such indebtedness and not payment thereof until such notes are
collected by Holder in full. Holder is authorized to file financing statements or a reproduction hereof as a financing
statement. As part of the consideration for Holder's consent hereto, Transferor and Transferee 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 respective agent for each of them and in their respective name, place and stead to accept any service of process
within the State of New York, Holder agreeing to send notice thereof to them at their address shown herein or if none
be shown herein at the last known address for them according to Holder's records, by certified mail, within three (3)
days of such service having been effected. The parties hereto agree to the exclusive venue and jurisdiction of any
Court located within the State of New York regarding any matter arising hereunder except with respect to any action
seeking replevin of any property. The parties hereto each waive any and all rights to a trial by jury in any action based
hereon or arising hereunder or under the Contract and/or Note.

The Property is now located at 1331 Waterbury Road Crownsville, MD 21032
and will be kept at 1331 Waterbury Road Crownsville, MD 21032

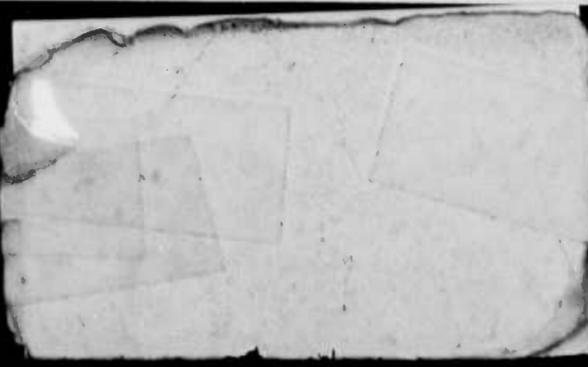
Attest: Bhailal B. Patel T/A Pioneer Contracting
Signature of Transferor
1331 Waterbury Rd, Crownsville, MD 21032 By: Bhailal Patel owner (Title)

Attest: Bhailal B. Patel T/A Pioneer Contracting
Signature of Transferee
1331 Waterbury Rd, Crownsville, MD 21032 By: Bhailal Patel President (Title)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests ORIX CREDIT ALLIANCE, INC. to consent thereto.
(Dealer)

Attest: By: CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.
ORIX CREDIT ALLIANCE, INC.
By: Vice President



285846

23

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

3. Maturity date (if any):

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

Frank Joseph & Sons, Inc.
D/B/A Jolly Shows
1411 Colonial Manor Court
Annapolis, MD 21401

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

ITT Commercial Finance Corp.
100 Walnut Ave.
Clark, NJ 07066

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

RECORD FEE 12.00

RECORD TAX 1141.00

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

"Equipment as more specifically described on Schedule A attached hereto and made a part hereof"

The amount subject to Recordation Tax is 163,000.00
Amount of Tax Due is: \$1,141.00

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

#082530 0191 R03 T15:12

03/06/93

MARY H. ROSE

AA CO. CIRCUIT COURT

I 258073

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.

Circuit Clerk

Check if covered: Proceeds of Collateral are also covered: Products of Collateral are also covered. No. of additional Sheets presented 1

44241013

Frank Joseph & Sons, Inc.
D/B/A Jolly Shows

ITT Commercial Finance Corp

By: *Peter Joseph*
Peter Joseph Signature(s) of Debtor(s) Pres.

By: *Kathy Cohen*
Kathy Cohen Signature(s) of Secured Party(ies) Sr. Credit Analyst

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Schedule A

To: Lease Financing Agreement
 UCC-1 Subordination Agreement
 Other (specify: _____)
Dated January 9, 19 92

Between
the ITT Capital Finance division of ITT Commercial Finance Corp. and
Frank Joseph & Sons, Inc. D/B/A Jolly Shows (Customer Name)

Equipment Location: 1411 Colonial Manor Court Street Address
Annapolis, MD 21401 City, State, Zip Code

Equipment Description (including quantity)	Year and Model No.	Serial No.
One (1) Used Childress Super Slide	SLT	
One (1) Used Majestic Scooter	TM1800	
One (1) Used Eli Bridge Scrambler	TMS	

Together with all parts, accessories, attachments, substitutions, repairs, improvements and replacements, and any and all rights thereunder and proceeds thereof, including without limitation insurance proceeds.

Frank Joseph & Sons, Inc. D/B/A Jolly Shows
(Type or Print Customer Name)

By: [Signature]

Title: [Signature]



Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 9,000.00

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

Name of Debtor
Rufus C. Creekmore, D. D. S.

Address
6133 Shady Side Road
Shady Side, MD 20764

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 Yoshida Panoura 10SU X-Ray machine
Model #PA810, Serial #BG-005

RECORD FEE 11.00

RECORD TAX 67.00

POSTAGE .50

H092560 0191 R03 T15214

03/06/92

MARY M. ROSE

AA 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)

Rufus C. Creekmore
Rufus C. Creekmore, D.D.S.

Secured Party (or Assignee)

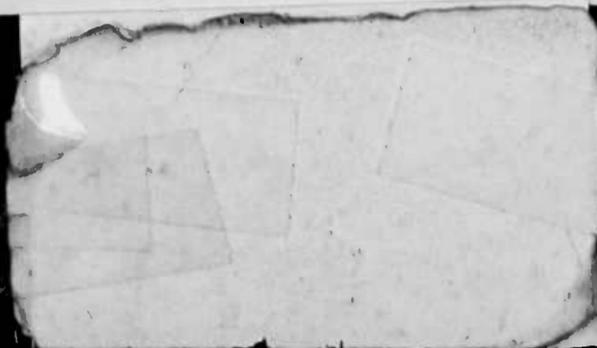
BANK OF ANNAPOLIS

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

↑
11
63-50



285848

BOOK 578 PAGE 234

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) Mary E. Brookins Virginia E. Dare 1503 J. Flanders Ln. Harwood, MD 20776	2. Secured Party(ies) and address(es) Chrysler First 12500 Fair Lakes Circle Suite 250 Fairfax, VA 22033	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #002570 0191 R03 T15:14 03/06/92 5. Assignee(s) of Secured Party and Address(es) MARY H. ROSE AA CO. CIRCUIT COURT
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4. This financing statement covers the following types (or items) of property:
 Water Softener

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 Mary E. Brookins
 X Virginia E. Dare
 Signature(s) of Debtor(s)

CHRYSLER FIRST
Blenda Brookins
 By: Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1/2.50



PARTIES

Debtor name (last name first if individual) and mailing address: **BOOK 578 PAGE 235**
TREVETHAN, RALPH DAVID
LOT #20 WAYSON'S CORNER MHP
LOTHIAN, MD 20711

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:
GREEN TREE ACCEPTANCE, INC..
P.O. BOX 4488
WOODBIDGE, VA 22194

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

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

SECURED PARTY SIGNATURE(S)

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

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

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

GREEN TREE ACCEPTANCE, INC..

SANDRA R. ROCKETT-AGENT
Sandra R. Rockett-Agent

STANDARD FORM - FORM UCC-1 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT #11312990
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):

NOT SUBJECT TO RECORDATION TAXES
ORIGINAL CONDITIONAL SALES CONTRACT SIGNED
BY DEBTOR
285849

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):
RECORD FEE County 4.00
POSTAGE .506
#082590 0191 R03 115715
03/05/82

Identify collateral by item and/or type:
1987 ZIMMER, 14x62 #ZZN-2968
COLLATERAL MARY M. ROSE
AA CO. CIRCUIT COURT

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):

RALPH D. TREVETHAN
Ralph D. Trevethan

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC..
P.O. BOX 4488
WOODBIDGE, VA 22194

SANDRA R. ROCKETT-AGENT

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

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

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. \$ Exempt

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

This financing statement Dated 03/04/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alamo Rent-A-Car, Inc.
Address 110 Southeast Sixth Street, Ft. Lauderdale, FL 33301

2. SECURED PARTY

Name NationsBank of Georgia, N.A., as Collateral Agent
NationsBank Plaza, 600 Peachtree Street, N.E.
Address Atlanta, GA 30308-2213, Attn: Frank A. Armstrong
Cindy A. Brazell, Esq., Kutak Rock, 4400 Georgia-Pacific Center,
133 Peachtree Street, N.E., Atlanta, GA 30303

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

3. Maturity date of obligation (if any) _____

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

See Exhibit A attached hereto and by reference incorporated herein.

Name and address of Assignee	
RECORD FEE	1.30
RECORD FEE	11.70

(Anne Arundel County, MD)

POSTAGE .50

#082360 0191 R03 T14#57

03/06/92

CHECK THE LINES WHICH APPLY

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

MARY M. ROSE
AA CO. CIRCUIT COURT

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ALAMO RENT-A-CAR, INC.

By: Brent D. Burns TREASURER
(Signature of Debtor)

Brent D. Burns, Treasurer

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONSBANK OF GEORGIA, N.A., AS
COLLATERAL AGENT

By: John A. Miller
(Signature of Secured Party)

John A. Miller, Assistant Vice President

Type or Print Above Signature on Above Line

13 . 50



EXHIBIT A
TO
UCC-1 FINANCING STATEMENT

Debtor: Alamo Rent-A-Car, Inc.

Secured Party: NationsBank of Georgia, N.A. ("NationsBank"), as Collateral Agent

Loan Documentation: Security Agreement dated as of March 4, 1992 (the "Security Agreement"), entered into between the Debtor and the Secured Party to secure the Debtor's obligations under the Credit Agreement dated as of March 4, 1992, among the Debtor; the financial institutions signatory thereto as lenders (collectively, the "Lenders"); and NationsBank and NCNB National Bank of Florida, collectively, as Agent for themselves and the other Lenders (together with any amendments, restatements, modifications or supplements thereto, the "Credit Agreement"), to the following Lenders and such other Lenders as may become party to the Credit Agreement including, but not limited to:

NationsBank of Georgia, N.A.
NCNB National Bank of Florida
Continental Bank N.A.
Mellon Bank, N.A.
Credit Suisse, New York Branch
First Union National Bank of Florida

Collateral:

All of the Debtor's now existing and hereafter acquired motor vehicle inventory of all types and descriptions (whether or not constituting inventory for purposes of the Uniform Commercial Code), whether available for sale, lease or short-term rental purposes, which is financed or refinanced, directly or indirectly, by the Lenders described above or which is listed on any current reconciliation report or any more recent request for advance submitted by the Debtor to the Secured Party or any of such Lenders under the Credit Agreement or any agreement with regard to any loan or line of credit to which the Debtor and the Secured Party or any of such Lenders are parties, or which is otherwise designated as constituting vehicles as to which the Debtor is obtaining or retaining the availability of financial accommodations from the Secured Party or any of such Lenders (collectively, the "Vehicles"); all accessories, equipment, parts and appurtenances attached or appertaining to the Vehicles; all of the Debtor's right, title and interest in and to that certain letter agreement addressed to the Agent dated on or about March 4, 1992 and any subsequent agreement applicable to any subsequent model year of Vehicles by and among General Motors Corporation ("GM"), the Debtor and the Agent, for itself and on behalf of the Lenders, wherein, among other things, GM agrees to repurchase from the Debtor or the Agent Vehicles purchased by the Debtor from GM dealers and any other repurchase agreement evidencing a Non-GM Program approved pursuant to the Credit Agreement (the "Repurchase Agreements"); all of Debtor's rights to all payments due from and payable by GM or any other vehicle manufacturer or distributor in respect of the repurchase price for all Vehicles tendered by or on behalf of the Debtor for

repurchase under the GM Programs and the Non-GM Programs, and any cash proceeds of any such payments held in the Administrative Accounts as of the date of determination (the "Repurchase Receivables"); all of the Debtor's rights to incentive payments, "fast start" payments, mileage reimbursement payments, "keep" payments or other payments designed to induce the Debtor not to tender a Vehicle to GM for repurchase or to sell the Vehicle in a particular manner or inside or outside a particular geographic area, and any other payments (excluding any advertising support payment paid or payable by GM to the Debtor) relating to the Debtor's purchase or the repurchase value of any Vehicle and constituting accounts receivable or general intangibles of the Debtor, which are, in any case, now or hereafter due from and payable by GM ("Incentive Payment Receivables"); all funds held pursuant to any agreement for the benefit of the Secured Party and the Lenders; all of the Debtor's books and records relating to the Vehicles, the Incentive Payment Receivables and the Repurchase Receivables, including all programs and licenses (on a non-exclusive basis) to use same in accessing such records wherever located, and all right of the Debtor to records (as to Vehicles, on an exclusive basis and as to other vehicles, on a non-exclusive basis) stored under any off-site backup storage agreement; all periodic rental payments due and to become due the Debtor with respect to the Vehicles or the rental or lease thereof to the extent of thirty-five percent (35%) thereof, including, without limitation, any such payments due the Debtor pursuant to any credit card agreement; all the Debtor's inventory of license plates relating to the Vehicles; all proceeds of any of the foregoing, and all proceeds of any loss or damage to or any destruction of the above, whether insured or not insured, and all proceeds of any sale, lease or other disposition of any property or interest therein referred to above, together with all proceeds of any policies of insurance covering any or all of the above, any rebates or refunds, whether for taxes, insurance or otherwise, and all proceeds of any such proceeds.

The capitalized terms used in this Exhibit A and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement.

285851

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 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 FRENCH BRAY, INCORPORATED
Address 6731 BAYMEADOW DRIVE, GLEN BURNIE, MARYLAND 21061

2. SECURED PARTY

Name HEIDELBERG EASTERN, INC.
Address 73-45 Woodhaven Blvd. Glendale, NY 11385

Person And Address To Whom Statement Is To Be Returned 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 Stahl Presser/Stacker Model SBP66
- One (1) New Stahl Marking Table Model MKE66

RECORD FEE 11.00
H082350 C191 R03 714:57
03/06/72

MARY M. ROSE

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ronald L. Bray
(Signature of Debtor)

RONALD L. BRAY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Suzanne Sherrin
(Signature of Secured Party)

Suzanne Sherrin Asst. Secretary

Type or Print Above Signature on Above Line



NationsBank

NationsBank of Maryland

Financing Statement

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 24,000.00
- To Be Recorded in Land Records of _____

Record in:

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

Name	Address		
1. Debtor(s)	Street	City	State
<u>Seong J. Kim T/A Clocktower Cleaners</u>			
<u>Chong A. Kim</u>			
	<u>1410 Forest Drive, Annapolis, Md. 21403</u>		

2. Secured Party: **NationsBank of 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 of such property.

Check one or more boxes as applicable:

- All Equipment and Fixtures** — 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, tax refunds, notes, notes receivable, drafts, acceptances, leases, and general intangibles (including, without limitation, all things in action, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), 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, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given, or shall give, rise to any account or contract right.
- Specific Equipment** — All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other** — All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:
 Title Owner of Real Estate _____

RECORD FEE 13.00
 RECORDATION TAX 168.00
 POSTAGE .50
 RECEIVED 03/09/92 04 10:24

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: NationsBank of Maryland
 By: Frances E. Boykin
 Type Name Frances E. Boykin
 Title Consumer Banking Officer

Debtor(s) or Assignor(s)
Seong J. Kim T/A
Clocktower Cleaners
 By: Seong J. Kim
Chong A. Kim

Type or Print Name and Title of Each Signature

13-
50
10-

Schedule A

One Forenta - 190BME Single Buck, Electric

One Forenta - 39VCHYE Triple Head Stacked, Electric



11.00
857.50 rec'd

FINANCING STATEMENT

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

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 122,300.00

285871

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County

5. Debtor(s) Name(s): Russell-William LTD. Address(es): 1710 Midway Drive
Odenton, Md. 21113

RECORD FEE 11.00
RECORD TAX 857.50
POSTAGE .50
#377540 CARR RO2 110:00
03/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

6. Secured Party: MARYLAND NATIONAL BANK Address: 100 South Charles Street
Baltimore, Maryland 21201
Attention: LDRU 250603

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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 non-cash, 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, 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: Russell-William LTD.

By: X [Signature] (Seal) _____ (Seal)
Russell-K Winter, President

By: X [Signature] (Seal) _____ (Seal)
Thomas D. Harvey, Vice President/Secretary

(Seal) _____ (Seal)

(Seal) _____ (Seal)

Return To:
LSU Team 1
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

1106
857.50
50

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

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Maryland National Bank and Russell-William LTD.

Section 7, Collateral Description continued

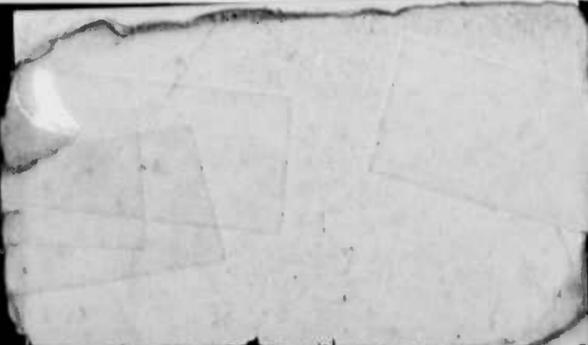
Mazak Brand CNC Vertical Machining Center S/N 50229
Methods Nakamura-Tome Slant 1M Turning Center with Cross Drill and Milling
S/N 717-4647

107 E. P... (SEAL)

[Signature] (SEAL)

_____ (SEAL)

_____ (SEAL)



FINANCING STATEMENT

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

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____.

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

RECORD FEE 11.00
 POSTAGE .50
 #376140 C489 R02 T10:08
 03/09/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

5. Debtor(s) Name(s): Maryland Mustang, Inc.
 Address(es): 1700 Millersville Road
 Millersville, Md. 21108

6. Secured Party: MARYLAND NATIONAL BANK
 Attention: LDRU 250603
 Address: 100 South Charles Street
 Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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 non-cash, 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, 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.

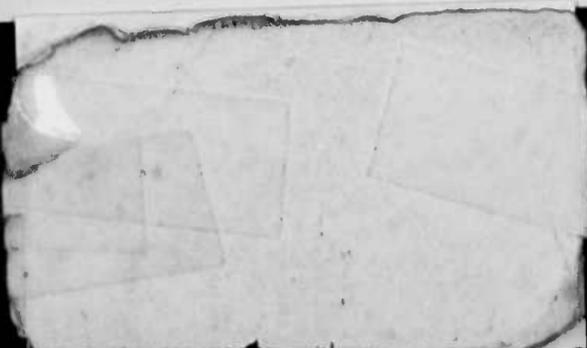
8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: Maryland Mustang, Inc.

By: John A. Carnely (Seal) _____ (Seal)
 John A. Carnely, President
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

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

1100



FINANCING STATEMENT

1150

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 _____

RECORD FEE 11.00
POSTAGE .50

5. Debtor(s) Name(s): Pasadena Furniture and Appliance Co., Inc. Address(es): 2916 Mountain Road Pasadena, Maryland 21122

#376150 C489 R02 T10:08
03/09/92

8215 Cloverleaf Drive
Millersville, Maryland 21108

MARY M. ROSE
AA CO. CIRCUIT COURT

6. Secured Party: MARYLAND NATIONAL BANK Attention: LDRU 250603 Address: 100 South Charles Street Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, 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: Pasadena Furniture and Appliance Co., Inc.

By: John Raymond Kenney Jr. (Seal) _____ (Seal)
John Raymond Kenney Jr., President

(Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

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

1100
50



FINANCING STATEMENT

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County and ~~State Department of Assessments and Taxation.~~
- 3. Not subject to Recordation Tax. Purchase Money Financing
- 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 Clerk of the Circuit Court of _____.

RECORD FEE 13.00
 POSTAGE .50
 #376410 C489 R02 T14:23

5. Debtor's Name
REPG, Inc
 a Maryland corporation

Address
2145 Priest Bridge Prop
Crofton, Maryland 21114

03/09/92

MARY H. ROSE
 AA CO. CIRCUIT COURT

6. Secured Party
 P.J.'S DELI, INC.
 a Maryland corporation

Address
1641 Rt. 3 North
Crofton Maryland 21114

7. This Financing Statement covers and Debtor hereby grants to the Secured Party, a security interest in all assets of Debtor, including, without limitation, 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, 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.

1300



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. All Furniture, Fixtures, Machinery and Equipment. All of the furniture, fixtures, machinery and equipment of Debtor, both now owned and hereafter acquired, including, without limitation, those items described on Exhibit A attached hereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Liquor License. All of Debtor's right, title and interest in the Class H liquor license issued to Debtor with respect to the operation of the premises known as

Happy Days

DEBTOR:

REPG, Inc.
a Maryland corporation

Joseph Altman

SECURED PARTY:

P.J.'s DELI, INC.
a Maryland corporation

BY: Earnley Marvin Comer
Earnley Marvin Comer, President

Address where Collateral
will be located:

1641 Rt. 3 North
Crofton, Maryland 21114

Mr. Clerk: Please return to C. Fred Delavan, Esquire, Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis, Maryland 21404.

J/S.18
pgdeli.fin



EXHIBIT A
EQUIPMENT LIST

NAME	MODEL #	SERIAL #
1 ELECTRO FREEZE ICE CREAM MACHINE (TRIPLE HEAD)	55TF	CU 722
1 TRIPLE SINK		
2 HAND SINKS		
4 STAINLESS STEEL RACKS		
2 DUNNAGE RACKS		
1 WALK IN BOX (HARFORD SYSTEMS INC.)		OW 3285
1 CARPMENTED LOCKER		
1 GREASE TRAP		
1 BEER MUG FREEZER		
1 2X4 STAINLESS TABLE WITH SHELF AND DRAWER		
1 CAN OPENER		
1 RX4 ROBOT COUPE WITH BLADES	RX4	RX409543
WINE GLASSES		
1 PANASONIC MICROWAVE	NOV.85	MO0790
1 ICE MAKER (MANITOWOC) & HOLDING BIN	400 SERIES	DPK 4939
1 SANDWICH UNIT (WICKS)		
1 3X7 TABLE WITH SHELF		
3 6X1 SHELVES		
2 TOASTERS 1-TOASTWELL AND 1 TOASTMASTER		
2 PORTION CONTROL SCALES		
1 SHARP MICROWAVE		534519
1 TRUE FREEZER		87-37834-11
2 NC CRAY DELI CASES	SC CD5354 SC CDS 358	8838294-1
VARIOUS STAINLESS AND WOOD COUNTERS		
3 WARMING UNITS 2 EAGLE 1 AEROHOT		HC 003366
2 FIRE EQTINGUISHERS		HC 003365 BB277144
1 DOUBLE DOOR VISA COOLER (GLENCO)		
3 3X4 STANDING WEDGE RACKS	MA136102	820488
1 CASH REGISTER (TEC)	SL379	7M1060
1 ELECTRIC SCALE (TEC)	5406	8321
1 TOLEDO SLICER		
3 CUP DISPENSORS		
28 TABLES		
60 CHAIRS		
NAPKIN HOLDERS		
SALT AND PEPPER SHAKERS		
SUGAR HOLDERS		
1 HIGH CHAIR		
VARIOUS KNIVES AND UTENSILS		
2 HOT OR COLD SALAD BARS & SNEEZE GUARDS	474104	84046,831112

NationsBank®

Financing Statement

NationsBank of Maryland

~~(Continuation/Termination/Assignment/Partial Release/Amendment)~~ **X**

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 520 Folio 532 File #270887
 Financing Statement }

Recorded at Anne Arundel County Date of Financing Statement December 11, 1987

Name Address

1. Debtor(s) (or assignor(s)) No. Street City State
Doris Hefler, Inc. t/a Monica Stephens 2460 Riva Rd., Annapolis, MD. 21401

2. Secured Party
NationsBank of Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817
f/k/a Sovran Bank/Maryland

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 _____.

RECORD FEE 10.00
BOOKED COPY NOS 113-45
03/09/92
MARY H ROSE
AA CO. CIRCUIT COURT

Debtor(s)

Monica V. Stephens

MONICA V. STEPHENS, PRES.

Date 3-2-92

Secured Party:

NationsBank of Maryland f/k/a Sovran Bank/Maryland

By: M. Phyllis Dodson

Type Name M. Phyllis Dodson

Title Credit Administration Officer

115-

2910
15/54

NationsBank®

NationsBank of Maryland

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 554 Folio 552 File # 280614
 Financing Statement

Recorded at Anne Arundel County Date of Financing Statement 04/19/89

Name	Address
1. Debtor(s) (or assignor(s))	No. Street City State
<u>H & M Crofton Station</u>	<u>1651 Crofton Blvd, Suite 14</u>
<u>Limited Partnership</u>	<u>Crofton, Maryland 21114</u>

2. Secured Party
NationsBank of Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817, *

Check The Lines Which Apply

3. A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number shown above.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.
- D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
- E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)
- F.

* a Maryland banking corporation, which is one and the same entity as Sovran Bank/Maryland, having changed its name from Sovran Bank/Maryland to NationsBank of Maryland, effective January 1, 1992.

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 _____

RECORD FEE 10.00
 POSTAGE .50
 H377050 C489 R02 T08:52
 03/10/92

Debtor(s)	Secured Party: NationsBank of Maryland (formerly Sovran Bank/Maryland)
<u>H & M CROFTON STATION LIMITED PARTNERSHIP</u>	By: <u><i>Gregory L. Carter</i></u> Gregory L. Carter Type Name Vice President
Date _____	Title _____

008.8005 (1/92) White - Filing Officer's Copy Canary - Debtor's Copy Pink - Bank's Copy

1050

Return to
STEPHEN HELFRICH, P.A.
 9500 ANNAPOLIS ROAD, SUITE A-4
 LANHAM, MARYLAND 20706

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____

Page No. Liber 567 folio 575

Identification No. 11438500

Dated May 14, 1991

1. Debtor(s) { Thomas Gannon and Judith Gannon d/b/a International Deli
Name or Names—Print or Type
The Market House, Annapolis, Anne Arundel, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party { Martin's Quality Foods, Inc.
Name or Names—Print or Type
The Market House, Annapolis, Anne Arundel, 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
H377150 C489 R02 T09:05
03/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: February 11, 1992

Martin's Quality Foods, Inc.
Name of Secured Party
Joseph F. Martin
Signature of Secured Party
Joseph Martin, President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10⁰⁰
50

Bernstein & Feldman, P.A.
900 Bestgate Road, Suite 104
Annapolis, Maryland 21401

TERMINATION STATEMENT

Date of Original Financing Statement February, 1990 Identifying Number of Original Financing Statement 279939 Book 551, page 477

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

1. Debtor(s) Name (Last Name First) : Arden M. Brady 850 Holly Drive South Annapolis, MD 21401
2. Debtor(s) Complete Address(es) : Gerald T. Brady (Guarantor) 850 Holly Drive South Annapolis, MD 21401
3. & 4. Secured Party(ies) and Complete Address(es) : C. Bradley Lawson, Jr. 25 Sunset Drive Severna Park, MD 21146
5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) :

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incur obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number (if applicable) shown above.

This Statement to be returned after recordation to Bernstein & Feldman, P.A., 900 Bestgate Road, Suite 104, Annapolis, MD 21401

Date of Statement of Termination of Financing January 31, 1992

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

MARY M. ROSE AA CLERK, CIRCUIT COURT
C. Bradley Lawson, Jr.

RECORD FEE 10.00
POSTAGE .50
#377160 C489 R02 T09:06
03/10/92

1000/12

PARTIES

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

RONALD A. MITCHELL
70 S. PAULA STREET
LAUREL MD 20707

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

Rpm
65 S. PAULA STREET
LAUREL MD 20707

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
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 (7-89)
 Approved by Secretary of Commonwealth of Pennsylvania

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

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

BOOK 578 PAGE 253 **285855**

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:
1992 DESTINY HOMES, INC. OMNI-562FK
14 X 56 SERIAL# 0-30410 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 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):

RONALD A. MITCHELL
[Signature]

1a

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

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

FILING OFFICE ORIGINAL

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

34

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 BOOK 578 PAGE 254 Identifying File No. 285856

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

If transaction or transactions wholly 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 2-28-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE & VERONICA WILLIAMS
Address 250 WOODLAND RD, ARNOLD MD 21012

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 24 B DEFENSE STREET
ANNAPOLIS MD 21401

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

3. Maturity date of obligation (if any) 2/28/95

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

HTS IN SATELLITE
ANTENNA SYSTEM

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)

1250

George Williams
(Signature of Debtor)

GEORGE WILLIAMS
Type or Print Above Name on Above Line

Veronica B. Williams
(Signature of Debtor)

VERONICA WILLIAMS
Type or Print Above Signature on Above Line

Michael Gordy
(Signature of Secured Party)

MICHAEL GORDY
Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50
ARNDT & CO. COURT REPORTERS & VIDEO
10/10/92



FINANCING STATEMENT FORM UCC-1

Identifying File No. 285857

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

If transaction or transactions wholly 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 FEBRUARY 20, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. BOOK 578 PAGE 255

1. DEBTOR

Name QUALITY PLUS, INC.

Address 883 AIRPORT PARK ROAD, STE E, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK

Address 7290 MONTGOMERY ROAD, ELKRIDGE, MD 21227

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

RECORDED 11.00
MORTGAGE .50
RECEIVED 2283 101 FEB 29
03/10/92
MARY. H. ROSE
COURT CLERK

CHECK THE LINES WHICH APPLY

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

QUALITY PLUS, INC.

BY: Charles G. Fagan
(Signature of Debtor)

CHARLES G. FAGAN, PRESIDENT

Type or Print Above Name on Above Line

BY: June Witt
(Signature of Debtor)

JUNE WITT, VICE PRESIDENT

Type or Print Above Signature on Above Line

A. W. Emmons III

(Signature of Secured Party)

A. W. EMMONS, III, V.P.

Type or Print Above Signature on Above Line

115
50



SCHEDULE A

BOOK 578 PAGE 256

DATE: Feb. 20, 1992

RE: Loan between QUALITY PLUS, INC. (THE DEBTOR) AND ELKRIDGE NATIONAL BANK

(THE SECURED PARTY)

INVENTORY: All inventory wherever it is located which I own now or may own in the future, which I will sell or lease, or which has been or will be supplied to me under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

ACCOUNTS, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER AND OTHER RIGHTS TO PAYMENT: All rights I have now or may have in the future to the payment of money including, but not limited to:

- (a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and
- (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

GENERAL INTANGIBLES: All general intangibles I own now or may own in the future including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

DEBTOR:

BY: Charles G. Fagan, Pres.
Name Charles G. Fagan Title President

BY: June Witt, V.P.
Name June Witt Title Vice President

SECURED PARTY:

ELKRIDGE NATIONAL BANK

BY: Adolphus W. Emmons III
Name Adolphus W. Emmons, III Title Vice President

5/91

285858

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)
Whitmore Printing Co.
1982 Moreland Pkwy
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Polychrome Corporation
P.O. Box 817
Yonkers, N.Y. 10702

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

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

(1) PMPC-32 PLATE PROCESSOR SN 30296

5. Assignee(s) of Secured Party and Address(es)
RECORD FEE 11.00
03/10/92
MAY 8, 1992
M.D. CIRCUIT COURT

Not subject to recordation tax

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

Filed with:

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

Jim Hogan Mfg. Manager
By: J. Hogan 1-22-92 Title Mfg. Mgr.
Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title
(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1. (For Use In Most States)



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 # 7099

Name Colonial Electric Company, Inc.

Address 148 Defense Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

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

One (1) Estimation Model 80386 CPU, S/N: 9109025, with Math Co Processor and 44 MB Hard Disk Drive and 14" VGA Color Monitor with VGA Adaptor, S/N: 10900916 and Overlay Keyboard, S/N: E279, GTCO Tablet 36" x 48", S/N: 933080292007, with Okidata 182 Parallel Printer, S/N: 103A1230329, and GTCO 36 x 48 Controller, S/N: 93120119025, and all attachments and accessories.

RECEIVED 03/10/23
03/10/23
MARY M. ROSE
CIRCUIT COURT

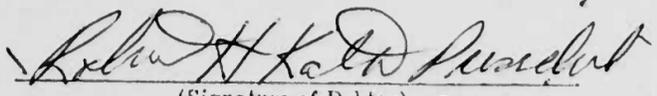
CHECK THE LINES WHICH APPLY

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) (5) 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)

11
52


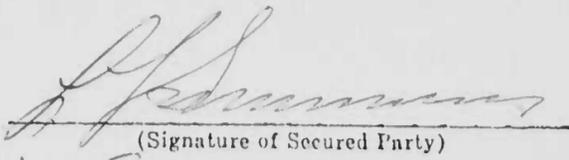
(Signature of Debtor)

Robert H Katsk, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

L.L. Summers

Type or Print Above Name on Above Line

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

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

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

This financing statement Dated 12/11/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285860

Name Jeanie Gaines

Address 8204 Monaeagan Ct. Severn MD 21144

2. SECURED PARTY

Name Universal Energy Corporation

Address 4700 Berwyn Hauce Rd College Park MD 20740

RETURN TO: CHRYSLER FIRST FINANCIAL SERVICES CORP 12450 Parklawn Drive Rockville MD 20852

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

3. Maturity date of obligation (if any) 3-20-1999

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

Vytex Vinyl replacement windows

Assigned
Chrysler First Financial Services
12450 Parklawn Drive
Rockville, Md 20852

CHECK THE LINES WHICH APPLY

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

This financing statement is not subject to the recordation of taxes.
This financing statement secures a/an installment purchase or secured party seller.

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

(describe real estate)

8204 Monaeagan Ct Severn, Md 21144

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jeanie C. Gaines
(Signature of Debtor)

Jeanie Gaines
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mitchell LaBarre
(Signature of Secured Party)

Type or Print Above Signature on Above Line



285861

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

2. SECURED PARTY

Name First Federal Savings and Loan Association of Richmond
Address 20 North 9th Street, Richmond, IN 47375

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

3. Maturity date of obligation (if any) _____

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

RECORDING FEE 11.00
SEARCH FEE .50
RECORDING COSTS FOR THIS STATE
MAY 16 1992
44th CIR. 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)

17-52

Larry L. Summers
(Signature of Debtor)

Larry L. Summers
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barry J. Mann

(Signature of Secured Party)

AVP First Federal Savings & Loan Assoc
Type or Print Above Name on Above Line of Richmond
Barry J. Mann

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

If transaction or transactions wholly 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 2-19-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285862

Name Gene K. Mink
 Address 118 Serone Park Way Glen Burnie Md

2. SECURED PARTY

Name Tidewater Tractor
 Address P.O. Box 216 Wye Mills Md. 21679

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

3. Maturity date of obligation (if any) 4-1-94 none

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

MF 1038 TRACTOR 26hp 4wdr
ser# 43789
MF 1016 Loader w/60" bucket
ser# 2816

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

CHECK THE LINES WHICH APPLY

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

(If 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 recording tax.
Security interest in farm equipment, exempt from tax
See Md. Tax - Prop. Code S 12-108

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

Gene K. Mink
 (Signature of Debtor)

GENE K. MINK
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

F. Wick Dudley
 (Signature of Secured Party)

F. WICK DUDLEY
 Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 578 PAGE 262

UNIFORM COMMERCIAL CODE

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

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

RECORDED IN LIBER 543 FOLIO 189 ON 07/06/89 (DATE)

1. DEBTOR

Name Pete's Cycle Co., Inc.

Address 5001 Harford Road, Baltimore, MD 21214
(SEE ATTACHED EXTENSION SHEET FOR ADDITIONAL ADDRESSES)

2. SECURED PARTY

Name Kawasaki Motors Finance Corporation

Address P. O. Box 25301

Santa Ana, CA 92799-5301

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

3. Maturity date of obligation (if any) _____

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>PLEASE AMEND DEBTOR'S 6910 HARFORD ROAD, BALTIMORE, MD ADDRESS TO READ: 4220 SHANNON DRIVE, BALTIMORE, MD 21213 PLEASE AMEND TO DELETE: 10768 York Road, Cockeysville, MD 21030 (Debtor Address) (NOT SUBJECT TO RECORDATION TAX)</p>	

Pete's Cycle Co., Inc.

10-50

Walter C. Leach
Walter C. Leach, President

Dated 02/26/92

C#1286-4 (Anne Arundel)

Kawasaki Motors Finance Corporation

Helen Fox
(Signature of Secured Party)

Helen Fox, Document Specialist
Type or Print Above Name on Above Line



STATE OF MARYLAND TOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

BOOK **578** PAGE **263**

SECURED PARTY:

Kawasaki Motors Finance Corporation
P. O. Box 25301
Santa Ana, CA 92799-5301

DEBTOR:

Pete's Cycle Co., Inc.
5001 Harford Road
Baltimore, MD 21214

Please index this filing to all additional Debtor names, DBAs, and/or addresses as listed below:

ADDITIONAL DEBTOR: NAME(S): SOCIAL SECURITY NO(S).

ADDITIONAL DEBTOR: DBA(S)

ADDITIONAL DEBTOR: ADDRESS(ES)

1. 344 Belair Road	Bel Air	MD 21014
2. 800 Ritchie Hwy.	Severna Park	MD 21146
3. 6910 Harford Road	Baltimore	MD 21234
4. 10768 York Road	Cockeysville	MD 21030

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 285873

If transaction or transactions wholly 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 02/27/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EPPIE L. LUDLUM and LELIA P. HOKE 3909 2301
Address 98 RITCHIE HWY, PASADENA, MD 21122

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 6710 Ritchie Hwy Suite E
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) 08/94

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

SUMTER BEDROOM OAK { KING TWIST POST BED
NIGHT TABLE
EXCEPTIONALE P/F KING-SIZE BEDDING

RECORD FEE 12.00
POSTAGE .50
SEARCH COST FOR TOP 10000 10.00
SEARCH COST FOR 10000-20000 10.00
SEARCH COST FOR 20000-30000 10.00
SEARCH COST FOR 30000-40000 10.00
SEARCH COST FOR 40000-50000 10.00
SEARCH COST FOR 50000-60000 10.00
SEARCH COST FOR 60000-70000 10.00
SEARCH COST FOR 70000-80000 10.00
SEARCH COST FOR 80000-90000 10.00
SEARCH COST FOR 90000-100000 10.00

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)

12-50

X Eppie Ludlum
(Signature of Debtor)

EPPIE L. LUDLUM
Type or Print Above Name on Above Line

X LELIA P. HOKE
(Signature of Debtor)

LELIA P. HOKE
Type or Print Above Signature on Above Line

Don DiMatteo
(Signature of Secured Party)

Don DiMatteo
Type or Print Above Signature on Above Line



285863

FINANCING STATEMENT (FORM UCC-1)

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract Lessor is Seller and Lessee Purchaser of Equipment)

BOOK 578 PAGE 265

LESSEE: Complete Landscaping Services, Inc.
1641 Maryland Route # 3 North
Crofton, MD 21114

LESSOR: BUTLER LEASING COMPANY
P.O. Box 677
Hunt Valley, Maryland 21030-0677

ASSIGNEE OF LESSOR:

MARYLAND NATIONAL BANK
100 South Charles Street
Baltimore, MD 21201



THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY

- () If checked, see Equipment Schedule attached hereto and made a part hereof.
- Mobile Radios As Per Following
 - 1 Spectra Control Station w/ 1 Control Option and 50 Ft Transmission Line
 - 1 Omni Antenna w/ 100 Ft Transmission Line
 - 14 Spectra Mobile Radios
 - 1 MTX-900 Portable Radio w/ Charger

RECORD FEE 12.00
 POSTAGE .50
 #323529 0263 #01 109:17
 03/10/92
 MARY N. ROSE
 AN OR. CIRCUIT COURT

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

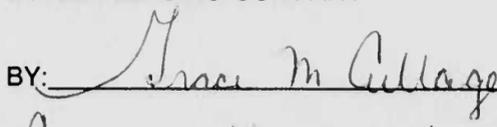
EQUIPMENT LOCATION: same as above

LESSEE
Complete Landscaping Services, Inc.

BY: 

STEVEN C. WTULICH, CFO
PRINT NAME & TITLE:

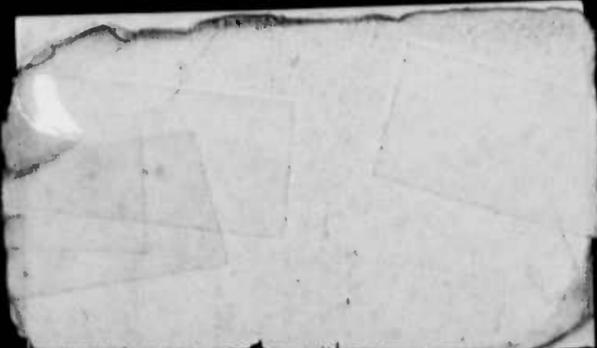
LESSOR
BUTLER LEASING COMPANY

BY: 

Grace M. Cullage, Vendor Services Manager

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 677
Hunt Valley, Maryland 21030-0677
(410) 771-9600

11-52



Armed
Armed
Co.
11.50

285864

BOOK 578 PAGE 266

MARYLAND FINANCING STATEMENT

(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: Eagle Development Corporation
 (Name or Names)
215 Thelma Avenue, Glen Burnie, Maryland 21061
 (Address) HSA 5122
- LESSEE: _____
 (Name or Names)

 (Address)
- 2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
- 3. ASSIGNEE (if any) Heritage Savings Associates
 Of LESSOR: 1505 York Road (Name or Names)
 Lutherville, Maryland 21093
 (Address)

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

- 1-Northwestern Bell Key Service Unit 616
- 1-Executive Station 75005
- 6-Standard Telephones 75000

11.00
 .50
 10/10/92
 MARY H. ROSE
 CLERK OF CIRCUIT COURT

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

<p>LESSEE</p> <p><u>Eagle Development Corporation</u></p> <p>By: <u>W. J. Wroten</u> Pres. (Title) (Type or print name of signer)</p> <p>By: _____ (Title) (Type or print name of signer)</p>	<p>LESSOR</p> <p><u>Chesapeake Industrial Leasing Co., Inc.</u></p> <p>By: <u>Donald A. Lounsbury</u> Credit Manager (Title) (Type or print name of signer)</p> <p>Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u> 9506 Harford Road Baltimore, MD 21234</p>
---	---

11/2



Armed
Assault
11.50.

MARYLAND FINANCING STATEMENT

(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: Northward Corporation
 (Name or Names)
3400 Mountain Road, Pasadena, Maryland 21122
 (Address)
 LESSEE: _____ CFSL 5109
 (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: 11.00
 1-One 24" Tall Double Faced Internally Illuminated Freestanding Pylon Sign; 1-6'x10'x $\frac{1}{2}$ " MDO Sign Panel; 1-5'x18'x2'2" Internally Awning Canopy 1.50

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

<p>LESSEE</p> <p><u>Northward Corporation</u></p> <p>By: <u>Reese Diggs</u> (Title) (Type or print name of signer)</p> <p>By: _____ (Title) (Type or print name of signer)</p>	<p>LESSOR</p> <p><u>Chesapeake Industrial Leasing Co., Inc.</u></p> <p>By: <u>Donald A. Lounsbury</u> Credit Manager (Title) (Type or print name of signer)</p> <p>Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u> 9506 Harford Road Baltimore, MD 21234</p>
--	---

113



Anne
Arundel Co.
11.50

285866

BOOK 578 PAGE 268

MARYLAND FINANCING STATEMENT

(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: Proximity Software, Inc.
(Name or Names)
408 Headquarters Drive, Suite 3C, Millersville, Maryland 21108
(Address) CFSL 5120

LESSEE: _____
(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:

See Attached Schedule A.

RECORD FEE 11.00
MORTGAGE .50
RECORD COST \$109.21
03/10/92
JURY F. FUDGE
34 CO. CIRCUIT COURT

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

LESSEE	LESSOR
<u>Proximity Software, Inc.</u>	<u>Chesapeake Industrial Leasing Co., Inc.</u>
By: <u>Glenn K. Dent</u> President (Type or print name of signer) (Title)	By: <u>Donald A. Lounsbury</u> Credit Manager (Type or print name of signer) (Title)
By: _____ (Type or print name of signer) (Title)	Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u> <u>9506 Harford Road</u> <u>Baltimore, MD 21234</u>

112



SCHEDULE A

Attached to and made a part hereof Equipment Lease No. CFSL 5120
 dated February 28, 1992.

<u>Quantity</u>	<u>Description</u>
1	KXP 1124i Printer 24 Pin Dot Matrix
1	Colorado Jumbo 120 Meg Tape Backup
1	486/33 w/256 Cache - Full Tower
	12 Meg RAM - 213 Meg Hard Drive
	3½ High Density Floppy - 2Ser/2Par/ 101 Keyboard
2	Standard VGA Color Monitor & Card
	486/33 w/256 Cache - Full Tower
	12 Meg RAM - 213 Meg Hard Drive
	101 Keyboard - 3½ High Density Floppy
	1024X768 .28 Non Interlaced
	1 Meg VGA Card
2	386/SX - Mini Tower
	1 Meg RAM - 40 Meg Hard Drive
	Standard VGA Color
	101 Keyboard - 3½" Floppy
5	16 Bit Ethernet w/BNC Copy

Approved and agreed to this 28th day of February, 1992.

LESSEE: Proximity Software, Inc.

By: [Signature]

Title: President





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

1. LESSEE (LAST NAME FIRST - IF AN INDIVIDUAL) BBQ of Annapolis Limited Partnership		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 200 Old Mill Bottom Road		1C. CITY, STATE Annapolis, MD	1D. ZIP CODE 21401
2. ADDITIONAL LESSEE (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. LESSEE'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	

4. LESSOR NAME Dallas Leasing Group LTD MAILING ADDRESS 2001 Butterfield Road CITY Downers Grove STATE IL ZIP CODE 60515		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
5. ASSIGNEE OF LESSOR (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).

Lease # 84582 SEE ATTACHED FOR STATEMENT OF COLLATERAL.

NOT SUBJECT TO A RECORDATION TAX

To perfect a security interest taken or retained by a seller of collateral to secure all or part of its price

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

8. CHECK IF APPLICABLE LESSEE IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (n)

9. <input checked="" type="checkbox"/> SIGNATURE (S) OF LESSEE (S) <i>James Oberman</i> BBQ of Annapolis Limited Partnership	DATE	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
TYPE OR PRINT NAME (S) OF LESSEE (S)		
SIGNATURE (S) OF LESSOR (S) <i>James Oberman</i> Dallas Leasing Group LTD		C O D E 1 2 3 4 5 6 7 8 9 0
TYPE OR PRINT NAME (S) OF LESSOR (S)		
11. RETURN COPY TO: NAME ADDRESS CITY STATE ZIP CODE		
DATA-FILE SERVICES, INC. 1728 OLYMPIC BLVD. SANTA MONICA, CA 90404 (213) 396-3282		



STATE OF MARYLAND

BOOK 578 PAGE 271

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 281559

RECORDED IN LIBER 558 FOLIO 426 ON 7-23-90 (DATE)

1. DEBTOR

Name Anne Arundel County
Address P.O. Box 1831 Annapolis, Maryland 21401

2. SECURED PARTY

Name Citicorp North America, Inc.
Address 601 Midland Ave. Rye, New York 10580
DFS, Inc., 1728 Olympic Blvd., Santa Monica, CA 90404
Person And Address To Whom Statement Is To Be Returned If Different from Above:

3. Maturity date of obligation (if any)

CHECK <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 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:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	ASSIGNED TO: GE Capital Public Finance, INC. 3 Capital Drive Eden Prairie, MN 55344	
	Filed with: Anne Arundel Co. Circuit Court Date Filed: 7/23/90 Filing No.: #379640 All Equipment now and hereafter acquired under the Equipment Lease/Purchase Agreement between Anne Arundel County, Maryland and Citicorp North America, Inc. dated December 4, 1989. Not subject to recordation tax	

4036473-001
768460-1 Co.

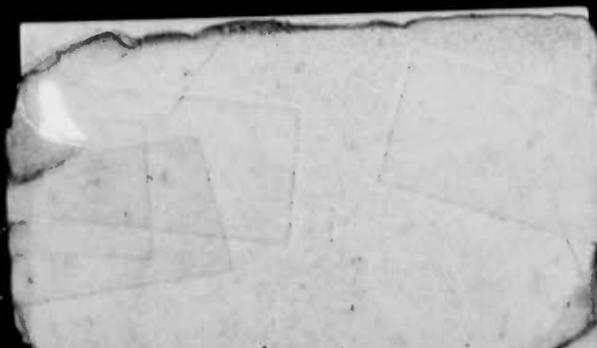
Dated Sept 27, 1991

(Signature of Secured Party)

CITICORP NORTH AMERICA, INC.

Type or Print Above Name on Above Line

558/426



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 CONTRACT #29820 - 736397

Name MCDONOGH FARM, INC.
Address 956 INDIAN LANDING ROAD MILLERSVILLE, MD 21108

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772

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

3. Maturity date of obligation (if any) _____

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

- 1 NEW KUBOTA L2650DT7 TRACTOR, SER.#50215.
1 NEW KUBOTA LA450 LOADER, SER.#11214.

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK [X] THE LINES WHICH APPLY

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

McDonogh Farms Inc.
(Signature of Debtor)

MCDONOGH FARM, INC.
Type or Print Above Name on Above Line

Michael Landley
(Signature of Debtor)

Type or Print Above Signature on Above Line

Chris Hanburger
(Signature of Secured Party)

CHRIS HANBURGER, GENERAL MGR.
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1 285869

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 Home Entertainment, Inc. dba Audio Associates
Address 150-N Jennifer Road Annapolis, MD 21401

2. SECURED PARTY

Name Onkyo U.S.A. Corporation
Address 200 Williams Drive Ramsey, NJ 07446
Document Filing Services, Inc. 2500 W. Higgins Rd. Ste. 1110, Hoffman Estates, IL 60195
Person And Address To Whom Statement Is To Be Returned 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 inventory or audio electronic equipment and goods and related accessory products, including, but not limited to, receivers, amplifiers, tuners, cassette decks, turntables, speakers, CD players and rack systems bearing the trademark ONKYO or the trademark of any subsidiary or division of SECURED PARTY and offered for sale or sold by SECURED PARTY to DEBTOR; all additions and accessions to the foregoing; all proceeds thereof, including without limitation all accounts arising from the sale or other disposition thereof and all such equipment, goods and products returned or repossessed after such sale or disposition; and all documents of title evidencing or representing any part thereof.

Name and address of Assignee _____

CHECK THE LINES WHICH APPLY

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

[Signature]
(Signature of Debtor)

Home Entertainment, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] NRE CR MGR
(Signature of Secured Party)

N REINSTEIN
Type or Print Above Signature on Above Line



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

285870

If transaction or transactions wholly 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 Roy AND Barbara Dove
Address 1704 MILLSTONE BR. EDGEWATER MD. 21037

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 24B DEFENSE ST
ANNAPOLIS MD 21401

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

3. Maturity date of obligation (if any) 2/24/95

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

1 Byrne Equilizer water conditioner

RECORDING FEE 12.00

POSTAGE .50

REGISTERED COPY FEE 10.45

03/10/92

CHECK THE LINES WHICH APPLY

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

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

SAME AS ABOVE

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

12
50

Roy Dove 2/28-92
(Signature of Debtor)

Roy S. Dove
Type or Print Above Name on Above Line

Barbara A. Dove 2/28/92
(Signature of Debtor)

Barbara A. Dove
Type or Print Above Signature on Above Line

Ernest W. Spriggs
(Signature of Secured Party)

ERNEST W. SPRIGGS
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) Rhode River Boat Sales, Inc. 3932 Germantown Road Edgewater, MD 21037	2. Secured Party(ies) and address(es) Cruistar, Incorporated 804 Pecor Street Oconto, WI 54155	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) SECURED FEE 10.00 POSTAGE 1.00
4. This statement refers to original Financing Statement bearing File No. <u>567/54</u> Filed with <u>Anne Arundel Ct., Md.</u> Date Filed <u>April 17</u> 19 <u>91</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.		

102

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical

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

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) Rhode River Boat Sales, Inc. 3932 Germantown Road Edgewater, MD 21037	2. Secured Party(ies) and address(es) Cruistar, Incorporated 804 Pecor Street Oconto, WI 54155	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 NOV 10 1991 10th CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>574/104</u> Filed with <u>Anne Arundel Co., Md.</u> Date Filed <u>November 6</u> 19 <u>91</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: _____

By: _____ CRUISTAR, INCORPORATED _____ 107
 Signature(s) of Secured Party(ies) 151

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



285872

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

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

1. NAME AND ADDRESS OF DEBTOR:

Anchor Yacht Basin, Incorporated
1048 Turkey Point Road
Edgewater, Maryland 21037

RECORD FEE 11.00
POSTAGE .50
H377730 C489 R02 T10:26
03/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
-

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

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ 543,362.92

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: John Paul Koehler, Vice Pres

John Paul Koehler, Vice President
(Type Name and Title)

DEBTOR: Anchor Yacht Basin, Incorporated:

Helm B. Mueller

Helm Mueller, President

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

1100
53

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 285874 Identifying File No. BOOK 578 PAGE 278

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

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

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

This financing statement Dated March 6, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C R L of Maryland, Inc.
Address 152 f Blades Lane Glen Burnie, MD 21061

2. SECURED PARTY

Name Atlantic Industrial Credit Corporation
Address 8019 Belair Rd., Suite 2
Baltimore, MD 21236

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

3. Maturity date of obligation (if any)

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

- 10 - Skyclimber Model 750 Motors, S/N 684447, 684342, 683303, 680854, 684012, 684017, 684252, 680858, 684018, 683275
15 - Floor Sections
30 - 10' Side Panels
15 - Connecting Frames
5 - 5' Floor Panels
10 - 5' Side Panels
with accessories

Name and address of Assignee
The Bank of Glen Burnie
101 Crain Highway, S.E.
Glen Burnie, MD 21061

"Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments".

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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 initials and scribbles

Signature of Debtor: Stephen A. Johanson

Type or Print Above Name on Above Line: Stephen A. Johanson, President

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: John O. Barcase

Type or Print Above Signature on Above Line: John O. Barcase, President

RECORD FEE 11.00
RECORDED 03/10/92
MAY 11 1992
COURT



STATE OF MARYLAND
FILED WITH ANNE ARUNDEL COUNTY CLERK OF THE CIRCUIT COURT
FINANCING STATEMENT FORM UCC-1

Identify Book 578 Page 279

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

285875

If transaction or transactions wholly 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 Kop-Flex, Inc.
Address P.O. Box 1696
Harmans, MD 21077

2. SECURED PARTY

Name Caterpillar Financial Services Corporation
Address 10630 Little Patuxent Pkwy, Suite 304
Columbia, MD 21044

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

3. Maturity date of obligation (if any) _____

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

Two New Caterpillar V50D Lift Trucks, S/N 3EC07444
and S/N 3EC07853

Name and address of Assignee

And, substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof.

Secured Party is seller of equipment. Not subject to recordation tax.

60610

CHECK THE LINES WHICH APPLY

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

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

Title: Ex V.P. & CFO

Type or Print Above Name on Above Line

J. 2/24
(Signature of Debtor)

J. E. STEVAMON JR

Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation
(Signature of Secured Party)

Pat Smith Title: Doc Analyst

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

285876

Identifying File No.

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

BOOK 578 PAGE 280

If transaction or transactions wholly 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 NASIATKA INC dba Three Nines Tavern 66004
Address 7705 Washington Blvd Jessup MD 20794

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)

security system as per attached equipment lease

EQUIPMENT LEASE DOES NOT CREATE A SECURITY INTEREST

Name and address of Assignee
RECORD FEE 14.00
POSTAGE .50

THIS FINANCING STATEMENT IS BEING FILED FOR INFORMATIONAL PURPOSES ONLY TO GIVE NOTICE OF THE SECURED PARTY'S OWNERSHIP OF THE EQUIPMENT.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Nasiatka Inc dba Three Nines Tavern

Lizbeth Leinmiller attorney in fact

14 5 [Signature] Type or Print Above Name on Above Line

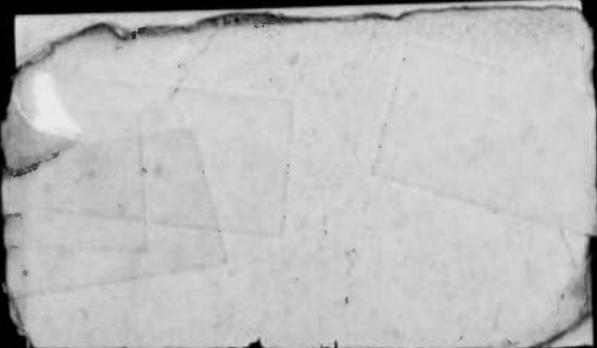
(Signature of Debtor)

Type or Print Above Signature on Above Line

ADVANTA LEasingCorp/Lizbeth Leinmiller, Clerk

[Signature] (Signature of Secured Party)

Type or Print Above Signature on Above Line



ADVANTA[®]
Leasing Corp.

Equipment Lease Agreement

66004
BOOK 578 PAGE 281

THIS LEASE IS NON-CANCELABLE. THIS LEASE IS A BINDING CONTRACT CONSISTING OF ALL TERMS ON THE FRONT AND REVERSE HEREOF.

CORPORATE HEADQUARTERS
Two Echelon Plaza
Voorhees, New Jersey 08043-1228

APPLICATION HOT LINE (800) 332-8331
FAX (609) 770-1414

DESCRIPTION OF EQUIPMENT (Include make, model, serial no. and all attachments)								
2-VIDEO CAMERAS, 3-12" B/W VIDEO MONITORS, 2- SIMULATED CAMERAS,								
1- LOUROE AUDIO SYSTEM, 1- SPLIT SCREEN/SWITCHER, 1- STANDARD VHS								
8 HOUR RECORDER								
EQUIPMENT LOCATION (if other than Billing Address of Lessee)				CITY	COUNTY	STATE	ZIP	VENDOR'S NAME:
								CONTROL MNGMT SRVCS.

SCHEDULE OF RENTAL PAYMENTS			
TERM OF LEASE (IN MONTHS)	TOTAL NUMBER OF RENTAL PAYMENTS	AMOUNT OF EACH PAYMENT	SECURITY DEPOSIT*
36	36	\$ 169.00 (Plus Applicable Taxes)	\$ 557.00
PAYMENT FREQ. <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		*Make check payable to ADVANTA Leasing Corp.	

LESSEE (COMPLETE LEGAL NAME. If a corporation, use EXACT registered corporate name.)

Company Name: NASIATKA INC. DBA THREE NINES TAVERN

Billing Address: 7705 WASHINGTON BLVD. 16.50

City: JESSUP County: A.A. State: MARYLAND Zip: 20794

By signing, Lessee certifies that he/she has read and agrees to all terms on the front AND REVERSE SIDES hereof. This Lease constitutes the entire agreement between Lessor and Lessee and supersedes any prior oral or written agreements. This Lease may not be amended or terminated except by a writing signed by an executive officer of Lessor and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

Signature <input checked="" type="checkbox"/> Stanley A. Nasiatka	Date 3/2/92	Telephone No. (410) 799-7851
Print Name STANLEY A. NASIATKA	Title PRESIDENT	
Witness: <i>[Signature]</i>	Date 3-3-92	

PERSONAL GUARANTY

In consideration of the making of the above Equipment Lease by Lessor with Lessee, and at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTEES to Lessor and any assignee of Lessor (hereinafter "Holder") the prompt payment of all payments to be made by Lessee under the Lease and further guarantees the performance by Lessee of all the terms and conditions thereunder, regardless of any invalidity or unenforceability thereof. The undersigned promises to pay all of Holders' expenses incurred in enforcing this guaranty. The undersigned waives notice of acceptance, presentment, demand, protest, notice of protest or notice of default and consents that Holder may grant Lessee extensions of indulgency under the Lease, and may proceed directly against the undersigned without first proceeding against Lessee or disposing of any security under the Lease. Accounts settled between Holder and Lessee shall bind the undersigned. This guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The undersigned hereby waives rights of subrogation, indemnity, reimbursement and contribution from Lessee and shall not be deemed a creditor of Lessee in the event payments are made to Lessor pursuant to this guaranty. THE UNDERSIGNED WAIVES TRIAL BY JURY AND CONSENTS AND SUBMITS TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS OF PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE. This guaranty shall bind the heirs, representatives, successors and assigns of the undersigned.

SIGNATURE (INDIVIDUALLY; NO TITLES) <input checked="" type="checkbox"/> Stanley Nasiatka 3/3	SIGNATURE (INDIVIDUALLY; NO TITLES) <input checked="" type="checkbox"/>
PRINT Name: STANLEY A. NASIATKA	PRINT Name: _____
Home Address: 7705 WASHINGTON BLVD.	Home Address: _____
City: JESSUP State: MD. Zip: 20794	City: _____ State: _____ Zip: _____
WITNESS: <i>[Signature]</i>	WITNESS: _____

DELIVERY AND ACCEPTANCE RECEIPT

TO LESSOR: THE UNDERSIGNED LESSEE HEREBY CERTIFIES THAT ALL EQUIPMENT DESCRIBED ABOVE AND ON ANY ATTACHED SCHEDULES HAS BEEN DELIVERED TO LESSEE AND INSTALLED; THAT THE EQUIPMENT HAS BEEN INSPECTED BY LESSEE AND IS IN GOOD OPERATING ORDER; AND THAT THE EQUIPMENT IS ACCEPTED BY LESSEE FOR ALL PURPOSES UNDER THE LEASE. LESSEE HEREBY DIRECTS LESSOR TO PAY THE VENDOR FOR THE EQUIPMENT.

Signature <input checked="" type="checkbox"/> Stanley: Nasiatka	Date 3/2/92
Name STANLEY A. NASIATKA	Title PRESIDENT

ACCEPTED BY ADVANTA LEASING CORP. (Lessor)

By: *[Signature]* Date: 3-5-92 Lease #:

LEASE AGREEMENT CONTINUES ON REVERSE SIDE ➔



1 LEASE. Lessee hereby leases from Lessor the equipment identified above and on any attached schedule ("Equipment") under the terms and conditions stated on the face hereof and ON THE REVERSE SIDE HEREOF ("Lease"). THIS IS AN IRREVOCABLE LEASE FOR THE FULL TERM AND CANNOT BE CANCELLED. Lessor is hereby authorized to insert any missing, incomplete or incorrect terms on the reverse side hereof.

2 TERM. This Lease shall not commence until the LESSOR accepts and signs the Lease. Thereafter, the Lease shall continue for the full term shown above and any extension periods ("term"). Unless LESSEE notifies LESSOR in writing at least 60 days prior to the expiration of the initial lease term of its intention to terminate the Lease, the Lease shall automatically be extended for a period of one year and shall continue from year to year thereafter until terminated.

3 RENT. The due date of the first lease payment is the date upon which the Equipment is delivered to LESSEE, or any later date designated by LESSOR. Such payment amount is based upon the estimated cost of all Equipment and shall be adjusted upward or downward if the actual cost of the Equipment exceeds or is less than this estimate. LESSEE'S OBLIGATION TO MAKE THE LEASE PAYMENTS IS ABSOLUTE, UNCONDITIONAL AND INDEPENDENT AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER CAUSE OR PROBLEM. LESSEE agrees that if any lease payment is not received within 3 days of its due date, LESSEE shall pay a late charge equal to 10% of the amount due or \$500, whichever is greater, in liquidation of collection expenses and not as an interest payment or penalty. Any payment of a greater sum than due at any time shall not constitute a release or an accord or satisfaction for any smaller sum due, regardless of any endorsement restriction.

4 SECURITY DEPOSIT. The security deposit is due and payable at the time LESSEE signs this Lease. In case the Lease is never finalized for any reason, such deposit may be retained by LESSOR in liquidation of processing expenses. The Security Deposit shall secure all obligations of LESSEE hereunder and may be applied in LESSOR'S discretion to any past due obligation of LESSEE, and to the extent not applied shall be returned to LESSEE without interest at the satisfactory expiration of the Lease.

5 DELIVERY AND INSTALLATION. LESSEE understands that LESSOR is not responsible for delivery or installation. LESSEE holds LESSOR harmless from specific performance of this Lease and from any damages it or any reason the manufacturer, supplier, vendor or distributor (collectively referred to in this Lease as "Vendor") delays in delivery, or if the Equipment is unsatisfactory.

6 SELECTION AND ACQUISITION OF EQUIPMENT. LESSEE acknowledges that (1) LESSOR has not selected the Vendor and has not selected, manufactured or supplied the Equipment, (2) LESSEE alone has selected the Vendor and the Equipment, (3) LESSOR has acquired the Equipment solely in connection with the Lease at LESSEE'S request, (4) Prior to entering into the Lease, LESSEE received or approved the supply contract covering the Equipment purchased from the Vendor, and (5) LESSOR has advised LESSEE in writing, either previously or by this Lease, of the following: (a) the identity of the Vendor, (b) that LESSEE may have rights against the Vendor under said supply contract, and (c) that LESSEE may contact the Vendor for a description of any such rights.

7 DISCLAIMER OF WARRANTY AND WAIVER OF LIABILITY. LESSEE acknowledges that (1) THE EQUIPMENT IS LEASED "AS IS"; (2) LESSOR MAKES NO REPRESENTATION, GUARANTEE, EXPRESS WARRANTY OR IMPLIED WARRANTY (INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE EQUIPMENT, AND LESSOR HEREBY EXPRESSLY DISCLAIMS THE SAME; (3) LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO LESSEE OR TO ANY THIRD PERSON OR PROPERTY (including direct, indirect, consequential, incidental and special damages) CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE EQUIPMENT (including any damages for infringement of any trademark, copyright or patent); (4) IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE VENDOR OR IS UNSATISFACTORY FOR ANY OTHER REASON, LESSEE SHALL MAKE ANY SUCH CLAIM SOLELY AGAINST THE VENDOR, AND LESSEE HEREBY WAIVES ANY SUCH CLAIM AGAINST LESSOR; AND (5) NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE VENDOR IS BINDING ON LESSOR NOR SHALL ANY BREACH THEREOF RELIEVE LESSEE OF ITS OBLIGATIONS TO LESSOR. So long as LESSEE is not in breach under this Lease, LESSOR shall assign without recourse to LESSEE during the term of this Lease any warranty from the Vendor to LESSOR.

8 NO AGENCY. LESSEE acknowledges that (1) there is no agency or joint venture between LESSOR and the Vendor, (2) neither the Vendor nor any other person is authorized to act on LESSOR'S behalf, and (3) NO PERSON OTHER THAN AN EXECUTIVE OFFICER OF LESSOR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE.

9 REPAIRS; SERVICE; ADDITIONS. LESSOR is not responsible for any repairs or service to the equipment, and all repairs and service shall be the sole responsibility of LESSEE. LESSEE agrees to maintain the Equipment in good condition and to service the Equipment during the term of this Lease as and when needed. All replacement parts, repairs, additions and accessories shall automatically become the property of LESSOR.

10 USE. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED SOLELY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR RESIDENTIAL PURPOSES. LESSEE shall use the equipment in a lawful and prudent manner and shall not make any alterations to the Equipment without LESSOR'S written consent. LESSEE shall not permit the Equipment to be used by anyone other than LESSEE or its employees. LESSEE shall keep the Equipment at the LESSEE'S address shown above and shall not remove the Equipment to any other location without LESSOR'S written consent.

11 LOSS; DAMAGE; INSURANCE. Until the Equipment is returned to LESSOR, LESSEE shall assume the entire risk of loss from any cause. In the event of any loss, LESSEE shall promptly notify LESSOR in writing. LESSEE shall keep the Equipment insured against theft and all risks of loss and shall carry public liability insurance covering both personal injury and property damage. All such insurance shall be in a form and an amount satisfactory to LESSOR. Such insurance for theft, loss and damage shall name LESSOR as the sole Loss Payee, and such public liability insurance shall name LESSEE as Named Insured and LESSOR as Additional Insured. LESSEE shall pay all premiums, be responsible for all deductible portions, and shall deliver to LESSOR evidence of such insurance coverage satisfactory to LESSOR. Each insurer shall agree by endorsement upon all policies that it will give LESSOR 30 days written notice prior to the effective date on which the policy is altered, expired or cancelled. IN THE EVENT LESSEE FAILS TO SECURE OR MAINTAIN SUCH INSURANCE, LESSOR MAY, AT ITS OPTION, OBTAIN SUCH INSURANCE AND CHARGE THE COST THEREOF TO THE LESSEE AS ADDITIONAL RENT. LESSEE HEREBY IRREVOCABLY EMPWERS AND APPOINTS LESSOR AS LESSEE'S TRUE AND LAWFUL ATTORNEY-IN-FACT TO MAKE CLAIM FOR AND RECEIVE INSURANCE PROCEEDS, AND TO EXECUTE AND ENDORSE ALL DOCUMENTS, CHECKS OR DRAFTS RECEIVED IN PAYMENT UNDER ANY SAID INSURANCE POLICIES. Any proceeds of insurance payable to LESSOR may be used or applied as LESSOR, in its sole discretion, shall determine.

12 TAXES AND OTHER FEES. LESSEE shall pay when due all federal, state and local license fees, registration fees, filing fees, assessments, taxes (including without limitation, sales, lease, use, excise and personal property taxes, EXCLUDING ONLY TAXES PAYABLE IN RESPECT TO LESSOR'S INCOME) and all other charges of any kind which may now or hereafter be imposed upon LESSOR or LESSEE arising in any way out of the ownership, use, possession or leasing of the Equipment. Such amounts shall be considered additional rent and shall be payable upon demand by LESSOR. In establishing the amount of the base lease payments and the other terms of this Lease, LESSOR and LESSEE have assumed that LESSOR will be entitled to all deductions, depreciation, credits and other tax benefits ("tax benefits") which are provided by the federal, state and local laws to an owner and lessor of personal property. LESSEE agrees that, should any such tax benefits be disallowed or recaptured, or should LESSOR lose the right to claim or receive such benefits for any reason, LESSEE shall indemnify LESSOR for such loss by paying LESSOR an amount equal to the value of such loss. LESSEE'S obligations under this Paragraph shall continue notwithstanding any future change in federal, state or local law during the term of the Lease. To liquidate any personal property tax expense incurred by LESSOR, LESSEE agrees to pay LESSOR either a net charge therefore as incurred by LESSOR or, at LESSOR'S election, a monthly personal property tax fee liquidated at any fee set by LESSOR up to three-hundred ninety-five thousandths of one percent (0.395%) of the original equipment cost.

13 COMPLIANCE WITH LAW. LESSEE shall promptly comply with all federal, state and local laws and regulations relating to the ownership, use, possession, leasing, delivery or return of the Equipment at LESSEE'S own expense.

14 INDEMNITY. Lessee shall indemnify and hold LESSOR harmless from and against all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorney's fees) arising out of or in any manner connected with the manufacture, purchase, financing, ownership, leasing, delivery, possession, use or operation of the Equipment, including without limitation claims for injury to or death of persons and for damage to property. This indemnity shall survive the termination of this Lease.

15 TITLE. LESSEE understands that the Equipment is the exclusive property of LESSOR, that title to the Equipment shall at all times during the term remain in LESSOR, and that LESSEE shall have no right, title or interest in the Equipment except as expressly provided in this Lease. LESSEE HEREBY IRREVOCABLY EMPWERS AND APPOINTS LESSOR AS ITS TRUE AND LAWFUL ATTORNEY-IN-FACT TO PREPARE, EXECUTE AND FILE ALL OWNERSHIP AND FINANCING STATEMENTS, and all costs for such filing and termination shall be paid by LESSEE. IT IS THE INTENT OF THE PARTIES THAT THIS IS A TRUE LEASE. THE FILING OF ANY SUCH STATEMENT SHALL NOT BE EVIDENCE THAT THIS IS OTHER THAN A TRUE LEASE, AND SUCH FILING IS ONLY INTENDED TO GIVE PUBLIC NOTICE OF LESSOR'S OWNERSHIP OF THE EQUIPMENT. If this Lease shall be deemed at any time to be a lease intended as security, LESSEE hereby grants LESSOR a security interest in the Equipment and such financing statements shall be intended to create a perfected security interest in favor of LESSOR. The Equipment shall at all times be considered and shall remain personal property, and LESSEE shall not permit the same to become a fixture to realty.

16 EVENTS OF DEFAULT. The following events shall automatically and without notice to LESSEE be events of default under this Lease: (1) LESSEE fails to pay any lease payment or other charge for a period of 10 consecutive days from the due date, (2) LESSEE fails to perform or observe any other term or condition or breaches any representation contained herein or in any other agreement with LESSOR, (3) any action or proceeding is brought against LESSEE whereby the Equipment may be taken or distrained, (4) LESSEE dies, becomes insolvent, makes or consents to an assignment for the benefit of creditors, stops doing business as a going concern, sells all or substantially all its assets, merges, consolidates, or appoints or consents to the appointment of a receiver or trustee, (5) a petition is filed by or against LESSEE under bankruptcy laws or other laws providing for the relief of debtors or (6) LESSEE shall cause, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance, attachment or involuntary transfer of any kind upon or affecting the Equipment or this Lease or any of Lessor's interest hereunder.

17 REMEDIES UPON DEFAULT. In the event LESSEE defaults hereunder, LESSOR may exercise any one or more of the following remedies in addition to any other remedies available under law: (A) With or without notice, cancel this Lease and/or sue for (1) past due rent, (2) the accelerated balance of future rent to become due during the unexpired term of the Lease, not as a penalty but herein liquidated for all purposes, (3) the estimated residual value placed on the Equipment by LESSOR, (4) all late charges and other charges due and to become due under the Lease, (5) the costs specified in Section 19 below, and (6) any other damages and indemnities, if then determinable, arising out of the Lease or LESSEE'S breach of the Lease; and

(B) Enter upon LESSEE'S premises and repossess the Equipment without liability for trespass or damages. In the event LESSEE fails to consent to repossession, LESSOR may institute legal proceedings for an order of repossession. Any repossession shall be without right of redemption. Following repossession (1) all rights of LESSEE in the equipment shall terminate, (2) LESSOR may at its option, sell or re-lease ("re-market") the Equipment without advance notice to LESSEE and (3) LESSOR may nevertheless immediately sue for the full amounts specified in subparagraph "A" above without first remarketing the Equipment, in which event any monies later recovered by LESSOR through remarketing, if any, minus LESSOR'S costs of repossession and remarketing (including any commissions), shall operate in reduction of the amount of LESSOR'S claim. Nothing stated herein shall require LESSOR to repossess the Equipment, and LESSEE hereby waives any rights which may require LESSOR to repossess and/or remarket the Equipment in mitigation of damages.

18 CUMULATIVE REMEDIES. All remedies of LESSOR hereunder are, to the extent permitted by law, cumulative and may be exercised concurrently or separately at different times, and the exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof or be deemed a modification of this Lease. A waiver of any default shall not be a waiver of any subsequent default.

19 LESSOR'S COSTS. LESSEE shall be liable for all costs and overhead incurred by LESSOR in enforcing the Lease, including without limitation (1) attorney's fees liquidated at 20% of any claim for money damages, which LESSEE hereby stipulates is a reasonable prediction of actual fees, (2) reasonable attorney's fees incurred in pursuing any equitable remedy, (3) costs of suit, (4) Lessor's internal recovery overhead liquidated at the lesser of \$250.00 or 5% of the lease balance, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty, and (5) Lessor's internal repossession/remarketing overhead liquidated at the lesser of \$225.00 or 4% of the original equipment cost, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty, plus all costs incurred in the repossession, storage, shipment, repair and remarketing of the Equipment.

20 RETURN OF EQUIPMENT. Upon the expiration of the Lease term, or upon request of LESSOR following any default, LESSEE shall, at its own expense, return the Equipment to LESSOR at an address specified by LESSOR. The Equipment shall be returned in the same condition as received, ordinary wear and tear excepted.

21 ASSIGNMENT; SUBLEASE. All or any part of LESSOR'S interest in this Lease or in the Equipment may be assigned by LESSOR at any time without prior notice to LESSEE. In that event, LESSOR'S assignee shall succeed to all of LESSOR'S rights and interests under the Lease, and LESSEE'S obligations to the assignee shall be as provided in the Lease, but the assignee shall not be liable to perform any of LESSOR'S obligations to LESSEE. The right of the assignee to the payment of assigned lease payments and to performance of LESSEE'S obligations and to exercise any other of LESSOR'S right hereunder, shall not be subject to any defense, counterclaim or setoff. LESSEE acknowledges that any assignment by LESSOR shall not materially change LESSEE'S duties or obligations under the Lease or materially increase the risks imposed on LESSEE.

BECAUSE THE LESSEE'S OBLIGATIONS UNDER THIS LEASE ARE PERSONAL IN NATURE, LESSEE MAY NOT ASSIGN ANY OF ITS INTERESTS UNDER THE LEASE TO ANY OTHER PERSON, NOR MAY LESSEE SUBLEASE ANY OF THE EQUIPMENT TO ANY OTHER PERSON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH MAY BE DECLINED BY LESSOR FOR ANY REASON.

22 SEVERABILITY. If any provision of this Lease is in conflict with any law of any state or place where it is sought to be enforced, such provision shall be deleted to the extent of such conflict, but without invalidating the remaining provisions.

23 CHOICE OF LAW; JURISDICTION; FORUM; VENUE. Lessee agrees and stipulates that: (1) THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA; (2) LESSEE KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY AND CONSENTS TO BE SUBJECT TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS IN PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE; and (3) ANY LEGAL PROCEEDING ARISING OUT OF THIS LEASE, REGARDLESS OF WHETHER LESSOR OR LESSEE BRINGS SUCH PROCEEDING, SHALL BE INSTITUTED ONLY IN THE AFORESAID VENUE IN PENNSYLVANIA, AND NOT ELSEWHERE, UNLESS LESSOR EXPRESSLY CONSENTS IN WRITING OR ELECTS OTHERWISE.

24 LESSEE'S REPRESENTATIONS. LESSEE represents and warrants that (1) LESSEE has complete and unrestricted power to enter into this Lease, (2) the persons executing this Lease have been duly authorized (by corporate resolution if LESSEE is a corporation) to execute the Lease on LESSEE'S behalf, (3) that all information supplied to LESSOR is true and correct, including all credit and financial information submitted to LESSOR at any time, and (4) LESSEE is solvent and is able to meet all its financial obligations, including the Lease payments hereunder.

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INDEMNITY FINANCING STATEMENT

MARY M. ROSE
AA CO. CIRCUIT COURT

TO BE RECORDED AMONG
THE FIN RECORDS OF
ANNE ARUNDEL COUNTY

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

1. NAME AND ADDRESS OF INDEMNITOR: BTR BUSINESS CENTER, INC.
1302 Concourse Drive
Suite 202
Linthicum, Maryland 21090
Attn: F. Patrick Hughes
President
2. NAME AND ADDRESS SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
110 S. Paca Street
Baltimore, Maryland 21201
Attn: Commercial Real Estate
Division 109-900

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

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Indemnitor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action,

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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 Indemnity 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 Anna M. Marcellino and Louis P. Mathews, 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.

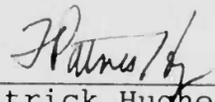
4. This Indemnity Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Indemnitor certifies that no recordation tax is payable in connection with the recording of this Indemnity Financing Statement.

6. The record owner of the Land is the Indemnitor.

INDEMNITOR:

BTR BUSINESS CENTER, INC.

By:  (SEAL)
F. Patrick Hughes
President

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

Donna L. Los
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot No. 13 as shown on the Plat entitled "Resubdivision of Lots 13 & 14, Section 2, Harford Mall Business Park" which Plat is recorded among the Plat Records of Harford County, Maryland in Liber C.G.H. No. 63, folio 7, containing 5.4196 acres, more or less.

Mail to Donna L. Gos



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SSA-CONST/PERM(4)

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<p>To be recorded</p> <p>(1) in the Land Records of <u>Anne Arundel County</u>;</p> <p>(2) in the Financing Statement Records of <u>Anne Arundel County</u>; and</p> <p>(3) with the Maryland State Department of Assessments and Taxation</p>	<p>Not subject to recordation tax</p> <p>Principal amount is \$ <u>160,000.00</u></p>
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The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

<p>1. Debtor:</p> <p><u>Richard J. Locke</u> <u>Christine D. Rounsavall</u></p>	<p>Mailing Address of Debtor:</p> <p><u>2641 Manor Ct.</u> <u>Owings, MD 20735</u></p>
---	--

<p>2. Secured Party:</p> <p>STERLING BANK & TRUST CO., a bank and trust company organized and existing under the law of Maryland,</p>	<p>Address of Secured Party:</p> <p>Suite 201 111 East Water Street Baltimore, Maryland 21202</p>
---	---

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building, materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows,

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stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

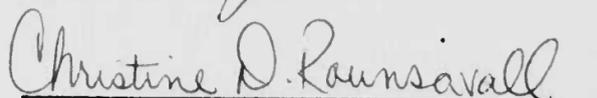
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$ 160,000.00. 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:


Richard J. Locke


Christine D. Rounsavall

Date: 2/26, 1990

To the Filing Officer: After this Statement has been recorded, please mail the same to:

FINANCING STATEMENT

by

Richard J. Locke, Debtor
Christine D. Rounsavall
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 30 as shown on Plat 4, "Fox
Chapel", which Plat is recorded among the Land Records of Anne
Arundel County in Plat Book 88, folio 21.

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)
DOMINO'S PIZZA, INC.
30 FRANK LLOYD WRIGHT DRIVE
ANN ARBOR, MI 48106
FEDERAL TAX ID #38-1741243

2. Secured Party(ies) and address(es)
O/E LEASING, INC.
3290 W. BIG BEAVER
SUITE 200
TROY, MI 48084

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

4. This statement refers to original Financing Statement bearing File No. 372750 558-98
Filed with COUNTY OF ANNE ARUND Date Filed JULY 9TH 1990

- 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.

REGARDING LEASE #50563-12

RECORD FEE 10.00
POSTAGE .50
#084400 C191 R03 T14:19
03/10/92

MARY H. ROSE
AA CO. CIRCUIT COURT

No. of additional Sheets presented: NONE

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

O/E LEASING, INC.
DALE A. RACZ, VP OF FINANCE
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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

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

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

This financing statement Dated March 5, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Control Resource Systems, Inc.
 Address 2600 Cabover Drive, Suite C, Hanover, MD 21076

2. SECURED PARTY

Name Lake Shore National Bank
 Address 605 North Michigan Avenue, Chicago, Illinois 60611
 Benjamin A. Johnston, Pedersen & Houpt, 180 N. LaSalle St., Suite 3400, Chicago,
 Person And Address To Whom Statement Is To Be Returned If Different From Above. IL 60601

3. Maturity date of obligation (if any) N/A

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

Radios, Televisions, Phonographs, Electronic Equipment, Refrigerators, Freezers and Household appliances, and all other inventory or stock in trade of every kind and character, including after-acquired property, and insurance proceeds from the loss of any of the above.

See Exhibit A attached hereto.

RECORD FEE 11.00
 POSTAGE .50
 #378830 0489 R02 T10:00
 03/11/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX, COLLATERAL IS GENERAL INTANGIBLES, ACCOUNTS AND 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)

F351739 670 MLM
 ANNE ARUNDEL-MD

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John M. Wojcik
 John M. Wojcik, (Signature of Debtor) PRESIDENT
 Control Resource Systems, Inc.
 Type or Print Above Name on Above Line

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Exhibit A
COLLATERAL

All of the following property, assets, rights and interests, whether now owned or existing or hereafter acquired or arising:

1. all accounts, including, without limitation, all accounts receivable arising out of the sale or lease of inventory or other goods or the rendering of services;
2. all inventory, including, without limitation, all goods held for sale or lease or being processed for sale or lease, including all materials, work-in-process, finished goods, supplies and other goods customarily classified as inventory;
3. all machinery and equipment;
4. all goods, vehicles, furnishings and fixtures;
5. all cash, negotiable instruments, documents of title, warehouse receipts, chattel paper, general intangibles, securities, leases, contract rights, certificates of deposit, deposit accounts, cash equivalents, interest or dividends on any of the foregoing, insurance claims, patents, trademarks, good will and other property of any kind or description, wherever now or hereafter located; and
6. without limitation of the foregoing, all substitutions, renewals, improvements and replacements of, and additions and accessions to, the foregoing, and all products and proceeds of the foregoing.

FINANCING STATEMENT

To be recorded among the Land Records of Anne Arundel County, Maryland.

To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.

To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.

Recordation Tax has been paid on the principal amount of \$131,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

Not subject to recordation tax.

RECORD FEE 21.00
POSTAGE .50
#378780 C489 R02 T09:47
03/11/92

DEBTOR:

HOPE PROPERTIES, a Maryland general partnership

ADDRESS: MARY M. ROSE
AA CO. CIRCUIT COURT
1270 Turkey Point Road
Edgewater, Maryland 21037

SECURED PARTY:

The Annapolis Banking and Trust Company

ADDRESS:
236 Main Street
Annapolis, Maryland 21401

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such 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

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MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

2100

1
1750



"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 Purchase Money Deed of Trust, Assignment and Security Agreement dated February 28th, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of William A. Busik and Randall M. Robey, II, 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.

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.

DEBTOR:

HOPE PROPERTIES, a Maryland
general partnership

BY: Thomas J. Riley (SEAL)
THOMAS J. RILEY, Partner

BY: Sondra J. Riley (SEAL)
SONDRA J. RILEY, Partner

BY: Shane E. Riley (SEAL)
SHANE E. RILEY, Partner

BY: Shannon H. Riley (SEAL)
SHANNON H. RILEY, Partner

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY
a Maryland banking corporation

By: William J. Bush (SEAL)
William J. Bush, Assistant
Vice President

Mr. Clerk Return to: Snider, Buck & Migdal
23 West Street
P.O. Box 2400
Annapolis, Maryland 21404-2400

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SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot Numbered 3 and the North 30 feet (for its full length) of Lot 4, Block 8, on a Plat entitled "TURKEY POINT", made by J. R. McCrone, Surveyor in April, 1941, which plat is recorded among the Plat Records of Anne Arundel County. The improvements thereon being known as 3721 Carroll Drive.

BEING all that property conveyed by deed of even date herewith from Robert E. Neu, sole owner, to Hope Properties, a Maryland general partner, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior

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MIGDAL
CHARTERED
P.O. BOX 240
ANNAPOLIS, MD 21404

(410) 263-8855

SFC:mlh 03/09/92 10:16am
To be used for loans secured by real property

A:SFC207.29

FINANCING STATEMENT

- To be recorded among the Land Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- Recordation Tax has been paid on the principal amount of \$150,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

Not subject to recordation tax.

DEBTOR:

ADDRESS:

CARROLL H. HYNSON, SR. 95 West Street
and Annapolis, Md. 21401
CARROLL H. HYNSON, JR.

RECORD FEE 19.00
POSTAGE .50
#379080 0489 R02 T11:55
03/11/92

MARY M. ROSE
AA CO. CIRCUIT COURT

SECURED PARTY:

ADDRESS:

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

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such 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

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1900

FN001-855



business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated March 9th, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Ross J. Selby and William A. Walker, II, 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

CH Borrower's Initials

EXHIBIT 'A'

PARCEL #1: ALL THAT LOT OF GROUND situate in Anne Arundel County, described as follows: Beginning at a stake on the south side of Spa Road north 45-1/2 degrees East 60 feet from Lee's Corner and thence with said Road north 45-1/2 degrees East 60 feet to a stake, thence south 33-1/2 degrees East 150 feet to a stake, thence south 45-1/2 degrees west (erroneously referred to as East in two prior deeds) 60 feet to a stake, thence north 33-1/2 degrees West 150 feet to a stake. SAVING AND EXCEPTING therefrom, however, all that parcel of land containing 293 square feet described in a deed from John M. Thomas and wife to George B. Woelfel dated November 7, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC 1441, folio 6, and also saving and excepting therefrom, however, 32 square feet described in a deed from John M. Thomas and wife to Viola Walker, dated June 16, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC 1484, folio 78.

PARCEL #2: ALL THAT PARCEL OF LAND containing 34 square feet described in a deed from George B. Woelfel, et al to John M. Thomas and Hallie O. Thomas, his wife, dated November 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC 1440, folio 65.

PARCEL #3: ALL THAT LOT OF GROUND containing 30 square feet of land described in a deed from Viola Walker, widow, to John M. Thomas and Hallie Q. Thomas, his wife, dated June 16, 1961, and recorded among the Land REcords of Anne Arundel County in Liber GTC 1484, folio 80.

BEING the same property which by deed dated August 9, 1991 and recorded or intended to be recorded immediately prior hereto, was granted and conveyed unto the within Grantors by Carroll H. Hynson.

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

After Recording Please Return To:
SNIDER, BUCK & MIGDAL, CHARTERED
P. O. Box 2400
Annapolis, Maryland 21404

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285200

RECORDED IN LIBER 575 FOLIO 97 ON 12/5/91 (DATE)

1. DEBTOR

Name ALAN + INGERI SALIM
Address 1273 SEABRIGHT DR ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 248 DEFENSE ST ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any) 11/15/95

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

RECORD FEE 10.00
MORTGAGE .50
03/11/92
MARY M. ROSE
94 CO. CIRCUIT COURT

Dated 3/9/92

Ernest W. Spriggs
(Signature of Secured Party)
ERNEST W. SPRIGGS
Type or Print Above Name on Above Line

105

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

285882

- Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$ 125,000.00
 To Be Recorded In Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Whitmore Printing and Stationery Company, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
(Name)	Attn: <u>Peggy Hall</u>
<u>1982 Moreland Parkway</u>	(Name of Loan Officer)
(Address)	<u>18 West Street</u>
<u>Annapolis, MD 21401</u>	(Address)
	<u>Annapolis, MD 21401</u>

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

ALL ASSETS * including, without limitation, the equipment described in Exhibit A attached hereto
 (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) INC.
WHITMORE PRINTING AND STATIONERY COMPANY, INC. (Seal)
 BY: George C. Shenk, Jr. (Signature) (Seal)
 George C. Shenk, Jr., President
 (Print or Type Name)
 BY: Stephen E. Shenk
 Stephen E. Shenk, Vice President

SECURED PARTY (OR ASSIGNEE)
FIRST NATIONAL BANK OF MARYLAND (Seal)
 BY: Peggy Hall (Signature) (Seal)
 Peggy Hall, Vice President
 (Print or Type Name)

RECORD FEE 11.00
 RECORD FEE 075.00
 POSTAGE .50
 #10500 DEPT. 001 714136
 03/21/92

11-875-50

EQUIPMENT LIST

COMPOSITION

Compugraphic MCS 8400 with 2 Terminals
 184 Typefaces
 Communication Interface to Typesetting via Modem
 LogE Lith Processor
 Desktop Publishing Interface
 Macintosh SE
 Seven (7) HP Vectra Computers
 Ricoh Fax

PREP EQUIPMENT

	<u>Year</u>	<u>Dimensions</u>
Fuji 40" Plate Processor	1986	
Bacher Registration System	1988	40"
Theimer 30 x 40 Plate Maker System	1980	30" x 40"
Burgess 30 x 40 Plate Maker System	1989	30" x 40"
DS 20 x 24 Camera	1983	
Fuji Film Processor	1988	26"
1430 Bacher Digital Rule-up Table	1987	44" x 60"
Assorted Halftone, Duotone and Tint Screens 65-200 Line		

PRESS EQUIPMENT

	<u>Year</u>	<u>Serial #</u>
Heidelberg SORSZ 2/C-28 x 40	1987	525052
Heidelberg SORMZ 2/C-20½ x 29½	1986	522967
Heidelberg MO 1/C-19 x 25½	1984	604774
Heidelberg GTO 4/C-14 x 20	1989	695-305
Heidelberg GTO 2/C-14 x 20	1987	687797
Heidelberg GTO 1/C-14 x 20	1989	698-202
Hamada 2/C-11 x 17	1987	0HR7937
Multilith 1250 1/C-10 x 14	1979	267709

rebuilt in 1987

BINDERY

45" Polar EMC Cutter	1986	5531454
41" Challenge Computerized Cutter	1982	30177
Muller Martini Six-Station Saddle Stitch System with Cover Feeder	1987	945640-C702
Stahl T-36 Folder (14 x 20)	1987	32157-127560
Stahl T-49 Folder (26 x 41)	1987	KC/66/4RTL-FE
Baumfolder 20 x 26 Folder with Right Angle	1979	QE4-137
Rosback Perforator and Scorer	1979	22670472
Assorted Stitchers, Drills, and Finishing Equipment		

DIECUTTING AND STAMPING

Heidelberg 10 x 15 Windmill Letterpress	1960	18A2B
Kluge 14 x 22 - Stamping and Embossing Press		38140283

3250 1500

1986 Polar, EMC-115, 45" Paper Cutter
 1982 Challenge, 41" Paper Cutter
 1987 Muller-Martini Minuteman, 6-Sta. Saddle Stitcher
 1987 Stahl, T-36, 14" x 20" Folder
 1987 Stahl, T-49, 26" x 41" Folder
 1979 Baum, 20" x 26" Folder w/Right Angle
 1991 MBO B26-C Folder
 Rosback Perforator & Scorer

Fuji 40" Plate Processor
 Theimer Plate Maker (30" x 40")
 Burgess Vaculux Plate Maker (42" x 52")
 1992 Scitex PS Dolev

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 06210

RECORDED IN LIBER 447 FOLIO 355 ON 3-8-82 (DATE)

1. DEBTOR

Name Dart Drug Corporation
Address 3301 Pennsy Dr., Landover, MD 20785

2. SECURED PARTY

Name Atlantic Leasing & Financial Inc
Address One N. Charles 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) _____

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

578

Filed with Clerk of Court, Anne Arundel County,
Annapolis, MD 21414

Atlantic Leasing & Financial Inc

Dated 12/31/91

Michael C. W.
(Signature of Secured Party)
MR IRON
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. 06120

RECORDED IN LIBER 447 FOLIO 312 ON 3-5-82 (DATE)

1. DEBTOR

Name Dart Drug Corporation
Address 3301 Pennsy Dr., Landover, MD 20785

2. SECURED PARTY

Name Atlantic Leasing & Financial Inc
Address One N. Charles 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) _____

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 style="text-align: center;">TERMINATION</p>

10
2

Filed with Clerk of Court, Anne Arundel County,
Annapolis, MD 21502

Atlantic Leasing & Financial Inc

Dated 12/31/91

Mr. J. R. Eton
(Signature of Secured Party)
MR J R ETON
Type or Print Above Name on Above Line



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

06118

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

RECORDED IN LIBER 447 FOLIO 310 ON 3-5-82 (DATE)

1. DEBTOR

Name Dart Drug Corporation

Address 3301 Pennsy Dr., Landover, MD 20785

2. SECURED PARTY

Name Atlantic Leasing & Financial Inc

Address One N. Charles 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) _____

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 style="text-align: center;">TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
MAR 11 11:50
03/11/82
COURT
CIRCUIT COURT

105

Filed with Clerk of the Circuit Court, Anne Arundel County, Annapolis, MD 21404

Atlantic Leasing & Financial Inc

Dated 12/31/91

Mr. Iretor
(Signature of Secured Party)

MR IRETOR
Type or Print Above Name on Above Line



STATE OF MARYLAND

BOOK 578 PAGE 307

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 06119

RECORDED IN LIBER 447 FOLIO 311 ON 3-5-82 (DATE)

1. DEBTOR

Name Dart Drug Corporation

Address 3301 Pennsy Dr., Landover, MD 20785

2. SECURED PARTY

Name Atlantic Leasing & Financial Inc

Address One N. Charles 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) _____

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: POSTAGE .50</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

10-52

Filed with Clerk of Court, Anne Arundel County, Annapolis, MD 21414

Atlantic Leasing & Financial Inc

Dated 12/31/91

William E. ...
(Signature of Secured Party)

MR IRETOR

Type or Print Above Name on Above Line



STATE OF MARYLAND

BOOK 578 PAGE 308

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
241044

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

RECORDED IN LIBER 445 FOLIO 0417 ON 1-5-82 (DATE)

1. DEBTOR

Name Dart Drug Corporation
Address 3301 Pennsy Dr., Landover, MD 20785

2. SECURED PARTY

Name Atlantic Leasing & Financial Inc
Address One N. Charles 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) _____

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 style="text-align: center;">TERMINATION</p>

Filed with Clerk of Court, Anne Arundel County, Annapolis, MD 21404

Atlantic Leasing & Financial Inc

Dated 12/31/91

Michael E. A.
(Signature of Secured Party)
M R IRETON
Type or Print Above Name on Above Line

1050

STATE OF MARYLAND

BOOK 578 PAGE 309

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
241043

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____
RECORDED IN LIBER 445 FOLIO 415 ON 1-5-82 (DATE)

1. DEBTOR

Name Dart Drug Corporation
Address 3301 Pennsy Dr., Landover, MD 20785

2. SECURED PARTY

Name Atlantic Leasing & Financial Inc
Address One N. Charles 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) _____

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>

Filed with Clerk of Court, Anne Arundel County, Annapolis, MD 21502

Atlantic Leasing & Financial Inc

Dated 12/31/91

Michael Ch...
(Signature of Secured Party)
MR IRETON
Type or Print Above Name on Above Line

10.50

10
5



STATE OF MARYLAND

BOOK 578 PAGE 310

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240766

RECORDED IN LIBER 444 FOLIO 506 ON 12-10-81 (DATE)

1. DEBTOR

Name Dart Drug Corporation

Address 3301 Pennsy Dr., Landover, MD 20785

2. SECURED PARTY

Name Atlantic Leasing & Financial Inc

Address One N. Charles 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)

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.)

TERMINATION

10-52

Filed with Clerk of the Court, Anne Arundel County, Annapolis, MD

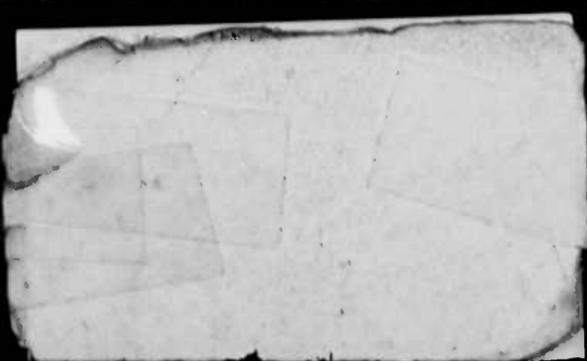
Atlantic Leasing & Financial Inc

Dated 12/31/91

Mr. J. R. FTON
(Signature of Secured Party)

MR J R FTON
Type or Print Above Name on Above Line

1050



STATE OF MARYLAND

BOOK 578 PAGE 311

UNIFORM COMMERCIAL CODE

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

240621

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

RECORDED IN LIBER 444 FOLIO 292 ON 12-1-81 (DATE)

1. DEBTOR

Name Dart Drug Corporation
Address 3301 Pennsy Dr., Landover, MD 20785

2. SECURED PARTY

Name Atlantic Leasing & Financial Inc
Address One N. Charles 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) _____

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and a large empty box for notes.

Handwritten number 250

CHECK [X] FORM OF STATEMENT

Filed with Clerk of Circuit Court, Anne Arundel County, Annapolis, MD 21404

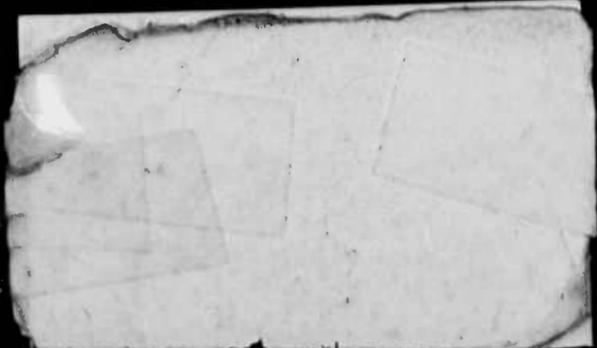
Atlantic Leasing & Financial Inc

Dated 12/31/91

Handwritten signature and printed name M R DRETON

Type or Print Above Name on Above Line

Handwritten number 10.50



3454(450)

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
(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. Annapolis MD, Circuit Court #031110 C191 R03 1/6/92

Index numbers of subsequent statements (For office use only)
Original Filing # Filing Date 01/06/92

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.
Chesapeake Packaging Company
725 Pittman Road
Baltimore, MD 21226

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
C S C Leasing Company
7300 Impala Drive
Richmond, VA 23228

Name & address of Assignee
Signet Leasing and Finance Corporation
P. O. Box 2373
Baltimore, MD 21203

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement
Change in Assignee

(Schedule E)

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)
Dominion Bank, NA

Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

SCHEDULE E

TO MASTER LEASE AGREEMENT NO. 91004

I. Original Equipment:

<u>Qty</u>	<u>Description</u>
1	IBM RS/6000 - model 320H
1	32Mb select
2	1.0 Gb external disk
1	X.25 Comm. Card (2960)
1	Ethernet Card (2980)
1	2.3 Gb external 8mm tape drive
1	64 Port Async. Controller (6400)
3	16 port Concentrator (6401)
1	U.P.S.
1	Misc. Cables
1	AIX (32 user)
1	Security Cabinet
1	Open Basic
1	HBX Pad
1	Ethernet transceiver and cable
4	P/C Ethernet cards and 4 PCI with Windows
1	Protocol converter
17	IBM 3151 CRTs (S/Ns on file)
1	IBM 2381 with interface
1	Serial/Parallel Converter

II. Basic Rental:

The Basic Rental on the above Equipment shall be \$1,688.00 per month. The Initial Term of the Lease is thirty six months.

III. Location:

The Equipment shall be located on the premises of
725 Pittman Road
Baltimore, MD 21226

DATE OF EXECUTION: December 12, 1991

LESSOR: CSC Leasing Company

BY: John E. Corey
John E. Corey

TITLE: President

LESSEE: Chesapeake Packaging Company

BY: Edwin T. McCowan, Jr.
Edwin T. McCowan, Jr.

TITLE: Treasurer



Chrysler First
Financial Services Corporation
Fair Lakes One Suite 250
12500 Fair Lakes Circle
Fairfax VA 22033
703 631 0040

BOOK 578 PAGE 314

TERMINATION STATEMENT

Name of Debtor: Cynthia Parker
Address: 1355 Patuxent Manor Rd.
Davidsonville, MD 21035

Assignee of Secured Party:
Chrysler First Financial
12500 Fair Lakes Circle
Suite 250
Fairfax, VA 22033

Name of Secured Party: Hot Tub Warehouse
Address: 8500 A 1/2 Tyco Rd.
Vienna, VA 22180

The Secured Party no longer claims a security interest under the Financing Statement of the above Debtor recorded in

Anne Arundel County.

Financing Statement No. 281653

Liber 559 Folio 64

RECORDED
10-00
INDEXED
03/11/92
MARY M. GODE
DA CO. DISTRICT COURT

Amy Mumma
Secured Party Signature

10-



STATE OF MARYLAND
BOOK 578 PAGE 315
FINANCING STATEMENT FORM UCC-1

A.A. Co.
CM14

Identifying File No. 285883

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

If transaction or transactions wholly 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 25 S. Charles 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, replacement parts, substitutions, trade-ins, and improvements thereto, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1991 International Model 3800 school bus S/N's 1HVBBNMPINH419307 with 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.

Robert C. Dick
(Signature of Debtor)

Robert C. Dick, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

William R. Brown
(Signature of Secured Party)

William R. Brown, Assistant Vice President

Type or Print Above Signature on Above Line

FINANCING STATEMENT

285884

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

- 1. Borrower and Address:
Leonard Bobbick
326 Riding Ridge Road
Annapolis, Maryland 21403
- 2. Secured Party and Address:
^{PAB}
Richard Blankenship
331 Riding Ridge Road
Annapolis, Maryland 21403

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All of the Borrower's shares of stock purchased from the secured party, being 290 shares of Class A Voting Common Stock of Manhattan-Dockside, Inc., and all proceeds and products thereof in any form whatsoever.

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. Principal amount of debt initially incurred is \$17,500.00.

6. This transaction is exempt from the recordation tax (Maryland) as it represents purchase money financing taken back by a Seller.

BORROWER:

Leonard Bobbick

SECURED PARTY:

^{PAB}
Richard Blankenship

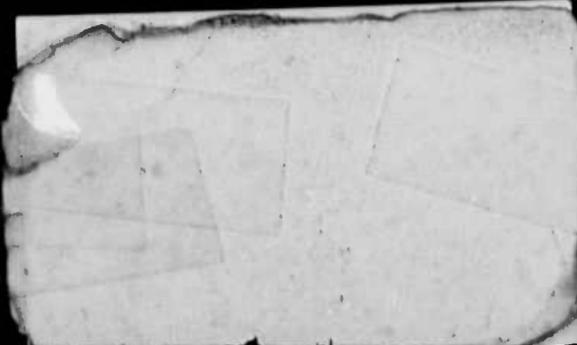
RECORD FEE 11.00
 POSTAGE .50
 H379300 C489 R02 T13*21
 03/11/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

Leonard Bobbick

Richard H. Blankenship

3-10, 1992
Date Signed by Borrower

RETURN TO:
HILLMAN, BROWN & DARROW
221 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD. 21401



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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 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 Furniture Rentors of America, Inc.
Address 2784 South Arlington Mill Drive, Arlington, VA 22206

2. SECURED PARTY

Name Continental Bank
Address 1500 Market Street, Philadelphia, PA 19102
ATTN: John G. Shmerler, C.L.O.

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

3. Maturity date of obligation (if any) _____

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

Debtor hereby grants to Secured Party a security interest in all of Debtor's accounts, accounts receivable, contract rights, chattel paper, documents, instruments, general intangibles, inventory, all of the foregoing whether now owned or hereafter acquired or arising, and all cash and non-cash proceeds (including, without limitation, insurance proceeds) of all of the foregoing property, wherever located including, without limitation, collateral located at: 8221-C Preston Court Jessup, MD 20794

Table with 2 columns: Name and address of Assignee, and amounts. Includes entries for RECORD FEE and POSTAGE.

Handwritten notes and stamps including 'MARY H. ROSE' and '03/12/92'.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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 number '113'.

By: [Signature], President 3/2/92
(Signature of Debtor)

FURNITURE RENTORS OF AMERICA, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

JAMES D. SENKER

Type or Print Above Signature on Above Line

CONTINENTAL BANK

BY: [Signature]
(Signature of Secured Party)

JOHN G. SHMERLER

Type or Print Above Signature on Above Line



STATE OF MARYLAND
STATE OF MARYLAND
285885
FINANCING STATEMENT FORM UCC-1

BOOK 578 PAGE 318
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 2/7/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SCOTT THAYER
Address 1818 JUDICIAL WAY CROFTON, MD 21114

2. SECURED PARTY

Name Norwest Financial
Address 929 Washington Blvd
Laurel, MD 20707

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

3. Maturity date of obligation (if any) N/A

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

336 SQUARE FOOT DECK

RECORD FEE 11.00
POSTAGE .50
RECORDED 02/07/92 10:43
02/12/92
MARY H. ROSE
MD 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)

X Scott Thayer
(Signature of Debtor)

SCOTT THAYER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lisa M Walker
(Signature of Secured Party)

LISA M. WALKER
Type or Print Above Signature on Above Line

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 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 Furniture Rentors of America, Inc.
Address 8221-C Preston Court, Jessup, MD 20794

2. SECURED PARTY

Name Continental Bank
Address 1500 Market Street, Philadelphia, PA 19102
ATTN: John G. Shmerler, C.L.O.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

Debtor hereby grants to Secured Party a security interest in all of Debtor's accounts, accounts receivable, contract rights, chattel paper, documents, instruments, general intangibles, inventory, all of the foregoing whether now owned or hereafter acquired or arising, and all cash and non-cash proceeds (including, without limitation, insurance proceeds) of all of the foregoing property.

Name and address of Assignee

RECEIVED 11/100
POSTAGE .50
03/24/92 02:23 PM 713140
03/12/92

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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 and 'President 3/2/92' next to the debtor signature line.

FURNITURE RENTORS OF AMERICA, INC.
Type or Print Above Name on Above Line

JAMES D. SENKER
Type or Print Above Signature on Above Line

CONTINENTAL BANK

BY: John G. Shmerler
(Signature of Secured Party)

JOHN G. SHMERLER
Type or Print Above Signature on Above Line



STATE OF MARYLAND

BOOK 578 PAGE 300

FINANCING STATEMENT FORM UCC-1 285888

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. \$ 58,000.00

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

This financing statement Dated MARCH 2, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Waterbed Galleries by Stofberg Brothers, Inc.
Address 2626 West Patapsco Avenue, Baltimore, MD 21230

2. SECURED PARTY

Name FARMERS BANK, A FEDERAL SAVINGS BANK
Address P.O. Box 6336 Baltimore, MD. 21230-6336

Farmers Bank & Trust Co. of Hanover, 13 Balto. St., Hanover, PA 17331 Attn: S. Marquet
Person And Address To Whom Statement Is To Be Returned 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 accounts, contract rights, inventory, equipment, chattel paper, fixtures and general intangibles now existing or hereafter arising and all cash and non-cash proceeds thereof.

TE 11.00
MORTGAGE .50
RECORDED 12/23/92
MAY 11 1992
MERCANTILE 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)

WATERBED GALLERIES BY STOFBERG BROTHERS, INC.

[Signature] - Pres
(Signature of Debtor)

STEVE GINSBURG
Steve Ginsburg, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FARMERS BANK, A FEDERAL SAVINGS BANK

[Signature] - VP
(Signature of Secured Party)

ROBERT G. HOLMES JR
Robert G. Holmes, Jr
Type or Print Above Signature on Above Line

Handwritten scribble



STATE OF MICHIGAN
 UNIFORM COMMERCIAL CODE FINANCING STATEMENT
 (Approved by the Secretary of State and Michigan Association of Registers of Deeds)

BOOK 578 PAGE 321 OCC-1

285889

INSTRUCTIONS:

1. TYPE OR PRINT All information required on this Form.
2. If dual filing is made, send the WHITE copies to the Secretary of State, Lansing, Michigan. Send the YELLOW copies to the local register of deeds. Retain PINK copies for files of the secured party and debtor.
3. Enclose filing fee.
4. IF ADDITIONAL SPACE IS NEEDED for any items on this Form, continue the items on separate sheets of paper (5" x 8"). One copy of these additional sheets should accompany the WHITE Forms, and one copy should accompany the YELLOW Forms. USE PAPER CLIPS to attach these sheets to the Forms (DO NOT USE STAPLES, GLUE, TAPE, ETC.) and indicate in Item 1 the number of additional sheets attached.
5. At the time of filing, the filing officer will return acknowledgement to the secured party or in pre-addressed envelope submitted with form. At a later time, the secured party may date and sign the termination legend and use acknowledgement copy as a termination.
6. Both the WHITE and YELLOW Filing Officer copies must have original signatures. Only the debtor must sign the financing statement, and the signature of the secured party is not necessary, except that the secured party alone may sign the financing statement in the following 4 instances: Please specify action in Item 7 below.
 - (1) Where the collateral which is subject to the security interest in another state is brought into Michigan or the location of the debtor is changed to Michigan.
 - (2) "For proceeds if the security interest in the original collateral was perfected."
 - (3) The previous filing has lapsed.
 - (4) For collateral acquired after a change of debtor name etc., and a filing is required under MCLA 440.9402 (2) and (7); MSA 19.9402 (2) and (7).

		1. No. of additional sheets	State Billing Account No	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) Last Name first, address(es) Social Sec. No. - Tax I D. No.		3. Secured Party(ies) and address(es)		DO NOT WRITE IN THIS SPACE
McCausey Lumber Company 32205 Little Mack Roseville, Michigan 48066 (TIN: 38-1289010)		NBD Bank, N.A. 611 Woodward Ave. Detroit, MI 48226		
4. Name and address(es) of assignee(s) (if any)		CHECK <input checked="" type="checkbox"/> if applicable		
		5. <input type="checkbox"/> Products of collateral are also covered.		
		6. <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.		

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

SEE ATTACHED EXHIBIT A

THIS FINANCING STATEMENT COVERS COLLATERAL LOCATED IN ANNE ARUNDEL COUNTY, MARYLAND

THE UNDERLYING SECURED TRANSACTION TO WHICH THIS FINANCING STATEMENT RELATES IS NOT SUBJECT TO RECORDATION TAX.

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

NBD BANK, N.A.
 By: [Signature]
 Its: Loan Officer
 (Signature of Secured Party or Assignee of Record)

NBD 1327 Rev 1/91

Order by Form B411K Rev. 12/86
 From Doubleday Bros. & Co., Kalamazoo, MI 49002 FINANCIAL PRINTERS



STATE OF MARYLAND

285890

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

CONTRACT #29820 - 736373

Name McDONOGH FARMS, INC.

Address 956 INDIAN LANDING ROAD MILLERSVILLE, MD 21108

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772

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

3. Maturity date of obligation (if any) _____

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

- 1 NEW KUBOTA F2100 TRACTOR, SER.#11716.
- 1 NEW KUBOTA RC72F24 MOWER, SER.#10243.
- 1 NEW KUBOTA F8172 WEIGHT KIT.

Name and address of Assignee
KUBOTA CREDIT CORPORATION
 P.O. Box 105598
 Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK 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)

McDonogh Farms Inc.
(Signature of Debtor)

McDONOGH FARMS, INC.
Type or Print Above Name on Above Line

Michael B. Landry
(Signature of Debtor)

Type or Print Above Signature on Above Line

Chris Hanburger
(Signature of Secured Party)

CHRIS HANBURGER, GENERAL MGR.

Type or Print Above Signature on Above Line

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

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

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

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

1. DEBTOR

Name K.C. Pet Center Inc dba Docktor Pet Center 65648
Address 29 Parole Plaza Annapolis MD 21401

2. SECURED PARTY

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

security system as per attached equipment lease
EQUIPMENT LEASE DOES NOT CREATE A SECURITY INTEREST

Name and address of Assignee

THIS FINANCING STATEMENT IS BEING FILED FOR INFORMATIONAL PURPOSES ONLY. TO GIVE NOTICE OF THE SECURED PARTY'S OWNERSHIP OF THE EQUIPMENT.

THIS FINANCING STATEMENT IS BEING FILED FOR INFORMATIONAL PURPOSES ONLY. TO GIVE NOTICE OF THE SECURED PARTY'S OWNERSHIP OF THE EQUIPMENT. 14.00

CHECK THE LINES WHICH APPLY

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

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

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

K C Pet Center Inc dba Docktor Pet Center
Lizabeth leinmiller attorney in fact
(Signature of Debtor)

ADVANTA LEasing Corp/Lizabeth Leinmiller, Clerk

14-52 [Signature]
Type or Print Above Name on Above Line

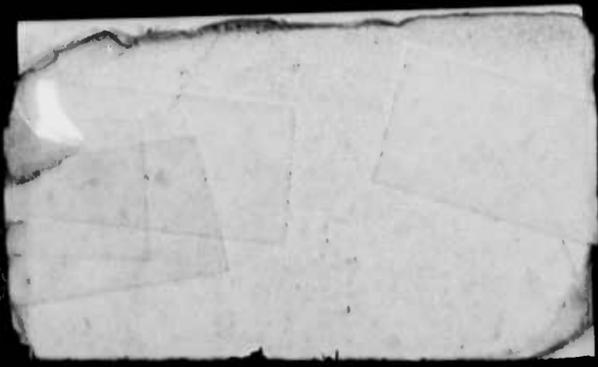
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

LEASE AGREEMENT CONTAINS ON REVERSE SIDE



ADVANTA[®]
Leasing Corp.

Two Echelon Plaza
P.O. Box 1228
Voorhees, New Jersey 08043-1228

U5648

Equipment Lease Agreement

THIS LEASE IS NON-CANCELABLE. THIS LEASE IS A BINDING CONTRACT
CONSISTING OF ALL TERMS ON THE FRONT AND REVERSE HEREOF.

BOOK 578 PAGE 329

TOLL FREE (800) 255-0022
FAX (609) 770-1414

DESCRIPTION OF EQUIPMENT (include make, model, serial no. and all attachments)
2-PANASONIC 2/3 VIDICON CAMERA, 2-12" B/W MONITOR, 1-SIMULATED CAMERA, 1-4 POSITION SWITCHER, 1-LOUROE AUDIO SYSTEM, 1-STANDARD 8 HOUR VHS RECORDER

VENDOR'S NAME
CONTROL MANAGEMENT SERVICES, INC.

SCHEDULE OF RENTAL PAYMENTS

TERM OF LEASE (IN MONTHS)	TOTAL NUMBER OF RENTAL PAYMENTS	AMOUNT OF EACH PAYMENT	SECURITY DEPOSIT*
36	36	\$ 169.00 (Plus Applicable Taxes)	\$ 557.00

PAYMENT FREQ. Monthly Quarterly Other _____ *Make check payable to ADVANTA Leasing Corp.

LESSEE (COMPLETE LEGAL NAME. If a corporation, use EXACT registered corporate name.)

Company Name: K. C. PET CENTER INC. DBA DOCKTOR PET CENTER 14.50
Billing Address: 29 PAROLE PLAZA
ANNAPOLIS, MARYLAND 21401
County: ANNE ARUNDEL
Equipment Location (if other than Billing Address):
County:

By signing, Lessee certifies that he/she has read and agrees to all terms on the front AND REVERSE SIDES hereof. This Lease constitutes the entire agreement between Lessor and Lessee and supersedes any prior oral or written agreements. This Lease may not be amended or terminated except by a writing signed by an executive officer of Lessor and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

Signature: X *Gerald Lee Keating* Date: 5 March 1992 Telephone No. (Area Code): (301) 776-7387
Print Name & Title: GERALD L. KEATING PRESIDENT
Witness: *[Signature]* Date:

PERSONAL GUARANTY

In consideration of the making of the above Equipment Lease by Lessor with Lessee, and at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTEES to Lessor and any assignee of Lessor (hereinafter "Holder") the prompt payment of all payments to be made by Lessee under the Lease and further guarantees the performance by Lessee of all the terms and conditions thereunder, regardless of any invalidity or unenforceability thereof. The undersigned promises to pay all of Holders' expenses incurred in enforcing this guaranty. The undersigned waives notice of acceptance, presentment, demand, protest, notice of protest or notice of default and consents that Holder may grant Lessee extensions of indulgency under the Lease, and may proceed directly against the undersigned without first proceeding against Lessee or disposing of any security under the Lease. Accounts settled between Holder and Lessee shall bind the undersigned. This guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The undersigned hereby waives rights of subrogation, indemnity, reimbursement and contribution from Lessee and shall not be deemed a creditor of Lessee in the event payments are made to Lessor pursuant to this guaranty. THE UNDERSIGNED WAIVES TRIAL BY JURY AND CONSENTS AND SUBMITS TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS OF PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE. This guaranty shall bind the heirs, representatives, successors and assigns of the undersigned.

SIGNATURE (INDIVIDUALLY; NO TITLES): X <i>Gerald Lee Keating</i> Date: 3/5/92	SIGNATURE (INDIVIDUALLY; NO TITLES): X
GUARANTOR #1 Name and Home Address (Please Print): GERALD L. KEATING 870 BYWATER ROAD ANNAPOLIS, MD. 21401	GUARANTOR #2 Name and Home Address (Please Print):
WITNESS: <i>[Signature]</i>	WITNESS:

DELIVERY AND ACCEPTANCE RECEIPT

TO LESSOR: THE UNDERSIGNED LESSEE HEREBY CERTIFIES THAT ALL EQUIPMENT DESCRIBED ABOVE AND ON ANY ATTACHED SCHEDULES HAS BEEN DELIVERED TO LESSEE AND INSTALLED; THAT THE EQUIPMENT HAS BEEN INSPECTED BY LESSEE AND IS IN GOOD OPERATING ORDER; AND THAT THE EQUIPMENT IS ACCEPTED BY LESSEE FOR ALL PURPOSES UNDER THE LEASE. LESSEE HEREBY DIRECTS LESSOR TO PAY THE VENDOR FOR THE EQUIPMENT.

Signature: X *Gerald Lee Keating* Date: 3/5/92
Name and Title (please Print): GERALD L. KEATING PRESIDENT
ACCEPTED BY ADVANTA LEASING CORP. (Lessor)
Title: *Ruby Nulovich* By: _____ Date: 3-5-92 Lease #:

LEASE AGREEMENT CONTINUES ON REVERSE SIDE ➔



1. **LEASE.** Lessee hereby leases from Lessor the equipment identified above and on any attached schedule ("Equipment") under the terms and conditions stated on the face hereof and ON THE REVERSE SIDE HEREOF ("Lease") **THIS IS AN IRREVOCABLE LEASE FOR THE FULL TERM AND CANNOT BE CANCELLED. Lessor is hereby authorized to insert any missing, incomplete or incorrect terms on the reverse side hereof.**

2. **TERM.** This Lease shall not commence until the LESSOR accepts and signs the Lease. Thereafter, the Lease shall continue for the full term shown above and any extension periods ("term"). Unless LESSEE notifies LESSOR in writing at least 60 days prior to the expiration of the initial lease term of its intention to terminate the Lease, the Lease shall automatically be extended for a period of one year and shall continue from year to year thereafter until terminated.

3. **RENT.** The due date of the first lease payment is the date upon which the Equipment is delivered to LESSEE, or any later date designated by LESSOR. Such payment amount is based upon the estimated cost of all Equipment and shall be adjusted upward or downward if the actual cost of the Equipment exceeds or is less than this estimate. **LESSEE'S OBLIGATION TO MAKE THE LEASE PAYMENTS IS ABSOLUTE, UNCONDITIONAL AND INDEPENDENT AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER CAUSE OR PROBLEM.** LESSEE agrees that if any lease payment is not received within 3 days of its due date, LESSEE shall pay a late charge equal to 10% of the amount due or \$500, whichever is greater, in liquidation of collection expenses and not as an interest payment or penalty. Any payment of a smaller sum than due at any time shall not constitute a release or an accord or satisfaction for any greater sum due, regardless of any endorsement restriction.

4. **SECURITY DEPOSIT.** The security deposit is due and payable at the time LESSEE signs this Lease. In case the Lease is never finalized for any reason, such deposit may be retained by LESSOR in liquidation of processing expenses. The Security Deposit shall secure all obligations of LESSEE hereunder and may be applied in LESSOR'S discretion to any past due obligation of LESSEE, and to the extent not applied shall be returned to LESSEE without interest at the satisfactory expiration of the Lease.

5. **DELIVERY AND INSTALLATION.** LESSEE understands that LESSOR is not responsible for delivery or installation. LESSEE holds LESSOR harmless from specific performance of this Lease and from any damages if for any reason the manufacturer, supplier, vendor or distributor (collectively referred to in this Lease as "Vendor") delays in delivery, or if the Equipment is unsatisfactory.

6. **SELECTION AND ACQUISITION OF EQUIPMENT.** LESSEE acknowledges that (1) LESSOR has not selected the Vendor and has not selected, manufactured or supplied the Equipment; (2) LESSEE alone has selected the Vendor and the Equipment; (3) LESSOR has acquired the Equipment solely in connection with the Lease at LESSEE'S request; (4) Prior to entering into the Lease, LESSEE received or approved the supply contract covering the Equipment purchased from the Vendor; and (5) LESSOR has advised LESSEE in writing, either previously or by this Lease, of the following: (a) the identity of the Vendor, (b) that LESSEE may have rights against the Vendor under said supply contract, and (c) that LESSEE may contact the Vendor for a description of any such rights.

7. **DISCLAIMER OF WARRANTY AND WAIVER OF LIABILITY.** LESSEE acknowledges that (1) **THE EQUIPMENT IS LEASED "AS IS";** (2) **LESSOR MAKES NO REPRESENTATION, GUARANTEE, EXPRESS WARRANTY OR IMPLIED WARRANTY (INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE EQUIPMENT, AND LESSOR HEREBY EXPRESSLY DISCLAIMS THE SAME;** (3) **LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO LESSEE OR TO ANY THIRD PERSON OR PROPERTY (including direct, indirect, consequential, incidental and special damages) CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE EQUIPMENT (including any damages for infringement of any trademark, copyright or patent);** (4) **IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE VENDOR OR IS UNSATISFACTORY FOR ANY OTHER REASON, LESSEE SHALL MAKE ANY SUCH CLAIM SOLELY AGAINST THE VENDOR, AND LESSEE HEREBY WAIVES ANY SUCH CLAIM AGAINST LESSOR; AND** (5) **NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE VENDOR IS BINDING ON LESSOR NOR SHALL ANY BREACH THEREOF RELIEVE LESSEE OF ITS OBLIGATIONS TO LESSOR.** So long as LESSEE is not in breach under this Lease, LESSOR shall assign without recourse to LESSEE during the term of this Lease any warranty from the Vendor to LESSOR.

8. **NO AGENCY.** LESSEE acknowledges that (1) there is no agency or joint venture between LESSOR and the Vendor; (2) neither the Vendor nor any other person is authorized to act on LESSOR'S behalf; and (3) **NO PERSON OTHER THAN AN EXECUTIVE OFFICER OF LESSOR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE.**

9. **REPAIRS; SERVICE; ADDITIONS.** LESSOR is not responsible for any repairs or service to the equipment, and all repairs and service shall be the sole responsibility of LESSEE. LESSEE agrees to maintain the Equipment in good condition and to service the Equipment during the term of this Lease as and when needed. All replacement parts, repairs, additions and accessories shall automatically become the property of LESSOR.

10. **USE. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED SOLELY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR RESIDENTIAL PURPOSES.** LESSEE shall use the equipment in a lawful and prudent manner and shall not make any alterations to the Equipment without LESSOR'S written consent. LESSEE shall not permit the Equipment to be used by anyone other than LESSEE or its employees. LESSEE shall keep the Equipment at the LESSEE'S address shown above and shall not remove the Equipment to any other location without LESSOR'S written consent.

11. **LOSS; DAMAGE; INSURANCE.** Until the Equipment is returned to LESSOR, LESSEE shall assume the entire risk of loss from any cause. In the event of any loss, LESSEE shall promptly notify LESSOR in writing. LESSEE shall keep the Equipment insured against theft and all risks of loss and shall carry public liability insurance covering both personal injury and property damage. All such insurance shall be in a form and an amount satisfactory to LESSOR. Such insurance for theft, loss and damage shall name LESSOR as the sole Loss Payee, and such public liability insurance shall name LESSEE as Named Insured and LESSOR as Additional Insured. LESSEE shall pay all premiums, be responsible for all deductible portions, and shall deliver to LESSOR evidence of such insurance coverage satisfactory to LESSOR. Each insurer shall agree by endorsement upon all policies that it will give LESSOR 30 days written notice prior to the effective date on which the policy is altered, expired or cancelled. **IN THE EVENT LESSEE FAILS TO SECURE OR MAINTAIN SUCH INSURANCE, LESSOR MAY, AT ITS OPTION, OBTAIN SUCH INSURANCE AND CHARGE THE COST THEREOF TO THE LESSEE AS ADDITIONAL RENT. LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS LESSEE'S TRUE AND LAWFUL ATTORNEY-IN-FACT TO MAKE CLAIM FOR AND RECEIVE INSURANCE PROCEEDS, AND TO EXECUTE AND ENDORSE ALL DOCUMENTS, CHECKS OR DRAFTS RECEIVED IN PAYMENT UNDER ANY SAID INSURANCE POLICIES. Any proceeds of insurance payable to LESSOR may be used or applied as LESSOR, in its sole discretion, shall determine.**

12. **TAXES AND OTHER FEES.** LESSEE shall pay when due all federal, state and local license fees, registration fees, filing fees, assessments, taxes (including without limitation, sales, lease, use, excise and personal property taxes, EXCLUDING ONLY TAXES PAYABLE IN RESPECT TO LESSOR'S INCOME) and all other charges of any kind which may now or hereafter be imposed upon LESSOR or LESSEE arising in any way out of the ownership, use, possession or leasing of the Equipment. Such amounts shall be considered additional rent and shall be payable upon demand by LESSOR. In establishing the amount of the base lease payments and the other terms of this Lease, LESSOR and LESSEE have assumed that LESSOR will be entitled to all deductions, depreciation, credits and other tax benefits ("tax benefits") which are provided by the federal, state and local laws to an owner and lessor of personal property. LESSEE agrees that, should any such tax benefits be disallowed or recaptured, or should LESSOR lose the right to claim or receive such benefits for any reason, LESSEE shall indemnify LESSOR for such loss by paying LESSOR an amount equal to the value of such loss. LESSEE'S obligations under this Paragraph shall continue notwithstanding any future change in federal, state or local law during the term of the Lease. To liquidate any personal property tax expense incurred by LESSOR, LESSEE agrees to pay LESSOR either a net charge therefore as incurred by LESSOR or, at LESSOR'S election, a monthly personal property tax fee liquidated at any rate set by LESSOR up to three-hundred ninety-five thousandths of one percent (0.395%) of the original equipment cost.

13. **COMPLIANCE WITH LAW.** LESSEE shall promptly comply with all federal, state and local

14. **INDEMNITY.** Lessee shall indemnify and hold LESSOR harmless from and against all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorney's fees) arising out of or in any manner connected with the manufacture, purchase, financing, ownership, leasing, delivery, possession, use or operation of the Equipment, including without limitation, claims for injury to or death of persons and for damage to property. This indemnity shall survive the termination of this Lease.

15. **TITLE.** LESSEE understands that the Equipment is the exclusive property of LESSOR, that title to the Equipment shall at all times during the term remain in LESSOR, and that LESSEE shall have no right, title or interest in the Equipment except as expressly provided in this Lease. **LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS ITS TRUE AND LAWFUL ATTORNEY-IN-FACT TO PREPARE, EXECUTE AND FILE ALL OWNERSHIP AND FINANCING STATEMENTS, and all costs for such filing and termination shall be paid by LESSEE. IT IS THE INTENT OF THE PARTIES THAT THIS IS A TRUE LEASE. THE FILING OF ANY SUCH STATEMENT SHALL NOT BE EVIDENCE THAT THIS IS OTHER THAN A TRUE LEASE, AND SUCH FILING IS ONLY INTENDED TO GIVE PUBLIC NOTICE OF LESSOR'S OWNERSHIP OF THE EQUIPMENT.** If this Lease shall be deemed at any time to be a lease intended as security, LESSEE hereby grants LESSOR a security interest in the Equipment, and such financing statements shall be intended to create a perfected security interest in favor of LESSOR. The Equipment shall at all times be considered and shall remain personal property, and LESSEE shall not permit the same to become a fixture to realty.

16. **EVENTS OF DEFAULT.** The following events shall automatically and without notice to LESSEE be events of default under this Lease: (1) LESSEE fails to pay any lease payment or other charge for a period of 10 consecutive days from the due date; (2) LESSEE fails to perform or observe any other term or condition or breaches any representation contained herein or in any other agreement with LESSOR; (3) any action or proceeding is brought against LESSEE whereby the Equipment may be taken or distrained; (4) LESSEE dies, becomes insolvent, makes or consents to an assignment for the benefit of creditors; stops doing business as a going concern, sells all or substantially all its assets, merges, consolidates, or appoints or consents to the appointment of a receiver or trustee; (5) a petition is filed by or against LESSEE under bankruptcy laws or other laws providing for the relief of debtors or (6) LESSEE shall cause, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance, attachment or involuntary transfer of any kind upon or affecting the Equipment or this Lease or any of Lessor's interest hereunder.

17. **REMEDIES UPON DEFAULT.** In the event LESSEE defaults hereunder, LESSOR may exercise any one or more of the following remedies in addition to any other remedies available under law:

(A) With or without notice, cancel this Lease and/or sue for: (1) past due rent, (2) the accelerated balance of future rent to become due during the unexpired term of the Lease, not as a penalty but herein liquidated for all purposes, (3) the estimated residual value placed on the Equipment by LESSOR, (4) all late charges and other charges due and to become due under the Lease, (5) the costs specified in Section 19 below, and (6) any other damages and indemnities, if then determinable, arising out of the Lease or LESSEE'S breach of the Lease; and

(B) Enter upon LESSEE'S premises and repossess the Equipment without liability for trespass or damages. In the event LESSEE fails to consent to repossession, LESSOR may institute legal proceedings for an order of repossession. Any repossession shall be without right of redemption. Following repossession (1) all rights of LESSEE in the equipment shall terminate, (2) LESSOR may, at its option, sell or re-lease ("remarket") the Equipment without advance notice to LESSEE and (3) LESSOR may nevertheless immediately sue for the full amounts specified in subparagraph "A" above without first remarketing the Equipment, in which event any monies later recovered by LESSOR through remarketing, if any, minus LESSOR'S costs of repossession and remarketing (including any commissions), shall operate in reduction of the amount of LESSOR'S claim. Nothing stated herein shall require LESSOR to repossess the Equipment, and LESSEE hereby waives any rights which may require LESSOR to repossess and/or remarket the Equipment in mitigation of damages.

18. **CUMULATIVE REMEDIES.** All remedies of LESSOR hereunder are, to the extent permitted by law, cumulative and may be exercised concurrently or separately at different times, and the exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof or be deemed a modification of this Lease. A waiver of any default shall not be a waiver of any subsequent default.

19. **LESSOR'S COSTS.** LESSEE shall be liable for all costs and overhead incurred by LESSOR in enforcing the Lease, including without limitation: (1) attorney's fees liquidated at 20% of any claim for money damages, which LESSEE hereby stipulates is a reasonable prediction of actual fees; (2) reasonable attorney's fees incurred in pursuing any equitable remedy; (3) costs of suit; (4) Lessor's internal recovery overhead liquidated at the lesser of \$250.00 or 5% of the lease balance, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty; and (5) Lessor's internal repossession/remarketing overhead liquidated at the lesser of \$225.00 or 4% of the original equipment cost, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty, plus all costs incurred in the repossession, storage, shipment, repair and remarketing of the Equipment.

20. **RETURN OF EQUIPMENT.** Upon the expiration of the Lease term, or upon request of LESSOR following any default, LESSEE shall, at its own expense, return the Equipment to LESSOR at an address specified by LESSOR. The Equipment shall be returned in the same condition as received, ordinary wear and tear excepted.

21. **ASSIGNMENT; SUBLEASE.** All or any part of LESSOR'S interest in this Lease or in the Equipment may be assigned by LESSOR at any time without prior notice to LESSEE. In that event, LESSOR'S assignee shall succeed to all of LESSOR'S rights and interests under the Lease, and LESSEE'S obligations to the assignee shall be as provided in the Lease, but the assignee shall not be liable to perform any of LESSOR'S obligations to LESSEE. The right of the assignee to the payment of assigned lease payments and to performance of LESSEE'S obligations and to exercise any other of LESSOR'S right hereunder, shall not be subject to any defense, counterclaim or setoff. LESSEE acknowledges that any assignment by LESSOR shall not materially change LESSEE'S duties or obligations under the Lease or materially increase the risks imposed on LESSEE. **BECAUSE THE LESSEE'S OBLIGATIONS UNDER THIS LEASE ARE PERSONAL IN NATURE, LESSEE MAY NOT ASSIGN ANY OF ITS INTERESTS UNDER THE LEASE TO ANY OTHER PERSON, NOR MAY LESSEE SUBLEASE ANY OF THE EQUIPMENT TO ANY OTHER PERSON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH MAY BE DECLINED BY LESSOR FOR ANY REASON.**

22. **SEVERABILITY.** If any provision of this Lease is in conflict with any law of any state or place where it is sought to be enforced, such provision shall be deleted to the extent of such conflict, but without invalidating the remaining provisions.

23. **CHOICE OF LAW; JURISDICTION; FORUM; VENUE.** Lessee agrees and stipulates that: (1) **THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA;** (2) **LESSEE KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY AND CONSENTS TO BE SUBJECT TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS IN PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE; and** (3) **ANY LEGAL PROCEEDING ARISING OUT OF THIS LEASE, REGARDLESS OF WHETHER LESSOR OR LESSEE BRINGS SUCH PROCEEDING, SHALL BE INSTITUTED ONLY IN THE AFORESAID VENUE IN PENNSYLVANIA, AND NOT ELSEWHERE, UNLESS LESSOR EXPRESSLY CONSENTS IN WRITING OR ELECTS OTHERWISE.**

24. **LESSEE'S REPRESENTATIONS.** LESSEE represents and warrants that (1) LESSEE has complete and unrestricted power to enter into this Lease, (2) the persons executing this Lease have been duly authorized (by corporate resolution if LESSEE is a corporation) to execute the Lease on LESSEE'S behalf, (3) that all information supplied to LESSOR is true and correct, including all credit and financial information submitted to LESSOR at any time, and (4) LESSEE is solvent and is able to meet all its financial obligations, including the Lease payments hereunder.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 578 PAGE 326
Identifying File No. 285892

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

If transaction or transactions wholly 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 Harry E. Neuman III T/A Lucky Lottery Publications

Address 5203 6th Street, Baltimore, MD 21225

2. SECURED PARTY

Name Credential Leasing Corporation

Address 2525 N. 7th Street, Harrisburg, PA 17110-0967

Person And Address To Whom Statement Is To Be Returned 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) A.B. Dick Offset Press Model 9870

Equipment Location: 107 Mountain Road
Lipins Corner Store X
Pasadena, MD 21122

Name and address of Assignee
PETERO FEE 12/10
ADDRESS LISTED IN 11-415
10-11/92

MARY H. ROSE

24 CO. DISTRICT COURT

C/S/C 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)

12- (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Harry E. Neuman III T/A Lucky Lottery Publications

Harry E. Neuman III
(Signature of Debtor)

Harry E. Neuman III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credential Leasing Corporation

Ruth Cohen VP
(Signature of Secured Party)

Ruth Cohen, Vice President

Type or Print Above Signature on Above Line



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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 281139

RECORDED IN LIBER 556 FOLIO 575 ON June 12, 1990 (DATE)

1. DEBTOR

Name Gesek's Hi-Tech Auto Collision Center

Address 200 Arundel Corp. Road, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Mercantile Safe Deposit & Trust Co.

Address 7302 Ritchie Highway, Glen Burnie, Md. 21061

ATTN: Cindy Galuska

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

8. 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"/> XX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>NAME CHANGE</p>
	<p>TO: <u>Gesek's, Inc.</u></p>	

Dated February 27, 1992

Cynthia Ann Galuska
(Signature of Secured Party)

Cynthia Ann Galuska - Asst. Vice President

Type or Print Above Name on Above Line

10-50



SFC:mlh 03/04/92 12:24pm
To be used for loans secured by real property

285893

A.SFC207.29

FINANCING STATEMENT

To be recorded among the Land Records of Anne Arundel County, Maryland.

To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.

To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.

Recordation Tax has been paid on the principal amount of \$150,000.00 in connection with the filing of the Deed of Trust, Assignment and Security Agreement described below in the Land Records of Anne Arundel City/County, Maryland.

Not subject to recordation tax.

RECORD FEE 22.00
POSTAGE .50
#380600 0489 R02 T14:51
03/12/92

DEBTOR:

ADDRESS:

GEORGE N. MANIS and
ANASTASIA C. MANIS

1301 Lloyd Court
Annapolis, Maryland 21401

MARY M. ROSE
AA CO. CIRCUIT COURT

SECURED PARTY:

ADDRESS:

FARMERS NATIONAL BANK
OF MARYLAND

Five Church Circle
Annapolis, Maryland 21401

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such 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

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

2800

FN001.873



defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated March ____, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Ross J. Selby and William A. Walker, II, 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

ASW Borrower's Initials

SFC:mlh 03/04/92 12:24pm
To be used for loans secured by real property

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.

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.

DEBTOR:

LENDER:
FARMERS NATIONAL BANK OF
MARYLAND

George N. Manis
GEORGE N. MANIS

BY: [Signature]

Anastasia C. Manis
ANASTASIA C. MANIS

Mr. Clerk:
Please return to:

P. O. Box 2400, Annapolis, Maryland 21404

GM Borrower's Initials

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263 8855

EXHIBIT 'A'

BEGINNING for the same at a point located on the South side of Main Street and at the same beginning point as in Parcel 2 of the conveyance from Archie Glickman and Carolyn F. Glickman, his wife, to Nick Manis, by deed dated August 15, 1946 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 376, page 154; said point being further located at the intersection formed by the said South side of Main Street with the East side of an existing alley running from said Main Street to Gorman Street; said point being still further located North $15^{\circ} 10' 01''$ East 0.04 feet from the northernmost corner of the building known as 145 Main Street.

THENCE running from said beginning point so fixed and running along the said South side of Main Street, as now established, and with the outlines of said Parcel 2 of the above mentioned conveyance to Manis, reversely, and with bearings referred to Annapolis Grid North, South $74^{\circ} 33' 09''$ East 25.85 feet;

THENCE leaving said Main Street, continuing with the outlines of said Parcel 2 of the conveyance to Manis, reversely, South $16^{\circ} 02' 06''$ West 83.81 feet to a corner of a building lying to the east of No. 145 Main Street and at the beginning of the northeasterly 81 foot more or less, line of said Parcel 2 of the conveyance to Manis; said point also being at the same beginning point as in the conveyance from Archie Glickman and Carolyn F. Glickman, his wife, to Carl S. Thomas and Dorothy M. Thomas, his wife, by Deed dated August 15, 1946 and recorded among the said Land Records in JHH 376, page 161;

THENCE running with part of the last or northeasterly 33.82 foot line of the aid conveyance to Thomas, recorded in Liber JHH 376, page 161, reversely, South $34^{\circ} 17' 24''$ West 14.19 feet to a cross-cut in a concrete gutter at the end of the South $72^{\circ} 20'$ East 19.43 foot line of the conveyance from Nick Manis and Helen N. Manis, his wife, to the Mayor and Aldermen of the City of Annapolis, by Deed dated March 16, 1954 and recorded among the said Land Records in Liber JHH 819, page 272;

THENCE with the said line, reversely, North $72^{\circ} 20'$ West 19.43 feet to a cross-mark cut in a concrete walk at the beginning of said line; aid point being further located at the end of the southwesterly 96.5 foot line of Parcel 2 of the above mentioned conveyance to Manis, recorded in Liber JHH 376, page 154;

THENCE with said line, reversely, as now established and surveyed, and running along the east side of the above mentioned alley, leading from Main Street to Gorman Street, North $14^{\circ} 38' 31''$ East 57.13 feet to intersect the West side of the building

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MIGDAL
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P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

known as 145 Main Street;

THENCE running along the said West side of the building known as 145 Main Street and continuing with the said southwesterly 96.5 foot line of Parcel 2 of the above mentioned conveyance to Manis recorded in Liber JHH 376, page 154, North 15° 10' 01" East 39.37 feet to the place of beginning.

BEING the same property which by deed dated May 2, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3883, folio 232 was granted and conveyed unto the within Grantors by George N. Manis.

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MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

After Recording Please Return To:
SNIDER, BUCK & MIGDAL, CHARTERED
P. O. Box 2400
Annapolis, Maryland 21404



285894

BOOK 578 PAGE 333

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 \$21,826.86 Which Was Paid To The Clerk of The Court of Anne Arundel County Upon the Filing of a Modification of Mortgage Agreement.

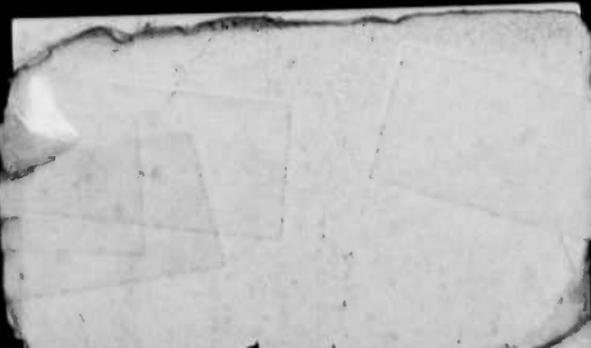
FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTOR: JOHN K. CRUMMEY, DIANA H. CRUMMEY
STEPHEN P. KLING, MARJORIE L. DAVIDSON
c/o John K. Crummey
315 Severn Avenue
Annapolis, MD 21403
2. SECURED PARTY: THE ANNAPOLIS BANKING AND TRUST COMPANY
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Dept.

RECORD FEE 20.00
POSTAGE .50
#380660 C499 R02 T15417
03/12/82
MARY M. ROSE
AA CO. CIRCUIT COURT

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges,

20⁰⁰
25⁰⁰



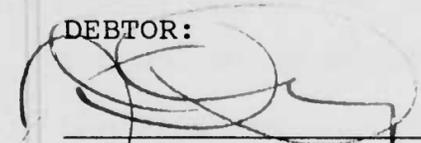
refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and 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 rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- d. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- e. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the

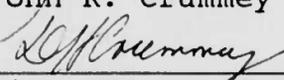
Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

- 4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Extension Agreement to a Mortgage of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the The Annapolis Banking and Trust Company. 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.

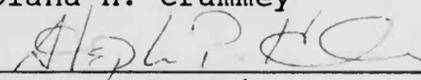
DEBTOR:



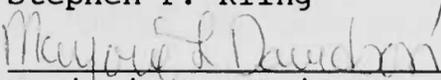
 John K. Crummey



 Diana H. Crummey



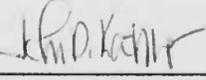
 Stephen P. Kling



 Marjorie L. Davidson

SECURED PARTY:

THE ANNAPOLIS BANKING
 AND TRUST COMPANY

By 

 John P. Koehler
 Vice President

Date: March 3, 1992

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

The Annapolis Banking and Trust Company
 Church Circle
 Annapolis, MD 21401
 Attn: Commercial Loan Department



EXHIBIT "A"

BEGINNING for the same at a point on the southeast side of Severn Avenue 85.5 feet in a northeast direction from the east or southeast corner of Severn Avenue and Fourth Street (formerly Third Street) and running thence northeasterly and with the southeast side of said Severn Avenue 58 feet, thence at right angles to Severn Avenue southeasterly 54 feet, thence at right angles southwesterly 58 feet, thence at right angles northwesterly 54 feet to the southeast side of said Severn Avenue and the point of beginning. Being a part of Lot No. 57 as shown on the plat of Eastport, recorded among the Plat Records of Anne Arundel County in Liber G.W. No. 1, folio 11 and Plat Cabinet No. 2, Rod B-1, Plat 11, now Plat Book No. 11, folio 31. The improvements thereon being known as No. 315 Severn Avenue, Eastport, Annapolis, Maryland.

BEING the same property conveyed unto John K. Crummey and Diane H. Crummey, his wife, and Stephen P. Kling and Marjorie L. Davidson, his wife, by Dean R. Haggard, et al, by deed dated October 21, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4176, folio 571.

FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO RECORDATION TAX

THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND

THE LAND RECORDS OF ANNE ARUNDEL COUNTY AND

THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

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

- 1. NAME AND ADDRESS OF DEBTOR: Anthony Ricci, P.C.
D/B/A Annapolis Chiropractic
Homeland Professional Center II
1610 West Street, Suite 110
Annapolis, Maryland 21401
- 2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland
c/o Office of Economic Development
P.O. Box 2700, 2666 Riva Road, Suite 410
Annapolis, Maryland 21404

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1992 MAR 13 PM 12:22

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

All machinery, fixtures, equipment, furniture, and appliances and all parts, fittings, accessories, special tools and attachments of every kind and nature whatsoever now or hereafter located or contained in or upon improvements located in Anne Arundel County, Maryland as more particularly described in Exhibit A attached to and incorporated by reference in this Financing Statement, and used or usable in connection with any present or future use or operation of the real property or the improvements or any part thereof by Debtor, whether now owned or hereafter acquired by Debtor, together with all replacements and substitutions therefore and all proceeds thereof.

ATTEST:

DEBTOR: ANTHONY RICCI, P.C.

Shelley M. Gross-Wade

Anthony Ricci (SEAL)
Anthony T. Ricci, President

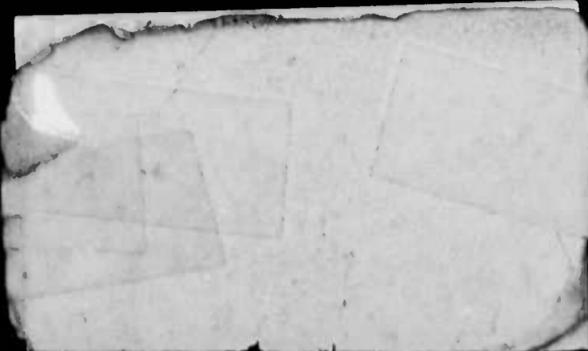
NOTICE TO FILING OFFICER: After recordation, please return to Jamie B. Baer, Senior Assistant County Attorney, Office of Law, P.O. Box 2700, Annapolis, Maryland 21404.



FINANCING STATEMENT

EXHIBIT A

BEING KNOWN AND DESIGNATED as Homeland Professional Center II,
1610 West Street, Suite 110, Annapolis, Maryland 21401 and recorded
among the land records of Anne Arundel County, Maryland at Liber 5438
folio 64.



STATEMENT OF TERMINATION OF
FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO
RECORDATION TAX

 THE FINANCING STATEMENT RECORDS
 OF THE STATE OF MARYLAND

 THE LAND RECORDS OF
 ANNE ARUNDEL COUNTY

THE FINANCING STATEMENT RECORDS OF
 ANNE ARUNDEL COUNTY

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

1. NAME AND ADDRESS OF DEBTOR: Sher-Lo Properties, Inc.
2140 Renard Court (formerly 137
Gibraltar Street)
Annapolis, Maryland 21401
2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland
c/o Office of Law
P. O. Box 2700 (formerly P. O. Box
1831)
Annapolis, Maryland 21404
3. This statement refers to the original Financing
Statement filed among:

 The Financing Statement Records of the State of
 Maryland

DATE: September 29, 1988

LIBER 3063 FOLIO 1232

IDENTIFYING NUMBER 082728451

 The Land Records of Anne Arundel County

DATE: May 26, 1989

LIBER 4857 FOLIO 590

The Financing Statement Records of Anne Arundel
 County

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1992 MAR 13 PM 12:22



DATE: September 13, 1988 (Duplicate filing
October 6, 1988)
LIBER 532 FOLIO 91 (Duplicate filing Liber 533,
Folio 116)

IDENTIFYING NUMBER 274509 (Duplicate filing No.
27490)

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

SECURED PARTY:

Anne Arundel County, Maryland

By: *[Signature]* (SEAL)

Title: *Chief Administrative Officer*

NOTICE TO FILING OFFICER: After recordation, please return
to Jamie B. Baer, Senior Assistant County Attorney, Office
of Law, P. O. Box 2700, Annapolis, Maryland 21404.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 285896

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

If transaction or transactions wholly 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 CHESAPEAKE IRRIGATION SYSTEMS, INC.
Address 405 HEADQUARTERS DR. MILLERSVILLE, MD 21108

2. SECURED PARTY

Name CAPITAL FORKLIFT
Address 9950 WASHINGTON BLVD LAUREL, MD 20707

Person And Address To Whom Statement Is To Be Returned 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 RECONDITIONED YALE FORKLIFT TRUCK
MODEL ERC-30 SERIAL #N369943

Name and address of Assignee
CITICORP DEALER FINANCE
3930 EDISON LAKES PKWY
MISHAWAKA, IN 46545

~~"THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY"~~

4 "THIS IS A LEASE." *tw*

CHECK THE LINES WHICH APPLY

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

RECORD FEE 11.00

POSTAGE .50

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

REGISTERED COPY 1005 1121-40

03/13/92

(Proceeds of collateral are also covered)

MARY M. ROSE

(Products of collateral are also covered)

SA CO. CIRCUIT COURT

CHESAPEAKE IRRIGATION SYSTEMS, INC.
(Signature of Debtor)

Type or Print Above Name on Above Line
[Signature]
(Signature of Debtor)

CAPITAL FORKLIFT

Eddie Weinstein
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Eddie Weinstein Pres.
Type or Print Above Signature on Above Line

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement _____
Date of Filing _____
Maturity date (if any) _____

Record Reference *Liber 545 Folio 250*

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
KMS GROUP INC	8808	CENTRE PARK DRIVE	COLUMBIA	MD 21045

Name of Secured Party or assignee	No.	Street	City	State
MARYLAND NATIONAL BANK	10	LIGHT STREET, 19TH FLOOR	BALTIMORE	MARYLAND 21203

CHECK APPLICABLE STATEMENT

CONTINUATION
The original Financing Statement identified above by file number is still effective.

TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

RELEASE PARTIAL
From the property described in the original Financing Statement identified above, the property described below is released.

ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER
LOT 4, AS SHOWN ON THE PLAT ENTITLED, "RESUBDIVISION OF PINEY ORCHARD, P.U.D. PHASE 1 PARCEL 4 (3B) PHASE A, CHESTNUT GABLE AT PINEY ORCHARD, A CONDOMINIUM APARTMENT SAID PLAT BEING RECORD AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN CONDOMINIUM PLAT BOOK E-55, PAGE 28, PLAT NO E-2928.

Debtor(s) or assignor(s)

(Type or print name under signature)

Maryland National Bank (Seal)
(Corporate, Trade or Firm Name)

W. A. Kulick

Signature of Secured Party or assignee

William A. Kulick, Vice President

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

\$10.00
 .50
\$10.50

NVR SETTLEMENT SERVICES, L.P.
12350 Middlebrook Rd., #211
Germantown, MD 20874

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement _____
Date of Filing _____ Record Reference *Liber 524 Folio 226*
Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
KMS GROUP INC	8808	CENTRE PARK DRIVE	COLUMBIA	MD 21045

Name of Secured Party or assignee	No.	Street	City	State
MARYLAND NATIONAL BANK	10	LIGHT STREET, 19TH FLOOR	BALTIMORE	MARYLAND 21203

CHECK APPLICABLE STATEMENT

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

LOT 4, AS SHOWN ON THE PLAT ENTITLED, "RESUBDIVISION OF PINEY ORCHARD, P.U.D. PHASE 1 PARCEL 4 (3B) PHASE A, CHESTNUT GABLE AT PINEY ORCHARD, A CONDOMINIUM APARTMENT SAID PLAT BEING RECORD AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN CONDOMINIUM PLAT BOOK E-55, PAGE 28, PLAT NO E-2928.

Debtor(s) or assignor(s)

(Type or print name under signature)

Maryland National Bank (Seal)
(Corporate, Trade or Firm Name)
W. A. Kulick
Signature of Secured Party or assignee
William A. Kulick, Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in Ink)

\$10.00
.50
\$10.50

NVR SETTLEMENT SERVICES, L.P.
12050 Middlebrook Rd., #211
Germantown, MD 20874

Clerk of Court, Anne Arundel County
Financing Statement Records
Court House
7 Church Circle
Annapolis, Maryland 21401

BOOK 578 PAGE 344

Continuation of Original Financing Statement Dated
May 14, 1987 and identified as Liber 512 and Folio 215

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

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

1. NAME AND ADDRESS OF DEBTOR:

Galesville Yacht Yard, Inc.
P.O. Box 243
Galesville, Maryland 20765

RECORD FEE 10.00 /
POSTAGE .50
#384280 C489 R02 T13#13
03/16/92
MARY H. ROSE
AA CO. CIRCUIT COURT

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- 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.
- 1987 MY Wiggins Marine Bull Forklift Model #WD 75 Serial # H- Wiggins WLC871055

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

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ 25,145.53

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: John P. Koehler, Vice Pres.

John P. Koehler, Vice President
(Type Name and Title)

DEBTOR:

Galesville Yacht Yard, Inc.

P.O. Box 243

Galesville, Maryland 21065

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

10.00
50

285898

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

FINANCING STATEMENT

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

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>
JENNIE JI HYANG RIM TEA YOUNG CHEA T/A CROFTON LIQUORS	1641 ROUTE 3 CROFTON MD 21114

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

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

3. This Financing Statement covers the following types (or items) of property (the collateral):
ALL OF BORROWER'S ACCOUNTS RECEIVABLE, CONTRACT RIGHTS
AND INVENTORY, NOW OWNED OR HEREAFTER ACQUIRED, AND THE
PROCEEDS AND PRODUCTS THEREOF.

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)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
JENNIE JI HYANG RIM TEA YOUNG CHEA T/A CROFTON LIQUORS	THE CITIZENS NATIONAL BANK

By: Jennie Ji Hyang Rim
Jennie Ji Hyang Rim

By: Jack E. Thomas
Jack E. Thomas
Vice President

By: Tea Young Chea
Tea Young Chea

Type or print all names and titles under signatures.

15-2

FINANCING STATEMENT

File No

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

<p>1. DEBTOR(S) and Address(es)</p> <p>Miracle Services Incorporated 2605 Cabover Drive, Suite 3 Hanover, Maryland 21076</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Rene Vick 22002-0314</p> <p>Return to Secured Party</p>
--	---

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

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

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

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

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

E. Other.

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: \$ 750,000.00

DEBTOR:

Miracle Services Incorporated
(Type Name)

✓ By: [Signature]
By: _____

SECURED PARTY:

SIGNET BANK/MARYLAND

By: [Signature]

William C. O'Connor, Jr., VP
(Type Name)

March 5, 1992 19____
(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.

11-105-5

RECORDATION TAX CALCULATION

BOOK 578 PAGE 347

To Anne Arundel County Court House

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

<u>Equipment and Other Non-Exempt Property</u>	x	Total Amount of Debt	=	Amount Not Exempt from Tax
<u>Total Value of All Collateral</u>				
<u>\$ 40,000.00</u>	x	\$ 750,000	=	\$ 15,000.00
\$ 1,818,000.00				



STATE OF MARYLAND

BOOK 578 PAGE 348

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266586

RECORDED IN LIBER 509 FOLIO 494 ON March 12, 1987 (DATE) (3/5/87)

1. DEBTOR

Name Stanley Engineering Company, Inc.

Address 108 Penrod Building #5; Glen Burnie, MD 21061

2. SECURED PARTY

Name Heller Financial, Inc.

Address 200 N. LaSalle Street; Chicago, IL 60601

Pat Killmayer - Stanley Engineering - 180 Pen rod Ct. Bldg. #F; Glen Burnie 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above. MD

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"

filed with Anne Arundel County Clerks Office
25035 0103567-001

Dated March 2, 1992

Denise Rakau
(Signature of Secured Party)
Heller Financial, Inc.

Type or Print Above Name on Above Line



I hereby certify that I Paid recordation tax in the amount of \$24.50 to Anne Arundel County

Shirley H. Lee

BOOK 578 PAGE 349

285900

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 3 500.00
- To Be Recorded In Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Richard B. Handelman, P.A.
1414 Crain Highway
 (Name)
Glen Burnie, Maryland 21061
 (Address)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Richard P. Deller
 (Name of Loan Officer)
18 West Street
 (Address)
Annapolis, Maryland 21401

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

ALL ASSETS

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

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

Located at 1414 Crain Highway, Suite 9A, Glen Burnie, Maryland 21061
 Record Owner, if different from the Debtor: _____

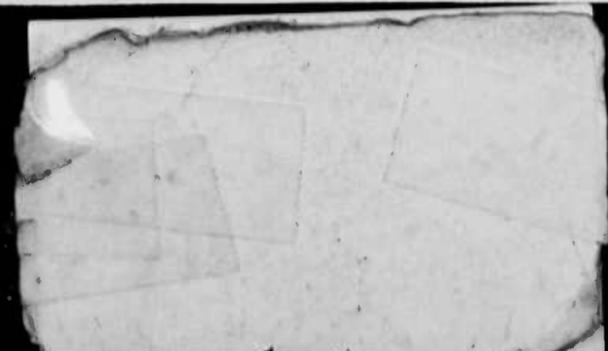
3. Products of the collateral are also specifically covered.

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

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)
Richard B. Handelman
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)
 _____ (Seal)
 _____ (Seal)
 (Signature)
Richard P. Deller
 (Print or Type Name)

11/2/82



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 3/6/92 does not create a Sec/Interest Agreement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 285901

Name LODIGIANI USA CONSTRUCTION
Address 8505 Telegraph Rd., Odenton, MD 21113

2. SECURED PARTY

Name FURNIVAL/STATE MACHINERY COMPANY
Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

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

One Dresser model 870
Motor Grader
SN: 100623

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

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)

(Products of collateral are also covered)

LODIGIANI USA CONSTRUCTION

C.K. Overson
(Signature of Debtor)

C.K. Overson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FURNIVAL/STATE MACHINERY COMPANY

Roy Neal
(Signature of Secured Party)

Roy Neal
Type or Print Above Signature on Above Line

10



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

285902

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 3/6/92 does not create a Sec/Interest Agreement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LODIGIANI USA CONSTRUCTION

Address 8505 Telegraph Rd., Odenton, MD 21113

2. SECURED PARTY

Name FURNIVAL/STATE MACHINERY COMPANY

Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

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

One Komatsu D66S-1
Crawler Loader
SN: 01791

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

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)

(Products of collateral are also covered)

LODIGIANI USA CONSTRUCTION

[Signature]
(Signature of Debtor)

[Signature]
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FURNIVAL/STATE MACHINERY COMPANY

[Signature]
(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 3/6/92 does not create a Sec/Interest Agreement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285903

Name LODIGIANI USA CONSTRUCTION
Address 8505 Telegraph Rd., Odenton, MD 21113

2. SECURED PARTY

Name FURNIVAL/STATE MACHINERY COMPANY
Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

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

One Dresser 412B
Scraper
SN: 17112

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

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)
 (Products of collateral are also covered)

LODIGIANI USA CONSTRUCTION

C. R. Olverson
(Signature of Debtor)

C. R. Olverson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FURNIVAL/STATE MACHINERY COMPANY

Roy Neal VP Sales
(Signature of Secured Party)

Roy Neal
Type or Print Above Signature on Above Line



12.50

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 3/10/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285904

Name ROBERT & LINDA FOLEY
Address 329 EDGEEMERE DR ANNAPOLIS MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC.
Address 24 B DEFENSE ST.
ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any) _____

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

- 1 - CHERRY CURIO
- 1 - SOFA
- 1 - COCKTAIL TABLE
- 1 - COMMEND
- 1 - OVAL END
- 1 - ENTERT. CTR.
- 1 - WING CHAIR COTTOMAN
- 1 - CHAIR

CHECK THE LINES WHICH APPLY

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

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

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

1250
 5
Robert J. Foley Jr.
 (Signature of Debtor)
ROBERT FOLEY
 Type or Print Above Name on Above Line
Linda C. Foley
 (Signature of Debtor)
LINDA FOLEY
 Type or Print Above Signature on Above Line

Michael Gordon
 (Signature of Secured Party)
MICHAEL GORDON
 Type or Print Above Signature on Above Line



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 3/10/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285905

Name KEVIN BOLTON

Address 1721 WALLEYE DR CROFTON MD 21114

2. SECURED PARTY

Name NORWEST FINANCIAL MD INC.

Address 24 B DEFENSE ST ANNAPOLIS MD 21401

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

3. Maturity date of obligation (if any) 3/10/95

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

MEMOREX 19" TV

TOSHIBA 19" TV

RECORD FEE 11.00
POSTAGE .50
MARCH 10 1992
03/10/92
CLERK OF 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)

11/8
Kevin Bolton
(Signature of Debtor)

KEVIN BOLTON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael Gordy
(Signature of Secured Party)

MICHAEL D GORDY
Type or Print Above Signature on Above Line



285,906

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 02-20-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address: PATCO DISTRIBUTORS, Inc. P.O. Box 946, 10 N. Taylor Ave. Annapolls, 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 Bank of Maryland 2661 Riva Road, Building 700 Annapolls, MD 21401	Name and address of Assignee
---	------------------------------

Date of maturity, if any	Check if proceeds/products of collateral are covered (X)
--------------------------	--

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

Specific automobile(s) purchased for conversion to limousines or hearses, as follows: 1992 Cadillac Presidential 45' Stretch, Color Black #410, Serial #1G6TW5479NR708841. ; 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.

PATCO DISTRIBUTORS, Inc.
J. Patrick Henry
 By: J. Patrick Henry, President
 Signature of Debtor

Bank of Maryland
Scott R. Beerman, VP
 Signature of Secured Party

11-50



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

REORDER FROM
Registre, Inc.
514 PIERCE ST.
ANOKA, MN 55303
(612) 421-1713

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgement.

8-595-8251

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)
 COMDISCO INC
 742-760 OLD HAMMONDS
 FERRY RD
 LINTHICUM HTS, MD 21090

2. Secured Party(ies) and address(es)
 IBM CREDIT CORPORATION
 DEPT. C4D MS 7A
 290 HARBOR DRIVE
 STAMFORD, CT 06904

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. BK576 PG64
JAN 3 92
 ANNE ARUNDEL COUNTY

Filed with _____ Date Filed 19

5. **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
3. **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 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.
- Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
- Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

IBM CREDIT CORPORATION

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

By: Robert Murphy
Signature of Secured Party

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



FINANCING STATEMENT

- To be recorded among the Land Records of Anne Arundel City/County, Maryland.
- To be recorded among the Financing Statement Records of Anne Arundel City/County, Maryland.
- To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- Recordation Tax has been paid on the principal amount of \$200,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel City/County, Maryland.
- Not subject to recordation tax.

DEBTOR:

ADDRESS:

WILLIAM H. DURR, JR. 8083 Ventnor Rd.,
AND CAROL A. DURR Pasadena, Md. 21122

SECURED PARTY:

ADDRESS:

THE ANNAPOLIS BANKING P. O. Box 311
AND TRUST COMPANY Annapolis, Maryland 21404

18
10

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

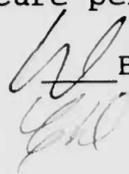
- (a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (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") including boatslips, 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 March 16th, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of WILLIAM A. BUSIK and RANDALL A. ROBEY, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property, including, but not limited to boatslips. 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

 Borrower's Initials

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.

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.

DEBTOR:
William H. Durr
WILLIAM H. DURR, JR.
Carol A. Durr
CAROL A. DURR

SECURED PARTY:
THE ANNAPOLIS BANKING AND TRUST COMPANY
BY: William A. Buck

Mr. Clerk:

Please return to: Snider, Buck & Migdal
P. O. Box 2400, Annapolis, Md. 21404

WD Borrower's Initials
CD

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855



EXHIBIT "A"

BEING KNOWN AND DESIGNATED AS Lot No. 114 in Ventnor, as the same is shown on the Plat of Ventnor which is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 10, page 22.

BEING the same property which by deed dated December 15, 1972 and recorded among the Land Records of Anne Arundel County in Liber 2554, folio 167 was granted and conveyed unto the within Grantors by William R. Gilroy and Doris L. Gilroy.

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

Mail to



THIS TRANSACTION IS SUBJECT
TO RECORDATION TAXES ON THE
AMOUNT OF \$ 195,000.00
WHICH HAVE BEEN PAID TO THE
CLERK OF THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. DEBTOR(S): W. DARRELL GUY and SANDRA LYNN GUY, his wife
7996 Scotts Manor Court
Glen Burnie, Maryland 21061

RECORD FEE 14.00
POSTAGE .50
#385350 C489 R02 T15:55
03/17/98

2. SECURED: Regal Savings Bank
10123 Reisterstown Road
Owings Mills, Maryland 21117

MARY H. ROSE
AA CO. CIRCUIT COURT

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

DEBTOR(S):

W. Darrell Guy
W. DARRELL GUY

Sandra Lynn Guy
SANDRA LYNN GUY

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO:
Dackman and Heyman
2221 Maryland Avenue
Baltimore, Maryland 21218

D&H #8051

14⁰⁰
12

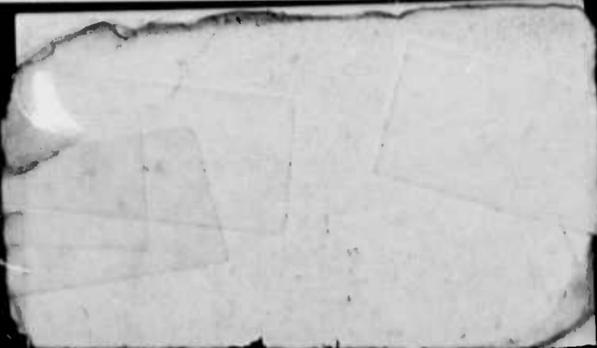


EXHIBIT "A"

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 cabinest, 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.

(c) Inventory.

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 improvments now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcel(s) are more fully described:

BEGINNING for the same at a boundary stone found at the end of the South 37 degree 30 minute East 49.6 perch line of the conveyance by Reginal D. Woodward to Thomas Crandall by Deed dated January 8, 1952, and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 1, folio 22; thence leaving said beginning point so fixed and running reversely with the part of said line, as corrected for magnetic variation, North 31 degrees 58 minutes West 524.85 feet to an iron pipe now set on the northeastern side of a stone; thence leaving the outlines and running through the whole Brooks tract South 55 degrees 34 minutes West 885.0 feet to an iron pipe, distant South 44 degrees 58 minutes East 1514.27 feet from a boundary stone found at the top of a high hill, marked "R.H.W.W. 1775", said stone being the beginning of the whole tract conveyed by Mary D. Weems, et. al., to Regnal D. Woodward by Deed dated December 12, 1839, and recorded among the Land Records of Anne Arundel County now of the Maryland State Hall of Records, in Liber W.S.G. No. 24, folio 595;

said point being distant North 55 degrees 34 minutes East 61.38 feet from an old hedgerow and fence; thence running with part of the first line of said conveyance, as corrected for magnetic variation South 44 degrees 58 minutes East 482.23 feet to the end of said line; thence running still with the outlines, as corrected for magnetic variation, South 41 degrees 02 minutes West 78.39 feet and South 54 degrees 58 minutes East 77.65 feet to the center of a right of way or roadway running through the Brooks property to the property of Maud Edgell, said right of way being conveyed by George Brooks to William B. Thomas and Robert H. Pollock by Deed dated March 5, 1900, and recorded among said Land Records in Liber G.W. No. 17, folio 6; thence leaving the outlines and running with the center line of said right of way, North 40 degrees 24 minutes East 496.12 feet to an iron pipe now set at a bend in said road; thence leaving said road and running North 69 degrees 55 minutes East 355.15 feet to the point of beginning. Containing 9.41 acres.

TOGETHER WITH AND SUBJECT TO the right to use in common with others the right of way or roadway referred to in the Deed from George Brooks to William B. Thomas and Robert H. Pollock, recorded in Liber G.W. No. 17, folio 6; said right of way to be 20 feet on either side of the herein described center line; Beginning at the end of the South 54 degree 58 minute East 77.65 foot line of the above described lot and running North 40 degrees 24 minutes East 496.12 feet; thence running with the center of the road now in use, North 28 degrees 11 minutes West 177.11 feet; North 6 degrees 13 minutes West 140.76 feet, North 43 degrees 50 minutes West 231.9 feet, North 53 degrees 34 minutes West 206.43 feet, North 43 degrees 40 minutes West 257.87 feet, North 23 degrees 36 minutes West 204.55 feet, North 28 degrees 46 minutes West 386.78 feet and North 47 degrees 37 minutes West 447.1 feet to the point of ending in the center of the County Road from Waterbury to St. Stephen's Church.

D&H #8051

STATE OF MARYLAND

Anne Arundel County

BOOK 578 PAGE 364

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~239150-C263-R01~~
RECORDED IN LIBER 574 FOLIO 196 ON November 8, 1991 (DATE) 284994

1. DEBTOR

Name Sonex Research, Inc.
Address 23 Hudson Street, Annapolis, MD 21401

2. SECURED PARTY

Name Proactive Partners, L.P. and Lagunitas Partners, L.P.
Address 50 Osgood Place, Penthouse, San Francisco, CA 94133

George E. Ponticas, 23 Hudson Street, Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) February 13, 1992

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#385240 C489 R02 T15:13
03/17/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Proactive Partners, L.P. Lagunitas Partners, L.P.

Dated 3/16/92

By: Charles C. McGettigan

(Signature of Secured Party)

By: Jon D. Gruber

Charles C. McGettigan

Jon D. Gruber

Type or Print Above Name on Above Line

NOT SUBJECT TO RECORDATION TAX

BOOK 578 PAGE 385

C:MN500805.FIS
0960:L
01/22/92

INDEMNITY FINANCING STATEMENT

285909

TO BE RECORDED AMONG
THE FIRST RECORDS OF
ANNAPOLIS COUNTY

RECORD FEE 16.00

POSTAGE .50

#009930 0191 003 109421

03/18/92

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

MARY H. ROSE

1. NAME AND ADDRESS
OF INDEMNITOR:

LEGCO ASSOCIATES
THE EAST SIDE JOINT VENTURE
HIGH TECH ASSEMBLAGE
HIDDEN ROCK TRIBE
SCARLETT HARBOR ASSOCIATES
LIMITED PARTNERSHIP
2066 Lord Baltimore Drive
Baltimore, Maryland 21207

CIRCUIT COURT

79

2. NAME AND ADDRESS
OF SECURED PARTY:

MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attn: Real Estate Industries
Group

RECORD FEE 16.00

POSTAGE .50

#009930 0191 003 109421

03/18/92

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

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

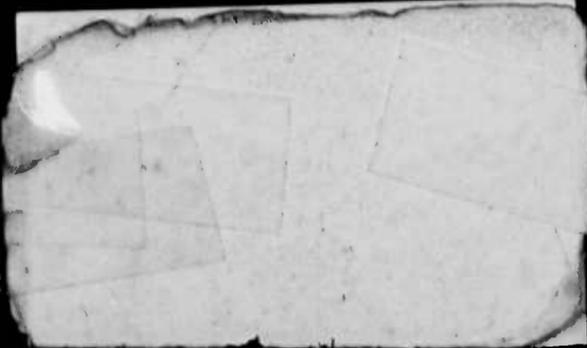
RECORD FEE 16.00

POSTAGE .50

#009930 0191 003 109421

03/18/92

66-50



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 Indemnity 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 Constance M. Grimes and Margaret D. Kirmil, as Trustees, and the Secured Party.

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

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

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

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

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

condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Indemnity Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Indemnitor certifies that no recordation tax is payable in connection with the recording of this Indemnity Financing Statement.

6. The record owner of the Land is the Indemnitor.

INDEMNITOR:

LEGCO ASSOCIATES

By: Leroy M. Merritt
Leroy M. Merritt
General Partner

THE EAST SIDE JOINT VENTURE

By: Leroy M. Merritt
Leroy M. Merritt
General Partner

HIGH TECH ASSEMBLAGE

By: Leroy M. Merritt
Leroy M. Merritt
General Partner

HIDDEN ROCK TRIBE

By: Leroy M. Merritt
Leroy M. Merritt
General Partner

SCARLETT HARBOR ASSOCIATES LIMITED
PARTNERSHIP

By: *Leroy M. Merritt*
Leroy M. Merritt
General Partner

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

Donna L. Los
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202



Exhibit A

Hidden Rock

BOOK 578 PAGE 369

PARCEL VIII

BEING KNOWN AND DESIGNATED as Parcel 'A-3' as shown on the Plat entitled "COLUMBIA, E.G.U. SUBDIVISION, SECTION 2, AREA 3, PARCEL A-3, a Resubdivision of Parcel A-2 and C-2" and recorded among the Land Records of Howard County, Maryland as Plat No. 6725, containing 11.983 acres, more or less.



Lesco

BOOK 578 PAGE 370

LEGAL DESCRIPTION

PARCEL I

BEING KNOWN AND DESIGNATED as Lot No. 1, containing 8.611 acres, more or less, as shown on a Plat entitled "Final Subdivision Plat Part of the Property of ARMCO", which Plat is recorded among the Land Records of Baltimore City in Plat Folder SEB 3014.



PARCEL IX

BEGINNING FOR THE FIRST THEREOF and being known and designated as Commercial Condominium Units A-1 through A-92, inclusive, Units B-1 through B-148, inclusive, Units C-1 through C-50, inclusive, Units D-1 through D-171, inclusive, Units E-1 through E-178, inclusive, Units F-1 through F-178, inclusive, Units G-1 through G-178, inclusive, Units H-1 through H-178, inclusive, Units J-1 through J-185, inclusive, Units K-1 through K-165, inclusive, and Units L-1 through L-149, inclusive, of the SCARLETT PLACE COMMERCIAL CONDOMINIUM as set forth and described in Scarlett Place Commercial Condominium Regime Declaration and By-Laws dated December 31, 1986 by Scarlett Harbor Associates Limited Partnership as recorded among the Land Records of Baltimore City in Liber 1122, folio 339; First Amendment of Declaration of Scarlett Place Commercial Condominium dated December 28, 1988 and recorded among the aforesaid Land Records in Liber 2028, folio 184; Second

Amendment of Declaration of Scarlett Place Commercial Condominium dated November 28, 1990 and recorded in Liber 2701, folio 029; and Third Amendment of Declaration and First Amendment to By-Laws of Scarlett Place Commercial Condominium dated November 28, 1990 and recorded in Liber 2701, folio 085, and as shown on the Condominium Plats entitled "SCARLETT PLACE COMMERCIAL CONDOMINIUM", which Plats are recorded among the Land Records of Baltimore City as Condominium Plat No. 190.

TOGETHER WITH an undivided percentage interest in the common elements, the common expenses and the common profits as described in said Declaration, By-Laws and Amendments of Declaration of Scarlett Place Commercial Condominium and as shown on said Plats.

BEGINNING FOR THE SECOND thereof and being known and designated as Commercial Condominium Units M-1 through M-10, both inclusive, of the SCARLETT PLACE COMMERCIAL CONDOMINIUM as set forth and described in Scarlett Place Commercial Condominium, Condominium Regime Declaration and By-Laws dated December 31, 1986 by Scarlett Harbor Associates Limited Partnership as recorded among the Land Records of Baltimore City in Liber 1122, folio 339; First Amendment of Declaration of Scarlett Place Commercial Condominium dated December 28, 1988 and recorded among the aforesaid Land Records in Liber 2028, folio 184; Second Amendment of Declaration of Scarlett Place Commercial Condominium dated November 28, 1990 and recorded in Liber 2701, folio 029; and Third Amendment of Declaration and First Amendment to By-Laws of Scarlett Place

Commercial Condominium dated November 28, 1990 and recorded in Liber 2701, folio 085; and as shown on the Condominium Plats entitled "SCARLETT PLACE COMMERCIAL CONDOMINIUM", Sections C-4-B through C-14", containing 6 sheets as recorded among the Land Records of Baltimore City as Plat No. SEB 263.

TOGETHER WITH an undivided percentage interest in the common elements, the common expenses and the common profits as described in said Declaration, By-Laws and Amendments of Declaration of Scarlett Place Commercial Condominium and as shown on said Plats.

BEGINNING FOR THE THIRD and being known and designated as Parking Condominium Units 100 through 108, inclusive, Units 110 through 114, inclusive, Units 116 through 140, inclusive, Units 142 and 144, Units 146 through 149, inclusive, Units 151 through 153, inclusive, Units 202 through 216, inclusive, Units 218 through 228, inclusive, Units 318, 409, 410, 412, 413, 500, 501, 621, 623, 700,

716, and 742, inclusive, of the SCARLETT PLACE PARKING CONDOMINIUM, as shown on the Condominium Plats entitled "SCARLETT PLACE PARKING CONDOMINIUM", which Plat is recorded among the Land Records of Baltimore City in Liber SEB 216; and Units 141, 145, 150 and 303A, inclusive, as shown on Plats attached to the First Amendment of Declaration and Plats of SCARLETT PLACE PARKING CONDOMINIUM dated October 4, 1990, as recorded among the Land Records of Baltimore City as Liber 2632, folio 023, as set forth and described in Scarlett Place Parking Condominium, Condominium Regime Declaration dated December 29, 1987 by Scarlett Harbor Associates Limited Partnership and recorded among the Land Records of Baltimore City in Liber SEB 1560, folio 471, and as amended by First Amendment to Declaration and Plats of Scarlett Place Parking Condominium dated October 4, 1990 and recorded among the Land Records of Baltimore City in Liber 2632, folio 023.

TOGETHER WITH an undivided percentage interest in the common elements, the common expenses and the common profits as described in said Declaration, By-Laws and Amendments of Declaration of Scarlett Place Commercial Condominium and as shown on said Plats.

SUBJECT TO AND TOGETHER WITH the benefits of: (a) Disposition Agreement dated June 4, 1986 between the Mayor and City Council of Baltimore and Scarlett Harbor Associates Limited Partnership and recorded among the Land Records of Baltimore City in Liber 914, folio 208, et seq., and (b) Declaration of Easements, Covenants, Conditions and Restrictions made by Scarlett Harbor Associates Limited Partnership and recorded among the aforesaid Land Records in Liber 1122, folio 254, et seq., First Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions dated December 28, 1988 and recorded among the Land Records of Baltimore City in Liber 2028, folio 190; Second Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions recorded among the aforesaid Land Records in Liber 2049, folio 260 and Plat entitled "Subdivision of Scarlett Place" recorded among the aforesaid Plat Records as Plat No. 3126.



PARCEL IX

BEGINNING FOR THE FIRST THEREOF and being known and designated as Commercial Condominium Units A-1 through A-92, inclusive, Units B-1 through B-148, inclusive, Units C-1 through C-50, inclusive, Units D-1 through D-171, inclusive, Units E-1 through E-178, inclusive, Units F-1 through F-178, inclusive, Units G-1 through G-178, inclusive, Units H-1 through H-178, inclusive, Units J-1 through J-185, inclusive, Units K-1 through K-165, inclusive, and Units L-1 through L-149, inclusive, of the **SCARLETT PLACE COMMERCIAL CONDOMINIUM** as set forth and described in Scarlett Place Commercial Condominium Regime Declaration and By-Laws dated December 31, 1986 by Scarlett Harbor Associates Limited Partnership as recorded among the Land Records of Baltimore City in Liber 1122, folio 339; First Amendment of Declaration of Scarlett Place Commercial Condominium dated December 28, 1988 and recorded among the aforesaid Land Records in Liber 2028, folio 184; Second

Amendment of Declaration of Scarlett Place Commercial Condominium dated November 28, 1990 and recorded in Liber 2701, folio 029; and Third Amendment of Declaration and First Amendment to By-Laws of Scarlett Place Commercial Condominium dated November 28, 1990 and recorded in Liber 2701, folio 085, and as shown on the Condominium Plats entitled "**SCARLETT PLACE COMMERCIAL CONDOMINIUM**", which Plats are recorded among the Land Records of Baltimore City as Condominium Plat No. 190.

TOGETHER WITH an undivided percentage interest in the common elements, the common expenses and the common profits as described in said Declaration, By-Laws and Amendments of Declaration of Scarlett Place Commercial Condominium and as shown on said Plats.

BEGINNING FOR THE SECOND thereof and being known and designated as Commercial Condominium Units M-1 through M-10, both inclusive, of the **SCARLETT PLACE COMMERCIAL CONDOMINIUM** as set forth and described in Scarlett Place Commercial Condominium, Condominium Regime Declaration and By-Laws dated December 31, 1986 by Scarlett Harbor Associates Limited Partnership as recorded among the Land Records of Baltimore City in Liber 1122, folio 339; First Amendment of Declaration of Scarlett Place Commercial Condominium dated December 28, 1988 and recorded among the aforesaid Land Records in Liber 2028, folio 184; Second Amendment of Declaration of Scarlett Place Commercial Condominium dated November 28, 1990 and recorded in Liber 2701, folio 029; and Third Amendment of Declaration and First Amendment to By-Laws of Scarlett Place

Commercial Condominium dated November 28, 1990 and recorded in Liber 2701, folio 085; and as shown on the Condominium Plats entitled "SCARLETT PLACE COMMERCIAL CONDOMINIUM", Sections C-4-B through C-14", containing 6 sheets as recorded among the Land Records of Baltimore City as Plat No. SEB 263.

TOGETHER WITH an undivided percentage interest in the common elements, the common expenses and the common profits as described in said Declaration, By-Laws and Amendments of Declaration of Scarlett Place Commercial Condominium and as shown on said Plats.

BEGINNING FOR THE THIRD and being known and designated as Parking Condominium Units 100 through 108, inclusive, Units 110 through 114, inclusive, Units 116 through 140, inclusive, Units 142 and 144, Units 146 through 149, inclusive, Units 151 through 153, inclusive, Units 202 through 216, inclusive, Units 218 through 228, inclusive, Units 318, 409, 410, 412, 413, 500, 501, 621, 623, 700,

716, and 742, inclusive, of the SCARLETT PLACE PARKING CONDOMINIUM, as shown on the Condominium Plats entitled "SCARLETT PLACE PARKING CONDOMINIUM", which Plat is recorded among the Land Records of Baltimore City in Liber SEB 216; and Units 141, 145, 150 and 303A, inclusive, as shown on Plats attached to the First Amendment of Declaration and Plats of SCARLETT PLACE PARKING CONDOMINIUM dated October 4, 1990, as recorded among the Land Records of Baltimore City as Liber 2632, folio 023, as set forth and described in Scarlett Place Parking Condominium, Condominium Regime Declaration dated December 29, 1987 by Scarlett Harbor Associates Limited Partnership and recorded among the Land Records of Baltimore City in Liber SEB 1560, folio 471, and as amended by First Amendment to Declaration and Plats of Scarlett Place Parking Condominium dated October 4, 1990 and recorded among the Land Records of Baltimore City in Liber 2632, folio 023.

TOGETHER WITH an undivided percentage interest in the common elements, the common expenses and the common profits as described in said Declaration, By-Laws and Amendments of Declaration of Scarlett Place Commercial Condominium and as shown on said Plats.

SUBJECT TO AND TOGETHER WITH the benefits of: (a) Disposition Agreement dated June 4, 1986 between the Mayor and City Council of Baltimore and Scarlett Harbor Associates Limited Partnership and recorded among the Land Records of Baltimore City in Liber 914, folio 208, et seq., and (b) Declaration of Easements, Covenants, Conditions and Restrictions made by Scarlett Harbor Associates Limited Partnership and recorded among the aforesaid Land Records in Liber 1122, folio 254, et seq., First Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions dated December 28, 1988 and recorded among the Land Records of Baltimore City in Liber 2028, folio 190; Second Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions recorded among the aforesaid Land Records in Liber 2049, folio 260 and Plat entitled "Subdivision of Scarlett Place" recorded among the aforesaid Plat Records as Plat No. 3126.

PARCEL VI

BEGINNING FOR THE SAME on the west side of Candlewood Road, of variable width, at the point designated 1 as shown on the Plat entitled "Block 'E', Parcel 'B', Baltimore Commons Business Park" dated June 10, 1981, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 4336, Book 83, page 11, thence binding on the west side of said Candlewood Road, as shown on the amended Plat entitled "Block 'A', Baltimore Commons Business Park" recorded August 18, 1978, among the Plat Records of Anne Arundel County, Maryland as Plat No. 3642, Book 69, Page 17, the six following lines: (1) South 16 degrees 55 minutes 01 seconds East (previously erroneously referred to as South 16 degrees 55 minutes 01 seconds West) 11.40 feet, (2) southerly by a curve to the right having a radius of 723.94 feet for the distance of 216.11 feet, said curve being subtended by a chord bearing South 08 degrees 21 minutes 54.5 seconds East 215.31 feet, (3) southerly by a curve to the right having a radius of 195.89 feet for the distance of 19.52 feet, said curve being subtended by a chord bearing South 03 degrees 02 minutes 31 seconds West 19.52 feet, (4) South 05 degrees 53 minutes 50 seconds West 45.31 feet, (5) southerly by a curve to the left having a radius of 1112.19 feet for the distance of 110.85 feet, said curve being subtended by a chord bearing South 03 degrees 02 minutes 31 seconds West 110.80 feet and (6) southerly by a curve to the right having a radius of 165.00 feet for the distance of 42.72 feet, said curve being subtended by a chord bearing South 07 degrees 36 minutes 15 seconds West 42.60 feet to the cut-off leading to the north side of Dorsey Road, thence binding on said cut-off the three following lines: (7) southwesterly by a curve to the right having a radius of 50.00 feet for the distance of 52.65 feet, said curve being subtended by a chord bearing South 45 degrees 11 minutes 12 seconds West 50.25 feet, (8) westerly by a curve to the right having a radius of 165.00 feet for the distance of 42.72 feet, said curve being subtended by a chord bearing South 82 degrees 46 minutes 09 seconds West 42.60 feet and (9) South 00 degrees 11 minutes 12 seconds West 14.15 feet to the north side of Dorsey Road, thence binding on said side of said Road, the four following lines: (10) North 89 degrees 48 minutes 56 seconds West 184.87 feet, (11) North 86 degrees 56

(continued)

LEGAL DESCRIPTION
(continued)

minutes 56 seconds West 100.12 feet, (12) South 87 degrees 19 minutes 04 seconds West 100.12 feet and (13) North 89 degrees 34 minutes 00 seconds West 136.00 feet, to the beginning of the 72nd or North 1 degrees 22 minutes 04 seconds West 920.25 foot line of that parcel of land described in a Deed dated December 30, 1980 from Aetna Diversified Properties, Inc. to Botaba Realty Company, a Texas general partnership doing business as Transcontinental Properties and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3376, folio 875, thence leaving Dorsey Road and binding on a part of said 72nd line (14) North 01 degrees 22 minutes 04 seconds West 480.00 feet the point designated 2 as shown on the first herein mentioned Plat No. 4336, thence binding reversely on the southern outline of Block 'E' Parcel 'B' as shown on said Plat, (15) North 88 degrees 37 minutes 56 seconds West 593.01 feet to the place of beginning.

Containing 6.805 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM all that property as was previously conveyed to the State of Maryland to the use of the State Roads Commission by Deed recorded among the Land Records of Anne Arundel County in Liber 4599, folio 408.



PARCEL V

BEGINNING FOR THE SAME at a point on the northwest side of Kelso Drive, as laid out seventy feet wide and as shown on the Plat of Section One, "Pulaski Industrial Park", recorded among the Land Records of Baltimore County in Plat Book O.T.G. 32, page 6 at the distance of 960.69 feet, as measured northeasterly along said northwest side of Kelso Drive from its intersection with the northeast side of Race Road as laid out seventy feet wide and as shown on said Plat, and running thence, binding on the northwest side of said Kelso Drive, (1) North 51 degrees 06 minutes 10 seconds East 384.34 feet to the westernmost line of the Drainage and Utility Easement, one-hundred feet wide, as shown on said Plat, thence binding on the westernmost line of said easement the two following courses and distances: (2) North 05 degrees 50 minutes 00 seconds West 200.90 feet, and (3) North 60 degrees 40 minutes 00 seconds West 249.69 feet, thence leaving said easement and running for new lines of division the two following courses and distances, (4) South 51 degrees 06 minutes 10 seconds West 401.34 feet, (5) South 38 degrees 53 minutes 50 seconds East 400.25 feet to the place of beginning.

Containing 4.0830 acres of land.

BEING KNOWN AND DESIGNATED as Lot No. 7 as shown on the Plat entitled "Plat I, Revised Plat, Section I, PULASKI INDUSTRIAL PARK", which Plat is recorded among the Land Records of Baltimore County in Plat Book 46, page 44.

SUBJECT TO AND TOGETHER WITH a Drainage and Utility Easement, ten feet wide, the center line of said easement being the fourth and fifth lines of the land herein described.

BEGINNING FOR THE SAME at a point on the west side of the Drainage and Utility Easement, one-hundred feet wide, in Parcel B, as shown on the Plat of Section One, "Pulaski Industrial Park", recorded among the Land Records of Baltimore County in Plat Book O.T.G. No. 32, page 6 at the distance of 434.47 feet, as measured southerly along the west side of said easement from its intersection with the south side of Citation Road, sixty feet wide, as shown on said Plat, running thence, binding on the west side of said easement, two courses (1) South 01 degrees 45 minutes 00 seconds East 46.00 feet, and (2) South 60 degrees 40 minutes 00 seconds East 18.39 feet to the beginning of the South 51 degrees 06 minutes 10 seconds West 401.34 foot line of the land described in



LEGAL DESCRIPTION
(continued)

the Deed of Trust from Pulaski Industrial Park Associates and others to Christopher A. Rupp and others, dated July 6, 1967 and recorded among said Land Records in Liber O.T.G. 4779, folio 25, thence binding on a part of said fourth line, (3) South 51 degrees 06 minutes 10 seconds West 213.75 feet for a new line of division, (4) North 38 degrees 53 minutes 50 seconds West 29.05 feet to a point in the third or southerly 513.14 foot line of the 1.4967 acre parcel described in a Deed recorded or intended to be recorded among the aforementioned Land Records, thence binding reversely on a part of said third line, (5) northerly, by a curve to the left with the radius of 346.68 feet, the distance of 166.19 feet, the chord of said arc being North 12 degrees 02 minutes 31 seconds East 164.61 feet, thence for a new line of division, (6) North 87 degrees 35 minutes 00 seconds East 132.95 feet to the place of beginning.

Containing 0.4200 of an acre of land.

BEING KNOWN AND DESIGNATED as Lot No. 3 as shown on the Plat entitled "Plat I, Revised Plat, Section I, PULASKI INDUSTRIAL PARK" which Plat is recorded among the Land Records of Baltimore County in Plat Book 46, page 44.

SUBJECT TO AND TOGETHER WITH a Drainage and Utility Easement, ten feet wide, the center line of said easement being the third line of the land herein described, said easement being a part of the easement referred to in the Deed of Trust herein mentioned.

SUBJECT TO AND TOGETHER WITH a Drainage and Utility Easement, ten feet wide, the center line of said easement being the sixth or last line of the land herein described.

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202



Collected

NOT SUBJECT TO RECORDATION TAX

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BOOK 578 PAGE 379

INDEMNITY FINANCING STATEMENT

285910

TO BE RECORDED AMONG
THE FIN IT RECORDS OF
ANNE ARUNDEL COUNTY

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

- | | | |
|----|---------------------------------------|---|
| 1. | NAME AND ADDRESS
OF INDEMNITOR: | LEROY M. MERRITT
2066 Lord Baltimore Drive
Baltimore, Maryland 21207 |
| 2. | NAME AND ADDRESS
OF SECURED PARTY: | MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attn: Real Estate Industries
Group |

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

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Indemnitor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer 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

RECORD FEE 49.00

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SECURITY COURT

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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 Indemnity 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 Constance M. Grimes and Margaret D. Kirmil, as Trustees, and the Secured Party.

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

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

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

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

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

4. This Indemnity Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Indemnitor certifies that no recordation tax is payable in connection with the recording of this Indemnity Financing Statement.

6. The record owner of the Land is the Indemnitor.

INDEMNITOR:


Leroy M. Merritt

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

Donna L. Los
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

LEGAL DESCRIPTION

PARCEL I

BEING KNOWN AND DESIGNATED as Lots two (2) through seven (7), both inclusive, as shown on a final subdivision Plat entitled "Merchant Drive", which Plat is recorded among the Land Records of Baltimore City in File Pocket Number 2915.

PARCEL II

BEGINNING FOR THE SAME at a cross cut set at the northeast corner of Patapsco Avenue 100.00 feet wide and Lorena Avenue 41.00 feet wide, running thence binding on the east side of said Lorena Avenue part of which is 41.00 feet wide and part of which is 32.00 feet side as now surveyed,

(1) North 17 degrees 56 minutes 22 seconds East 461.17 feet to a pipe set on the south side of Marbourne Avenue 50.00 feet wide, running thence binding on the south side of said Marbourne Avenue as now surveyed,

(2) South 65 degrees 46 minutes 36 seconds East 241.95 feet to a cross cut set on the west side of Janice Avenue 41.00 feet wide, running thence binding on the west side of said Janice Avenue as now surveyed,

(3) South 17 degrees 56 minutes 22 seconds West 478.87 feet to a cross cut set on the north side of said Patapsco Avenue, running thence binding on the north side of said Patapsco Avenue, as now surveyed,

(4) North 60 degrees 39 minutes 50 seconds West 244.83 feet to the place of beginning. Containing 2.590 acres of land, more or less.

BEING all of Lots 211 through 244 and part of Lots 209, 210 and 245 as shown on a Plat entitled "West Baltimore" dated January 31, 1919 and recorded among the Plat Records of Baltimore City in Liber SCL 3816, folio 221.

PARCEL III

BEGINNING FOR THE SAME at the northeast corner of Patapsco Avenue 100.00 feet wide and Gable Avenue 30.00 feet wide, running thence and binding on the east side of said Gable Avenue as now surveyed, North 3 degrees 16 minutes 51 seconds West 74.06 feet to

(continued)

LEGAL DESCRIPTION
(continued)

the southeast corner of Gable Avenue 30.00 feet wide and Vance Avenue 32.00 feet wide running thence and binding on the east side of said Vance Avenue as now surveyed North 17 degrees 56 minutes 22 seconds East 41.44 feet to the proposed 15.00 foot widening line of Gable Avenue, running thence and binding on the said proposed 15.00 foot widening line as now surveyed North 3 degrees 16 minutes 51 seconds West 88.41 feet to the west side of said Vance Avenue 32.00 feet wide, running thence and binding on the west side of said Vance Avenue as now surveyed South 17 degrees 56 minutes 22 seconds West 41.44 feet to intersect the east side of Gable Avenue 30 feet wide, running thence and binding on the east side of said Gable Avenue as now surveyed, North 3 degrees 16 minutes 51 seconds West 315.02 feet to the southeast corner of Gable Avenue 30.00 feet wide and Charles Avenue 20.00 feet wide, running thence and binding on the south side of said Charles Avenue as now surveyed South 64 degrees 46 minutes 36 seconds East 17.07 feet to the proposed 15.00 foot widening line of Gable Avenue running thence and binding on the said proposed 15.00 foot widening line as now surveyed North 3 degrees 16 minutes 51 seconds West 22.76 feet to the north side of said Charles Avenue 20.00 feet wide, running thence and binding on the north side of said Charles Avenue as now surveyed, South 64 degrees 46 minutes 36 seconds East 255.69 feet to the west side of a 16 foot alley, running thence and binding on the west side of said 16.00 foot alley as now surveyed, South 25 degrees 13 minutes 24 seconds West 20.00 feet to the south side of a 20.00 foot alley, running thence and binding on the south side of said 20.00 foot alley for part of the distance and on the south side of Marbourne Avenue 50.00 feet wide for part of the distance as now surveyed in all South 64 degrees 46 minutes 36 seconds East 401.48 feet to the southwest corner of Marbourne Avenue 50 feet wide and Lorena Avenue 32.00 feet wide, running thence binding on the west side of Lorena Avenue as now surveyed, South 17 degrees 56 minutes 22 seconds West 308.80 feet to the northeast corner of the subdivision plan for Crown Central Petroleum Corporation, dated May 13, 1970 and recorded among the Plat Records of Baltimore City in Plat Folder 2313, running thence and binding on said Plat the two following courses as now surveyed viz: (1) North 60 degrees 39 minutes 50 seconds West 170.36 feet, (2) South 29 degrees 20 minutes 10 seconds West 147.05 feet to the north side of Patapsco Avenue 100.00 feet wide, running thence and binding on the north side of Patapsco Avenue as now surveyed North 60 degrees 39 minutes 50 seconds West 294.95 feet to the place of beginning. Containing 5.210 acres of land, more or less.

(continued)

LEGAL DESCRIPTION
(continued)

BEING Lots 265 through 287, 312 through 343, 348 through 352, part of Lots 263, 264, 288 through 293, 310, 311, 344 and 345, of the Plat entitled "West Baltimore" dated January 31, 1919 and recorded among the Plat Records of Baltimore City in Liber SCL 3816, folio pocket.

PARCEL IV

ALL those lots of ground being known and designated as Lot 9 A/1 and Lot 9 A/3, as shown on the Plat entitled "Resubdivision of Lot 9 A/1 SINCLAIR LANE INDUSTRIAL PARK", which Plat is recorded among the Plat Records of Baltimore City in Plat Record RHB No. 2621.

PARCEL VII

BEGINNING FOR THE SAME at a concrete monument found, and being designated 138, as shown on a Plat entitled "Columbia, Sieling Industrial Center, Section 1, Area 1, Sheet 2 of 3" recorded among the Land Records of Howard County, Maryland in Plat Book 23, folio 16 on May 31, 1972, said place of beginning also being the beginning of the 2nd or South 50 degrees 01 minutes 25 seconds East 501.43 foot line of that first parcel of land described in a Deed dated October 3, 1983 between Sylvia Lavada Hackett, Personal Representative of the Estate of William Painter Dorsey and Sylvia Lavada Hackett and First National Bank of Maryland, recorded among the Land Records of Howard County, Maryland in Liber 1203, folio 140, running thence binding reversely on the outline, shown on said Plat and binding on the 2nd, 3rd, and 4th lines of said first parcel, the three following courses as now surveyed, (1) South 50 degrees 00 minutes 08 seconds East 501.31 feet, (2) North 40 degrees 14 minutes 01 seconds East 79.58 feet and (3) South 50 degrees 01 minutes 21 seconds East 321.40 feet, running thence binding reversely on the outline shown on a Plat entitled "Columbia, Sieling Industrial Center, Parcels 'K' through 'D-D',

(continued)

LEGAL DESCRIPTION
(continued)

Sheet 1 of 3", recorded among the Plat Records of Howard County, Maryland in Plat Book 24, folio 95 on May 18, 1973, and binding on the 5th line of said first parcel, as now surveyed, (4) South 32 degrees 08 minutes 56 seconds West 630.48 feet, running thence for part of the distance binding reversely on the outline, shown on the herein last mentioned Plat, for part of the distance binding reversely on the outline, shown on a Plat entitled "Columbia, Sieling Industrial Center, Parcels 'K' through 'D-D', Sheet 2 of 3", recorded among the Plat Records of Howard County, Maryland in Plat Book 24, folio 96 on May 18, 1973 and binding on the 6th line of said first parcel, in all, as now surveyed, (5) North 47 degrees 06 minutes 16 seconds West 910.09 feet, running thence binding on the outline, shown on the herein first mentioned Plat and binding on the 1st line of said first parcel, as now surveyed (6) North 39 degrees 58 minutes 29 seconds East 498.87 feet to the place of beginning.

Containing 11.019 acres of land, more or less.

PARCEL X

BEGINNING FOR THE SAME on the southerly side of Charwood Road, 80 feet wide, at the point designated 3 as shown on the Plat entitled "Phase II, Section IIB, Block I, Parcel "A", Baltimore

Commons Business Park" dated February 9, 1981 recorded among the Plat Records of Anne Arundel County, Maryland as Plat #4140, Book 79, page 15; thence from said place of beginning, binding on the easterly outline of Lot 9-A, and binding reversely on the westerly outline of Block "I", Parcel "A" as shown on said Plat, (1) South 14 degrees 01 minutes 22 seconds West 981.95 feet, thence binding on the southerly outline of Lot 9-A, (2) North 73 degrees 18 minutes 03 seconds West 451.74 feet to intersect the easterly side of the Relocated Ridge Road, 80 feet wide, thence binding on said side of said Road, (3) North 14 degrees 01 minutes 22 seconds East 915.85 feet to the cut-off leading to the southerly side of the proposed Charwood Road, thence binding on said cut-off (4) North 59 degrees 01 minutes 22 seconds East 63.64 feet to the southerly side of said proposed Road, 80 feet wide, thence binding thereon, (5) South 75 degrees 58 minutes 38 seconds East 406.25 feet to the place of beginning.

BEING KNOWN AND DESIGNATED as Block 'I', Parcel 'B', 10.040 acres, more or less, as shown on a Plat entitled "Block 'I', Parcel 'B', Baltimore Commons Business Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 92, folio 30, also being the same property described in a Deed dated October 22, 1984 from Botaba Realty Company as recorded among the Land Records of Anne Arundel County in Liber 3806, folio 464.

PARCEL XI

BEGINNING FOR THE SAME at a point on the southeast side of U. S. Route #1 at a point designated 1 as shown on a Plat entitled "Property of Leroy M. Merritt" Parcel 'A' - A Resubdivision of Howard County Title Holding Company, Inc." dated February 27, 1985 and recorded among the Plat Records of Howard County, Maryland as Plat No. 6244, running thence leaving said Route 1 and binding on the outline of Parcel A-1 as shown on said Plat, the five following courses as now surveyed, viz: (1) South 58 degrees 05 minutes 12 seconds East 950.00 feet, (2) South 31 degrees 54 minutes 48 seconds West 848.92 feet, (3) North 74 degrees 17 minutes 00 seconds West 494.99 feet, (4) North 62 degrees 22 minutes 44

seconds West 475.98 feet to intersect the southeast side of U. S. Route #1 and binding on said southeast side (5) North 31 degrees 54 minutes 48 seconds East 1022.62 feet to the place of beginning.

Containing 20.966 acres of land, more or less.

PARCEL XII

BEGINNING FOR THE SAME at a pipe set at the beginning of the first or South 70 degrees 05 minutes West 440.89 foot line of that parcel of land described in a Lease between Nathan Posner, et al. to Head Ski Co., Inc., dated May 1, 1964 and recorded among the Land Records of Baltimore County in Liber R.R.G. No. 4310, folio 001, and running thence binding on all of the first and part of the second line of the above mentioned Lease the two following courses, as now surveyed, viz: South 70 degrees 05 minutes West 440.89 feet to a pipe set, and South 9 degrees 22 minutes 32 seconds East 687.04 feet to an iron post set at the end of the eighth or South 80 degrees 37 minutes 23 seconds West 455.24 foot line of the second parcel of land described in a Lease between Head Ski Co., Inc. to York Ridge Realty Co., Inc. and recorded among the Land

Records of Baltimore County in Liber O.T.G. No. 4984, folio 540, and running thence binding reversely on part of said eighth line, as now surveyed, North 80 degrees 37 minutes 28 seconds East 405.09 feet to a pipe set at the beginning of the fifth or North 4 degrees 54 minutes 30 seconds West 345.17 foot line of the first parcel of land described in a Lease between Head Ski Co., Inc. to York Ridge Realty Co., Inc. and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4984, folio 540, and running thence binding on all of the fifth, sixth and seventh lines of said first parcel the three following courses, as now surveyed, viz: first North 4 degrees 54 minutes 30 seconds West 345.17 feet to a pipe set, second North 0 degrees 17 minutes 00 seconds East 225.99 feet to a pipe set, and third North 29 degrees 24 minutes 34 seconds East 66.79 feet to a pipe heretofore planted on the southwesterly side of Aylesbury Road, 80 feet wide, running thence and binding on the southwesterly side of said Road, curving right with a radius of 330 feet for a distance of 169.92 feet, subtended by a chord bearing North 37 degrees 08 minutes 11 seconds West 168.07 feet to the place of beginning. Containing 7.383 acres of land, more or less, as surveyed by George William Stephens, Jr. & Associates, Inc., Engineers on January 10, 1972.

LEGAL DESCRIPTION

PARCEL II

BEGINNING FOR THE SAME at a pipe set on the northwesterly side of Canco Road, 60 feet wide, North 69 degrees 48 minutes 13 seconds East 1350.00 feet from the intersection of the northwesterly side of said Canco Road with the northeasterly side of Halethorpe Farms Road, 60 feet wide, said point of beginning also being the beginning of Parcel No. 2 conveyed by Carling Brewing Company, Incorporated to Robert E. Michel, et ux by Deed dated September 24, 1957 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 3242, folio 317 and running thence binding on the first through the fourth lines of said second parcel the four following courses, as now surveyed, viz: first binding on the northwesterly side of said Canco Road, North 69 degrees 48 minutes 13 seconds East 447.37 feet to a pipe set, second North 15 degrees 21 minutes 13 seconds East 241.52 feet to a pipe set, third South 69 degrees 48 minutes 13 seconds West 587.80 feet to a pipe set and fourth South 20 degrees 11 minutes 47 seconds East 196.50 feet to the point of beginning. Containing 2.335 acres of land, more or less as surveyed by George William Stephens & Associates, Inc. Engineers on September 9, 1971.

PARCEL III

BEGINNING FOR THE SAME at a point on the northeastern side of Hollins Ferry Road and 200.00 feet from the center line of Baltimore Washington Expressway, shown on State Roads Commission of Maryland Plat No. 6711, said place of beginning also being at the beginning of the 1st or North 28 degrees 30 minutes 51 seconds West 106 foot line of that parcel of land described in a Deed dated June 3, 1959 and between Gertrude Billman and Anna Kintsler, et al, recorded among the Land Records of Baltimore County, Maryland in Liber W.J.R. 3542, folio 059, running thence leaving said place of beginning, binding on the northeastern side of said Hollins Ferry Road and binding on all of said 1st line and part of the 2nd line of said Deed, the two following courses, viz:

LEGAL DESCRIPTION
(continued)

- 1) North 28 degrees 30 minutes 51 seconds West 106.00 feet
and
- 2) North 11 degrees 31 minutes 16 seconds West 111.78 feet,
running thence leaving said road, binding on Lease Lines, the three
following courses, viz:
- 3) North 78 degrees 28 minutes 44 seconds East 70.00 feet,
and
- 4) North 11 degrees 31 minutes 16 seconds West 270.00 feet
and
- 5) South 78 degrees 28 minutes 44 seconds West 70.00 feet to
intersect said 2nd line of said Deed and to intersect the
northeastern side of said Hollins Ferry Road, running thence
binding on the northeastern side of said Hollins Ferry Road and
binding on part of said 2nd line,
- 6) North 11 degrees 31 minutes 16 seconds West 96.39 feet,
running thence leaving said road binding on part of the 3rd line of
said Deed,
- 7) North 86 degrees 49 minutes 54 seconds East 550.63 feet,
running thence binding on a Lease Line,
- 8) South 11 degrees 31 minutes 16 seconds East 138.82 feet to
intersect the 6th line of said Deed and to a point being 200.00
feet from the center line of said Baltimore Washington Expressway,
running thence binding on part of said 6th line and binding on all
of the 7th and 8th lines of said Deed and parallel with the center
line of said Baltimore Washington Expressway, the three following
courses, viz:
- 9) South 44 degrees 42 minutes 50 seconds West 216.10 feet,
- 10) Southwesterly by a spiral curve to the left, said spiral
curve being subtended by a chord bearing South 43 degrees 51
minutes 59 seconds West 258.725 feet and
- 11) Southwesterly by a curve to the left having a radius of
3064.79 feet for a distance of 153.20 feet, said curve being
subtended by a chord bearing South 40 degrees 46 minutes 55 seconds
West 153.185 feet to the place of beginning.

Containing 4.082 acres of land, more or less.

(continued)

LEGAL DESCRIPTION
(continued)

BEGINNING FOR THE SAME at the easternmost corner of the whole or 4.992 acres of land, more or less and running thence the five following courses as now surveyed viz:

- 1) South 45 degrees 51 minutes 40 seconds West 201.04 feet,
- 2) North 60 degrees 40 minutes 21 seconds West 50.03 feet,
- 3) South 44 degrees 42 minutes 50 seconds West 48.32 feet,
- 4) North 11 degrees 31 minutes 16 seconds West 138.82 feet,
- 5) North 86 degrees 49 minutes 54 seconds East 250.00 feet to the place of beginning.

Containing 0.476 ares of land, more or less.

PARCEL IV

BEING KNOWN AND DESIGNATED as Lot No. 1 as shown on a Plat entitled "Resubdivision for Part of Property of Leroy M. Merritt", which Plat is recorded among the Land Records of Baltimore County in Plat Book EHK, Jr. No. 55, folio 108.

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202



M. ...

NOT SUBJECT TO RECORDATION TAX

C:MN500804.FIS
0960:L
01/22/92

BOOK 578 PAGE 391

INDEMNITY FINANCING STATEMENT

285911

TO BE RECORDED AMONG
THE FIN ST RECORDS OF
ANNE ARUNDEL COUNTY

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

- 1. NAME AND ADDRESS OF INDEMNITOR: LEROY M. MERRITT
2066 Lord Baltimore Drive
Baltimore, Maryland 21207
- 2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attn: Real Estate Industries Group

RECORDED FEE 22.00
POSTAGE .50
MARY H. ROSE
CIRCUIT COURT

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

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Indemnitor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer 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

22
50



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 Indemnity 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 Constance M. Grimes and Margaret D. Kirmil, as Trustees, and the Secured Party.

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

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

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

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

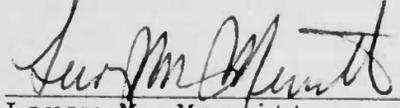
(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental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

4. This Indemnity Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Indemnitor certifies that no recordation tax is payable in connection with the recording of this Indemnity Financing Statement.

6. The record owner of the Land is the Indemnitor.

INDEMNITOR:



Leroy M. Merritt

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

Donna L. Los
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202



PROPERTY DESCRIPTION

The land referred to in this policy is described as set forth in the insured mortgage, is situated in the County of ANNE ARUNDEL State of MARYLAND, and is identified as follows:

PARCEL ONE

BEGINNING for the same at a point in the northern right-of-way line of Moreland Parkway, said point of beginning being further located at the division line between Lot 3D and the Conservation Easement as shown on Second Amended Plat of Section Two Annapolis Business Center recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 90, page 6;

THENCE leaving said Moreland Parkway and running with part of said division line between Lot 3D and said Conservation Easement North 33 degrees 57 minutes 51 seconds East 25.0 feet to a point; thence North 61 degrees 35 minutes East 75.88 feet to a point; thence leaving said Lot 3D and running through said Conservation Easement with an arc of a curve to the left having a radius of 280.0 feet and an arc length of 289.80 feet to a point in the western or North 12 degrees 02 minutes 27 seconds East 228.69 foot line of said Conservation Easement;

THENCE running reversely South 12 degrees 02 minutes 27 seconds West 114.10 feet to a point in the said northern right-of-way line of Moreland Parkway; thence running with an arc of a curve to the right having a radius of 370.0 feet and an arc length of 491.79 feet to the point of beginning;

CONTAINING 0.677 Ac.+/- according to a description prepared by McCrone, Inc. Registered Professional Engineers and Land Surveyors in October, 1986 without the benefit of a field survey.

The above described 0.677 Ac.+/- parcel being subject to a 15 foot storm drain easement as shown on the above mentioned record plat of Annapolis Business Center.

BEING part of the Conservation Easement as shown on the second amended Plat of Annapolis Business Center recorded among the Land Records of Anne Arundel County in Plat Book 90, page 6.

BEING KNOWN AND DESIGNATED as Lot 3-E containing 0.667 acres of land as set forth on a Plat entitled "Third Amended Plat of Section Two Annapolis Business Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 109, folio 37.

PARCEL TWO

BEGINNING for the same at a pipe found on the south side of Moreland Parkway (60 feet wide), said point of beginning being further located as being where the division line between Lots 4B and 4C intersects the south side of Moreland Parkway, as shown on Annapolis Business Center Plat #2 amended, recorded in Plat Book 69, page 46;

THENCE running from said beginning point, so fixed, and with the south side of Moreland Parkway with a curve to the left which has a radius of 430.0 feet, a chord bearing and distance of South 77 degrees 08 minutes 38 seconds East 258.60 feet for an arc distance of 262.66 feet to a point;

THENCE leaving Moreland Parkway and running through a part of Lot 4C the following two courses and distances, i.e. South 07 degrees 56 minutes 36 seconds West, 149.56 feet to a point and North 82 degrees 03 minutes 24 seconds, West 328.46 feet to a point located in the division line between Lots 4B and 4C;

THENCE with a part of said division line, North 30 degrees 21 minutes 22 seconds East 185.73 feet to the place of beginning.

CONTAINING 1.01 acres, more or less.

BEING a part of Lot 4C of Annapolis Business Center Plat #2 amended which is recorded in the Plat Records of Anne Arundel County in Plat Book 69, page 46.

BEING KNOWN AND DESIGNATED as Lot 4-D containing 1.010 acres of land as set forth on a Plat entitled " Third Amended Plat of Section Two Annapolis Business Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 109, folio 37.

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

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

Roll No. 569

Page No. 374

Identification No.

Dated 7/9/91

1. Debtor(s) { Richard L. and Elizabeth L. Howard
Name or Names—Print or Type
1429 Oak Bluff Road Edgewater MD 21037
Address—Street No., City - County State Zip Code

2. Secured Party { Bank of Annapolis
Name or Names—Print or Type
1900 Fairfax Road Annapolis 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 1.00

RECORD FEE 9.00

POSTAGE .50

MD91450 0191 R03 T13100

03/10/92

MARY H. ROSE

AA CO. CIRCUIT COURT

Dated: 2/21/92

Bank of Annapolis

Name of Secured Party

Sharon L. O'Donnell

Signature of Secured Party

Sharon L. O'Donnell—Loan Account Representative
Type or Print (Include Title if Company)

Lucas Bros Form T-1

16
-50

BENJAMIN MICHAELSON, JR., P.A.
1000 ... Suite 110
Annapolis, Maryland 21404

5-13381

FINANCING STATEMENT

285912

- 1. X To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
- 2. To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3. Not Subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s)	Address(es)
BERRYWOOD SWIM & TENNIS CLUB, INC.	205 Berrywood Avenue Severna Park, Maryland 21146

6. Secured Party	Address
FIRST NATIONAL BANK OF MARYLAND	18 West Street Annapolis, Maryland 21401

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust and Security Agreement dated January 17, 1992 from Debtor(s) to Norman S. Hovermale and June R. Hornick, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

FB001.174



accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR(S):

SECURED PARTY:

BERRYWOOD SWIM & TENNIS CLUB,
INC.

FIRST NATIONAL BANK OF MARYLAND

By: *Don Cielewich* (SEAL)
Don Cielewich, President

By: *June R. Hornick* (SEAL)
June R. Hornick,
Assistant Vice-President

By: *David F. Cunningham*
David F. Cunningham, Treasurer

Mr. Clerk: Please return to: Snider, Buck & Migdal, Chartered
Attn: Pat Weiss
P.O. Box 2400
Annapolis, Maryland 21404

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

KC\DAILY\BERRY.FIN-12/19-11:40am

EXHIBIT "A"

BEGINNING for the same at a point on the southeast side of Berrywood Drive and at Coordinate Point No. 503, as shown on Plat 4 of Berrywood recorded among the Plat Records of Anne Arundel County in Plat book 33, page 64; and running from said beginning point so fixed and with the southeast side of Berrywood Drive with a chord bearing and distance of North $32^{\circ} 57' 22''$ East 18.61 feet to Coordinate Point No. 504, as shown on said plat;

Thence continuing with the southeast side of said Berrywood Drive, North $31^{\circ} 45' 29''$ East 124.66 feet;

Thence leaving said Berrywood Drive and with the south side of a 50 foot flood plain as shown on said plat, South 72° East 392.67 feet to intersect the southwest side of Cattail Creek;

Thence with the same, South $35^{\circ} 48'$ East 19.53 feet to the division line between Lot 42 and the Recreation Area, as shown on said plat;

Thence with said division line, South $30^{\circ} 20' 43''$ West 206.92 feet to the north side of Maureen Lane;

Thence with the same, with a curve to the left having a radius of 605.0 feet and an arc length of 138.53 feet and with a chord bearing and distance of North $66^{\circ} 13'$ West 138.2 feet to Coordinate Point No. 500, as shown on said plat of Berrywood;

Thence with a curve to the right having a radius of 905.0 feet and an arc distance of 246.01 feet and with a chord bearing and distance of North $64^{\circ} 59' 13''$ West 245.25 feet to Coordinate Point No. 502, as shown on said plat;

Thence with a curve to the right having a radius of 25.0 feet for an arc distance of 39.86 feet and with a chord bearing and distance of North $11^{\circ} 31' 21''$ West 35.77 feet to the place of beginning.

Being part of the Recreation Area as shown on Plat 4, Berrywood, recorded among the Plat Records of Anne Arundel County in Plat Book 33, page 64, and as described by J. R. McCrone, Jr., Inc., Registered Land Surveyors, in May 1969, without the benefit of a field survey at that time.

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

KCIDAILY\BERRY.DES-12/18-12:30pm

FINANCING STATEMENT

Debtor or Assignor Form

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 10,000.00

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

Name of Debtor: Mid Atlantic Deck & Fence Co., Inc.
Address: P.O. Box 1331, Severna Park, Md. 21146

Secured Party: Farmers National Bank of Md.
Address: 5 Church Circle, Annapolis, Md. 21401

Assignee

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
All accounts and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts and equipment.

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE .50
#091790 0191 003 714148

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

03/10/92
MARY H. ROBE
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)
Mid Atlantic Deck & Fence Co., Inc.
William B. Beauchamp - Pres.

Secured Party (or Assignee)

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY Earl C. McNay, AVP

Type or print names under signatures

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

Handwritten number 1708

578-400-A

Exhibit A

Vehicle

Serial #

1985 Ford DS	1FTHF2615FNA08555
1986 Chevrolet TK	1GBHC3LM2GS125478
1987 Ford DS	1FDKF3717HNA97330
1989 Toyota TK	JT4RN31R5K5019511
1971 GMC	CM503Z132154



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

BOOK 578 PAGE 401

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.

Recordation taxes being paid at Department of Assessments & Taxation, MD
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

285914

RECORD FEE 11.00
POSTAGE .50
#386230 C489 R02 T17:10
03/18/92
MARY N. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name Sampco, Inc.
Address 221 N. LaSalle Street, Chicago, IL 60601

2. SECURED PARTY

Name Harris Trust and Savings Bank
Address 111 W. Monroe Street, P. O. Box 755
Chicago, IL 60690

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)

Receivables, whether now existing or hereafter arising, and however evidenced or acquired or in which Debtor now or hereafter acquires any rights. Inventory, whether now owned or hereafter acquired, and all documents of title at any time evidencing or representing any part thereof. All proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including meat products, primarily canned beef and canned corned beef, wherever located, whether in transit or with warehousemen, whether covered by negotiable or other bills of lading and/or warehouse receipts. All as more fully described on Schedule A attached hereto and made a part hereof.

CHECK THE LINES WHICH APPLY

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

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

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

By: [Signature]
(Signature of Debtor)

SAMPCO, INC.

Type or Print Above Name on Above Line

Jerome F. Deluco, Treasurer
(Signature of Debtor)

Type or Print Above Signature on Above Line

RETURN TO:

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

1012145-8 607 JN

Steve Turley

By: [Signature], Vice President
(Signature of Secured Party)

HARRIS TRUST AND SAVINGS BANK
Type or Print Above Signature on Above Line

11/25

SCHEDULE A
TO FINANCING STATEMENT BETWEEN
SAMPCO, INC., DEBTOR AND
HARRIS TRUST AND SAVINGS BANK, SECURED PARTY

Receivables, whether now existing or hereinafter arising, or in which Debtor now has or hereafter acquires any rights. The term "Receivables" means and includes all forms of obligations owing to Debtor, including without limitation accounts receivable, contract rights and all instruments, notes, drafts, documents and chattel paper relating to such obligations, general intangibles, all proceeds and products thereof and all Debtor's rights to any merchandise (including without limitation any returned or repossessed goods and the right of stoppage in transit) which is represented thereby. Inventory, whether now owned or hereafter acquired and all documents of title evidencing or representing any part thereof, and all proceeds and products of the foregoing. The term "inventory" as used herein shall mean all goods which are held for sale or lease or are to be furnished under contracts of service, or which are raw materials, work-in-process, finished goods, materials and supplies of every nature used or usable in connection with the manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of such goods and any constituents or ingredients thereof, and all returned or repossessed goods, and without limiting the foregoing Debtor's Inventory of: meat products, primarily canned beef and canned corned beef. All supporting evidence and documents relating to any of the above described property including without limitation written application, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers and cabinets in which the same are reflected or maintained, all whether now existing or hereafter arising. All proceeds and products of the foregoing, and insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising.

STATE OF MARYLAND

BOOK 578 PAGE 403

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~229920~~ 275360

RECORDED IN LIBER 534 FOLIO 390 ON 11-16-88 (DATE)

1. DEBTOR

Name H.H. Bunker & Sons, Inc.

Address 825 Ritchie Highway Severna Park, Anne Arundel, MD 21146

RECORD FEE 10.00 --
POSTAGE .50
#380249 C489 R02 T17:11
03/18/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.

Address 1180 West Swedesford Road

Berwyn, PA 19312

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p style="text-align: right;">County Clerk of Anne Arundel County</p> <p style="text-align: center;">1012 126-2 18419 BL</p>	

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

Dated 2-26-92

Diane R. Rooks
D. R. Rooks Portfolio Officer
(Signature of Secured Party)
The CIT Group/Equipment Financing, Inc.
Type or Print Above Name on Above Line

11.50

FINANCING STATEMENT

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

BOOK 578 PAGE 404

- 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): The Rector, Wardens and Vestry of St. Anne's Episcopal Parish of Annapolis, Inc. Address(es): P.O. Box 349 Annapolis, Maryland 21404 285915

6. Secured Party: MARYLAND NATIONAL BANK Address: 100 South Charles Street Baltimore, Maryland 21201
 Attention: LDRU 250603

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, 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 non-cash, 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, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, 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: The Rector, Wardens and Vestry of St. Anne's Episcopal Parish of Annapolis, Inc.

By: John R. Price (Seal) _____ (Seal)
John R. Price, Rector

(Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

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

RECORD FEE 11.00
 1.50
 03/19/97
 MARY N. ROBE
 AA CO. CIRCUIT COURT



SCHEDULE A

BOOK 578 PAGE 405

This Schedule A is attached to and made a part of a Financing Statement by and between Maryland National Bank and The Rector, Wardens and Vestry of St. Anne's Episcopal Parish of Annapolis, Inc.

Section 7, Collateral Description continued

All of the Debtor's right, title and interest in and to Account Number #608-4891 maintained with Legg Mason Wood Walker, Inc. together with all funds now or at any time hereafter on deposit therein or payable thereon.

X John R. Price (SEAL)
John R. Price, Rector

____ (SEAL)

____ (SEAL)

____ (SEAL)

Mail to Maryland Natl. Bank

State _____

BOOK 578 PAGE 406

County/City Anne Arundel 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:

This Termination Statement shall apply to Original Financing Statement, Identifying File No. 276361 recorded in Liber 538, Folio 46 on 2/15 19 89.

1. Debtor(s):

Name(s) American Truck Maintenance, Inc.

Address P.O. Box 147

Millersville, Maryland 21108

RECORD FEE 10.00
POSTAGE .50
#386850 0489 R02 T14#19
03/20/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. Secured Party:

Name Signet Bank/Maryland

Address Baltimore & St. Paul Streets

Baltimore, Maryland 21203



The Secured Party further certifies they no longer claim a security interest under the original Financing Statement referred to above.

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 same to the party designated below:

RETURN TO: Debtor's Address

Secured Party:

Signet Bank/Maryland

By: Mary C. Stafford

Mary C. Stafford, A.V.P.
(Type Name and Title)

Dated: 12/12, 19 91

10⁰⁰
13

MARGARET B HALL
PO Box 146
MILLERSVILLE, MD
21108



CLTIC#3911679

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

Check below if goods are
or are to become fixtures.

For Filing Officer Use

TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ RECORDS OF ANNE ARUNDEL COUNTY

File No. _____

Date & Hour _____

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

Date of Filing
Maturity Date (if any)

Record Reference Liber 558, folio 410

Names(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
ATLANTIC UTILITIES, INC.		8174 Ritchie Hwy.,	Pasadena, MD	21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance Unit		10 Light Street,	Baltimore, MD	21202

CHECK APPLICABLE STATEMENT

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

105
5

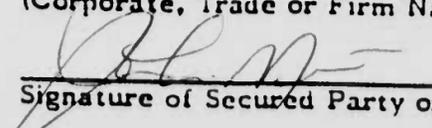
OTHER PARTIAL RELEASE OF THE FOLLOWING DESCRIBED PROPERTY:

BEING KNOWN AND DESIGNATED as Lot No. 11 as shown on the plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as No. 356 Nature Walk Lane.

Debtor(s) or Assignor(s)

Type or print name under signature

MARYLAND NATIONAL BANK (SEAL)
(Corporate, Trade or Firm Name)


Signature of Secured Party or Assignee

Jennifer L. Mertaugh, A.V.P.
(Owner, Partner of Officer and Title)
(Signature must be in ink)



Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.

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

Check below if goods are
or are to become fixtures.

For Filing Officer Use

TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ RECORDS OF ANNE ARUNDEL COUNTY

File No. _____

Date & Hour _____

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

Date of Filing

Record Reference Liber 552, folio 514

Maturity Date (if any)

Names(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
ATLANTIC UTILITIES, INC.		8174 Ritchie Hwy.,	Pasadena, MD	21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance		10 Light Street,	021901, Baltimore, MD	21202

CHECK APPLICABLE STATEMENT

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

OTHER PARTIAL RELEASE OF THE FOLLOWING DESCRIBED PROPERTY:

BEING KNOWN AND DESIGNATED as Lot No. 11 as shown on the plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as No. 356 Nature Walk Lane.

Debtor(s) or Assignor(s)

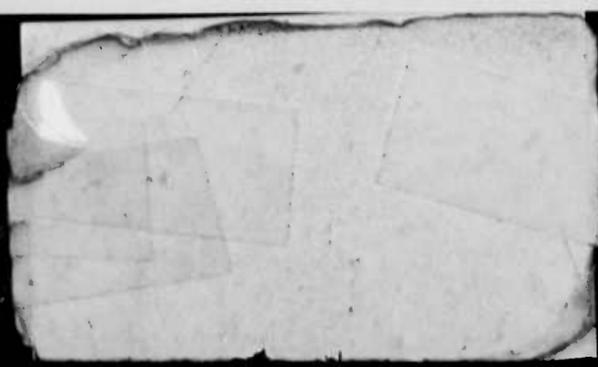
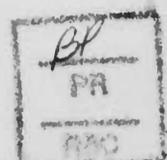
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8

(term/s)
Spec. Docs. #4

MARYLAND NATIONAL BANK(SEAL)
(Corporate, Trade or Firm Name)

Jennifer L. Mertaugh
Signature of Secured Party or Assignee

Jennifer L. Mertaugh, A.V.P.
(Owner, Partner of Officer and Title)
(Signature must be in ink)



Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.
CLTIC # 3911679

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

Check below if goods are
or are to become fixtures.

For Filing Officer Use

TO BE RECORDED IN FINANCING STATEMENT
~~LAND~~ RECORDS OF ANNE ARUNDEL COUNTY

File No. _____

Date & Hour _____

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

Date of Filing _____ Record Reference Liber 558 folio 414
Maturity Date (if any) _____

Name(s) of Debtor(s) or Assignor(s) No. Street City State
MANDRIN CONSTRUCTION COMPANY, INC., 8174 Ritchie Highway, Pasadena, Maryland 21122

Name of Secured Party or Assignee No. Street City State
MARYLAND NATIONAL BANK, 10 Light Street, 19th Floor, Baltimore, Maryland 21202
Real Estate Industries Group
Construction Finance Section

CHECK APPLICABLE STATEMENT

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

OTHER PARTIAL RELEASE OF THE FOLLOWING DESCRIBED PROPERTY:

BEING KNOWN AND DESIGNATED as Lot No. 11, as shown on the plat entitled, "Section One, "SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as No. 356 Nature Walk Lane.

10
5.

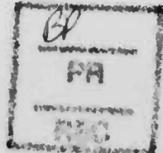
Debtor(s) or Assignor(s)

Type or print name under signature

Maryland National Bank (SEAL)
(Corporate, Trade or Firm Name)

Jennifer L. Mertaugh
Signature of Secured Party or Assignee

Jennifer L. Mertaugh, A.V.P.
(Owner, Partner of Officer and Title)
(Signature must be in ink)



FINANCING STATEMENT

285916

1. Name & Address of Debtor: MICHAEL BRUCE WILLIAMS and
ELIZABETH KATHLEEN WILLIAMS
7040 Bembe Beach Road
Annapolis, MD 21403
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401
3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

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

1450



facilities erected or to be erected in or upon the said land.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

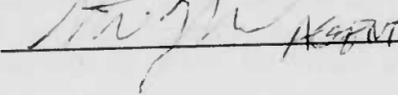
 (SEAL)
MICHAEL BRUCE WILLIAMS

 (SEAL)
ELIZABETH KATHLEEN WILLIAMS

Please return after recordation to:

Secured Party:

BANK OF ANNAPOLIS

By:  (SEAL)

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

578-411



ALL that lot or parcel of ground, situate, lying and being in the Sixth Assessment District of Anne Arundel County, State of Maryland, more particularly described as follows, that is to say:

BEING KNOWN AND DESIGNATED as the "Remainder" of Lot A, containing 0.874 acres, more or less, and shown on a Plat entitled, "Subdivision of Lot A, The Williams Subdivision, Bembe Beach, 6th District, Anne Arundel County", prepared by McCrone, Inc., and recorded among the Land Records of Anen Arundel County in Liber 3639, folio 91.

SAVING AND EXCEPTING THEREFROM, HOWEVER, that parcel of ground conveyed by Deed from Michael B. Williams and Elizabeth K. Williams, his wife, to Earl Donald Williams and Eleanor B. Williams, his wife, dated June 26, 1991 and recorded among the Land Records of Anne Arundel County in Liber 5351, folio 485 and more particularly described as follows:

BEGINNING for the same at a point at the end of the North 94 degrees 19 minutes West 70.0 foot division line between Lots A and B of the Williams Property as shown on the plat of the Administrative Lot Line change William's Property, filed among the Plat Records of Anne Arundel County, Maryland in Plat Book 135, folio 37, thence leaving said beginning point so fixed and running:

North 14 degrees 07 minutes West 39.14 feet; North 00 degrees 13 minutes West 48.89 feet, to Back Creek; thence running with said Creek, South 82 degrees, 29 minutes 21 seconds East 3.02 feet; thence leaving said Creek and running South 09 degrees, 07 minutes 54 seconds West 10.30 feet; South 09 degrees 08 minutes 50 seconds East 39.46 feet and South 03 degrees 13 minutes 13 seconds East 37.38 feet to the place of beginning. Containing 329.2 square feet. According to a survey, plat and description by John J. Dowling Title & Survey, Inc.



Anne Arundel County
MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 532 Page No. 85
Identification No. 274502 Dated Sept. 13, 1988

1. Debtor(s) { Viswa Enterprises, Inc.
Name or Names—Print or Type
2058 Tilghman Drive Crofton, Md. 21114
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
#633270 C603 R04 T13:46

03/20/92

Dated: Oct. 8, 1991

First National Bank of Md.
Trudve N. Weisberg
(Name of Secured Party)

Trudve N. Weisberg
(Signature of Secured Party)

Loan Accounting Executive
Type or Print (Include Title if Company)

Mail to:
R. R. Uia
2930 Spring Lakes Dr.
Davidsonville, Md 21035

10-
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J

285917

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 XXXXXXXXXXXXXXX

1 Debtor(s) (Last Name First) and address(es) Tate Chevrolet, GEO, BMW, Inc. 138 Revell Highway Annapolis, Maryland 21401	2 Secured Party(ies) and address(es) General Motors Corporation c/o General Motors Acceptance Corporation 849 International Drive Linthicum, Maryland 21090	For Filing Officer (Date, Time, Number, and Filing Office)
---	--	---

4 This financing statement covers the following types (or items) of property:
 Motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these; and general intangibles, contract rights, chattel paper, present and future accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.

(G.I.) RECORD FEE 11.00
 POSTAGE .50

Not subject to recordation tax.

ASSIGNEE OF SECURED PARTY
 Name 03/20/92
 Address MARY M. ROSE
 AA CO. CIRCUIT COURT

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

Tate Chevrolet, GEO, BMW, Inc.
 By *Creston G. Tate* Signature(s) of Debtor(s) President

General Motors Corporation c/o
 General Motors Acceptance Corporation
 By *John H. Grischow* Signature(s) of Secured Party(ies) Asst. Treasurer

(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-1 7-89



2

285918

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 XXXXXXXXXXXXXXX

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

Tate Chevrolet, GEO, BMW, Inc.
138 Revell Highway
Annapolis, Maryland 21401

2 Secured Party(ies) and address(es)

General Motors Acceptance Corporation
849 International Drive
Linthicum, Maryland 21090

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

118

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

Motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these; and general intangibles, contract rights, chattel paper, present and future accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.

Not subject to recordation tax.

RECORD FEE 11.00

POSTAGE .50

#633380 D603 R04 T14:59

ASSIGNEE OF SECURED PARTY 03/20/92

Name MARY M. ROSE

Address AA CO. CIRCUIT COURT

Check if covered:

Proceeds are also covered

Products of Collateral are also covered

No. of additional Sheets presented:

Tate Chevrolet, GEO, BMW, Inc.

General Motors Acceptance Corporation

By *Creston G. Tate* Signature(s) of Debtor(s) President

By *John H. Grisnow* Signature(s) of Secured Party(ies) Asst. Treasurer

(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-1 7-89



(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.

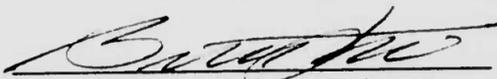
4. The aforesaid items are included as security in a Purchase Money Deed of Trust ("Purchase Money Deed of Trust") of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustee(s), and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Fairview Federal Savings & Loan Association, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

DAVIDSON DEVELOPMENT, INC.

By 
James R. Davidson, President

I HEREBY CERTIFY that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney.


Bennett Gilbert Gaines

FAIRFS. 1ce

SCHEDULE A

DESCRIPTION OF PROPERTY

BEING KNOWN AND DESIGNATED as Lot No. 1, as shown on a Plat entitled "WOODSIDE RIDGE", said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 140, Page 34.

fairdes.lce

BOOK 578 PAGE 419

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN THE FINANCING RECORDS OF THE
LAND RECORDS

For Filing Officer Use	
File No.	
Date & Hour	

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

File Number of original Financing Statement		
Date of Filing	Record Reference	Book 541, page 222
Maturity date (if any)		

Name(s) of Debtor(s) or assignor(s)	No.	Street	City	State
(Last Name First)				
Red's Dove, Inc.		2729 Solomons Island Rd.,	Edgewater,	Maryland 21037

Name of Secured Party or assignee	No.	Street	City	State
Alban Tractor Co., Inc.		P. O. Box 9595,	Baltimore,	Maryland

CHECK APPLICABLE STATEMENT

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

After Recording Please Return To:
SPIDER, BOCK & MICAL, CHARLESTON
P.O. Box 2400
Annapolis, Maryland 21404



RECORDING FEE 10.00
POSTAGE .50

03/20/92 0603 R04 T15:06

Debtor(s) or assignor(s)

(Type or print name under signature)

ALBAN TRACTOR CO., INC. (Seal)

(Corporate, Trade or Firm Name)

BY:

[Signature]

Signature of Secured Party or Assignee

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

CE010.1



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 Caldor, Inc.
Address 20 Glover Avenue, Norwalk CT 06856-5620

RECORD FEE 45.00
POSTAGE .50
HUBBARD COURT ROOM 110-118
03/23/92
MARTIN, ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name NCC Leasing, Inc.
Address 1601 South Main Street, Dayton, OH 45409

BL
CLERK

Person And Address To Whom Statement Is To Be Returned 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 Listing For Details
Equipment located at: Caldor #146
575 Governor Ritchie Hwy
Severna Park, MD 21146

Name and address of Assignee

Not Subject To Recordation Tax
*To publicize a lease of goods or fixtures 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)
Caldor, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line

B Sheehan
(Signature of Debtor)

Brian Sheehan Asst. Controller
Type or Print Above Signature on Above Line

NCC Leasing, Inc.

Linda Poff
(Signature of Secured Party)

Linda Poff - Contract Administrator
Type or Print Above Signature on Above Line

Ann Arundel Co. MD
1012842-1 4392 LP
RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62708

453

Caldor # 146
575 Governor Ritchie Hwy
Severna Park MD 21146

Sale-Leaseback
December 1991

BOOK 578 PAGE 421

Invoice #	Vendor	Description	Amount Financed
50064	ACRE & CO.	POSTS	1,218.25
35338	ALARMEX	SECURITY SYSTEMS	39,420.00
35917	ALARMEX	SECURITY SYSTEM	3,901.00
77300	ANGOLA WIRE	SHELVING	1,098.20
77759	ANGOLA WIRE	BRACKETS	192.25
78357	ANGOLA WIRE	BRACKETS	189.75
3912905	APA TRANSPORT	FRT RE:SPECTRUM	105.00
13045	ARISTON	DECOR	1,288.49
0A27303005	A. LISS	UTILITY SCALE	101.80
18059	BON ART	TOOLING	600.00
18055	BON ART	DISPLAYS	73,006.18
54953	BOSTON RETAIL	CORNER GUARD	735.58
102384	BUSINESS ENV	FILE CABINETS	2,658.00
102378	BUSINESS ENV	OFFICE FURN	2,526.00
70234	CANNON EQUIP	SECURITY BARS	312.35
563112	CARGO	FRT RE:IBD	795.47
2401909162	CAROLINA FREIGHT	FRT RE:ALLIED	103.27
1482217255	CAROLINA FREIGHT	FRT RE:MENASHA	81.17
1820870219	CAROLINA FREIGHT	FRT RE: ANGOLA	81.84
1482099934	CAROLINA FREIGHT	FRT RE: MENASHA	131.54
0964207560	CAROLINA FRT	FRT RE:SPENCER	327.97
4111163864	CAROLINA FRT	FRT RE:FIT ALL	110.40
0473039470	CAROLINA FRT	FRT RE:CARGOTAINER	1,297.27
1064577407	CAROLINA FRT	FRT RE:CON GRAPH	35.00
4190399852	CAROLINA FRT	FRT RE:CEN SALES	68.97
117390921	CENTRAL DELIVERY	FRT RE:PLATFORMS	417.50
17902	CENTRAL SALES	SPIRAL BOARD	1,833.74
56050	CENTRAL SALES	STEM HOLDER	329.60
48847	CENTRAL SALES	SIGNHOLDERS	141.24
47416	CENTRAL SALES	NUMERALS, ETC.	3,245.91
6989	CHECKPOINT	SECURITY SYSTEM	803.95
4830	CHECKPOINT	SECURITY SYS	7,862.28
4829	CHECKPOINT	FREIGHT	62.28
9110	CHECKPOINT	SURVEILLANCE DOME	984.25
6856	CHECKPOINT	TRAYS	703.95
26768	CHROMA COPY	PRINTS	9,737.00
012702	CLS INDUSTRIES	C/O LIGHT POSTS	1,487.38
0003283-IN	COLORGRAPHICS	SIGNAGE	10,180.00
014760	CONCEPT	PLATFORM HDWR	570.28
894055606	CONSOLIDATED FRT	FRT RE:STREATER	552.87
01718	CREATIVE CONTNR	PALLETS	519.60
01656	CREATIVE CONT.	BINS	1,609.57
1523	CREATIVE DESIGNS	BIKE PLATFORM	690.00
223724	DANN DEE DISPLAY	RACKS	980.41
235049	DANN DEE DISPLAY	FREIGHT	77.50
47698	DARLING	SHELVING	2,958.85
47697	DARLING	DISPLAYERS	7,390.00
55283	DARLING	SHELVING	294.00
55454	DARLING	TIE TUBES	25.80
49719	DARLING	SHELVING	2,005.50
91-377	DECOR TRENDS	SIGNAGE	4,389.69

91-436	DECOR TRENDS	SIGNAGE	264.20
16992	DELUXE SYSTEMS	LOCKERS	3,445.20
10711	DIVERSIFIED	FRT RE:MEYER'S	731.30
10737	DIVERSIFIED	FRT RE:MEYER'S	184.05
91377	DTI CARRIERS	FRT RE:DECOR TR	419.65
016699	EMPIRE SAFE	SAFE	4,500.00
23651	ENTEL MFG	HAND TRUCKS	5,235.98
23802	ENTEL MFG	C/O HANGER RACKS	285.00
15410	EXCALIBUR	SHELVING	3,048.61
15021	EXCALIBUR	SHELVING	31,088.82
15511	EXCALIBUR	SHELVING	719.40
15028	EXCALIBUR	BACKROOM SHELVING	15,455.00
065006	FASTENERS/RETAIL	SIGNHOLDERS	201.81
267814DI	FITALL	CAMERA STAND	360.33
266788DI	FIT-ALL	CARDHOLDERS	2,983.56
8401	FROHLING	SIGN	9,072.50
71191	FROHLING	SIGN	8,072.50
8580	FROHLING	SIGN	125.00
8491	FROHLING SIGN	NEON SIGN	3,965.00
23680	GENERAL DISPLAY	SIGNHOLDERS	795.00
23832	GENERAL DISPLAY	HOOKS	76.00
23693	GENERAL DISPLAY	SHELF HARDWARE	11,808.13
023991	GENERAL DISPLAY	BRACKETS	270.99
023963	GENERAL DISPLAY	SIGNHOLDERS	217.70
023795	GENERAL DISPLAY	GRID FIXTURES	9,839.90
23916	GENERAL DISPLAY	COUNTER	345.00
23937	GENERAL DISPLAY	DIVIDER	262.50
23980	GENERAL DISPLAY	SIGNHOLDER	27.09
23847	GENERAL DISPLAY	HOOKS	242.88
024155	GENERAL DISPLAY	SHELF HARDWARE	239.00
023669	GENERAL DISPLAY	SHELVING	17,058.75
242070	G.O.D.	FRT RE:BON ART	141.61
1	H.W. KEPPLER	INSTALLATION	1,050.00
231145	IBD	ROLLING FIXTURES	3,008.00
231100	IBD	ROLLING FIXTURES	6,984.00
1496	JACKSON LAMINATE	SHOWCASES	23,757.00
1305	JACKSON LAMINATED	SHELVING	1,104.00
0179	JDS DISPLAY	CART	1,275.00
261530	JOSLIN DISPLAY	DISPLAY	1,551.00
261597	JOSLIN DISPLAY	RACKS	1,316.91
261063	JOSLIN DISPLAY	ROUNDERS/RACKS	15,644.27
264065	JOSLIN DISPLAYS	RACKS	878.50
264066	JOSLIN DISPLAYS	CHROME RACK	1,079.85
36190	KWIK TICKET	CABLE--TIES	651.46
065-016981	LIDLAW CARRIERS	FRT RE:STO KRAFT	2,403.00
16441	LAWRENCE	POSTS	424.96
64913	LD PLASTICS	SIGNHOLDERS	371.28
64943	LUBIN	OFFICE FURN	1,403.00
65070	LUBIN	DESKS	4,140.00
MS-4037-1	MACDONALD MOVING	FRT RE:MANHATTAN	417.62
345752	MAGEE CO.	ENCODER/COUNTER	6,191.00
2811	MANHATTAN STORE	SHIRT CUBES	1,851.00
3128	MANHATTAN STORE	SHIRT CUBES	1,030.00
895993	MASTER LOCK	INCIDENTALS	279.00
IS-0805-002	MATL HANDLG SYS	BEAMS	355.86
MS-4029-1	MCDONALD MOVING	FRT RE:MANHATTAN	641.52
6561554	MERCHANTS TRUCK	FRT RE:JACKSON LAM	575.09

1	MERIT PROPERTIES	INSTALLATION	22,500.00
2	MERIT PROPERTIES	INSTALLATION	22,500.00
4	MERIT PROPERTIES	INSTALLATION	22,500.00
4	MERIT PROPERTIES	INSTALLATION	20,900.00
3	MERIT PROPERTIES	INSTALLATION	22,500.00
0954	MEYER'S CABINET	TABLES	6,522.80
023784	MURAL TRANSPORT	FRT RE:STO KRAFT	802.25
021383	MURAL TRANSPORT	FRT RE:STORE KRAFT	2,086.00
021407	MURAL TRANSPORT	FRT RE:STORE KRAFT	2,086.00
0573	NERIANA	SECURITY BOOTHS	2,478.00
38372	NESTAWAY	CONVEYOR	3,873.00
62539100	NORTH AMERICAN	FRT RE:REYNOLDS	1,565.90
001	NUNZIO TARTAGLIO	STEEL BOX	675.00
41365	OAKLAND INDUS	SIGNHOLDERS	675.00
41544	OAKLAND INDUST.	FREIGHT	102.32
006916	PHILADELPIA TRAM	BALER	7,915.00
107894	PRESENTATION BOX	SHELVING	2,251.90
194757	PROSEC	2-WAY RADIOS	4,348.00
14294	REFLECTOR HRDWR	HOOKS	463.82
50444	REHRIG INT'L	CARTS	36,750.00
A7425N	REYNOLDS CORP	CHECKOUT SYSTEM	15,595.00
3833934922	ROADWAY EXPRESS	FRT RE:STORE KRAFT	174.66
3380393859	ROADWAY EXPRESS	FRT RE:STREATER	287.10
054293	SAMA PLASTICS	BALLOT BOXES	177.17
004059	SELECTO-FLASH	BANNERS	2,981.00
3554	SELECTO-FLASH	SIGNAGE	491.00
3599	SELECTO-FLASH	DECALS	958.52
3553	SELECTO-FLASH	DECALS	80.88
3600	SELECTO-FLASH	INSTALLATION	333.00
78958	SEYMOUR OFFICE	TABLES	936.79
79679	SEYMOUR OFFICE	FILE CABINETS	273.99
79370	SEYMOUR OFFICE	TABLES	1,092.92
334663	SPARTUS	CLOCKS	95.60
156272	SPECTRUM	DISPLAY	4,915.88
162558	SPECTRUM	SHELF HDWR	170.90
162853	SPECTRUM	SHELF HDWR	108.00
161896	SPECTRUM	BELT DISPLAY	1,074.29
163753	SPECTRUM	SHELF HDWR	178.75
156689	SPECTRUM	RACQUET DISP	808.18
157743	SPECTRUM	RACQUET DISP	182.15
163671	SPECTRUM	GLASS TOPS	870.00
096541	SPENCER	DUMP BINS	2,374.20
092801	SPENCER	SHELVING	7,371.49
096542	SPENCER	END CAPS	91.86
096574	SPENCER	TABLES	464.35
B94710	SPENCER	SHELVING	1,483.50
B94897	SPENCER	PILLOW DIVIDER	278.46
01E0100600	STARLIFT EQUIP	CONVEYORS	452.50
01E0107260	STARLIFT EQUIP	STACKER	6,212.00
01E0100450	STARLIFT EQUIP	PALLET JACKS	1,336.00
156768	STORE KRAFT	FRT RE:156768	77.85
154479	STORE KRAFT	SHELVING	31,804.10
156748	STORE KRAFT MFG	SHELVING	4,852.00
39873	STREATER	SHELVING	296.66
37274	STREATER	PROMO GONDOLA	3,339.83
41300	STREATER	FRT RE:#37267	147.41
39748	STREATER	SHELVING	13,771.59

41669	STREATER	GONDOLA	651.98
37364	STREATER	FURNITURE SHELVES	471.31
37365	STREATER	COSMETICS GONDOLA	6,663.28
39747	STREATER	SHELVING	2,404.59
41610	STREATER	GONDOLAS	1,665.68
39745	STREATER	SHELVING	1,724.10
37278	STREATER	SEASONAL GONDOLA	10,227.98
36471	STREATER	SHELVING	196.99
37279	STREATER	GIFTWARE GONDOLA	6,849.28
44445	STREATER	SHELVING	194.61
38119	STREATER	FREIGHT	1,449.90
38626	STREATER	SHELVING	1,288.80
37254	STREATER	SEASONAL SHELVING	662.19
39744	STREATER	SHELVING	1,319.45
37268	STREATER	DOMESTICS SHELVING	2,680.44
37361	STREATER	SLATWALL	8,417.46
42628	STREATER	SHELVING	78.64
37270	STREATER	TOY DEPT GONDOLAS	16,419.09
39743	STREATER	SHELVING	1,319.45
45836	STREATER	FRT RE:#44562	324.87
37256	STREATER	TOY WALL SHELVING	665.81
37253	STREATER	HARDWARE SHELVING	2,218.75
37362	STREATER	GONDOLAS	5,500.80
38120	STREATER	FREIGHT	1,449.90
37363	STREATER	GIFTWARE SHELVES	364.98
37272	STREATER	GONDOLA	1,289.02
37275	STREATER	BOOK DEPT GONDOLAS	8,695.42
44086	STREATER	SHELVING	120.75
37251	STREATER	HOUSEWARES SHELVIN	1,128.26
37676	STREATER	GONDOLA PARTS	933.41
37271	STREATER	FITTING ROOM	5,197.45
37277	STREATER	CURTAIN GONDOLA	16,675.32
37273	STREATER	HANG RODS	58.64
37280	STREATER	SIGN CHANNELS	10,286.61
37366	STREATER	HDWR/AUTO GONDOLA	11,730.09
39749	STREATER	SHELVING	10,093.94
46211	STREATER	WIRE GRIDS	136.62
37255	STREATER	GONDOLA	16,141.22
39746	STREATER	SHELVING	368.15
37269	STREATER	SHOE SHELVING	808.74
38073	STREATER	SLATWALL	280.09
39750	STREATER	SHELVING	10,306.72
36824	STREATER	FREIGHT	1,503.60
37276	STREATER	STATIONARY GONDOLA	4,354.36
37281	STREATER	GONDOLA	5,434.45
37360	STREATER	HANGRODS	1,532.80
37675	STREATER	SHELVING HARDWARE	333.23
37252	STREATER	CANDY DEPT GONDOLA	4,018.67
44562	STREATER	SHELVING	410.64
37267	STREATER	SPORT WALL SHELVES	1,851.65
25-036333	ST. JOHNSBURY	FRT RE:GEN DISPLY	1,460.25
61264439	ST. JOHNSBURY	FRT RE:NESTAWAY	143.16
12-430189	ST. JOHNSBURY	FRT RE:JOSLIN	1,213.94
25-065556	ST. JOHNSBURY	FREIGHT	38.50
12-418467	ST. JOHNSBURY	FRT RE:JOSLIN	154.08
38-085162	ST. JOHNSBURY	FRT RE:ENTEL	121.06
38-085091	ST. JOHNSBURY	FREIGHT	38.50

25083202	ST. JOHNSBURY	FRT RE:SPENCER	140.09
25079161	ST. JOHNSBURY	FRT RE:SPENCER	38.50
12352383	ST. JOHNSBURY	FRT RE:JOSLIN	79.96
62-064344	ST. JOHNSBURY	FRT RE:UNIV BUS	77.73
22-215562	ST. JOHNSBURY	FRT RE:MAINTAINCO	68.71
35401320	ST. JOHNSBURY	FRT RE:TRION	137.11
28074626	ST. JOHNSBURY	FRT RE:GENERAL DIS	360.68
25128254	ST. JOHNSBURY	FRT RE:GEN DISPLY	38.50
04-421652	ST. JOHNSBURY	FRT RE:DELUXE SYS	148.57
19-467895	ST. JOHNSBURY	FREIGHT	171.23
23137788	ST. JOHNSBURY	FRT RE:SPECTRUM	127.28
12416598	ST. JOHNSBURY	FRT RE:JOSLIN	38.50
25038542	ST. JOHNSBURY	FRT RE:GENERAL DIS	292.85
35401320	ST. JOHNSBURY	FRT RE:TRION	137.11
41022690	ST. JOHNSBURY	FRT RE:H. ROSE	38.50
25037440	ST. JOHNSBURY	FRT RE:SPENCER	66.08
22082949	ST. JOHNSBURY	FRT RE:LMB DESIGNS	50.52
41024885	ST. JOHNSBURY	FRT RE:OMEGA	38.50
39-493882	ST. JOHNSBURY	FRT RE:TRI-ARC	85.20
25-069055	ST. JOHNSBURY	FRT RE:GENL DISP	38.50
12427736	ST. JOHNSBURY	FRT RE:JOSLIN	79.96
25040725	ST. JOHNSBURY	FRT RE:GENERAL DIS	38.50
35-397853	ST. JOHNSBURY	FRT RE:TRION	108.54
384680	SYNDICATE GLASS	SHELVING	130.68
391816	SYNDICATE GLASS	SHELVING	74.36
58251	TIMES SQUARE	DECOR	2,612.00
58077	TIMES SQUARE	DECOR	2,945.00
2400	TOBART MANNEQUIN	MANNEQUINS	1,478.67
A88306	TRION	HOOKS	3,099.81
A92077	TRION INDUS	HOOKS	617.70
A89646	TRION INDUSTRIES	HOOKS	1,731.51
31757	TRI-ARC MFG	ROLLING LADDERS	2,109.60
522614	ULTRUM/GAMETIME	BENCH	477.89
32765-0	UNIV BUSINESS	SAFES	1,521.50
351235-7	VALLERIE	FRT RE:STARLIFT	44.00
629776	WHEELER MFG	MOWER DSPY STDS	85.70
IS090073	WOMACK	FREIGHT	950.00
IS-0801-986	WOMACK MATL HAN	SHELVING	16,785.30
370-294274	YELLOW FREIGHT	FRT RE:DARLING	217.63
370314330	YELLOW FREIGHT	FRT RE:DARLING	67.50
370288645	YELLOW FREIGHT	FRT RE:DARLING	769.68
370315258	YELLOW FREIGHT	FRT RE:DARLING	130.32
133452836	YELLOW FREIGHT	FRT RE:STREATER	35.00
133-456011	YELLOW FREIGHT	FRT RE:STREATER	335.47
133-456015	YELLOW FREIGHT	FRT RE:STREATER	169.92
007704	ZELL	FREIGHT	185.00
007453	ZELL BROTHERS	PLATFORMS	1,375.00
11820	ZERO CORP.	FRT RE:P.O. 35850	146.65
11692	ZERO U.S. CORP	RACKS	9,450.00

 931,755.93
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Caldor # 146
 575 Governor Ritchie Hwy
 Severna Park MD 21146

Sale-Leaseback
 December 1991

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Invoice #	Vendor	Description	Amount Financed
50064	ACRE & CO.	POSTS	1,218.25
35338	ALARMEX	SECURITY SYSTEMS	39,420.00
35917	ALARMEX	SECURITY SYSTEM	3,901.00
77300	ANGOLA WIRE	SHELVING	1,098.20
77759	ANGOLA WIRE	BRACKETS	192.25
78357	ANGOLA WIRE	BRACKETS	189.75
3912905	APA TRANSPORT	FRT RE:SPECTRUM	105.00
13045	ARISTON	DECOR	1,288.49
0A27303005	A. LISS	UTILITY SCALE	101.80
18059	BON ART	TOOLING	600.00
18055	BON ART	DISPLAYS	73,006.18
54953	BOSTON RETAIL	CORNER GUARD	735.58
102384	BUSINESS ENV	FILE CABINETS	2,658.00
102378	BUSINESS ENV	OFFICE FURN	2,526.00
70234	CANNON EQUIP	SECURITY BARS	312.35
563112	CARGO	FRT RE:IBD	795.47
2401909162	CAROLINA FREIGHT	FRT RE:ALLIED	103.27
1482217255	CAROLINA FREIGHT	FRT RE: MENASHA	81.17
1820870219	CAROLINA FREIGHT	FRT RE: ANGOLA	81.84
1482099934	CAROLINA FREIGHT	FRT RE: MENASHA	131.54
0964207560	CAROLINA FRT	FRT RE:SPENCER	327.97
4111163864	CAROLINA FRT	FRT RE:FIT ALL	110.40
0473039470	CAROLINA FRT	FRT RE:CARGOTAINER	1,297.27
1064577407	CAROLINA FRT	FRT RE:CON GRAPH	35.00
4190399852	CAROLINA FRT	FRT RE:CEN SALES	68.97
117390921	CENTRAL DELIVERY	FRT RE:PLATFORMS	417.50
17902	CENTRAL SALES	SPIRAL BOARD	1,833.74
56050	CENTRAL SALES	STEM HOLDER	329.60
48847	CENTRAL SALES	SIGNHOLDERS	141.24
47416	CENTRAL SALES	NUMERALS, ETC.	3,245.91
6989	CHECKPOINT	SECURITY SYSTEM	803.95
4830	CHECKPOINT	SECURITY SYS	7,862.28
4829	CHECKPOINT	FREIGHT	62.28
9110	CHECKPOINT	SURVEILLANCE DOME	984.25
6856	CHECKPOINT	TRAYS	703.95
26768	CHROMA COPY	PRINTS	9,737.00 <i>etc</i>
012702	CLS INDUSTRIES	C/O LIGHT POSTS	1,487.38
0003283-IN	COLORGRAPHICS	SIGNAGE	10,180.00
014760	CONCEPT	PLATFORM HDWR	570.28
894055606	CONSOLIDATED FRT	FRT RE:STREATER	552.87
01718	CREATIVE CONTNR	PALLETS	519.60
01656	CREATIVE CONT.	BINS	1,609.57
1523	CREATIVE DESIGNS	BIKE PLATFORM	690.00
223724	DANN DEE DISPLAY	RACKS	980.41
235049	DANN DEE DISPLAY	FREIGHT	77.50
47698	DARLING	SHELVING	2,958.85
47697	DARLING	DISPLAYERS	7,390.00
55283	DARLING	SHELVING	294.00
55454	DARLING	TIE TUBES	25.80
49719	DARLING	SHELVING	2,005.50
91-377	DECOR TRENDS	SIGNAGE	4,389.69

91-436	DECOR TRENDS	SIGNAGE	264.20
.16992	DELUXE SYSTEMS	LOCKERS	3,445.20
10711	DIVERSIFIED	FRT RE:MEYER'S	731.30
10737	DIVERSIFIED	FRT RE:MEYER'S	184.05
91377	DTI CARRIERS	FRT RE:DECOR TR	419.65
016699	EMPIRE SAFE	SAFE	4,500.00
23651	ENTEL MFG	HAND TRUCKS	5,235.98
23802	ENTEL MFG	C/O HANGER RACKS	285.00
15410	EXCALIBUR	SHELVING	3,048.61
15021	EXCALIBUR	SHELVING	31,088.82
15511	EXCALIBUR	SHELVING	719.40
15028	EXCALIBUR	BACKROOM SHELVING	15,455.00
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264066	JOSLIN DISPLAYS	CHROME RACK	1,079.85
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065-016981	LIDLAW CARRIERS	FRT RE:STO KRAFT	2,403.00
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64943	LUBIN	OFFICE FURN	1,403.00
65070	LUBIN	DESKS	4,140.00
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895993	MASTER LOCK	INCIDENTALS	279.00
IS-0805-002	MATL HANDLG SYS	BEAMS	355.86
MS-4029-1	MCDONALD MOVING	FRT RE:MANHATTAN	641.52
6561554	MERCHANTS TRUCK	FRT RE:JACKSON LAM	575.09

1	MERIT PROPERTIES	INSTALLATION	22,500.00
2	MERIT PROPERTIES	INSTALLATION	22,500.00
4	MERIT PROPERTIES	INSTALLATION	22,500.00
4	MERIT PROPERTIES	INSTALLATION	20,900.00
3	MERIT PROPERTIES	INSTALLATION	22,500.00
0954	MEYER'S CABINET	TABLES	6,522.80
023784	MURAL TRANSPORT	FRT RE:STO KRAFT	802.25
021383	MURAL TRANSPORT	FRT RE:STORE KRAFT	2,086.00
021407	MURAL TRANSPORT	FRT RE:STORE KRAFT	2,086.00
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006916	PHILADELPIA TRAM	BALER	7,915.00
107894	PRESENTATION BOX	SHELVING	2,251.90
194757	PROSEC	2-WAY RADIOS	4,348.00
14294	REFLECTOR HRDWR	HOOKS	463.82
50444	REHRIG INT'L	CARTS	36,750.00
A7425N	REYNOLDS CORP	CHECKOUT SYSTEM	15,595.00
3833934922	ROADWAY EXPRESS	FRT RE:STORE KRAFT	174.66
3380393859	ROADWAY EXPRESS	FRT RE:STREATER	287.10
054293	SAMA PLASTICS	BALLOT BOXES	177.17
004059	SELECTO-FLASH	BANNERS	2,981.00
3554	SELECTO-FLASH	SIGNAGE	491.00
3599	SELECTO-FLASH	DECALS	958.52
3553	SELECTO-FLASH	DECALS	80.88
3600	SELECTO-FLASH	INSTALLATION	333.00
78958	SEYMOUR OFFICE	TABLES	936.79
79679	SEYMOUR OFFICE	FILE CABINETS	273.99
79370	SEYMOUR OFFICE	TABLES	1,092.92
334663	SPARTUS	CLOCKS	95.60
156272	SPECTRUM	DISPLAY	4,915.88
162558	SPECTRUM	SHELF HDWR	170.90
162853	SPECTRUM	SHELF HDWR	108.00
161896	SPECTRUM	BELT DISPLAY	1,074.29
163753	SPECTRUM	SHELF HDWR	178.75
156689	SPECTRUM	RACQUET DISP	808.18
157743	SPECTRUM	RACQUET DISP	182.15
163671	SPECTRUM	GLASS TOPS	870.00
096541	SPENCER	DUMP BINS	2,374.20
092801	SPENCER	SHELVING	7,371.49
096542	SPENCER	END CAPS	91.86
096574	SPENCER	TABLES	464.35
B94710	SPENCER	SHELVING	1,483.50
B94897	SPENCER	PILLOW DIVIDER	278.46
01E0100600	STARLIFT EQUIP	CONVEYORS	452.50
01E0107260	STARLIFT EQUIP	STACKER	6,212.00
01E0100450	STARLIFT EQUIP	PALLET JACKS	1,336.00
156768	STORE KRAFT	FRT RE:156768	77.85
154479	STORE KRAFT	SHELVING	31,804.10
156748	STORE KRAFT MFG	SHELVING	4,852.00
39873	STREATER	SHELVING	296.66
37274	STREATER	PROMO GONDOLA	3,339.83
41300	STREATER	FRT RE:#37267	147.41
39748	STREATER	SHELVING	13,771.59

41669	STREATER	GONDOLA	651.98
37364	STREATER	FURNITURE SHELVES	471.31
37365	STREATER	COSMETICS GONDOLA	6,663.28
39747	STREATER	SHELVING	2,404.59
41610	STREATER	GONDOLAS	1,665.68
39745	STREATER	SHELVING	1,724.10
37278	STREATER	SEASONAL GONDOLA	10,227.98
36471	STREATER	SHELVING	196.99
37279	STREATER	GIFTWARE GONDOLA	6,849.28
44445	STREATER	SHELVING	194.61
38119	STREATER	FREIGHT	1,449.90
38626	STREATER	SHELVING	1,288.80
37254	STREATER	SEASONAL SHELVING	662.19
39744	STREATER	SHELVING	1,319.45
37268	STREATER	DOMESTICS SHELVING	2,680.44
37361	STREATER	SLATWALL	8,417.46
42628	STREATER	SHELVING	78.64
37270	STREATER	TOY DEPT GONDOLAS	16,419.09
39743	STREATER	SHELVING	1,319.45
45836	STREATER	FRT RE:#44562	324.87
37256	STREATER	TOY WALL SHELVING	665.81
37253	STREATER	HARDWARE SHELVING	2,218.75
37362	STREATER	GONDOLAS	5,500.80
38120	STREATER	FREIGHT	1,449.90
37363	STREATER	GIFTWARE SHELVES	364.98
37272	STREATER	GONDOLA	1,289.02
37275	STREATER	BOOK DEPT GONDOLAS	8,695.42
44086	STREATER	SHELVING	120.75
37251	STREATER	HOUSEWARES SHELVIN	1,128.26
37676	STREATER	GONDOLA PARTS	933.41
37271	STREATER	FITTING ROOM	5,197.45
37277	STREATER	CURTAIN GONDOLA	16,675.32
37273	STREATER	HANG RODS	58.64
37280	STREATER	SIGN CHANNELS	10,286.61
37366	STREATER	HDWR/AUTO GONDOLA	11,730.09
39749	STREATER	SHELVING	10,093.94
46211	STREATER	WIRE GRIDS	136.62
37255	STREATER	GONDOLA	16,141.22
39746	STREATER	SHELVING	368.15
37269	STREATER	SHOE SHELVING	808.74
38073	STREATER	SLATWALL	280.09
39750	STREATER	SHELVING	10,306.72
36824	STREATER	FREIGHT	1,503.60
37276	STREATER	STATIONARY GONDOLA	4,354.36
37281	STREATER	GONDOLA	5,434.45
37360	STREATER	HANGRODS	1,532.80
37675	STREATER	SHELVING HARDWARE	333.23
37252	STREATER	CANDY DEPT GONDOLA	4,018.67
44562	STREATER	SHELVING	410.64
37267	STREATER	SPORT WALL SHELVES	1,851.65
25-036333	ST. JOHNSBURY	FRT RE:GEN DISPLY	1,460.25
61264439	ST. JOHNSBURY	FRT RE:NESTAWAY	143.16
12-430189	ST. JOHNSBURY	FRT RE:JOSLIN	1,213.94
25-065556	ST. JOHNSBURY	FREIGHT	38.50
12-418467	ST. JOHNSBURY	FRT RE:JOSLIN	154.08
38-085162	ST. JOHNSBURY	FRT RE:ENTEL	121.06
38-085091	ST. JOHNSBURY	FREIGHT	38.50

25083202	ST. JOHNSBURY	FRT RE:SPENCER	140.09
25079161	ST. JOHNSBURY	FRT RE:SPENCER	38.50
12352383	ST. JOHNSBURY	FRT RE:JOSLIN	79.96
62-064344	ST. JOHNSBURY	FRT RE:UNIV BUS	77.73
22-215562	ST. JOHNSBURY	FRT RE:MAINTAINCO	68.71
35401320	ST. JOHNSBURY	FRT RE:TRION	137.11
28074626	ST. JOHNSBURY	FRT RE:GENERAL DIS	360.68
25128254	ST. JOHNSBURY	FRT RE:GEN DISPLY	38.50
04-421652	ST. JOHNSBURY	FRT RE:DELUXE SYS	148.57
19-467895	ST. JOHNSBURY	FREIGHT	171.23
23137788	ST. JOHNSBURY	FRT RE:SPECTRUM	127.28
12416598	ST. JOHNSBURY	FRT RE:JOSLIN	38.50
25038542	ST. JOHNSBURY	FRT RE:GENERAL DIS	292.85
35401320	ST. JOHNSBURY	FRT RE:TRION	137.11
41022690	ST. JOHNSBURY	FRT RE:H. ROSE	38.50
25037440	ST. JOHNSBURY	FRT RE:SPENCER	66.08
22082949	ST. JOHNSBURY	FRT RE:LMB DESIGNS	50.52
41024885	ST. JOHNSBURY	FRT RE:OMEGA	38.50
39-493882	ST. JOHNSBURY	FRT RE:TRI-ARC	85.20
25-069055	ST. JOHNSBURY	FRT RE:GENL DISP	38.50
12427736	ST. JOHNSBURY	FRT RE:JOSLIN	79.96
25040725	ST. JOHNSBURY	FRT RE:GENERAL DIS	38.50
35-397853	ST. JOHNSBURY	FRT RE:TRION	108.54
384680	SYNDICATE GLASS	SHELVING	130.68
391816	SYNDICATE GLASS	SHELVING	74.36
58251	TIMES SQUARE	DECOR	2,612.00
58077	TIMES SQUARE	DECOR	2,945.00
2400	TOBART MANNEQUIN	MANNEQUINS	1,478.67
A88306	TRION	HOOKS	3,099.81
A92077	TRION INDUS	HOOKS	617.70
A89646	TRION INDUSTRIES	HOOKS	1,731.51
31757	TRI-ARC MFG	ROLLING LADDERS	2,109.60
522614	ULTRUM/GAMETIME	BENCH	477.89
32765-0	UNIV BUSINESS	SAFES	1,521.50
351235-7	VALLERIE	FRT RE:STARLIFT	44.00
629776	WHEELER MFG	MOWER DSPY STDS	85.70
IS090073	WOMACK	FREIGHT	950.00
IS-0801-986	WOMACK MATL HAN	SHELVING	16,785.30
370-294274	YELLOW FREIGHT	FRT RE:DARLING	217.63
370314330	YELLOW FREIGHT	FRT RE:DARLING	67.50
370288645	YELLOW FREIGHT	FRT RE:DARLING	769.68
370315258	YELLOW FREIGHT	FRT RE:DARLING	130.32
133452836	YELLOW FREIGHT	FRT RE:STREATER	35.00
133-456011	YELLOW FREIGHT	FRT RE:STREATER	335.47
133-456015	YELLOW FREIGHT	FRT RE:STREATER	169.92
007704	ZELL	FREIGHT	185.00
007453	ZELL BROTHERS	PLATFORMS	1,375.00
11820	ZERO CORP.	FRT RE:P.O. 35850	146.65
11692	ZERO U.S. CORP	RACKS	9,450.00

 931,755.93
 =====

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. 272031 recorded in
Liber 524, Folio 226 on 3/14/88 at Anne Arundel Co., Md.
Date Location

1. DEBTOR(S):
 Name(s) Piney Orchard Master Partnership
c/o The KMS Group, Inc.
 Address(es) 8808 Centre Park Drive, Suite 300.
Columbia, Maryland 21045

2. SECURED PARTY:
 Name Maryland National Bank
10 Light Street, Mail Stop 021901
Construction Finance Unit
 Address Baltimore, Maryland 21202

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

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

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

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

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

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

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

8. Exhibit A attached hereto and made a part hereof.

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.

SECURED PARTY

Maryland National Bank

By William A. Kulick
William A. Kulick, Vice President
(Type, Name and Title)



16.00
.50
03/23/88
MARY M. ROSE
AN CO. CIRCUIT COURT

16
18

BEING all those parcels shown and described as "Recreation Area" and "Open Space" on those Plats entitled, "Orchard Point at Piney Orchard, P.U.D. Subdivision, Phase 1, Parcel 15," which Plats are recorded among the Land Records of Anne Arundel County, Maryland as in Plat Book 137, Pages 34 through 36, plats numbered 7157, 7158 and 7159.

All those parcels shown and described as "Recreation Area", "Open Space" and "Non-Tidal Wetlands 'A' and 'B'" on those Plats of "Orchard Gate at Piney Orchard", otherwise known as "Parcel 15A, Piney Orchard PUD Subdivision, Phase 1", said plat being recorded in the Plat Records of Anne Arundel County in Plat Book 135, pages 41 through 44, plats numbered 7064 through 7067.

Mail to ~~_____~~

All those parcels shown and described as "Recreation Area", "Open Space" and "Non-Tidal Wetlands 'A' and 'B'" on those Plats of "Orchard Gate at Piney Orchard", otherwise known as "Parcel 15A, Piney Orchard PUD Subdivision, Phase 1", said plat being recorded in the Plat Records of Anne Arundel County in Plat Book 135, pages 41 through 44, plats numbered 7064 through 7067.

285921

To Be Recorded In:

- Land Records of Anne Arundel County
 Financing Statement Records of Anne Arundel County
 State Department of Assessments and Taxation

Subject to Recordation Tax:
Principal Amount is \$45,000.00

The appropriate amount of recordation taxes have been paid upon the filing of the Deed of Trust and Security Agreement ("Deed of Trust") recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as additional security in the same loan.

DATE: March 18, 1992

FINANCING STATEMENT

1. Debtor: Address:
 ROBERT F. BEALL P.O. Box 365
 Route 3 North
 Millersville, Maryland 21108
2. Secured Party: Address:
 FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION 9171 Baltimore National Pike
 Ellicott City, Maryland 21043
 Attn: Charles C. Holman,
 Executive Vice President
3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real property situate in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto (the "Property"), and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, and/or in which Debtor may now have or hereafter acquire rights, 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 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 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 building or buildings in any manner; and

BL
CLERK

1350

(c) all building and construction materials and equipment now or hereafter delivered to the Property and intended to be installed therein; and

(d) all leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property; and

(e) all of the accounts of the Debtor, including without limitation, all notes, accounts receivable, drafts, acceptances and similar instruments and documents, and all contract rights; and

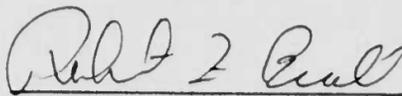
(f) all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts, subcontracts, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional materials, wherever located and whenever created, compiled or made with respect to the Property; and

(g) all of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise; and

(h) all of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The aforesaid items are included as security in the Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustee(s), and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral, after-acquired property, substitutions, renewals, replacements, additions or accretions of the above-described property, and all cash and non-cash proceeds thereof, are covered hereunder.

DEBTOR:



 ROBERT F. BEALL

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL THOSE TWO (2) LOTS OF GROUND situate and lying in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Nos. 38 and 39, Block 29, as shown on the plat entitled "Herald Harbor on the Severn, Section C," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 3, page 34.

beall3desc.cwj (ws10)
R&E 102-703

285922

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

Joseph P. Wilkinson

1 Chartwell Drive
Severna Park, MD 21146

SECURED PARTY

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

Attach separate list if necessary

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

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

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



11.00
POSTAGE .05
POSTAGE .45
MORSE400 C191 R03 110704
03/24/95

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.

MARY H. ROSE
AN APPLICANT CIRCUIT COURT

Debtor (or Assignor)

Secured Party (or Assignee)

Joseph P. Wilkinson
Joseph P. Wilkinson

FARMERS NATIONAL BANK OF MARYLAND

BY *Greg J. Selby*
Type or print names under signatures

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

11.8

285923

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 13,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Harbour Climate Control Corporation

907-A Commerce Road
Annapolis, MD 21401

SECURED PARTY

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

Attach separate list if necessary

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

"Power-Vac" System, Manufactured by Pringle Power-Vac, Inc., MFG 1986

Engine: Wisconsin Model V465D, Serial #6205563
Compressor: Quincy Model 325, Serial #339862

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
POSTAGE .50

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

71.00
H075410 0191 R03 T10704
03/24/92

Debtor (or Assignor)

Secured Party (or Assignee)

Harbour Climate Control Corp.
By: *William H. Smith*
William H. Smith, President

FARMERS NATIONAL
BANK OF MARYLAND



MARY M. ROSE
AN CO. CIRCUIT COURT

BY *Joseph L. Schmidt*

Type or print names under signatures

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

1191
-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 March 20, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

285924

1. DEBTOR

Name Foodarama, Inc. t/d/b/a BASICS Food Market
Address 8160 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name Maryland National Bank (as Agent)
Address 10 Light Street, Baltimore, MD 21203
Carol S. Vernon
c/o Stevens & Lee, 607 Washington St., P.O. Box 679, Reading, PA 19603
Person And Address To Whom Statement Is To Be Returned 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.

Name and address of Assignee



RECORD FEE 14.00

POSTAGE .50

#095500 C191 R03 11:09

03/24/92

MARY H. ROSE
AA CO. CIRCUIT COURT

This financing statement is not subject to the 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)

James D. Neilson, Sec.
(Signature of Debtor)

James D. Neilson, Sec.
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

14
50



UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, component parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

Please
Return to:

CAPITOL PARALEGAL SERVICES, INC.
P O Box 2775
Harrisburg PA 17105



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated March 20, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285925

Name FOOD-A-RAMA-G.U., INC. t/d/b/a BASICS
Address 1649 Crofton Square, Crofton, MD 21114

2. SECURED PARTY

Name Maryland National Bank (as Agent)
Address 10 Light Street, Baltimore, MD 21203
Carol S. Vernon
c/o Stevens & Lee, 607 Washington St., P.O. Box 679, Reading, PA 19603
Person And Address To Whom Statement Is To Be Returned 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.

Name and address of Assignee

RECORD FEE 14.00

POSTAGE .50

This financing statement is not subject to the Recordation Tax.

CHECK THE LINES WHICH APPLY

#095510 C191 R03 T11:10

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

03/24/92

MARY H. ROSE

AA CO. CIRCUIT COURT

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

BL
CLERK

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James D. Neilson, Sec.
(Signature of Debtor)

James D. Neilson, Sec.
Type or Print Above Name on Above Line

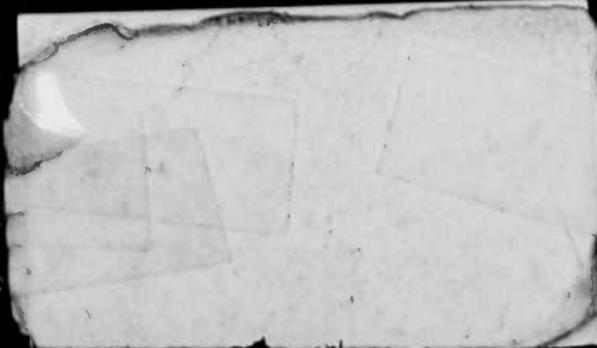
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

14
50



UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, component parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

Please
return to:

CAPITOL PARALEGAL SERVICES, INC.
P.O. Box 2775
Harrisburg PA 17105



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated March 20, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

285926

1. DEBTOR

Name Foodarama, Inc. t/d/b/a BASICS

Address 5602 Ritchie Highway, Glen Burnie, MD 21225

2. SECURED PARTY

Name Maryland National Bank (as Agent)

Address 10 Light Street, Baltimore MD 21203

Carol S. Vernon
c/o Stevens & Lee, 607 Washington St., P.O. Box 679, Reading, PA 19603

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

3. Maturity date of obligation (if any) _____

RECORD FEE 14.00

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

POSTAGE .50

See Exhibit "A" attached hereto.

Name and address of Assignee
#095520 0191 R03 T1:10
03/24/92



MARY M. ROSE

AA CO. CIRCUIT COURT

This financing statement is not subject to the 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)

James D. Neilson, Sec.
(Signature of Debtor)

James D. Neilson, Sec.
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

14
50



UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, component parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

Please return
to:

CAPITOL PARALEGAL SERVICES, INC
P O Box 2775
Harrisburg PA 17105



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated March 20, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285927

Name Foodarama Group, Inc. t/d/b/a BASICS

Address 6439 Old Annapolis Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Maryland National Bank (as Agent)

Address 10 Light Street, Baltimore MD 21203

Carol S. Vernon
c/o Stevens & Lee, 607 Washington St., P.O. Box 679, Reading, PA 19603
Person And Address To Whom Statement Is To Be Returned 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.

Name and address of Assignee
RECORD FEE 14.00
POSTAGE .50
#095530 0191 R03 T:1:14
03/24/92



MARY H. ROSE

This financing statement is not subject to the 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)

James D. Neilson, Sec.
(Signature of Debtor)

James D. Neilson, Sec.
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

1A
18



UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, component parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

Please return
to?

CAPITOL PARALEGAL SERVICES, IN
P O Box 2775
Harrisburg PA 17105



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated March 20, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285928

Name FOOD-A-RAMA-R.U., INC. t/d/b/a BASICS

Address 670 Old Mill Road, Millersville, MD 21108

2. SECURED PARTY

Name Maryland National Bank (as Agent)

Address 10 Light Street, Baltimore, MD 21203

Carol S. Vernon

c/o Stevens & Lee, 607 Washington St., P.O. Box 679, Reading, PA 19603

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

3. Maturity date of obligation (if any) _____

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

RECORD FEE 14.00

See Exhibit "A" attached hereto.

Name and Address of Assessor
BL
CLERK
POSTAGE .50
#095540 0191 R03 T11:12
03/24/92

MARY H. ROSE

This financing statement is not subject to the Recordation Tax. CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James D. Neilson, Sec.
(Signature of Debtor)

James D. Neilson, Sec.
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

19
52



UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, component parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

Please
return to:

CAPITOL PARALEGAL SERVICES, INC
P O Box 2775
Harrisburg PA 17105



285929

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 Electronic Associates, Inc.

Address 185 Monmouth Parkway, West Long Branch, NJ 07764

2. SECURED PARTY

Name Mellon Bank, N.A.

Address Mellon Independence Square, 5th Floor, P.O. Box 7620, Philadelphia, PA 19101

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

3. Maturity date of obligation (if any) _____

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

Debtor hereby grants to Secured Party a security interest and lien upon all of Debtor's existing and future accounts, contract rights, chattel papers, instruments, documents, inventory, general intangibles, ~~machinery, equipment, furniture, fixtures and all other proceeds of tangible personal property~~, all as more particularly described on Exhibit "A" attached hereto and made part hereof, and all proceeds of any of the foregoing.

13.00

.50

RO3 711:15

03/24/92

MARY H. ROSE

AA CO. CIRCUIT COURT



CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Electronic Associates, Inc.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Mellon Bank, N.A.
Type or Print Above Name on Above Line

1350

1.

EXHIBIT "A"

Debtor:

Electronic Associates, Inc.
185 Monmouth Parkway
West Long Branch, NJ 07764

Secured Party:

Mellon Bank, N.A.
Three Mellon Bank Center - Third Floor
Philadelphia, PA 19102

Debtor hereby grants to Secured Party:

1. All of Debtor's existing and future accounts, contract rights, chattel paper, instruments and documents and all other rights to the payment of money whether or not yet earned, for services rendered or goods sold, consigned, leased or furnished by Debtor or otherwise, together with (i) all goods (including any returned, rejected, repossessed or consigned goods), the sale, consignment, lease or other furnishings of which shall have given or may give rise to any of the foregoing, (ii) all of Debtor's rights as a consignor, consignee, unpaid vendor or other lienor in connection therewith, including stoppage in transit, set-off, detinue, replevin and reclamation, (iii) all general intangibles related thereto, (iv) all guaranties, mortgages, security interest, assignments, and other encumbrances on real or personal property, leases and other agreements or property securing or relating to any accounts, (v) choses-in-action, claims and judgments, (vi) any returned or unearned premiums which may be due upon cancellation of any insurance policies, and (vii) all products and proceeds of any of the foregoing;

2. All of Debtor's present and future inventory (including but not limited to goods held for sale or lease or furnished or to be furnished under contracts for service, raw materials, work-in-process, finished goods and goods used or consumed in Debtor's business) whether owned, consigned or held on consignment, together with all merchandise, component materials, supplies, packing, packaging and shipping materials, and all returned, rejected or repossessed goods sold, consigned, leased or otherwise furnished by Debtor and all products and proceeds of any of the foregoing;

3. All of Debtor's present and future general intangibles (including but not limited to manufacturing and processing rights, designs, warranties, patent rights and applications therefor, trademarks and registration or applications therefor, tradenames, brand names, logos, inventions, copyrights and all applications and registrations therefor), software and computer programs, license rights, royalties, trade secrets, methods, processes, know-how, formulas, drawings, specifications, descriptions, label designs, plans, blueprints, patterns and all memoranda, notes and records with respect to any research and development, and all products and proceeds of any of the foregoing;

4. All of Debtor's present and future general ledger sheets, files, records, books of account, invoices, bills, certificates or documents of ownership, bills of sale, business papers, correspondence, credit files, tapes, cards, computer runs and all other data and data storage systems whether in the possession of Debtor or any service bureau; and

5. All deposits, funds, instruments, documents, policies and certificates of insurance, securities, chattel paper and other assets of Debtor or in which Debtor has an interest and all proceeds thereof, now or at any time hereafter on deposit with or in the possession or control of Secured Party, including all cash collateral accounts, or owing by Secured Party to Debtor or in transit by mail or carrier to Secured Party or in the possession of any other individual, corporation, partnership, trust, unincorporated organization, association, joint stock company, or a government or any agency or a subdivision thereof acting on Secured Party's behalf, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or otherwise, or whether Secured Party has conditionally released the same, and in all assets of Debtor in which Secured Party now has or may at any time hereafter obtain a lien, mortgage, or security interest for any reason.

Nothing contained herein grants to the Secured Party a security interest in Debtor's leasehold interests in real property or the improvements thereon.



TAMPS \$245.00
RECORDING COST: \$11.50

STATE OF MARYLAND

Circuit Court Chattel Records
for Anne Arundel County
Identifying File No. _____

FINANCING STATEMENT

FORM JCC-7 578 PAGE 458

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 35,000.00

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

This financing statement Dated February 28, 1992, presented to a filing officer for filing pursuant to the Uniform Commercial Code. **285930**

1. DEBTOR

Name Geary Holdings, Inc.
Address 551 Baltimore Annapolis Blvd., Severna Park, MD 21146

2. SECURED PARTY

Name Lee Owens Enterprises, Inc.
Address 207 Woodloch Lane, Severna Park, Maryland 21146

Peter J. Sommer, Tydings & Rosenberg, 100 E. Pratt Street, Baltimore MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

See Schedule A attached

RECORD FEE 11.00

RECORD TAX 245.00

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)
Geary Holdings, Inc.

By: _____
(Signature of Debtor)

Jacqueline Geary, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lee Morris
(Signature of Secured Party)

LEE MORRIS - President
Type or Print Above Signature on Above Line

245.50



MARY H. ROSE

#085400 0191 R03 T11:214
03/24/92



SCHEDULE A

- 43 - Assorted Fish Tanks
 - 16 - Pieces of Assorted Wall Shelving
 - 1 - Free Standing Blue Storage Rack
 - 2 - Circular Display Gondolas
 - 18 - Pet Food Bins
 - 3 - 2' High Plastic Storage Bins
 - 1 - Sharp Electronic Cash Register, Model XE 1055
 - 1 - Toledo Scale, Model 8431
 - 1 - AT&T Answering Machine and Phone, Model 5352
 - 1 - 8' Counter
 - 2 - Book Display Racks
 - 1 - 8 Bin Display Rack
 - 1 - 5' X 4' Glass Display Case
 - 1 - Plant Display Carousel
 - 1 - Card Display Rack
 - 2 - C-L Telephone 2 Line
 - 1 - 4 Drawer Desk
 - 1 - Haward S200 Filtration System
 - Miscellaneous Jars and Equipment
 - 1 - Plastic Laminate Tub
 - 12 - Dog Cages
 - 1 - Kenmore Washer
 - 1 - Kenmore Dryer
 - 1 - Blower
 - 3 - Speedy Dryers, Floor Standing
 - 1 - Grooming Table
 - 1 - Sears Wet/Dry Vac
 - 1 - 6' Table
 - 1 - Jackson 66 Gallon Water Heater
 - 1 - Sink
 - 1 - Red Devil Stand Up Vacuum
 - 1 - 4 Drawer Filing Cabinet
 - 1 - Green Metal Desk
 - 1 - Printer Table
 - 1 - Faxphone 15
 - 1 - Safe
 - 1 - Bookcase
 - 1 - Office Chair
 - 1 - Stool
 - 3 - Bird Display Cases
- All Inventory
- All other claims and rights under leases, contracts, copyrights, service marks, trademarks, trade names, trade secrets, patents, patent applications, royalty rights, deposits, goodwill, transferable licenses, leasehold improvements and rights of any kind.

FINANCING STATEMENT

FORM UCC BOOK

578

PAGE 460

Identifying File No.

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

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 35,000.00*

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

This financing statement Dated February 28, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

285931

1. DEBTOR

Name Geary Holdings, Inc.

Address 551 Baltimore Annapolis Blvd., Severna Park, MD 21146

2. SECURED PARTY

Name Lee Morris

Address 207 Woodloch Lane, Severna Park, Maryland 21146

Peter J. Sommer, Tydings & Rosenberg, 100 E. Pratt Street, Baltimore MD 21202

Person And Address To Whom Statement Is To Be Returned 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

Name and address of Assignee



RECORD FEE 11.00

POSTAGE .05

H09590 0191 R03 T11:22

CHECK THE LINES WHICH APPLY

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

03/24/92

MARY M. ROSE

AA CO. CIRCUIT COURT

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

POSTAGE .45

H095700 0191 R03 T11:21

(Proceeds of collateral are also covered)

03/24/92

(Products of collateral are also covered)

MARY M. ROSE

AA CO. CIRCUIT COURT

GEARY HOLDINGS, INC.

By:

(Signature of Debtor)

Jacqueline Geary, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

LEE MORRIS - individually

Type or Print Above Signature on Above Line

* RECORDATION TAX in the amount of \$245.00, paid to the Clerk of the Circuit Court for Anne Arundel County on the UCC-1 RECORDED IMMEDIATELY PRIOR HERETO. Michael W. Tan - Atty.

SCHEDULE A

- 43 - Assorted Fish Tanks
 - 16 - Pieces of Assorted Wall Shelving
 - 1 - Free Standing Blue Storage Rack
 - 2 - Circular Display Gondolas
 - 18 - Pet Food Bins
 - 3 - 2' High Plastic Storage Bins
 - 1 - Sharp Electronic Cash Register, Model XE 1055
 - 1 - Toledo Scale, Model 8431
 - 1 - AT&T Answering Machine and Phone, Model 5352
 - 1 - 8' Counter
 - 2 - Book Display Racks
 - 1 - 8 Bin Display Rack
 - 1 - 5' X 4' Glass Display Case
 - 1 - Plant Display Carousel
 - 1 - Card Display Rack
 - 2 - C-L Telephone 2 Line
 - 1 - 4 Drawer Desk
 - 1 - Haward S200 Filtration System
 - Miscellaneous Jars and Equipment
 - 1 - Plastic Laminate Tub
 - 12 - Dog Cages
 - 1 - Kenmore Washer
 - 1 - Kenmore Dryer
 - 1 - Blower
 - 3 - Speedy Dryers, Floor Standing
 - 1 - Grooming Table
 - 1 - Sears Wet/Dry Vac
 - 1 - 6' Table
 - 1 - Jackson 66 Gallon Water Heater
 - 1 - Sink
 - 1 - Red Devil Stand Up Vacuum
 - 1 - 4 Drawer Filing Cabinet
 - 1 - Green Metal Desk
 - 1 - Printer Table
 - 1 - Faxphone 15
 - 1 - Safe
 - 1 - Bookcase
 - 1 - Office Chair
 - 1 - Stool
 - 3 - Bird Display Cases
- All Inventory
- All other claims and rights under leases, contracts, copyrights, service marks, trademarks, trade names, trade secrets, patents, patent applications, royalty rights, deposits, goodwill, transferable licenses, leasehold improvements and rights of any kind.

STATE OF MARYLAND

BOOK 578 PAGE 462

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264874

RECORDED IN BOOK 505 PAGE 357 ON December 02, 1986 (DATE)

1. DEBTOR

Name C.A. TUCK COMPANY
Address P.O. Box 141, Gambrills, MD 21054 Anne Arundel Co.

2. SECURED PARTY

Name STATE EQUIPMENT, DIV. SECORP NATIONAL, INC.
Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>One (1) Dresser Paydozer Model TD7E SBL 10415</p>	

RECORD FEE 10.00

POSTAGE .50



4095710 0391 R03 711:26

03/24/92

MARY H. ROSE
SA CO. CIRCUIT COURT

Dated March 16, 1992

Roy Neal
(Signature of Secured Party)

Roy Neal, VP Sales
Type or Print Above Name on Above Line

10.50

PRINT OR TYPE ALL INFORMATION

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

285932

Clerk of Circuit Court - Anne Arundel County

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

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

Baldwin Line Construction of Maryland, Inc.
376 Marlyneck Road
Glen Burnie, MD 21060

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

Ingersoll-Rand Company,
Ingersoll-Rand Equipment Sales Division
5681 Main Street
Elkridge, MD 21227

Name & address of Assignee

Associates Commercial Corporation
P. O. Box 241385
Charlotte, NC 28224-1385

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

RECORD FEE 11.00

0095750 0191 003 111-20
03/24/92

Description of collateral covered by original financing statement

One (1) Ingersoll-Rand Model P160WJDU Air Compressor, S/N: 206111

complete with all present and future attachments, accessories, replacement parts, repairs, additions and all proceeds thereof.



MARY H. ROSE

ANNE ARUNDEL COUNTY CIRCUIT COURT

RECORDATION TAX EXEMPT - CONDITIONAL SALES CONTRACT.

Describe Real Estate if applicable:

Baldwin Line Construction of Maryland, Inc.

Signature of Debtor if applicable (Date)

John Cook

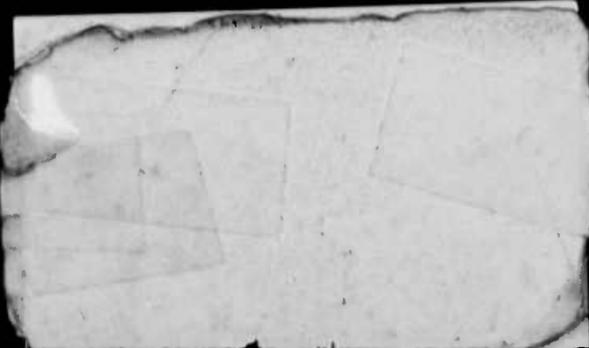
John Cook, President

Ingersoll-Rand Company,
Ingersoll-Rand Equipment Sales Division

Signature of Secured Party if applicable (Date)

Bradley W. Berger

Bradley W. Berger, Operations Manager



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 223285

RECORDED IN LIBER 398 FOLIO 563 ON February 27, 1979 (DATE)

1. DEBTOR

Name ABC Appliance Sales & Service, Inc.

Address 6 Mayo Road, Edgewater, MD 21037 and 3268 Bolling Road Edgewater, MD 21037

2. SECURED PARTY

Name Whirlpool Acceptance Corporation

Address 8220 Wellmoor Court Savage, Maryland 20863

Whirlpool Financial Corp. P.O. Box 1119, Mt. Laurel, NJ 08054

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

RECORD FEE 10.00
POSTAGE .50
MAY 20 1979
03/24/79

3. Maturity date of obligation (if any)

BL
CLERK

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: AMENDMENT <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend secured party's name & address to:</p> <p>Whirlpool Financial Corporation P.O. Box 1119 Mt. Laurel, NJ 08054</p>	

Power of Attorney

Jeffrey Kremenich

Jeffrey Kremenich
(Print Name on Above Line.)

Dated March 18, 1992

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

10 5



BOOK 578 PAGE 465

285933

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) Recep Erol, M.D., P.A. 1414 N. Crane Highway (Suite 6A) Glenburnie, MD 21061	2. Secured Party(ies) and address(es) Lear Financial Corporation 312 Clairemont Road Villanova, PA 19085	For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4. This financing statement covers the following types (or items) of property: U3000067

SEE SCHEDULE "A"



RECORD FEE 11.00

5. Assignee(s) of Secured Party and Address(es) Meridian Leasing, Inc. .50
 1 Meridian Blvd. - 4th Floor
 Wyomissing, PA 19610

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

Recep Erol, M.D., P.A.

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

Lear Financial Corporation

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 578 PAGE 465

285933

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) Recep Erol, M.D., P.A. 1414 N. Crane Highway (Suite 6A) Glenburnie, MD 21061	2. Secured Party(ies) and address(es) Lear Financial Corporation 312 Clairemont Road Villanova, PA 19085	For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4. This financing statement covers the following types (or items) of property: 63000067

SEE SCHEDULE "A"



5. Assignee(s) of Secured Party and Address(es) .50
Meridian Leasing, Inc.
 1 Meridian Blvd. - 4th Floor
 Wyomissing, PA 19610

RECORD FEE 11.00
 6095800 0191 003 11:39
 03/24/92
 PA CO. CIRCUIT COURT

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

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

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

By: Recep Erol, M.D., P.A.
Signature(s) of Debtor(s) **President**

By: Lear Financial Corporation
Signature(s) of Secured Party(ies) **President**

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



SCHEDULE A

BOOK 278 PAGE 400

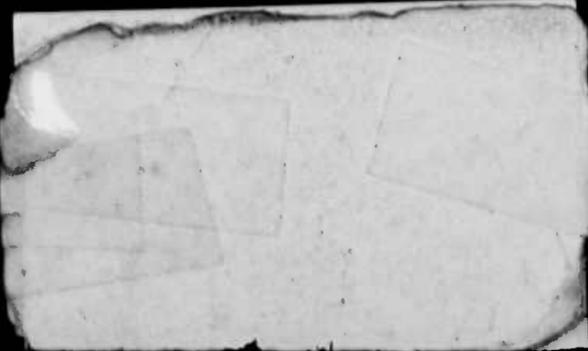
Schedule A, annexed to and forming part of Lease Agreement between LEAR FINANCIAL CORPORATION, Lessor, and Recep Erol, M.D., P.A., Lessee, and dated 2-17-92

<u>No.</u>	<u>Model Number and Description of Equipment</u>	<u>Serial Number</u>
1	Toshiba Color Flow Doppler Ultrasound System, Model SSH65A (SN-C7513562) Preowned, Reconditioned, Consisting of (1) PSB - 25R 2.5 MHZ Transducer (1) PSB - 37R 3.75 MHZ Transducer (1) PSD - 25R 2.5 MHZ Duplex Transd. (1) PC - 25M 2.5 MHZ CW Transducer (1) Panasonic VCR Model #6300 (1) Sony UP #870MD Video Printer (new) (1) - BX/5 Rolls Upp#110HD Thermal Paper	

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

Lear Financial Corporation
 Lessor
 By [Signature] Pres.
 Title

Recep Erol, M.D., P.A.
 Lessee
 By [Signature] President
 Title



STATE OF MARYLAND

BOOK 578 PAGE 407

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275217

RECORDED IN LIBER 534 FOLIO 221 ON 11/14/88 (DATE)

Anne Arundel Co.

1. DEBTOR

Name American Communication Installations, Ltd. 7507759-8

Address 150 Midlantic Parkway, Thorofare, New Jersey 08086

2. SECURED PARTY

Name Circle Business Credit, Inc.

Address 110 S. Jefferson Plaza, Whippany, New Jersey 07981

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

RECORD FEE 10.00
POSTAGE .50

3. Maturity date of obligation (if any)

MAR 11 11:40
03/24/92

CHECK FORM OF STATEMENT

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

BL CLERK

Circle Business Credit, Inc.

Dated February 4, 1992

1050

Beverly Burks
(Signature of Secured Party)

Beverly Burks, Adm. Asst.

Type or Print Above Name on Above Line



PARTIES

Debtor name (last name first if individual) and mailing address:
MARC R. KUNDRAT
236 LYONS CREEK MHP
LOTHIAN MD 20711 1

Debtor name (last name first if individual) and mailing address:
CAROL RENE BOYD-KUNDRAT
236 LYONS CREEK MHP
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:
EASY LIVING INC
5408 SOUTHERN MARYLAND BLVD
LOTHIAN MD 20711 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):

EASY LIVING INC

Dianna Chughant - 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 **578** PAGE **468**
285934 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:
 1976 ELITE
 14 X 65 SERIAL# 13808 AND INCLUDING
 ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
 THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
 ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
 PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
 OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
 STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
 HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
 THE STATE LAW EQUIVALENT STATUTE. 9
 (check only if desired) Products of the collateral are also covered.

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

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

DEBTOR SIGNATURE(S)

Debtor Signature(s):
MARC R. KUNDRAT *Marc R. Kundrat*
CAROL RENE BOYD-KUNDRAT *Carol Rene Boyd-Kundrat* 11

1b

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

STANDARD FORM - FORM UCC-1 (7-89)
 Approved by Secretary of Commonwealth of Pennsylvania

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

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

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. **2859.35**

1. DEBTOR

Name THOMAS MILLER & CYNTHIA L. MILLER
Address 37 EMERSON RD. SEVERNA R. MD.

21146

2. SECURED PARTY

Name Baldwin Piano & Organ Company
Address 422 Wards Corner Rd.
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)

Baldwin grand piano Model SD-6
Serial NO. 155385 with bench

NOT subject to recordation tax

Secured party is not seller.

Name and address of Assignee
RECORD FEE 12.00
MARY. N. POST

BL CLERK Anne Arundel
44 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)

x [Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line
o Cynthia L. Miller
(Signature of Debtor)

Type or Print Above Signature on Above Line
[Signature]

BALDWIN PIANO & ORGAN COMPANY
D. L. Girkin, Adm. Asst.
(Signature of Secured Party)
D. L. Girkin, Adm. Asst.
Type or Print Above Signature on Above Line

1931-0242



STATE OF MARYLAND

BOOK 578 PAGE 470

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 284296

Anne Arundel
County

RECORDED IN LIBER _____ FOLIO _____ ON 8-13-91 (DATE)
Book 570 Page 583

1. DEBTOR

Name Brooklyn Cycle World, Inc.

Address 6027 Ritchie Hwy Baltimore, MD 21225
"Plus any and all locations"

2. SECURED PARTY

Name ITT Commercial Finance Corp.

Address PO Box 1587
Voorhees, NJ 08043

RECORD FEE 10.00

POSTAGE .50

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

03/24/92

3. Maturity date of obligation (if any) _____

MARY H. ROSE

SA CO. CIRCUIT COURT

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

To change secured party address to: PO Box 1448
Mt. Laurel, NJ 08054



"Brooklyn Cycle World, Inc.
By: Kete Counard
Duly Authorized Attorney-In-Fact"

Kete H. Counard
KETE H. COUNARD

Dated 3-11-92

William Ferrara
(Signature of Secured Party)
William FERRARA
Type or Print Above Name on Above Line

108

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 14,167.00

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

2859.36

Name MARTEN'S CARS OF ANNAPOLIS INC. T/A ANNAPOLIS VOLVO SUBARU
Address 1930 WEST STREET ANNAPOLIS, MD 21041

2. SECURED PARTY

RECORD FEE 12.00

Name REYNA FINANCIAL CORPORATION
Address 800 GERMANTOWN STREET DAYTON, OH 45407

RECORD TAX 101.50

POSTAGE .00

MARYLAND DEPT OF REGISTRY

04/24/92

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

MARY H. ROSE

3. Maturity date of obligation (if any) NONE

MD CIRCUIT COURT

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

ONE (1) REYNOLDS AND REYNOLDS VIM/NET COMPUTER SYSTEM MODEL DEALER PLUS (RECOND.) INCLUDES THE FOLLOWING TERMINALS: 1-TI 820 KSR (RECOND.) 4-TELEVIDEO 965 CRT, 1-R&R 2400 COMMUNICATIONS DEVICE W/HANDSET (RECOND.). CABLE, FREIGHT, INSTALLATION, TAPE CARTRIDGES, AND APPLICATION SOFTWARE LICENSE FEES FOR: ACCOUNTING, PAYROLL, PARTS INVENTORY CONTROL. THREE (3) ADDL PORTS, 28MB ADDL DISK, ONE (1) VA212LC MODEM & HANDSET.

Name and address of Assignee



THIS FINANCING STATEMENT IS AUTHORIZED BY AND EXECUTED ON BEHALF OF THE DEBTOR BY REYNA FINANCIAL CORPORATION AS ATTORNEY IN FACT PURSUANT TO A WRITTEN AGREEMENT. THIS FILING IS FOR NOTICE PURPOSES ONLY. THE TRANSACTION OUT OF WHICH THIS FILING ARISES IS A TRUE LEASE BETWEEN SECURED PARTY/LESSOR AND DEBTOR/LESSEE. PRINCIPLE INDEBTEDNESS IS \$14,167.00.

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)

Linda L. Holland Lease Assistant
(Signature of Debtor)
LINDA L. HOLLAND, LEASE ASSISTANT
MARTEN'S CARS OF ANNAPOLIS INC. T/A ANNAPOLIS

Type or Print Above Name on Above Line
VOLVO SUBARU BY REYNA FINANCIAL CORP.,
ATTORNEY IN FACT

(Signature of Debtor)

Linda L. Holland Lease Assistant
(Signature of Secured Party)
LINDA L. HOLLAND, LEASE ASSISTANT
REYNA FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

Handwritten notes: 12, 101.50, 82.52



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:
Corman Construction, Inc.
12001 Guilford Road
Annapolis Junction, MD 20701
- 2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
6400 Arlington Boulevard, Falls Church, VA 22042
- 3. The maturity date of the obligation (if any) is: _____

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

As per Schedule "A" which is attached hereto and made a part hereof.

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):

Corman Construction, Inc. _____

WMC
William G. Cox
President

Secured Party:

First Virginia Commercial Corporation _____

By: *[Signature]*
(AUTHORIZED SIGNATURE)
Harold V. Dellinger, II
Vice President
(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

RECORD FEE 11.00
POSTAGE .50
RECORDING OFFICE 03/24/92
MARY H. ROSE
AA CO. CIRCUIT COURT



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SCHEDULE "A"

Attached hereto and made a part of Note and Security Agreement dated March 10, 1992, between First Virginia Commercial Corporation and Corman Construction, Inc., Debtor

- Two (2) Caterpillar 225 Excavators, SN 51U5190, 51U5345
- One (1) Caterpillar 120G Grader, SN 87V7782
- One (1) Caterpillar 926 Wheel Loader, SN 94Z1605
- One (1) Caterpillar 926E Wheel Loader, SN 4NB02290
- One (1) Caterpillar 936E Wheel Loader, SN 33Z03770
- One (1) Caterpillar 963 Track Loader, SN 6Z1181
- One (1) Caterpillar 963LGP Track Loader, SN 21Z02054
- One (1) Caterpillar 963LGP Track Loader, SN 21Z02363
- One (1) Caterpillar D6D Dozer, SN 4X9154
- One (1) Caterpillar D8N Dozer, SN 9TC00858
- One (1) Caterpillar IT28B Tool Carrier, SN 1HF01168
- One (1) Liebherr Excavator, SN 346-0284
- One (1) Liebherr R932HDSL, SN 260-2304
- One (1) Liebherr R932HDSL, SN 260-4037
- One (1) Liebherr R942HDSL, SN 229-4088
- Four (4) Terex TS-14B Scrapers, SN HS21207, HS21211, HS21222, HS21238
- One (1) G660-E Gradall, SN 0169407
- One (1) R942HD-LC Liebherr Excavator, SN 4235
- One (1) Dresser, Model TD20G, SN U035043
- One (1) Dresser, Model TD20G, SN U035077
- One (1) Dresser 870 RL Grader, SN 100829
- Two (2) 1990 International, Model F5070SF19, SN KCD29539, KCD29542
- One (1) JLG Model 60H Boom Lift, SN 0309013787

Complete with all present and future attachments, accessories, replacement parts, repairs, additions and all proceeds thereof.

WANDA



STATE OF MARYLAND

BOOK 578 PAGE 474

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 222873

RECORDED IN LIBER 398 FOLIO 76 ON February 1, 1979 (DATE)

1. DEBTOR

Name Anne Arundel County Farmers' Cooperative Association, Inc.
Address 155 Eighth Avenue N. Glen Burnie, MD 21061

2. SECURED PARTY

Name Whirlpool Acceptance Corporation
Address 8220 Wellmoor Court Savage, Maryland 20863

RECORD FEE 10.00
POSTAGE .50
4075500 0191 803 111-47
03/24/92

Whirlpool Financial Corporation P.O. Box 1119 Mt. Laurel, NJ 08054 Attn: Mary Smith
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

BL
CLERK

CHECK FORM OF STATEMENT

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

Amend secured party's name & address to: Whirlpool Financial Corporation
P.O. Box 1119 Mt. Laurel, NJ 08054

Amend collateral to read: 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. When such inventory has been financed by Whirlpool Financial Corporation

Anne Arundel County Farmers' Cooperative Association, Inc.

Basil H. Smith, Treas.
(Signature of Debtor)

Basil H. Smith, Treas.
(Type or Print Above Name on Above Line)

Dated 3/1/92

Whirlpool Acceptance Corporation

Jeffrey Kremenich
(Signature of Secured Party)

Jeffrey Kremenich
Type or Print Above Name on Above Line

10.50





UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1 81497-40

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

3 Maturity data (if any)

1 Debtor(s) (Last Name First) and address(es) Xerox Corporation Xerox Square Rochester, NY 14644	2 Secured Party(ies) and address(es) U.S. Portfolio Leasing 615 Battery Street San Francisco, CA 94111	For Filing Officer (Date, Time, Number, and Filing Office) <p style="text-align: center; font-size: 24pt;">285938</p>
---	---	--

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

The Xerox Copier/Duplicator and accessories listed by serial number on Schedule A attached hereto including accessories and all replacements and substitutions thereof and all leases and rental agreements now in existence or hereafter created covering or concerning said equipment including, without limitation, all rights of the debtor to receive rental payments and other moneys due and to become due under or pursuant to said leases or rental agreements, and all proceeds of any and all of the foregoing.

ASSIGNEE OF SECURED PARTY

"NOT SUBJECT TO RECORDATION TAX"

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered

This filing is to perfect a security interest taken or retained by a seller of collateral to ensure all or part of its price. *02*

Filed with CC - Anne Arundel (MD)

Xerox Corporation

U.S. Portfolio Leasing

By: *Alan J. Zeppenfeld DFS/ph*
 Signatures of Debtor(s)
Alan J. Zeppenfeld

By: *Alan J. Zeppenfeld DFS/ph*
 Signatures of Secured Party(ies)
Alan J. Zeppenfeld

FILING OFFICER-ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

RETURN COPY TO:
 DATA FILE SERVICES, INC.
 1728 OLYMPIC BLVD.
 SANTA MONICA, CA 90404

(213) 396-3282

RECORD FEE 11.00
 POSTAGE .50
 #056030 0191 003 111156
 03/24/92
 HARY H. ROSE
 AN CO. CIRCUIT COURT



1550



Xerox Private Data
Page: 125

Xerox Corporation
UCC1 Equipment Listing
Sorted by Location

UCC1
Date: 10/21/91
Time: 14:21:51

Equipment listing for State of: MARYLAND
County of: ANNE ARUNDEL

Location Code	Customer Name	Model Number	Serial Number	Contract
190030020	DEPT. OF NATURAL	5028	68H469890	US LEASING WAVE 22
190030020	ARUNDEL CENTER	5028	68H470074	US LEASING WAVE 22
190030020	DIVISION OF STATE	5028	68H474367	US LEASING WAVE 23
190030020	MARYLAND STATE	5028	68H479288	US LEASING WAVE 23
190030020	MD STATE ADMIN	5028	68H486765	US LEASING WAVE 23
190030020	ANNE ARUNDEL COUNTY	5028	68H489652	US LEASING WAVE 22
190030020	ARUNDEL CENTER	5028	68H493081	US LEASING WAVE 22
190030020	MARY McNALLY ROSE	5028	68H502478	US LEASING WAVE 23
190030020	DEPT. OF LEGISLATIVE	5028	68H507243	US LEASING WAVE 23
190030020	DEPT. OF LEGISLATIVE	5028	68H507244	US LEASING WAVE 23
190030020	STATE HIGHWAY ADMIN	5028	68H510228	US LEASING WAVE 23
190030020	WESTINGHOUSE	5090	WB1076793	US PORTFOLIO WAVE 16
190030041	DEED	5028	68H468636	US LEASING WAVE 23
190030183	TECHNOLOGY SERVICE	5028	68H475153	US LEASING WAVE 23
190030185	DEPT. OF HEALTH AND	5028	68H489617	US LEASING WAVE 23
190030185	MENTAL HYGENE ADMIN.	5028	68H510650	US LEASING WAVE 23
190030245	MOTOR VEHICLE	5028	68H507291	US LEASING WAVE 23
190030245	MOTOR VEHICLE	5028	68H507294	US LEASING WAVE 23
190030254	CENAB BAY AREA OFF-	5028	68H468685	US LEASING WAVE 22

Xerox Private Data

Page: 25

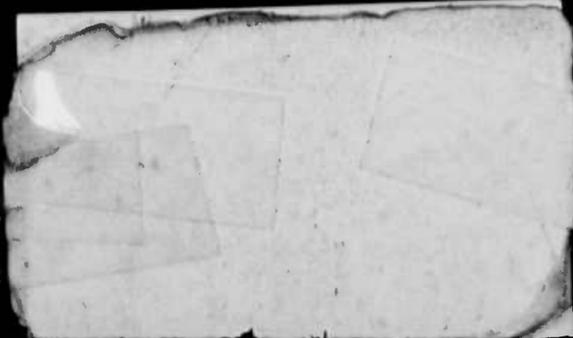
Xerox Corporation
UCC1 Equipment Listing
Sorted by Location

UCC1
Date: 01/20/92
Time: 16:07:32

Equipment listing for State of: MARYLAND
County of: ANNE ARUNDEL

Location Code	Customer Name	Model Number	Serial Number	Contract
190030328	THE BOEING COMPANY	5052	15P306018	US LEASING WAVE 24

04
92



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.

2859.39

1. DEBTOR

Name Thomas R. &/or Judith S. McMurtrey
Address 452 Carvel Beach Road; Baltimore, MD 21226

2. SECURED PARTY

Name Sussex Trust
Address P.O. Box 311; Georgetown, DE 19947

RECORD FEE 1.20

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

POSTAGE .50

3. Maturity date of obligation (if any) _____

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

1992 Ozark Deck Boat
1992 Venture Boat Trailer

Name and address of Assignee:
Sussex Trust
P.O. Box 311
Georgetown, DE 19947

BL CLERK
MAR 24 1992
CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

Thomas R. McMurtrey
(Signature of Debtor)

Thomas R. McMurtrey
Type or Print Above Name on Above Line

Judith S. McMurtrey
(Signature of Debtor)

Judith S. McMurtrey
Type or Print Above Signature on Above Line

Beverly Daisey
(Signature of Secured Party)

Sussex Trust
Type or Print Above Signature on Above Line

170.8

285940

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) GARY W. BROWN 8202 WBA RD SEVERN, MD 21144	2. Secured Party(ies) and address(es) AMERICAN GENERAL FINANCE, INC. 10201 REISTERSTOWN RD OWINGS MILLS, MD 21117	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 RECORDED, C191 R03 T12405 03/24/92 MARY H. ROEE CLERK 5. Assignee(s) of Secured Party and Address(es)
4. This financing statement covers the following types (or items) of property: 1 24X48 NEW POOL		

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:

GARY W. BROWN
By: *Gary W Brown*
Signature(s) of Debtor(s)
(1) Filing Officer Copy - Alphabetical

THOMAS BENJAMIN
By: *Thomas Benjamin*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

11/5



285941

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)

TIMOTHY BETHEA
KATINA BETHEA
1724C FORREST AVE
FT MEADE MD 20755

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

AMERICAN GENERAL FINANCE, INC.
10201 REISTERSTOWN ROAD
OWINGS MILLS, MD 21117

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

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

↑

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

BL
CLERK

RECORD FEE 1.20
RECORD FEE 10.00
POSTAGE .50

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

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

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

Filed with:

TIMOTHY BETHEA

Timothy Bethea

KATINA BETHEA

Katina A. Bethea
Signature(s) of Debtor(s)
(1) Filing Officer Copy - Alphabetical

THOMAS BENJAMIN

Thomas Benjamin
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

178



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

285942

Name Classic VW, Inc.

Address 1930B West Street Annapolis, MD 21401

2. SECURED PARTY

Name COIN Dealership Systems, Inc.

Address Executive Plaza IV Hunt Valley, MD 21031

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

3. Maturity date of obligation (if any) _____

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

COIN Computer Equipment and related Software

Name and address of Assignee



RECORD FEE 10.00
POSTAGE .50
4028310 C191 003 113:02
03/24/92
HARRY M. ROSE
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)

X P.A. Prins (President)
(Signature of Debtor)

X P.A. Prins (President)
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Theresa A. Liberto
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1505

285943

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) Helmick, Lee J. Helmick, Richard L. Helmick, Teresa M. 7830 East Shore Road Pasadena, MD. 21122	2. Secured Party(ies) and address(es) Bowers Marine Sales Incorporated 2434 Hollyneck Road Essex, MD. 21221	For Filing Officer (Date, Time, Number, and Filing Office) BL CLERK RECORD FEE 13.00 POSTAGE .50 #096330 0191 R03 T13A04 03/24/92
4. This financing statement covers the following types (or items) of property: 1992 Bass Tracker Pro 17 Boat Serial #BUJ31790A292 1992 Bass Tracker Trailstar Trailer Serial #1JL11BE18NB006668 1992 Johnson 25HP Motor Serial #G03062676		5. Assignee(s) of Secured Party and Address(es) Chrysler first Financial Services Corporation 105 Underpass Way Hagerstown, MD. 217410087

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

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

Filed with: Anne Arundel County Court House

By: Lee J. Helmick
Richard L. Helmick
Teresa M. Helmick
 Signature(s) of Debtor(s)

Bowers Marine Sales Incorporated
 By: Robert A. Soch
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy--Alphabetical **STANDARD FORM - FORM UCC-1.**



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

285944

Name William F. PEEL D.B.A. Harbour Cove Marina

Address 5910 Vacation Lane Deale Maryland 20751

2. SECURED PARTY

Name Maryland Clarklift Co., Div The Space Maker Group, Inc.

Address 3310 Childs Street Baltimore, Maryland 21226

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

RECORD FEE

12.00

POSTAGE

.50

3. Maturity date of obligation (if any) _____

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

BL CLERK

05/24/92

Name and address of Assignee: CLARK CREDIT CORPORATION 800 CIRCLE DRIVE BUCHANAN, MI 49107-1395

One (1) New Clark model C500Y165M Pneumatic tire forklift.. Serial No. Y2235-11-7045, 237/480" upright, 120" Negative drop, 84" Swing pivot carriage, 240" Marina forks, solid pneumatic tires, Drivers overhead guard.

Not subject to recordation tax, conditional sales contract, seller is the secured party.

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

WILLIAM F. PEEL 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



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.

285945

1. DEBTOR

Name CORNWELLS LAWN SERVICE

Address 2061 PHILLIPS ROAD, JESSUP, MD 20794

2. SECURED PARTY

Name ADVANCE ACCEPTANCE CORPORATION

Address 13755 FIRST AVENUE NORTH, PLYMOUTH, MN 55441

Person And Address To Whom Statement Is To Be Returned 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) C21CPN LAWN BOY S/N 3391
- (1) TORO 30941 BLOWER S/N 10001808

Name and address of Assignee



RECORD FEE 11.00
H096350 C191 R03 T13:05
03/24/92
MAY 11 1992
COURT HOUSE
CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)

Type or Print Above Name on Above Line
David C. Brown
(Signature of Debtor)

CORNWELLS LAWN SERVICE
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

ADVANCE ACCEPTANCE CORPORATION
Type or Print Above Signature on Above Line

11.00



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated March 2, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

285946

Name NOISE CANCELLATION TECHNOLOGIES, INC.

Address 1015 W. NURSERY ROAD SUITE 101, LINTHICUM, MARYLAND 21090

2. SECURED PARTY

Name WORLD OMNI LEASING, INC.

Address 120 N. W. 12th AVENUE DEERFIELD BEACH, FLORIDA 33441

Person And Address To Whom Statement Is To Be Returned 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 5FG25, SER
THIS FINANCING STATEMENT IS NOT TO BE CONSTRUED AS
AN ADMISSION THAT THE LEASE TO WHICH THE STATEMENT
RELATES BETWEEN THE SECURED PARTY AND DEBTOR
CONSTITUTES A SECURITY AGREEMENT.

NOT SUBJECT TO RECORDATION TAX!!
* EQUIPMENT LEASE DOES NOT CREATE A SECURITY INTEREST.*

Name and address of Assignee
MARY H. ROSE
BL CLERK

Serial No: 405FG25-11242

CHECK THE LINES WHICH APPLY

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

NOISE CANCELLATION TECHNOLOGIES, INC.

(Signature of Debtor)

Type or Print Above Name on Above Line

Jane A. Burke
(Signature of Debtor)

C. Mergel

(Signature of Secured Party)

WORLD OMNI LEASING, INC.

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11/50

*1
Annex
to
12-50*

MARYLAND FINANCING STATEMENT

285947

(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: Lucky Convenience Markets, Inc. T/A Lucky's
(Name or Names)
2406 Mountain Road, Pasadena, Maryland 21122
(Address) BGB 5166

LESSEE: _____
(Name or Names)

(Address)

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

3. ASSIGNEE (if any) Bank of Glen Burnie
Of LESSOR: _____
(Name or Names)
1st Ave. & Crain Hwy., S.E. Glen Burnie, MD 21061
(Address)

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

- 2-MVOX, MC3511AL Cameras
- 1-MVOX, MC3510AL Monitor
- 2-M-221 Recording System

RECORD FEE 12.00
 POSTAGE .50
 MARY H. ROSE
 66 CO. CIRCUIT COURT



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

LESSEE
Lucky Convenience Markets, Inc.
T/A Lucky's

LESSOR
Chesapeake Industrial Leasing Co., Inc.

By: Judith A. Lynch, V.P.
(Title)
Judith A. Lynch
(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

12-50 *7*



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financing Statement, identifying File Number 285075, recorded in Liber 574, Folio 431, on November 18, 1991 with among the Financing Records of Anne Arundel County, Maryland

1. DEBTOR(S): Address: MYERS ESTATES ADDITION 4418 OAKWOOD OVERLOOK COURT JOINT VENTURE DAYTON, MD 21036

2. SECURED PARTY: Address: FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION 9171 BALTIMORE NATIONAL PIKE ELLICOTT CITY, MD 21043

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

- 3. () CONTINUATION. The original Financing Statement referred to above is still effective.
4. (XX) 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, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described below.
6. () AMENDMENT. The original Financing Statement above referred to is amended as set forth below. (Signature of Debtor is required.)

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

BY: Charles C. Holman (SEAL) Name: CHARLES C. HOLMAN Title: Executive Vice President MAIL TO:



RECORD FEE 10.00 POSTAGE .50 4096790 0191 805 11.7.92 03/24/92 MARY H. ROSE HA CO. CIRCUIT COURT

CHARTER TITLE COMPANY 5042 DORSEY HALL DRIVE #103 ELLICOTT CITY, MARYLAND 21042



Handwritten numbers: 158, 1150



TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

BOOK 578 PAGE 488
285948

FINANCING STATEMENT

1. Name & Address of Debtor: RORY D. GEHMAN and LINDA L. GEHMAN
224 Ambleside Drive
Severna Park, MD 21146

2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

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 Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

14.00

.50

R04 T14:04

03/24/92

BL
CLERK

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 or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

Rory D. Gehman (SEAL)
RORY D. GEHMAN

Linda L. Gehman (SEAL)
LINDA L. GEHMAN

Secured Party:

BOOK 578 PAGE 489

BANK OF ANNAPOLIS

By: Steven G. Tyler (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401



EXHIBIT "A"

Legal Description

BOOK 578 PAGE 490

BEING KNOWN AND DESIGNATED as Unit Numbered 20, containing 904.0 square feet, more or less, in the Crain Overlook Office Center Condominium, as shown on Plats entitled, "CRAIN OVERLOOK OFFICE CENTER, A COMMERCIAL CONDOMINIUM", recorded among the Land Records of Anne Arundel County, Maryland as Condominium Plat Number E-2930 through E-2932 in Condominium Plat Book E-55, pages 30 through 32, as amended to date, together with a five percent (5%) undivided percentage interest in the common elements and in the common expenses and common profits of the Crain Overlook Office Center Condominium.

BEING one of the condominium units mentioned in the Crain Overlook Condominium Declaration and Master Deed, dated September 24, 1991, by Equity Venture Systems, Inc., a corporation organized and existing under the laws of the State of Maryland, recorded among the Land Records of Anne Arundel County in Liber M.M.R. No. 5415, folio 248, as amended to date.

SUBJECT TO and with the benefit of the Crain Overlook Office Center Condominium Declaration as aforesaid as amended to date and the By-Laws of Crain Overlook Council of Unit Owners, Inc., both recorded among the aforesaid Land Records in Liber M.M.R. No. 5415, folios 248 and 369, respectively, as amended to date, and further subject to all rights, easements, restrictions, covenants and reservations contained in or referred to in the Crain Overlook Condominium Declaration and Master Deed as amended to date as if the same had been fully set forth herein, including, but not limited to, the obligation to pay the assessments as described in the Condominium Declaration and By-Laws as amended to date.



285949

BOOK 578 PAGE 491

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 50,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Lawrence P. Hand</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>Mindy Ann Hand</u>	Attn: <u>Samuel B. Bayne, Jr.</u>
(Name)	(Name of Loan Officer)
<u>8352 Ritchie Hwy.</u>	<u>18 West St.</u>
(Address)	(Address)
<u>Pasadena, Maryland 21122</u>	<u>Annapolis, Maryland 21401</u>

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

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.

8352 Ritchie Hwy., Pasadena, Maryland 21122

Record Owner, if different from the Debtor: _____

RECORD FEE 12.00
 POSTAGE .50
 #389100 C489 R02 T09:44
 03/24/92



3. Products of the collateral are also specifically covered.

MARY H. ROSE
 AA CO. CIRCUIT COURT

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Lawrence P. Hand</u> (Seal)	_____ (Seal)
<u><i>Lawrence P. Hand</i></u> (Signature)	<u><i>Samuel B. Bayne, Jr.</i></u> (Signature)
<u>Mindy Ann Hand</u>	<u>Samuel B. Bayne, Jr.</u>
(Print or Type Name)	(Print or Type Name)

Mindy Hand

1200
50

17
50

285950

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) Back-yard Boats - Shady Side, Inc XXXXXXXXXXXXXXXXXXXX 222 Severn Avenue Annapolis, MD 21403 21403 4819 Woods Wharf Rd. Federal Tax Shady Side, MD 27064 ID521007741	2. Secured Party(ies) and address(es) Mercury Marine Acceptance Corporation 7000 Central Parkway Suite 1400 PO Box 28000 Atlanta, GA 30358	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #390410 C489 R02 T13:02 03/24/92 MARY M. ROSE AA CO. CIRCUIT COURT 5. Assignee(s) of Secured Party and Address(es)
4. This financing statement covers the following types (or items) of property: All of the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of, but not limited to, boats, boat trailers, marine engines including parts, accessories and the like acquired by debtor from Brunswick Corp., and for which secured party has made an advance on behalf of dealer to manufacturer.		

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

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

Filed with: Clerk of The Circuit Court of AnneArundel County

Back-yard Boats - Shady Side, Inc.

Mercury Marine Acceptance Corporation

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

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

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1.

1100
10
15



285951

BOOK 578 PAGE 493

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) MANNING (WAGNER) ROSEMARIE MANNING THOMAS R. 2246 MELVIN DR PASADENA, MD. 21122	2. Secured Party(ies) and address(es) BETTER BUILT 4496 MOUNTAIN RD PASADENA, MD 21122	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #390420 C489 R02 T13:03 03/24/92 MARY H. ROSE AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: ANTONIAN SPA		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FIN. 2568A RIVA RD ANNAPOLIS, MD 21401 

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

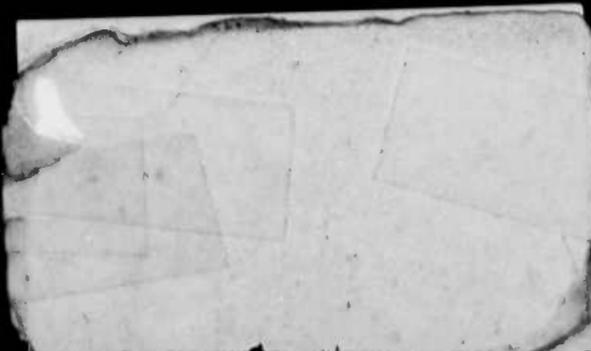
Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

By: X Rose M. Manning
Thomas R. Manning
 Signature(s) of Debtor(s)

By: BETTER BUILT
Donald Fenner
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical



285952

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
Tritech Field Engineering, Inc.
2012-H Renard Court
 (Name)
Annapolis, Maryland 21401
 (Address)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Stephanie P. Yancy
 (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)
 located at 2012-H Renard Court, Annapolis, Maryland 21401

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

RECORD FEE 11.00
 POSTAGE .50
 #390430 0489 R02 T13:04
 03/24/92
 MARY M. ROSE
 CLERK

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

Record Owner, if different from the Debtor: _____

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

DEBTOR (OR ASSIGNOR)
 (Seal)
Robert Swendeman (Seal)
 (Signature)
Robert Swendeman
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 (Seal)
 (Seal)
 (Signature)
 (Print or Type Name)

1100
13

STATE OF MARYLAND
285953
 FINANCING STATEMENT FORM UCC-1

BOOK 578 PAGE 495

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 12/05/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name S.R.B. Co., Inc.
 Address 7177 Baltimore/Annapolis, Ferndale, MD 21061

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.

WIC 219 3200 0140

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

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.

County Clerk of Ann Arundel

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)



RECORD FEE 11.00
 POSTAGE .50
 #390440 C489 R02 T13#06
 03/24/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

Bernard R. Schulz, Jr.
 (Signature of Debtor)

Bernard R. Schulz, Jr./President
 Type or Print Above Name on Above Line

Bernard R. Schulz, Jr.
 (Signature of Debtor)

BERNARD R. SCHULZ, JR.
 Type or Print Above Signature on Above Line

Robert C. Estes
 (Signature of Secured Party)

R. C. Estes, Territory Manager
 Type or Print Above Signature on Above Line

11 00 13



STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-BOOK 578 PAGE 496 Identifying File No. 285954

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

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

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

January 03, 1992

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

1. DEBTOR

Name Southdale Shell, Inc.
 Address 7925 South Ritchie Highway, Glen Burnie, MD 21061

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

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.

ANNE ARUNDEL COUNTY

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)

RECORD FEE 11.00
 POSTAGE .50
 #390450 C489 R02 T13:07
 03/24/92
 MARY H. ROSE
 AA CO. CIRCUIT COURT



[Signature]
 (Signature of Debtor)

LARRY L. ZARZECKI PRES
 Type or Print Above Name on Above Line
 Larry L. Zarzecki, Pres.

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

[Signature]
 (Signature of Secured Party)

R.C. Estes, Territory Manager
 Type or Print Above Signature on Above Line

11/20/92



219-1105-0140

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 573 PAGE 497 Identifying File No. 285955

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

If transaction or transactions wholly 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 November 23 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dadressan Inc
Address 5640 Ritchie Way Brooklyn Park, MD 31335

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.

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

Name and address of Assignee

County of Anne Arundel

CHECK THE LINES WHICH APPLY

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

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

Dadressan, Inc,

Sohail Dadressan / President
(Signature of Debtor)

SOHAIL DADRESSAN
Type or Print Above Name on Above Line

Sohail Dadressan / President
(Signature of Debtor)

SOHAIL DADRESSAN
Type or Print Above Signature on Above Line

Robert C. Estes
(Signature of Secured Party)

ROBERT C. ESTES
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#390460 C489 R02 T13:07
03/24/92
MARY H. ROSE
AA CO, CIRCUIT COURT



1100

285956

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) RENEWABLE ENERGY ASSOCIATES, INC. 2431 CROFTON LANE BAYS 1, 2, 3, 4 CROFTON, MD. 21114	2. Secured Party(ies) and address(es) PAUL V. BARONE 9606 HEATHER GREEN DR. MANASSAS, VA. 22110
---	--

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

RECORD FEE 11.00
POSTAGE .50
#390470 C489 R02 T13:08
03/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:
ALL ACCOUNTS, INVENTORY, EQUIPMENT, FIXTURES, GENERAL INTANGIBLES, INSTRUMENTS, DOCUMENTS AND CHATTLE PAPER, INCLUDING, WITHOUT LIMITATIONS, ALL GOODS REPRESENTED THEREBY AND ALL GOODS THAT MAY BE RECLAIMED AND REPOSESSED FROM OR RETURNED BY ACCOUNT DEBTORS AND ALL PROCEEDS AND PRODUCTS THEREOF (AS ALL SUCH TERMS ARE DEFINED IN THE UNIFORM COMMERCIAL CODE), NOW OWNED OR HEREAFTER ACQUIRED BY DEPTOR.

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

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: RENEWABLE ENERGY ASSOCIATES INC. President
Signature(s) of Debtor(s)

PAUL V. BARONE
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1.

1100



STATE OF MARYLAND

2-24-92

FINANCING STATEMENT

Form UCP-1 Identifying File No.

285957

BOOK 578 PAGE 499

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

If transaction or transactions wholly 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 MICHAEL S. MURPHY - SUSAN K MURPHY

Address 3940 HONEY SUCKLE DR EDGEWATER MD 21037 AA CO

2. SECURED PARTY

Name DEANS RUEBUCK & CO

Address 15500 ANNAPOLIS RD BOWIE MD 20715

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

3. Maturity date of obligation (if any) _____

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

40000 CENTRAL AIR CONDITIONER INSTALLED WITH DUCTWORK \$3599.00 LOT 35 & 39 PRT

Secured party is seller. Exempt from recordation tax under 12-108 (b) (4).

54-50703-20412-5

CHECK THE LINES WHICH APPLY

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

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

40000 CENTRAL AIR CONDITIONER ATTACHED TO FURNACE AND DUCTWORK \$3599.00

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



RECORD FEE 12.00 POSTAGE .50 H390480 C489 R02 T13:10 03/24/92 MARY M. ROSE AA CO. CIRCUIT COURT

(Signature of Debtor)

MICHAEL S. MURPHY

Type or Print Above Name on Above Line

(Signature of Debtor)

SUSAN K MURPHY

Type or Print Above Signature on Above Line

(Signature of Secured Party)

P.H. Chase, Credit Mgr 3/2/92

Type or Print Above Signature on Above Line

1200/30



0558 2685-45834

285958

BOOK 578 PAGE 500

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1 Identifying File No. _____
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ ~~300,000~~

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 Mrs & Mrs Harry E. Simms

Address 900 Nicholson St, Annapolis MD 21401

2. SECURED PARTY

Name Sears, Roebuck & Co.

Address 7023 Albert Pick Road
Greensboro, NC 27409

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

3. Maturity date of obligation (if any) _____

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

\$3654.54

Secured party is selling
Exempt from recordation tax
under 12-108 (4) (4)
Plot number - 50680-3

CHECK THE LINES WHICH APPLY

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

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

(describe real estate)
Bath Remodeling -

(Proceeds of collateral are also covered)

(Products of collateral are also covered)



RECORD FEE 12.00
POSTAGE .50
#390490 C489 R02 T13:11
03/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Harry E. Simms
(Signature of Debtor)

3/3/92
(Date)

Type or Print Above Name on Above Line

Sears, Roebuck & Co.
(Signature of Secured Party)

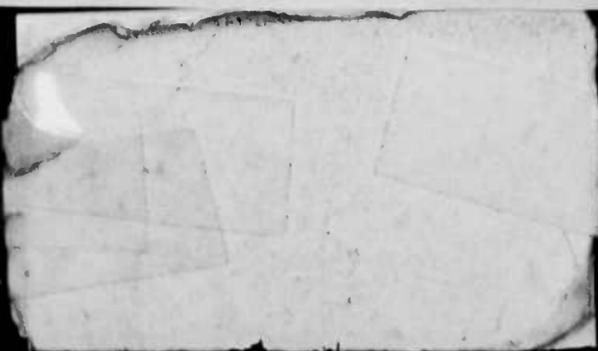
A Ruby C. Simms
(Signature of Debtor)

P. G. Chase, Credit Mgr.
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

7023 Albert Pick Road.
(Address)

1200
13



STATE OF MARYLAND

FINANCING STATEMENT FORM 285.959

Identifying File No. BOOK 578 PAGE 501

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

If transaction or transactions wholly 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 Printers Ink, Inc. T/A Minuteman Press
Address 10 Aquahart Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name AGFA Financial Services, Inc.
Address 200 Ballardvale Street
Wilmington, MA 01887

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

3. Maturity date of obligation (if any)

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

System Macintosh Equipment and related items as more fully set forth on lease dated 12/30/91 by and between Printers Ink, Inc. and AGFA Financial Services, Inc. and all after acquired property purchased or leased from secured party pertaining thereto. This filing is being made in the event that Contrary to the party's understanding and intent, the lease of the described system is held to be a secured transaction under the uniform Commercial Code. This filing is made in accordance with Article 9, Section 408.

Name and address of Assignee

"EXEMPT FROM 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)

Federal ID # 52-1273932

RECORD FEE 12.00
POSTAGE .50
#390500 C489 R02 T13:12
03/24/92
MARY H. ROSE
AA CO. CIRCUIT COURT



Signature of Debtor
DONALD M. DAILEY
Printers Ink, Inc. T/A Minuteman Press
Type or Print Above Name on Above Line

Signature of Debtor
JOHN A. PALMER
Type or Print Above Signature on Above Line

Signature of Secured Party
HEATHER PAROLLO
AGFA FINANCIAL SERVICES, INC.
Type or Print Above Signature on Above Line

12:00



AFFIDAVIT

State: Massachusetts

County: Middlesex

Heather Popoloski, being first duly sworn, says:

1. He/She is Admin. Coordinator of AGFA Financial Services, Inc.
2. That the attached (Exhibit I) UCC-1 Financing Statement is exempt from Maryland State Recordation Tax because:
 - A. Pursuant to Maryland General Laws Annotated §12-108(k)(5) which states " To publicize a lease of goods or fixtures, provide that the security agreement states on its face that it does not create a security interest", is not subject to recordation tax.
3. The attached (Exhibit I) UCC-1 filing clearly states on its face that its protectionary filing in the event that the original intent of the Party's to enter into a "true lease" is not upheld. The filing purpose is to publicize the lease agreement not to create a perfected security interest.

Further Affiant sayeth not:

Heather Popoloski

Subscribed and sworn to before me, this 7th day of February 1992.

John A. Van
Notary Public

My Commission expires: 3-26-93



285960

BOOK 578 PAGE 503

81346-40

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

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) The Bike Doctor		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 52-1587457	
1B. MAILING ADDRESS 959 Ritchie Hwy.		1C. CITY, STATE Arnold, MD	1D. ZIP CODE 21012
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Specialized Bicycle Components MAILING ADDRESS 15130 Concord Circle CITY Morgan Hill STATE CA ZIP CODE 95037		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		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).

As security for the prompt payment and discharge by any and all of the undersigned debtors of each and all of its Obligations to Specialized Bicycle Components, Inc., under any agreements between the parties and as otherwise created, the undersigned debtors, and each of them, hereby grants to Specialized Bicycle Components, Inc. a security interest in all of the following property wherever located: All present and hereafter acquired accounts receivable and all present and future rights to the payment of money or property, no matter how evidenced, and all cash and non-cash proceeds thereof ("Collateral"). In addition, a security interest is granted to specialized in all books, records, papers, computer programs and other tangibles evidencing, identifying or describing the Collateral.

NOT SUBJECT TO A RECORDATION TAX

This filing is to perfect a security interest in inventory.

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) The Bike Doctor DATE 2/19/92 <i>Steve Ruck, President</i>		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) RECORD FEE 11.00 POSTAGE .50 #390510 0489 R02 113:13 03/24/92 BL CLERK MARY M. ROSE AA CO. CIRCUIT COURT
SIGNATURE (S) OF SECURED PARTY (IES) Specialized Bicycle Components DATE 3/3/92 <i>Maggie Fong Controller & VP Finance</i>		
11. RETURN COPY TO: NAME ADDRESS CITY STATE ZIP CODE DATA-FILE SERVICES, INC. 1728 OLYMPIC BLVD. SANTA MONICA, CA 90404 (213) 396-3282		

FORM UCC-1

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

3 MATURITY DATE (If Any) **20NOV99**

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)
**NORTHWARD CORP. DBA
3400 MOUNTIAN RD
PASADENA MD 21122
521336937 AI**

2 SECURED PARTY(IES) and ADDRESS(ES)
**JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265**

FOR FILING OFFICER (Date, Time and Filing Office)
RECORD FEE 10.00

**POSTAGE .50
#390520 0489 R03 T13:14
03/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT**

4 This statement refers to original Financing Statement bearing File No **270661**
BK 520 PG 159
Filed with **ANNE ARUNDEL MD** Date Filed **20NOV87**

- 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.

**BL
CLERK**

10

TO

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

Number of Additional Sheets Presented

10MAR92

JOHN DEERE COMPANY

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

By: *S. 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

10⁰⁰
12



285961

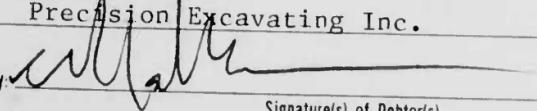
This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

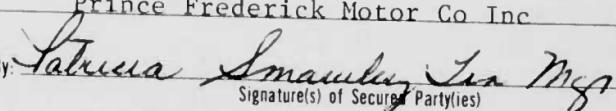
1 Debtor(s) (Last Name First) and Address(es) Precision Excavating Inc. 1710 Lake Avenue Shadyside, Maryland 20764	2 Secured Party(ies) and Address(es) Prince Frederick Motor Co Inc. Rt 2 & 4 Prince Frederick, Maryland 20678	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #390530 CABR R02 T13:15 03/24/92 MARY H. ROSE AA CO. CIRCUIT COURT 
4 This financing statement covers the following types (or items) of property: 1990 GMC TC7H042 IGDM7HIJ1LJ603150 10' Heil Dump Body 90T245853 "Document not subject to recordation tax-security agreement executed by debtor"		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp 1801 McCormick Drive Landover, Maryland 20785

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

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

Filed with: AA 1376302

Precision Excavating Inc.
 By: 
 Signature(s) of Debtor(s)

Prince Frederick Motor Co Inc
 By: 
 Signature(s) of Secured Party(ies)

603469 Rev 12-80

FILING OFFICER COPY—ALPHABETICAL

1100
13



285962

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 Severna Park Shell Corporation
Address 505 Ritchie Highway, Severna Park, MD 21146

RECORD FEE 11.00
POSTAGE .50
#390540 C489 R02 T13#16
03/24/92
MARY N. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

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

BL
CLERK

Person And Address To Whom Statement Is To Be Returned 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.

CHECK THE LINES WHICH APPLY

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

(If 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) (5) 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)

Malcom G. Mann
(Signature of Debtor)

Malcom 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
Type or Print Above Name on Above Line

EXHIBIT A
DESCRIPTION OF EQUIPMENT

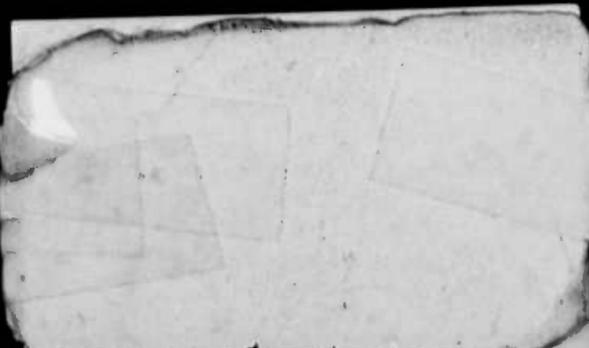
- One (1) Mitchell Information Services HW1 - 386 Package with
80386 Microprocessor
1 Megabyte RAM
40 Megabyte Fixed disk drive
- One (1) 5.25" 1.2MB drive
- One (1) 3.50" 1.44MB drive
- One (1) NEC 2A color VGA Monitor
- One (1) FTG Data Systems FT-256 Light pen
- One (1) FTG Data Systems PXL-380 Light pen board
- One (1) Pioneer 6 disc CD-ROM changer and board
- One (1) NEC P3200 24-Pin Dot Matrix Printer
- All cables, 6 outlet power bar with surge protector
- One (1) Keyboard, Box of paper, MS-DOS-5.0
- One (1) Mitchell ODC-1 Repair Software
- One (1) Mitchell OME-1 Parts and Labor Estimating

Severna Park Shell Corporation
Type Full Legal Company Name

Malcom G. Mann Malcom G. Mann
Signature Print Name

President
Title

March 10, 1992
Date



301-535-2050

Form FHA-MD. 462-1
(2-1-64)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
CONTINUATION STATEMENT

TO BE RECORDED: in the Land Records, in the Financing Records.

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

Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
<u>Mulberry Hill Associates</u> Phase II (Name) <u>20 Ridgely Ave</u> (Name) <u>Annapolis, MD 21401</u> (Address)	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION <u>151 Dixon Dr, Suite 2</u> <u>Chestertown, MD 21620</u> (Address)	RECORD FEE 10.00 POSTAGE .50 #390550 C489 R02 T13:17 03/24/92 MARY H. ROSE AA CO. CIRCUIT COURT

This statement refers to original Financing Statement No. 237120 recorded in the
county of _____, State of Maryland, on March 20,
19 81, book No. 435, page No. 389.

BL
CLERK

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

UNITED STATES OF AMERICA

By Roger L. Persons

Type name: Roger L. Persons

Title Assistant District Director
Farmers Home Administration

Return to FmHA
151 Dixon Dr, Suite 2
Chestertown, MD 21620

10.00
50



285963

BOOK 578 PAGE 509

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) ROCKERS, RONALD W ROCKERS, BRENDA S 8060 PENNOROCK WAY PASADENA, MD 21122	2. Secured Party(ies) and address(es) BUTTER BUILT 4496 MOUNTAIN RD PASADENA MD 21122	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #390560 0489 R02 T13:18 03/24/92 BL CLERK MARY M. ROSE AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: HP-40 PULLOUT STOOL BY WARTHSTOOL		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FINANCIAL SERV. INC 2568A RIVA RD #101 Annapolis, Md 21401
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"/> 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: <u>Ronald E. Rogers</u> <u>Brenda S. Rogers</u> Signature(s) of Debtor(s)	By: <u>BUTTER BUILT</u> <u>D. LENIKOX</u> Signature(s) of Secured Party(ies)	

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical



Anne
Brenn
Co. 11.50

285964

BOOK 578 PAGE 510

MARYLAND FINANCING STATEMENT

(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: Parks' Drive-In Liquors, Inc.
(Name or Names)
454 East Bayfront Road, Deale, Maryland 20751
(Address) NFSL 5139

LESSEE: _____
(Name or Names)

(Address)

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

3. ASSIGNEE (if any) Northfield Federal Savings & Loan Association
Of LESSOR: _____
(Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

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

3-MVOX MC3511AL Cameras SN's 82416696, 81154019, 81144374
1-MVOX MC3510AL Monitor 85657881
1-M-221 Recording System 93304974

RECORD FEE 11.00
POSTAGE .50
M390570 C489 R02 T13:19
03/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

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



LESSEE

LESSOR

Parks' Drive-In Liquors, Inc.
By: [Signature]
(Title)
Pres Louis W. Parks, Sr.
(Type or print name of signer)

Chesapeake Industrial Leasing Co., Inc.
By: [Signature] Credit Manager
(Title)
Donald A. Lounsbury
(Type or print name of signer)
Chesapeake Industrial Leasing Co., Inc.

By: _____
(Title)

(Type or print name of signer)

Return to: 9506 Harford Road
Baltimore, MD 21234

11.00
50



285965

BOOK 578 PAGE 511

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 02-18-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

Peak Advertising, Inc.
660 Cog Court
Millersville, MD 21108

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

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

RECORD FEE 11.00

Name and address of Secured Party

Bank of Maryland
2661 Riva Road, Building 700

Annapolis, MD 21401

Name and address of Assignee

POSTAGE .50

#390580 C489 R02 T13:19

03/24/92

MARY M. ROSE

Date of maturity, if any

Check if proceeds/products of collateral are covered BY CIRCUIT COURT

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.

Peak Advertising, Inc.

By: Jeffrey K. Reece, President
Signature of Debtor

Bank of Maryland

Signature of Secured Party



1100
5



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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing September 27, 1990 Record Reference Book 560 Page 456 #282030
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>
Metropolitan Surgical Instruments, Inc.		2131 Espey Court, No. 7,	Crofton, Md.	21114

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Sovran Bank/DC National		1801 K Street NW,	Washington, DC	20006

CHECK APPLICABLE STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#390590 C489 R02 T13:20
03/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT



Debtor(s) or assignor(s)

(Type or print name under signature)

Sovran Bank/DC National (Seal)

(Corporate, Trade or Firm Name)

by:

Holly A Harding

Signature of Secured Party or Assignee

Holly A. Harding, Credit
Administration Officer

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

10⁰⁰
JG

PRINT OR TYPE ALL INFORMATION

BOOK 578 PAGE 513

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

Clerk, Anne Arundel Co. Court

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

Book 527 Page 83
#272526

Index numbers of subsequent statements (For office use only)

RECORD FEE 10.00
POSTAGE .50
#390400 C489 R02 T13#21

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

Ouellette, Clarence
Ouellette, Gaye M
215 Pine Ave
Severna Park, MD

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

03/24/92

MARY H. ROSE
CO. CLERK, CIRCUIT COURT



Name & address of Secured Party
Dominion Bank of Maryland
7220 Wisconsin Ave
Bethesda, MD 20814

Name & address of Assignee

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

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:

Dominion Bank National Association formerly
Dominion Bank of Maryland NA

R. Craig Dalton Loan Operations Off.
Signature of Secured Party if applicable (Date) 3/11/92

Signature of Debtor if applicable (Date)

White - Filing Office Copy Canary - Acknowledgement Pink - Secured Party Copy



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

BOOK 578 PAGE 514

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20008

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

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

Date of Filing November 23, 1983

Record Reference Liber 468 Folio 93 ID#249927

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

Surgical Specialties Instrument
Company, Inc.

2124 Baldwin Avenue
Crofton, Md 21114

Name of Secured Party or assignee

No.

Street

City

State

SOVRAN BANK/DC NATIONAL FORMERLY KNOWN AS
DISTRICT OF COLUMBIA NATIONAL BANK, WASHINGTON
CHECK APPLICABLE STATEMENT

1801 K Street, N.W. Washington, DC
20006

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 prop-
erty described below is released.

ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party
under the original Financing Statement identified above.

OTHER

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
#390610 C489 R02 T13:22
03/24/92



MARY M. ROSE
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

SOVRAN BANK/DC NATIONAL FORMERLY KNOWN AS
DISTRICT OF COLUMBIA NATIONAL BANK,
WASHINGTON (Seal)

(Corporate, Trade or Firm Name)

by:

Holly A. Harding

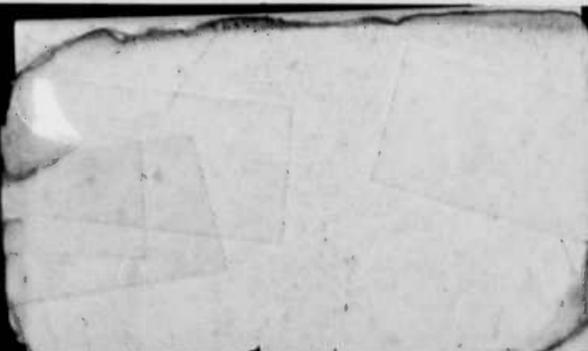
Signature of Secured Party or Assignee

Holly A. Harding, Credit
Administration Officer

(Type or print name under signature)

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

10⁰⁰
JD



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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

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

File Number of original Financing Statement

Date of Filing November 14, 1985

Record Reference Liber 491 Folio 437, ID#259203

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>
---	------------	---------------	-------------	--------------

Surgical Specialties Instrument Co., Inc., a Maryland corporation		2131 Espey Court Suite 7 Crofton, Md 21114		
--	--	---	--	--

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
SOVRAN BANK/DC NATIONAL FORMERLY KNOWN AS DISTRICT OF COLUMBIA NATIONAL BANK, WASHINGTON		1801 K Street, N.W.	Washington DC	20006

CHECK APPLICABLE STATEMENT

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

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
#390620 C489 R02 T13:22
03/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT



Debtor(s) or assignor(s)

SOVRAN BANK/DC NATIONAL FORMERLY KNOWN AS
DISTRICT OF COLUMBIA NATIONAL BANK, WASHINGTON (Seal)

(Corporate, Trade or Firm Name)

by: Holly A. Harding

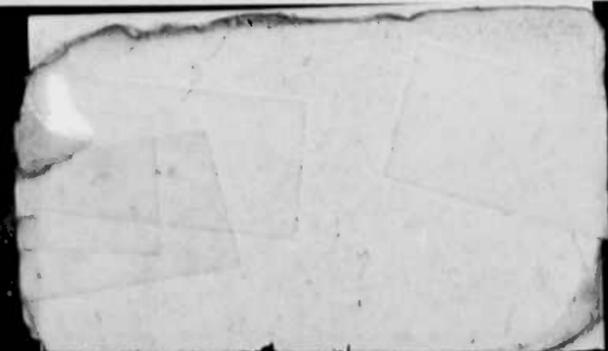
Signature of Secured Party or Assignee

Holly A. Harding, Credit Administration
Officer

(Type or print name under signature)

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

1000
32



BOOK 578 PAGE 516

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

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

Date of Filing April 28, 1988

Record Reference Liber 526 Folio 175, ID#272567

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>
Surgical Specialties Instrument Co., Inc., a Maryland corporation		2131 Espey Court Suite 7 Crofton, Md 21114		

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
SOVRAN BANK/DC NATIONAL		1801 K Street, N.W.	Washington, DC	20006

CHECK APPLICABLE STATEMENT

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

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
H390630 C489 R02 T13:22
03/24/92
MARY H. ROSE
AA CO. CIRCUIT COURT



Debtor(s) or assignor(s)

SOVRAN BANK/DC NATIONAL (Seal)
(Corporate, Trade or Firm Name)
by Holly A. Harding
Signature of Secured Party or Assignee
Holly A. Harding, Credit
Administration Officer

(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

1000 JB



(A.A. County)

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 341
Identification No. 196063Page No. 463
Dated: June 24, 1975

1. Debtor(s): Kona-Tiki, Incorporated T/A Kona-Tiki Restaurant
Severna Park Mall, Severna Park
Anne Arundel County, Maryland 21146

and

Sy Dinh Do and Nga Tuyet Do, his wife
106 Speicher Drive, Annapolis
Anne Arundel County, Maryland 21401

and

John B. Jacobs
405 Laurel Road, Severna Park
Anne Arundel County, Maryland 21401

RECORD FEE 10.00
POSTAGE .50
#390660 C489 R02 713:31
03/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT



2. Secured Party: U.S. Small Business Administration
10 North Calvert Street, 3rd Floor
Baltimore, Maryland 21202

3. Maturity Date (if any): N/A

4. Check Applicable Statement:

- (X) A. **Continuation** - The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still affective.

Prior Continuation Statement received for record and recorded May 28, 1980, Liber 425, Page 530.

- () B. **Partial Release** - From the collateral described in 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.)

10⁰⁰

Dated: March 11, 1992

Small Business Administration
Secured Party

Nina S. Curry
Signature of Secured Party

Nina S. Curry
Assistant District Counsel

PLEASE RETURN TO: Small Business Administration
10 N. Calvert Street, 3rd Floor
Baltimore, Maryland 21202



STATE OF MARYLAND

285956

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-
does not indicate amount of taxable debt here. \$ 16,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$112.00.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Phipps, Thomas Edward, Jr.
Address 5939 Talbott Road Lothian, Maryland 20711

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.
Address P.O. Box 676, 1331A Ashton Road Hanover, Maryland 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 17.00
RECORD TAX 112.00
POSTAGE .50
#390670 C489 R02 T13:31
03/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT



CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas Edward Phipps, Jr.

Thomas Edward Phipps, Jr.
(Signature of Debtor)

Thomas Edward Phipps, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

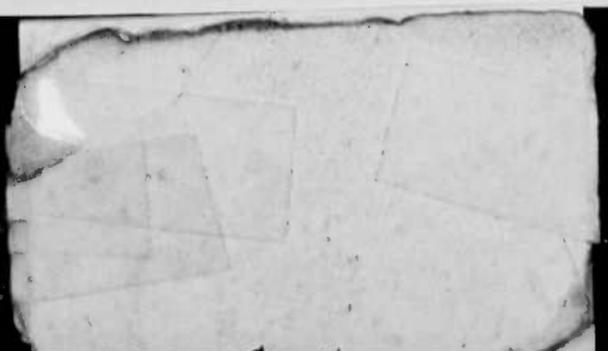
ORIX Credit Alliance, Inc.

Frankie Tetlow
(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Signature on Above Line

17.00
112.00
50



300 Lighting Way
Secaucus, New Jersey 07096-1525

ORIX CREDIT ALLIANCE, INC.
475 LEXINGTON AVENUE
NEW YORK, NEW YORK 10017

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

BOOK 578 PAGE 520

THIS MORTGAGE made the 12th day of March, 1992

by and between

Thomas Edward Phipps, Jr., having his principal place of business at

(Name of Mortgagor)

5939 Talbott Road Lothian, Maryland 20711

(Address of Mortgagor)

ORIX Credit Alliance, Inc.

"Mortgagor", and "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: _____
Secretary/Witness
Thomas Edward Phipps, Jr. (Seal)
Mortgagor
By Thomas Edward Phipps, Jr. (Title)

STATE OF Maryland }
COUNTY OF Anne Arundel } SS.

_____ being duly sworn, deposes and says:

- 1. He is the _____ of _____ (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"

BOOK 578 PAGE 522

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated _____ March 12, 19 92 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used East Aluminum Trailer	1985	1E1D1S284FRA06276
	And all attachments and accessories thereto.		
	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:

ORIX Credit Alliance, Inc.

By: _____

Debtor/Purchaser/Mortgagor/Lessee:

Thomas Edward Phipps, Jr.

By: Thomas Edward Phipps, Jr.



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 285967

BOOK 578 PAGE 523 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 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Bronson Contracting, Incorporated *JRW*
Address 7000 Fort Smallwood Road, Baltimore, MD 21226

2. SECURED PARTY

Name L. B. SMITH, INC.
Address P. O. Box 8658, Jessup, MD 20794
Sara A. Cowen, KEYSTONE ACCEPTANCE CORPORATION
2001 State Road, Camp Hill, PA 17001-8134
Person And Address To Whom Statement Is To Be Returned 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) LOAD KING Model 202LT Trailer,
S/N 1L4T2922XJ4015612

Name and address of Assignee
KEYSTONE ACCEPTANCE CORPORATION
2001 State Road
Camp Hill, PA 17001-8134

State 8502

CHECK THE LINES WHICH APPLY

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

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
~~BRONSON BACKHOE SERVICE XXXXX~~
Bronson Contracting, Inc.
[Signature]
(Signature of Debtor)

Todd Ludemann
Type or Print Above Name on Above Line
Todd Ludemann, Vice Pres.
(Signature of Debtor)
Type or Print Above Signature on Above Line

L. B. SMITH, INC.
[Signature]
(Signature of Secured Party)
J. A. Savard, Secretary
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#390680 C489 R02 T13:32
03/24/92
MARY H. ROSE
AA CO. CIRCUIT COURT



1100/50



PARTIES

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

DELORES D. WYATT
1007 LOWER PENNDALE RD. #22
LOTHIAN MD 20820 1

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

1007 LOWER PENNDALE RD. #22
LOTHIAN MD 20820 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:
CHESAPEAKE MH OF LAUREL, INC

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.

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, INC
Diana S. Naught, Agent

STANDARD FORM - FORM UCC-1 (7-89)
 Approved by Secretary of Commonwealth of Pennsylvania

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

578 PAGE 524

Filing No. (stamped by filing officer): **285958** Date, Time, Filing Office (stamped by filing officer):

RECORD FEE 11.00
 POSTAGE .50
 #390690 0489 R02 T14:04
 03/24/92
 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): 6
 Optional Special Identification (Max. 10 characters): 7
 8

COLLATERAL

Identify collateral by item and/or type:
1992 FLEETWOOD ENTERPRISES WINGATE
14 X 72 SERIAL# VAFLM19A30251-WG AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 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):
DELORES D. WYATT *Delores D. Wyatt*

1a
 1b 11

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.
 314 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN, 55303
 (612) 421-1713

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any) <input type="checkbox"/>	3. Maturity Date (if any) XXXXXXXXXX
1. Debtor(s) (Last Name First) and Address(es) Gladding Chevrolet, Inc. 7327 Ritchie Hwy. Glen Burnie, Md. 21061	2. Secured Party(ies) and Address(es) General Motors Acceptance Corporation 849 International Drive Linthicum, Md. 21090	RECORD FEE 10.00 POSTAGE .50 #390700 0489 R02 714:05 03/24/92 MARY M. ROSE AA CO. CIRCUIT COURT For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Financing Statement No. <u>196941</u> Liber <u>343</u> Date Filed <u>7/28</u> 19 <u>75</u> Page <u>409</u>			
4. <input checked="" type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective. 5. <input type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above. 6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. 7. <input type="checkbox"/> Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above. 9.			

By: _____ General Motors Acceptance Corporation
By: [Signature] Ass't. Treasurer
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE) SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD
(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-3 7-89

10⁰⁰



PARTIES
 Debtor name (last name first if individual) and mailing address:
RONNIE L. TAYLOR
SEVERN MHP LOT #157
SEVERN MD 21144 1

Debtor name (last name first if individual) and mailing address:
SEVERN MHP LOT #157
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, INC
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, INC
Diana B. Naught, 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): **285969** Date, Time, Filing Office (stamped by filing officer):
BOOK 578 PAGE 526 RECORD FEE 11.00
 POSTAGE .50
 #390710 C489 R02 T14:06
 03/24/92
 MARY M. ROSE 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): 6
 Optional Special Identification (Max. 10 characters): 7
 8

COLLATERAL
 Identify collateral by item and/or type:
1985 IMPERIAL HOMES, INC. SOVERIEGN
28 X 60 SERIAL# IH85685A(B) AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 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):
RONNIE L. TAYLOR *Ronnie Taylor*
 1a
 1b 11

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

1100



FINANCING STATEMENT AND SECURITY AGREEMENT

File No. 285970

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) <i>Ventura Construction Co, Inc</i> <i>1761 Severn Chaple Rd</i> <i>Crownsville Md 21032</i>	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.

RECORD FEE 11.00
 POSTAGE .50
 #390720 C489 R02 T14:06
 03/24/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT



DEBTOR:

SECURED PARTY:

Ventura Construction Co, Inc (Type Name) **THE ZAMOISKI CO.**
 By: *W.T. Caillouette* (SEAL) By: *Sean J. Schullery*
 By: W.T. Caillouette, Pres. (SEAL) _____ 19____
 (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

11/00
30
Waterview



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 FORM UCC-1 285971 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 BIERN, ROBERT, M.D.

Address 900 BETHGATE ROAD, ANNAPOLIS, M.D. 21401

2. SECURED PARTY

Name EXECUCLEASE CORPORATION

Address THE EXECUCLEASE BUILDING, ELMONT, NY 11003

Person And Address To Whom Statement Is To Be Returned 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 PROPERTY SUBJECT TO LEASE AGREEMENT NO. L4279 DATED MARCH 6, 1992 BETWEEN SECURED PARTY, AS LESSOR AND DEBTOR, AS LESSEE, INSURANCE AND ALL PROCEEDS THEREOF. DEBTOR HAS NO RIGHT TO SELL OR DISPOSE OF COLLATERAL."

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX 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)



RECORD FEE 11.00
POSTAGE .50
#390730 C489 R02 T14:07
03/24/92
MARY H. ROSE
AA CO. CIRCUIT COURT

Handwritten signature of Robert Biern

BIERN, ROBERT, M.D.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Execulease Corporation

(Signature of Secured Party)

EXECUCLEASE CORPORATION

Type or Print Above Signature on Above Line

1100



FINANCING STATEMENT AND SECURITY AGREEMENT

File # 285972

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) <i>Ventura Construction Co. Inc</i> <i>1761 Severn Chapel Rd.</i> <i>Crownsville Md 21032</i>	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.



RECORD FEE 11.00
 POSTAGE .50
 H390740 C489 R02 T14:08
 03/24/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

DEBTOR:

SECURED PARTY:

Ventura Construction Co. Inc
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: *W.T. Caillouette* (SEAL)
President

By: *Lena J. Schilling*

By: _____ (SEAL)
W.T. Caillouette, Pres.

(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

11/00
Waterview

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.

STATE OF MARYLAND

BOOK 578 PAGE 532

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276194

RECORDED IN LIBER 537 FOLIO 274 ON 1-30-89 (DATE)

1. DEBTOR

Name Gilbert Antiques, Inc.
Address 8399 Baltimore-Annapolis Blvd., Pasadena, MD 21122

2. SECURED PARTY

Name Textron Financial Corporation
Address 10 Dorrance 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 <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: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)
	PLEASE AMEND ORIGINAL UCC1 PHRASE CSC DOES NOT REQUIRE RECORDATION TAX TO READ AS FOLLOWS:	
	TAX PAID TO ANNE ARUNDEL COUNTY CLERK. TAXABLE DEBT IS \$18,561.00.	

BL
CLERK

RECORD FEE 12.00
RECORD TAX 133.00
POSTAGE .50
4390750 0489 R02 T14:09
03/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

SEE ATTACHED
Gilbert Antiques, Inc.
Signature of Debtor

Dated _____

SEE ATTACHED
(Signature of Secured Party)
Textron Financial Corporation
Type or Print Above Name on Above Line

12.00
133.00



DEBTOR: NAME: <u>Gilbert Antiquiest Inc.</u> ADDRESS: <u>8399 Baltimore-Annapolis Blvd.</u> CITY: <u>Pasadena, MD</u> STATE: _____ ZIP CODE: <u>21122</u> TELEPHONE () NO. <u>701</u>		SECURED PARTY: TEXTRON FINANCIAL CORPORATION SUPPLIER OF EQUIPMENT: NAME/CONTACT: <u>Tom Beasley</u> CONTACT: <u>(701)268-5040</u> <u>Outdoor Power</u> ADDRESS/PHONE NO.: <u>1915 Lincoln Drive</u> PHONE NO.: _____ CITY: <u>Annapolis, MD</u> STATE: <u>MD</u> ZIP CODE: <u>21407</u>	
PERSON TO CONTACT: <u>Eugene Gilbert</u>	MODEL NO. <u>5462585</u>	SERIAL NO. <u>8601303</u>	PRICE CASH SALE PRICE \$ <u>23,332.00</u> DOWNPAYMENT/TRADE-IN \$ <u>4821.00</u> DOCUMENTATION FEE \$ <u>50.00</u> UNPAID PRINCIPAL BALANCE \$ <u>8,561.00</u> FINANCE CHARGE \$ <u>4683.48</u> CONTRACT PRICE \$ <u>23,244.48</u>
EQUIPMENT LOCATION, IF OTHER THAN ABOVE ADDRESS OF APPLICANT DEBTOR: _____		CLERK'S NOTATION Document submitted for record in a condition not permitting satisfactory photographic reproduction.	
TERM OF LOAN <u>48</u> MONTHS	LOAN PAYMENT AMOUNT NO. <u>48</u> PAYMENTS OF \$ <u>484.26</u>		

THIS SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH DEBTOR ACKNOWLEDGES THAT HE HAS READ.

1. Debtor hereby grants to Secured Party (as defined below in the signature block) a security interest in the equipment listed above or, separately scheduled in Schedule "A" attached hereto and made a part hereof (the "Equipment"), to secure the performance and payment of all obligations and indebtedness of whatever kind and whenever created of Debtor to Secured Party, including but not limited to Debtor's obligation to pay to Secured Party the amounts described above (the Contract Price) in connection with the funds and financial accommodations extended to Debtor by Secured Party for the acquisition of the Equipment (collectively referred to hereinafter as the "Obligations"). Debtor agrees that the extent of Secured Party's purchase money priority in the Equipment shall be determined by reference to the entire outstanding amount owing hereunder at the time of any such determination.

2. Debtor promises to pay Secured Party the total amount set forth above which represents principal and interest pre-computed over the term hereof, provided however, that the final loan payment amount may be adjusted from the loan payment amount listed above, to include any accrued but unpaid principal and interest. The first loan payment shall be due no later than 30 days (if payments are payable monthly) or 90 days (if payments are quarterly) from the date this Agreement is signed by the Secured Party, at the sole discretion of the Secured Party.

3. The loan payments set forth above are based upon the estimated cost of the Equipment and such payments shall be adjusted proportionately if the actual cost of the Equipment (including taxes, delivery and any other charges) differs from such estimate. Debtor hereby authorizes Secured Party to so adjust the loan payments if the sales invoices from Supplier indicate a total cost to Secured Party that is greater than the estimated Equipment cost, provided, however, that if the total cost to Secured Party exceeds the estimated cost of the Equipment by more than twenty percent (20%), Secured Party shall so notify Debtor and obtain its approval to such payment adjustment. If within 90 days of the date Debtor executed this Agreement (the "Acceptance Period") the Equipment has not been delivered to and accepted by Debtor, Secured Party may terminate this Agreement and its obligations to Debtor hereunder or extend the Acceptance Period for such additional period of time as Secured Party may specify, provided, however, that if the Acceptance Period is so extended by Secured Party, the loan payments shall be adjusted if the announced prime lending rate at Chase Manhattan Bank, N.A., New York, New York on the date of the Equipment's delivery to Debtor is greater (but not less) than its announced prime lending rate in effect as of the date Debtor executed this Agreement; in such event the monthly loan payments hereunder shall increase by an amount determined by multiplying the total cost to Secured Party of the Equipment by .00014 for each 1/4 of 1% increase in the prime rate (or an equivalent computation if loan payments are payable on other than a monthly basis), and Debtor authorizes Secured Party to amend the payment terms of this Agreement accordingly.

4. Debtor promises and agrees to pay, without demand, all specified loan payments (unless otherwise agreed to by Secured Party) on the next following first or fifteenth day of the month after the date on which Secured Party signs this Agreement. Said loan payments shall be payable at the office of Secured Party, or to such other person and/or at such other place as Secured Party may from time to time designate in writing. All past due installments hereunder shall bear interest at the Secured Party's then current late charge, which shall in no event be in excess of the maximum rate permitted by applicable law. The total interest rate charged hereunder shall in no event exceed the legal maximum.

5. THIS AGREEMENT REPRESENTS AN UNCONDITIONAL OBLIGATION TO PAY THE OBLIGATIONS SET FORTH HEREIN. If the Equipment is not properly installed, does not operate as represented or warranted by Supplier or is unsatisfactory for any reason, Debtor shall make any claim or account thereof solely against Supplier, hereby waiving any such claim against Secured Party, and shall in any such event make all payments hereunder to Secured Party without offset, deduction or abatement for any reason. Debtor acknowledges and agrees that Secured Party is neither a manufacturer nor a supplier of the Equipment; that neither the Supplier of the Equipment nor any salesman, employee or other agent of the Supplier is an agent of Secured Party; and that no salesman or agent of the Supplier is authorized to waive or alter any provisions of this Agreement. SECURED PARTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR A PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT, OR THAT THE EQUIPMENT SATISFIES THE REQUIREMENTS OF ANY LAW, GOVERNMENTAL REGULATION, CONTRACT OR SPECIFICATION, PATENT INFRINGEMENT; OR LATENT DEFECTS, NOR SHALL SECURED PARTY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT).

TFC 2/88

TERMS AND CONDITIONS CONTINUED ON REVERSE ➔

ACCEPTED: _____ DATE: 12/29/88 _____ DATE: 12/29/88

SECURED PARTY: TEXTRON FINANCIAL CORPORATION
 BY: (X) [Signature] AUTHORIZED SIGNATURE TITLE: Agent
 DEBTOR: Gilbert Antiquiest Inc.
 The undersigned affirms that he is a duly authorized corporate officer, partner or proprietor of the above named Debtor, and has the authority to execute this Security Agreement on its behalf.
 BY: (X) [Signature] TITLE: Eugene Gilbert

NON-NEGOTIABLE
FOR FILING PURPOSES ONLY

DEBTOR'S SIGNATURE IN INK IS REQUIRED
ON ORIGINALS (Pages 1, 2, 3 & 4)

EQUIPMENT FINANCING SECURITY AGREEMENT

6. Debtor shall not hold, mortgage, pledge or otherwise dispose of the Equipment or any interest therein. Debtor shall keep the Equipment free from unpaid charges, including taxes, and from liens, encumbrances and security interests other than that of Secured Party, and any sum of money that may be payable by Secured Party (without affecting, impairing or waiving any of Secured Party's rights hereunder) in release or discharge of such liens, encumbrances or security interests shall be paid by Debtor to Secured Party on demand as an additional part of the Obligations secured hereunder. Debtor agrees to keep the Equipment separate and capable of identification as the property of Secured Party and to make entries in its books showing that the Collateral is held for the account of Secured Party.

7. Debtor shall bear all risk of loss, destruction, or damage to the Equipment. The Equipment shall be insured by Debtor, at Debtor's expense, for its full replacement value until Secured Party's security interest is terminated, against all expected risk to which it is exposed, including fire, theft and collision and those which Secured Party may designate, the insurance policies to be satisfactory in all respects to Secured Party, and payable first to Secured Party and then to Debtor as their respective interests appear, and to be delivered to the Secured Party on demand.

8. The Equipment will be used primarily for business or commercial purposes, will be kept at the location specified above, and the Debtor will not remove the Equipment from such address without the prior written consent of the Secured Party. Debtor shall not sell or assign or otherwise dispose of any of its rights in the Equipment or any of its Obligations hereunder without the prior written consent of Secured Party.

9. Secured Party may, without notice to Debtor, transfer, sell, assign or otherwise dispose of all or any portion of its rights hereunder or its interest in the Equipment, and Debtor agrees that the rights of any such transferee or assignee of Secured Party shall not be subject to any defense, setoff or counterclaim that Debtor may have against Secured Party, and that such transferee or assignee shall have all of the Secured Party's rights hereunder, but none of its obligations (Secured Party remaining liable therefor).

10. The Debtor will keep the Equipment in good order and repair and will not use the same in violation of law or any policy of insurance thereon. The Secured Party may, upon reasonable request, inspect the Equipment at any reasonable time, wherever located. Debtor will pay promptly when due all taxes and assessments upon the Equipment or for its use or operation, or upon this Agreement.

11. Debtor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as Secured Party may require in order to vest in and assure to Secured Party its rights hereunder or in any of the Equipment, including without limitation, execution and delivery of financing statements which Secured Party deems appropriate to perfect and continue the security interests hereby granted. Debtor hereby irrevocably authorizes Secured Party, or its designee, at Debtor's expense, and at Secured Party's option, (1) to file counterparts or photocopies of this Agreement marked "Non-Negotiable, For Filing Purposes Only" in lieu of financing statements, (2) to file financing statement(s) or amendment(s) thereto without the signature of Debtor with respect to any of the Equipment, or (3) if a signature is required by law, then Debtor appoints Secured Party as the Debtor's attorney in fact to execute such financing statement(s).

12. Upon default by Debtor in the prompt payment or performance of any of the Obligations secured by the Equipment or any obligations hereunder, or upon the dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property, assignment for the benefit of creditors, calling of a meeting of creditors, appointment of a committee of creditors or offering of a composition or extension to creditors by, for, or of the Debtor or any guarantor, surety or other party liable to Secured Party in respect of the Obligations, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Debtor or any such guarantor, surety or other party liable to Secured Party, Secured Party may, without notice or demand, declare this Agreement to be in default and accelerate the maturity of all of the Obligations secured hereby, and Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to take possession of the Equipment, and for that purpose Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the Equipment may be situated and remove the same therefrom. Debtor hereby waives, to the fullest extent permitted by applicable law, any and all rights that it may have to a judicial hearing in advance of the enforcement of any of Secured Party's rights hereunder, including without limitation its rights following an event of default to take immediate possession of the Equipment and exercise its rights with respect thereto. Secured Party shall have no duty as to the collection or protection of the Equipment or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the sale custody thereof. Secured Party may exercise its rights with respect to the Equipment without resorting or regard to other collateral or sources of reimbursement for liability. All rights and remedies of Secured Party with respect to the Obligations or the Equipment, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

13. Debtor shall pay to Secured Party on demand any and all expenses, including reasonable counsel fees, incurred or paid by Secured Party in protecting or enforcing its rights upon or under the Obligations or the Equipment. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Equipment shall be applied to the payment of principal or interest on the Obligations in such order or preference as Secured Party may determine, proper allowance for interest on the Obligations not then due being made, and any excess shall be returned to Debtor, and Debtor shall remain liable for any deficiency.

14. Except as to matters concerning the proper place and manner of filings and recordings necessary for the perfection of the security interest granted herein, this Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Rhode Island. This Agreement is intended to take effect as a sealed instrument.

15. Debtor waives all exemptions. Secured Party may correct patent errors herein and fill in such blanks a serial numbers, date of first payment and the like. Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations, the Equipment or this Agreement unless such waiver be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Further, Debtor acknowledges receipt of a true copy and waives acceptance hereof.

16. If Debtor is a corporation, this Security Agreement is executed pursuant to authority of its Board of Directors. "Debtor" and "Secured Party" as used in this Security Agreement include the heirs, executors or administrators, successors or assigns to those parties. If more than one Debtor executes this Security Agreement, their obligations under this Security Agreement shall be joint and several.

17. This agreement may be executed in any number of counterparts. In providing the existence of this agreement, it shall not be necessary to produce or account for more than one such counterpart. The single executed original of this Agreement marked "AGREEMENT ORIGINAL" shall be the "Original" and all other counterparts hereof shall be duplicate and shall be labeled as "Non-Negotiable."

WITNESS WHEREOF, Debtor and Secured Party have each caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth on front.

TERMS AND CONDITIONS CONTINUED ON REVERSE

ACCEPTED: _____ DATE: _____

SECURED PARTY: TEXTRON FINANCIAL CORPORATION
BY: _____ TITLE: _____
DEBTOR: GIBBER AGENCY, INC.
BY: _____ TITLE: _____

FOR FILING PURPOSES ONLY
NON-NEGOTIABLE
DEBTOR'S SIGNATURE IN INK IS REQUIRED
ON ORIGINALS (Pages 1, 2, 3 & 4)



STATE OF MARYLAND

BOOK 578 PAGE 535

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269568.

RECORDED IN LIBER 517 FOLIO 396 ON 9/9/87 (DATE)

1. DEBTOR

Name Jack L. & Lois Childress

Address 705 Carefree Dr, Baltimore, MD 21225

2. SECURED PARTY

Name Custom Htg & A/C, Inc

Address 1232 Old Dorsey Rd, Harmans, MD 21077

Lennox Convenient Purchase Plan, PO Box 10475, Des Moines, IA 50306
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<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>
<p>SEE ATTACHMENT</p>	

BL
CLERK

RECORD FEE 10.00
POSTAGE .50
#390760 C489 R02 T14:11
03/24/92
MARY H. ROSE
AA CO. CIRCUIT COURT

Custom Htg & A/C, Inc

Dated 1/31/92

Dan Hanson
(Signature of Secured Party)

Dan Hanson/Manager

Type or Print Above Name on Above Line

10⁰⁰
Jo



STATE OF MARYLAND

BOOK 578 PAGE 536

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267789

(Clerk of Circuit Court)
RECORDED IN LIBER _____ FOLIO _____ ON 5/27/87 (DATE)

1. DEBTOR

Name S.D.J., INC., dba S.D.J. Thriftway

Address 1031 Bay Ridge Ave., Annapolis, Anne Arundel Co., Maryland 21403

2. SECURED PARTY

Name Fleming Foods East, Inc., successor by merger to Fleming Foods of Pennsylvania, Inc.

Address Egypt and Greentree Roads, Oaks, PA 19456

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

3. Maturity date of obligation (if any) 5/27/92

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>

BL
CLERK

RECORD FEE 10.00
POSTAGE .50
#390780 1489 R02 T14:12
03/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated _____

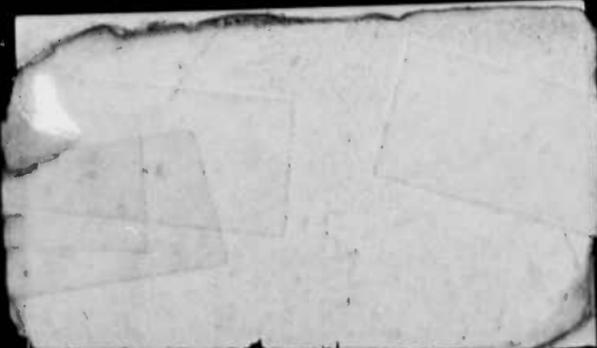
Fleming Foods East, Inc.

Stephen G. Mangold
(Signature of Secured Party)

Stephen G. Mangold, Vice President

Type or Print Above Name on Above Line

10⁰⁰



STATE OF MARYLAND

BOOK 578 PAGE 537

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272663

RECORDED IN LIBER 526 FOLIO 346 ON May 5, 1988 (DATE)

1. DEBTOR

Name Commerce Distributors, Inc
Address 700 Evelyn Avenue, Linthicum, Maryland 21090

2. SECURED PARTY

Name Signet Bank/Maryland
Address 7 St. Paul Street
P.O. BOX 1077, Baltimore, Maryland 21203
Attn: Daniel S. Tritsch 22001-0503
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"/> Amendment</p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>D. Additional Address:</p> <p>3119 Hammonds Ferry Road Baltimore, Maryland 21227</p>		<p>RECORD FEE 10.00 POSTAGE .50 #390850 6489 R02 T14:25 03/24/92 MARY M. ROSE AA CO. CIRCUIT COURT</p>

BL
CLERK

Dated _____

[Signature]
(Signature of Secured Party)

Daniel S. Tritsch, AVP
~~Signet Bank/Maryland~~
Type or Print Above Name on Above Line

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TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
 RECORDATION TAX (IF DUE) PAID TO
 ANNE ARUNDEL COUNTY AT TIME
 OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

1. Names & Address of Debtors: RALPH P. DECKER
 SHIRLEY A. DECKER
 100 Severn Avenue #401
 Annapolis, Maryland 21403
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
 1900 Fairfax Road
 Annapolis, MD 21401
3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

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 Debtors and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, 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.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

BL
 CLERK

5125

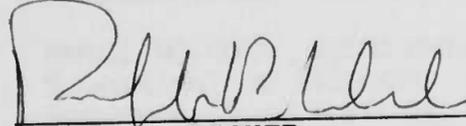


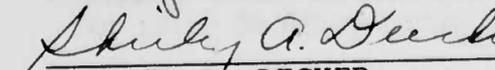
(b) Proceeds of all collateral are covered.

BOOK 578 PAGE 539

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 or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

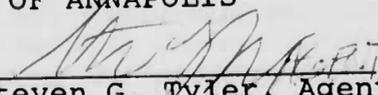
Debtors:

 (SEAL)
RALPH P. DECKER

 (SEAL)
SHIRLEY A. DECKER

Secured Party:

BANK OF ANNAPOLIS

By:  (SEAL)
Steven G. Tyler, Agent

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

EXHIBIT A

BOOK 578 PAGE 540

PARCEL NO. ONE: BEING KNOWN AND DESIGNATED as Lot Number Seventeen (17), Block G, Plat 1 of Section 2 of HILLSMERE ESTATES, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 36, now recorded in Plat Book 23, folio 36..

PARCEL NO. TWO: BEING KNOWN AND DESIGNATED as Lot Number Nineteen (19), Block E, Section 1 of HILLSMERE ESTATES, prepared by Ralph G. Snyder, Registered Surveyors, dated April 22, 1952 and recorded among the Land Records of Anne Arundel County in Plat Cabine 4, Rod G3, Plat 5, now Plat Book 23, folio 14, Lot being on Kuethe Drive and improvements now known as No. 107 Kuethe Drive.

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

1. Name & Address of Debtor: 2711 JOINT VENTURE
900 Ritchie Highway, Suite #201
Severna Park, MD 21146

2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

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



14 50



TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property and other property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

2711 JOINT VENTURE

By: _____ (SEAL)
GARY W. KOCH, Partner

Secured Party:

BANK OF ANNAPOLIS

By: _____ (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401



EXHIBIT A

ALL those lots or parcels of ground situate, lying and being in the Third Assessment District of Anne Arundel County, State of Maryland, more particularly described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Numbers One (1) through and including Five (5), and Lots Thirty-Six (36) through and including Forty (40), of Section 113 of the Plat of "GREEN HAVEN", which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 15, folio 7.

STATE OF MARYLAND
BOOK 573 544
FORM UCC-1

926982

Identifying File No. _____

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

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

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

This financing statement Dated March 16, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Severna Park Bagel Company, Inc.
Address 5521 Ritchie Hwy., (Park Plaza Shopping Center), Severna Park, Md. 21146

2. SECURED PARTY
Name The Bank of Glen Burnie
Address P.O. Box 70, 101 Crain Highway, S.E., Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
All inventory, equipment, instruments, documents, chattel paper, other rights to payment, general intangibles and all assets of the corporation, both now owned, and hereafter acquired.

RECORD FEE 11.00
MARCH 23 1992
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)
SEVERNA PARK BAGEL COMPANY, INC.

BY: [Signature]
(Signature of Debtor)

Charles W. Cockrill, Jr., President
Type or Print Above Name on Above Line

BY: [Signature]
(Signature of Debtor)

John H. Luther, Vice President
Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE:

BY: [Signature]
(Signature of Secured Party)

Barbara J. Elswick, Assistant Vice President
Type or Print Above Signature on Above Line



926982

FINANCING STATEMENT

TO BE RECORDED IN THE:

- (a) Financing Statement Records of the Maryland State Department of Assessments and Taxation
- (b) Financing Statement Records of Baltimore City, Maryland
- ✓(c) Land Records of Baltimore City, Maryland
- ✓(d) Financing Statement Records of Anne Arundel County, Maryland
- (e) Financing Statement Records of Harford County, Maryland
- (f) Financing Statement Records of Baltimore County, Maryland
- (g) Land Records of Baltimore County, Maryland

RECORD FEE 22.00

POSTAGE .50

H07710 C191 R03 T13:14

03/25/92

MARY M. ROSE

AA CO. CIRCUIT COURT

BL
CLERK

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

1. NAME AND ADDRESS OF DEBTORS:

GUNDRY/GLASS, INC. d/b/a
GUNDRY/GLASS HOSPITAL
Suite 345
Commercentre East
1777 Reisterstown Road
Pikesville, Maryland 21208

GLASS MENTAL HEALTH
CENTERS, INC.
Suite 345
Commercentre East
1777 Reisterstown Road
Pikesville, Maryland 21208

2. NAME AND ADDRESS OF SECURED PARTY:

PROVIDENT BANK OF MARYLAND
P. O. Box 1661
Baltimore, Maryland 21203-1661
Attention: Frederick G. Botti,
Vice President

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

(a) all inventory, both now owned and hereafter acquired and as the same may now or hereafter from time to time be constituted; and

(b) all of the Accounts, Chattel Paper, Instruments and General Intangibles (including, without limitation, contract rights and Participation Agreements), all as hereinafter defined, pertaining to the Hospital (hereinafter defined) or the Harbor Hospital Property (hereinafter defined), or both, both now owned or hereafter created or acquired by the Debtors; and

22

50

(c) all equipment, furniture, fixtures, building materials and other personalty, both now owned or hereafter acquired, whether located on or in the Hospital or the Harbor Hospital Property, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (ii) all replacements thereof and substitutions therefor (the "Equipment"); and

(d) all notes, notes receivable, drafts, acceptances and similar instruments and documents, both now owned or hereafter created or acquired by the Debtors; and

(e) all Operating Agreements and Management Contracts, Patient Admission Agreements and Participation Agreements (all as hereinafter defined) now or hereafter executed by the Debtors; and

(f) all proceeds of life insurance policy no. 1354224 issued by First Colony Life Insurance Company covering Sheldon D. Glass, M.D.; and

(g) all right, title and interest of the Debtors to receive payment under all third-party payor contracts other than Medicare and Medicaid; and

all proceeds (cash and non-cash) and products thereof.

4. As used herein, the following terms have the following meanings:

"Accounts," "Chattel Paper," "Contract Rights," "General Intangibles," "Goods," "Instruments," and "Inventory" shall, in addition to any meaning given to each term in this Financing Statement, have the respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of Maryland, and shall also cover, without limitation, the property specifically described in the definitions set forth below.

"Account" individually and "Accounts" collectively mean all presently existing or hereafter acquired or created accounts, accounts receivable, contract rights, notes, drafts, instruments, acceptances, chattel paper, credit files and records (arising from or related to the collection of Accounts), choses in action and judgments (arising from or related to the collection of Accounts), leases and writings evidencing a monetary obligation or a security interest in or a lease of goods, all rights to receive the payment of money or other consideration under present or future contracts (including, without limitation, all rights to receive payments under presently existing or hereafter acquired or created letters of credit and all rights to receive the payment of money or other consideration from, or on behalf of, any private pay patient), or by virtue of merchandise sold or leased, services rendered, real property or facilities leased, loans and advances made or other considerations given, by or set forth in, or arising out of, any

present or future chattel paper, note, draft, lease, acceptance, writing, bond, insurance policy, instrument, document or general intangible, and all extensions and renewals of any thereof, all rights under or arising out of present or future contracts, agreements or general interest in merchandise which gave rise to any or all of the foregoing, including all goods, all claims or causes of action now existing or hereafter arising in connection with or under any agreement or document or by operation of law or otherwise, all collateral security of any kind (including real property mortgages) given by any person with respect to any of the foregoing, all rights to receive payment under all Patient Admission Agreements and all third-party payor contracts, including, but not limited to, Participation Agreements, and any and all depository accounts into which the proceeds of all or any portion of such accounts may be now or hereafter deposited, and all proceeds (cash and non-cash) of the foregoing.

"General Intangibles" shall mean any and all general intangibles of every nature, whether presently existing or hereafter acquired or created, including without limitation all books, correspondence, credit files, records, computer programs, computer tapes, cards and other papers and documents in the possession or control of the Debtors, claims (including without limitation all claims for income tax and other refunds), choses in action, judgments, patents, patent licenses, trademarks, trademark licenses, licensing agreement, rights in intellectual property, goodwill, as that term is defined in accordance with GAAP (including all goodwill of the Debtors' business symbolized by, and associated with, any and all trademarks, trademark licenses, copyrights and/or service marks), royalty payments, contractual rights, literary rights, copyrights, service names, service marks, logos, trade secrets, all amounts received as an award in or settlement of a suit in damages, deposit accounts, interests in joint ventures or general or limited partnerships, all loan proceeds, all Licenses, Construction Permits, Operating Agreements and Management Contracts, Participation Agreements and Patient Admission Agreements, and all proceeds (cash and non-cash) of the foregoing.

"Governmental Authority or Authorities" shall mean any governmental or quasi-governmental entity, including, without limitation, any department, commission, board, bureau, agency, administration, service or other instrumentality of any governmental entity.

"Harbor Hospital Property" means that certain space located on the property located at 3001 S. Hanover Street, Baltimore, and owned by Harbor Hospital Center, Inc. and leased to Gundry Glass pursuant to the Lease Agreement.

"Hospital" shall mean that certain parcel of land and all improvements located thereon and appurtenances thereto located at 2 North Wickham Road in Baltimore, Maryland, which Hospital is licensed and operated as a psychiatric hospital facility presently containing 84 acute care beds, 29 of which are allocated for child

psychiatric care, 33 of which are allocated for adult psychiatric care and 22 of which are allocated for adolescent psychiatric care.

"Inventory" means any and all inventory of the Debtors and all right, title and interest of the Debtors in, and to, all of its now owned and hereafter acquired goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, including, without limitation, all supplies of any kind, nature or description which are used or consumed in either Debtors' business and all proceeds (cash and non-cash) of the foregoing.

"Licenses" means any and all licenses, certificates of need, operating permits, franchises, and other licenses, authorizations, certifications, permits, or approvals, other than Construction Permits, issued by, or on behalf of, any Governmental Authority now existing or at any time hereafter issued, with respect to the acquisition, construction, renovation, expansion, leasing, ownership and/or operation of the Hospital, including without limitation the Certificate of Need, accreditation by the Joint Commission on Accreditation of Healthcare Organizations, and/or the (but specifically excluding any and all Participation Agreements) participation or eligibility for participation in any third party payment or reimbursement programs, any and all operating licenses issued by any state Governmental Authority, any and all pharmaceutical licenses and other licenses related to the purchase, dispensing, storage, prescription or use of drugs, medications, and other "controlled substances," any and all licenses relating to the operation of food or beverage facilities or amenities, if any, and any and all certifications and eligibility for participation in Medicare, Medicaid, CHAMPUS, Blue Cross and/or Blue Shield, or any of the Managed Care Plans, private insurer, employee assistance programs or other third party payment or reimbursement programs as the same may from time to time be amended, renewed, restated, reissued, restricted, supplemented or otherwise modified.

"Managed Care Plans" shall mean any health maintenance organization, preferred provider organization, individual practice association, competitive medical plan, or similar arrangement, entity, organization, or Person.

"Management Agreement" shall mean the Management Agreement dated as of January 2, 1991, between the Debtors, relating to the management of the Hospital.

"Operating Agreements and Management Contracts" means any and all contracts and agreements previously, now or at any time hereafter at any time entered into by the Debtors with respect to the acquisition, construction, renovation, expansion, ownership, operation, maintenance, use or management of the Hospital or otherwise concerning the operations and business of the Hospital, including, without limitation, the Management Agreement, any and all service and maintenance contracts, any employment contracts, any and all management agreements, any and all consulting agreements, laboratory servicing agreements, pharmaceutical

contracts, physician, other clinician or other professional services provider contracts, resident agreements, food and beverage service contracts, and other contracts for the operation and maintenance of, or provision of services to, the Hospital, as the same may from time to time be amended, restated, supplemented, renewed, or modified.

"Participation Agreements" means any and all third party payor participation or reimbursement agreements now or at any time hereafter existing for the benefit of the Debtors relating to rights to payment or reimbursement from, and claims against, private insurers, Managed Care Plans, employee assistance programs, Blue Cross and/or Blue Shield, federal, state and local Governmental Authorities, including without limitation, Medicare, Medicaid and CHAMPUS, and other third party payors, as the same may from time to time be amended, restated, extended, supplemented or modified.

"Patient Admission Agreements" means any and all contracts, authorizations, agreements and/or consents executed by, or on behalf of any patient or other Person seeking services from the Debtors pursuant to which the Debtors provide or furnish treatment and related services, including the consent to treatment, assignment of payment of benefits by third party as the same may from time to time be amended, restated, supplemented or modified.

"Person" shall mean an individual, a corporation, a partnership, a joint venture, a trust, an unincorporated association, any Governmental Authority or any other entity.

5. This Financing Statement gives notice of the security interest granted by the Debtors to the Secured Party pursuant to the Loan and Security Agreement dated March 17, 1992, by and between the Debtors and the Secured Party (the "Loan Agreement"), in connection with a term loan made by the Secured Party to the Debtors on March 17, 1992, in the principal amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000).

DEBTORS:

GUNDRY/GLASS, INC.

By [Signature] (SEAL)
Sheldon D. Glass, M.D.,
President

GLASS MENTAL HEALTH CENTERS, INC.

By [Signature] (SEAL)
Sheldon D. Glass, M.D.,
President

SECURED PARTY:

PROVIDENT BANK OF MARYLAND

By [Signature] (SEAL)
Frederick G. Botti,
Vice President

RETURN TO: (SCR)

PROVIDENT BANK GROUP, INC.
1000 Light Circle
Suite 300
Baltimore, Maryland 21208

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

ZYMOTIC, LTD.

1. Debtor(s):

Name or Names—Print or Type
 122 Main Street Annapolis Anne Arundel, MD 21401
 Address—Street No., City - County State Zip Code

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

2. Secured Party:

D. Minassian & Sons, Inc.
 Name or Names—Print or Type
 20 West 47th Street, New York, New York 10036
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All consigned inventory of jewelry, precious gems, and precious metals tagged as "D.M." of various designs and values, now or hereafter acquired by the Debtor pursuant to a consigned Memorandum Agreement between Debtor and Secured Party dated March 18, 1992, as may be amended from time to time, which inventory shall be deemed the collateral and in addition thereto the proceeds of such collateral.

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.



RECORD FEE 11.00
 POSTAGE .50
 H09T430 C191 R03 T11104
 03/25/92

DEBTOR(S): ZYMOTIC, LTD.

SECURED PARTY:

Susan R. Donovan
 (Signature of Debtor)

MARY H. ROSE
 AA CO. CIRCUIT COURT

Susan R. Donovan -President
 Type or Print

D. Minassian & Sons, Inc.
 (Company, if applicable)

(Signature of Debtor)

Dikran Minassian
 (Signature of Secured Party)

Type or Print

Dikran Minassian
 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: Nicholas J. Kallis, 90 Cathedral Street, Annapolis, MD

Handwritten marks: 11, 50

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

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

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

This financing statement Dated March 12, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John M. Scible Y Worry Farms M-37860, M-37861
 Address 1501 Rossback Road Davidsonville, MD 21035

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

- One (1) Caterpillar Model # 943 Track Type Loader S/N 19Z01594
- One (1) Caterpillar Model # D4C Track Type Tractor S/N 1RJ01359

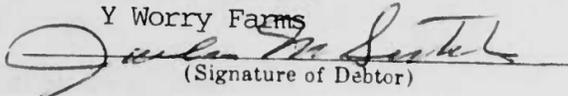
NOT SUBJECT TO RECORDATION TAX

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)

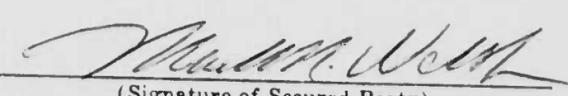
John M. Scible
 Y Worry Farms

 (Signature of Debtor)

 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Alban Tractor Co., Inc.


 (Signature of Secured Party)

 Type or Print Above Signature on Above Line

RECORD FEE 12.00
 POSTAGE .50
 #391360 CAB9 R02 T09:54
 03/25/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT



1200
 5



FINANCING STATEMENT (FORM UCC-1)

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract-Lessor is Seller and Lessee Purchaser of Equipment)

LESSEE: Richard B. Garden, DDS
1507 Ritchie Highway
Suite 105
Arnold, MD 21012

LESSOR: BUTLER LEASING COMPANY
P.O. Box 677
Hunt Valley, Maryland 21030-0677

ASSIGNEE OF LESSOR:

MARYLAND NATIONAL BANK
100 South Charles Street
Baltimore, MD 21201



THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.
Computer System per Schedule attached hereto and made a part hereof

RECORD FEE 12.00
POSTAGE .50
#391390 C489 R02 T09#56
03/25/92
MARY M. ROSE
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
Richard B. Garden, DDS

LESSOR
BUTLER LEASING COMPANY

BY: [Signature]
Richard B. Garden, OWNER

BY: [Signature]
Grace M. Cullage, Underwriter

PRINT NAME & TITLE:

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 677
Hunt Valley, Maryland 21030-0677
(410) 771-9600

12:30



Butler Leasing Company

SCHEDULE
EQUIPMENT

BOOK 578 PAGE 553

AGREEMENT NO. _____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	4860001393 386/33 TOWER W/5.25" AND 3.5" FLOPPIES, 120MB IDE HD AND CONTROLLER, VGA VIDEO AND CONTROLLER, 4MB RAM, COLORADO MEMORY SYSTEMS 120MB TAPE BACKUP SYSTEM
1	286/12 WORK STATION W/3.5" FLOPPY, 40MB HD, 4MB RAM, 2400 BAUD MODEM (INTERNAL) 910153
1	LANTASTIC STARTER KIT FOR 2-NODES, AEX VERSION W/16-BIT NETWORK CARDS AND ETHERNET CABLING
1	FOXMED PRACTICE MANAGEMENT SOFTWARE W/FOXMENU
1	WORD PERFECT 5.1 WORD PROCESSING SOFTWARE
1	PC ANYWHERE REMOTE CONTROL SOFTWARE
1	STEDMAN'S MEDICAL DICTIONARY
1	HEWLETT PACKARD LASERJET III PRINTER
1	OKIDATA 320 DOT MATRIX PRINTER

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

FINANCING STATEMENT
(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to the original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record:	<u> </u>	Land	)	) Liber <u>562</u> Folio <u>645</u> File # 282552 & 282553	
	<u>X</u>	Financing Statement	)	& 646	RECORD FEE 10.00
					POSTAGE .50
					#391530 C489 R02 110:18
					03/25/92
		Date of Financing Statement		<u>11-27-1990</u>	MARY M. ROSE
					AA CO. CIRCUIT COURT

NAME	ADDRESS	No.	Street	City	State
1. Debtor(s) (or assignor[s])					

R. J. Moore & Associates, Inc., 929 West Street, Suite 210, Annapolis, MD 21401



2. Secured Party (or assignee)

BANK OF MARYLAND, 2661 Riva Road, Annapolis, Maryland 21401

CHECK (X) THE LINES WHICH APPLY

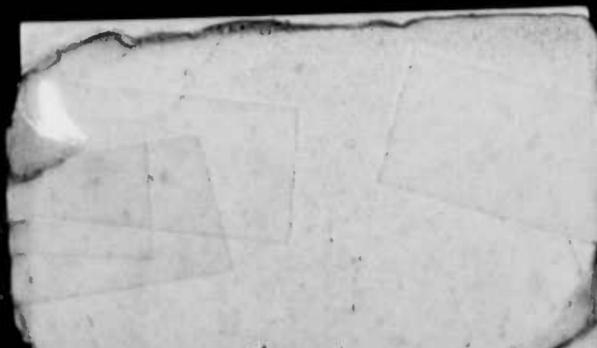
3. A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- X B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- 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:
- D. Partial Release. The secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Dated: January 23, 1992, 1992

Secured Party:
BANK OF MARYLAND
(formerly Bay National Bank)
By: Scot R. Browning
Scot R. Browning, Vice President

The Annapolis Banking & Trust Co.
P. O. Box 811
Annapolis, Md. 21404

1000



STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 578 AG 556

Identifying File No. 285980

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

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

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

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

1. DEBTOR

Name A & S Carpets inc.
Address 2421 Crofton Lane Suite 12 Crofton Md. 21114

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

One (1) 1992 Clark model GCX20 Cushion tire forklift.
Serial No. GX230-0132-8390, 83/188" Triple stage upright, 37" Wide carriage, 48" Backrest, no forks (Load)

Name and address of Assignee
CLARK CREDIT CORPORATION
800 CIRCLE DRIVE
BUCHANAN, MI 49107-1395

Not subject to recordation tax, conditional sales contract, seller is the secured party.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#391670 C489 R02 T10:27
03/25/92



MARY M. ROSE
AA CO. CIRCUIT COURT

David Stevenson II
(Signature of Debtor)
DAVID STEVENSON II
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

J. Fischer VP
(Signature of Secured Party)
J. Fischer VP
Type or Print Above Signature on Above Line

1100 SB



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly 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 Collins R. Huff
 Address 8213 Jumpers Hole Road, Millersville, MD 21108 (Anne Arundel)

2. SECURED PARTY

Name Vernon E. Stup Company
 Address 5859 Urbana Pike, Frederick, MD 21701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Case 480E Loader/Landscaper S/N 17003522

RECORD FEE 11.00
 POSTAGE .50
 #391690 C489 R02 T10:28
 03/25/92

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.



MARY- M. ROSE
 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)

Collins R. Huff
 (Signature of Debtor)

Collins R. Huff

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Suzanne J. Weddle
 (Signature of Secured Party)

Suzanne J. Weddle, Corp. Secy.

Type or Print Above Signature on Above Line

1100
 50



STATE OF MARYLAND

BOOK 578 PAGE 558

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255773

RECORDED IN LIBER 483 FOLIO 103 ON 3/5/85 (DATE) Anne Arundel County

1. DEBTOR

Name Baltimore Chris-Craft Sales, Inc.
5816 N. Ritchie Highway
Baltimore, MD 21225
Address

2. SECURED PARTY

Name YAMAHA PARTS DISTRIBUTORS, INC.
6555 Katella Ave.
Cypress, CA 90630
Address

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK [X] FORM OF STATEMENT

Form with sections A, B, C, D for Continuation, Partial Release, Assignment, and Other. Includes a text box for collateral assignment to ITT Commercial Finance Corp.

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#391880 CASP R02 T11#10
03/25/92
MARY M. ROSE
AA CO. CIRCUIT COURT

YAMAHA PARTS DISTRIBUTORS, INC.
Ken Smith (attorney-in-fact)
Dated 3/12/92

ITT COMMERCIAL FINANCE CORP
[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

10.00



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) Aljan, Inc. 7145 Ritchie Highway Glen Burnie, Md. 21061	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 5020 Campbell Blvd. Baltimore, Md. 21236	RECORD FEE 11.00 POSTAGE .50 #391890 C489 R02 T11:10 03/25/92 MARY M. ROSE AN AN. CIRCUIT COURT
For Filing Officer (Date, Time, Number and Filing Office)		

3. This Financing Statement covers the following types (or items) of personal property:

- 1. Motor Vehicles, Tractors, Trailers and Truck and Camper bodies whether equipment or inventory on lease or rental or hold for lease, rental or sale, together with all equipment and accessories thereto.
- 2. Document and Certificates of Title, ownership or origin with respect to the above.
- 3. All accounts, chattel papers, lease rentals and general intangibles.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Clerk of Circuit Court of Anne Arundel Co. Annapolis, Md.

Aljan Inc.

(SIGNATURE OF DEBTOR)

[Handwritten Signature]

(SIGNATURE OF DEBTOR)

Alvin Blumenstein, President

F.M.C.C. 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

Ford Motor Credit Company

(NAME OF SECURED PARTY)

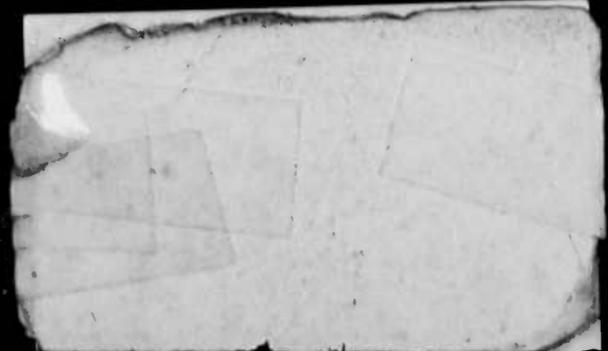
BY: *[Handwritten Signature]*

B. R. Boston, Branch Operations Manager

PRINTED IN U.S.A.



1100
J2



Anna
Account

285983

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 recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 3/3/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ABBESS COMPANY, Inc.
Address 905 Silver Maple Court, Glen Burnie, Maryland 21060

2. SECURED PARTY

Name Arc Welder Sales & Rental Company, Inc.
Address 3403 Sinclair Lane
Baltimore, Maryland 21213

Person And Address To Whom Statement Is To Be Returned If Different From Above.

THE LINCOLN ELECTRIC CO., 22801 ST. CLAIR AVE., CLEVELAND, OH 44117-1199

3. Maturity date of obligation (if any) ~~1/3/93~~

4. This financing statement covers the following types (or items) of property: (list)

One (1) Lincoln K-525-1 SP130 Welder complete with accessories.

Serial # AC-830931
Code # 9583

-ARC WELDING EQPT.-

ASSIGNEE OF THE SECURED PARTY:
THE LINCOLN ELECTRIC CO.
22801 ST. CLAIR AVE.
CLEVELAND OH 44117-1199

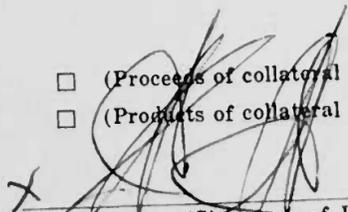
Conditional Sales Contract is exempt from recordation tax.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

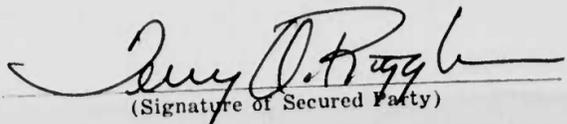
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X 
(Signature of Debtor)

Robert Bateman, PRES
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line


(Signature of Secured Party)

Terry O. Riggleman, GEN MGR.
Type or Print Above Signature on Above Line



RECORD FEE 11.00
POSTAGE .50
#391900 CAS9 R02 T11:12
03/25/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1100
10

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)

JOHNSON CHARLES
1230 OLD DORSEY RD
HARMANS, MD 21077
~~289 46 5594~~

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P.O. OBX 65090
WEST DES MOINES, IA 50265

3 MATURITY DATE
(If Any)

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 280477 BK 554 PG 187

Filed with ANNE ARUNDEL CIRCUIT CLERK Date Filed 4-3-90

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above
- 7 ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10
- 9 RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

RECORD FEE 10.00
POSTAGE .50
#391980 C487 R02 T11-26
03/25/92
MARY M. ROSE
AA CO. CIRCUIT COURT



10
Number of Additional Sheets Presented

TO
ANNE ARUNDEL CIRCUIT CLERK
ANNE ARUNDEL COUNTY
ANNAPOLIS, MD 21401

By
Signature(s) of Debtor(s) (Necessary only if item 8 is applicable.)

FILING OFFICER COPY - ALPHABETICAL

By *D. J. Walters* Director, Installment Finance - For
Signature(s) of Secured Party(ies)

- JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
- JOHN DEERE COMPANY

STANDARD FORM - FORM UCC-3

Robin Ratcliff
JOHN DEERE COMPANY/ROBIN RATCLIFF

1000
12



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 279879

RECORDED IN BOOK 551 PAGE 306 ON 2-2-90 (DATE)

1. DEBTOR

Name HABERKORN GREGORY A 212 52 3275
Address 19 ARCHWOOD AVE GLEN BURNIE, MD 21061

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address P.O. Box 65090
W. Des Moines, IA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK FORM OF STATEMENT

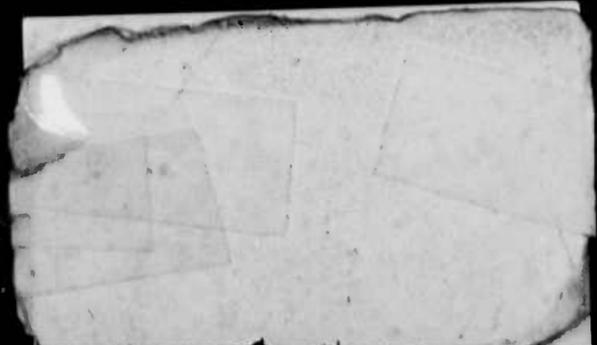
<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the 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
#391990 0489 R02 T11:27
03/25/92
MARY H. ROSE
AA CO. CIRCUIT COURT



Dated 3-13-92 *Robert Rateroff* UCC Clerk
(Signature of Secured Party)
JOHN DEERE COMPANY
Type or Print Above Name on Above Line

10⁰⁰
16



ANNE ARUNDEL CO

6755409-001

Identifying File No. 285984

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly 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 Anne Arundel Medical Center

Address Franklin and Cathedral Streets, Annapolis, MD 21401

2. ~~SECURITY PARTY~~ LESSOR

Name Security Pacific Credit Corporation

Address 9918 Hibert Street, San Diego, CA 92131

Person And Address To Whom Statement Is To Be Returned 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 herewith for equipment covered under Lease #6755409, 001, 002, 003, 004 & 005

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00

POSTAGE .50

#392020 C489 R02 T11:29

03/25/92



MARY M. ROSE

AA CO. CIRCUIT COURT

William T. Bradlee
(Signature of ~~Debtor~~ Lessee 10/30/91)

WILLIAM T BRADLEE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SH DENNEY
(Signature of ~~Security Party~~ Lessor)

SH DENNEY
Type or Print Above Signature on Above Line

1100
30



EXHIBIT "A"

BOOK 573 PAGE 564

Equipment Location: "Same as Lessee"
 Configurations for Lease Agreement No. 10682-001

ITEM NO	QTY	MODEL NO	DESCRIPTION
1	+0001	E70043	AV 6100 1-CPU/20, 1 6MB, 2GB SMD, 150MB
2	+0001	E6590-M	2GB 8MM TAPE BACKUP ADD-ON DEVICE
3	0003	E4608	10-PORT RS-232 TERM INAL SERVER
4	0001	1326A	20 METER ETHERNET D ROP CABLE
5	+0001	E70043	AV 6100 1-CPU/20, 1 6MB, 2GB SMD, 150MB
6	+0001	E6590-M	2GB 8MM TAPE BACKUP ADD-ON DEVICE
7	+0001	E6586-A	ADD-ON 1600BPI 1/2" REEL TAPE DR - RM
8	0001	15326E005	5 FT EXT CBL DRIVE TO CSS CHASSIS
9	+0001	E1605-E	19IN CAB PRIM.DOM. EXPANSION
10	0001	E6585	METER HIGH CAB FOR 8 R.A.M.S. DISK DR
11	0003	E4608	10-PORT RS-232 TERM INAL SERVER
12	0002	1326A	20 METER ETHERNET D ROP CABLE
13	0001	4619	EIGHT PORT IEEE802. 3 TRANSCEIVER
14	0001		MEDITECH SFTWE PKG

Equipment Location: "Same as Lessee"
 Configurations for Lease Agreement No. 10682-002

ITEM	QTY	MODEL #	DESCRIPTION
1	1	5405B-X	DOT MATRIX PRINTER: 132COL/800LPM
2	1	AV6100	AV 6100 (20MHZ-SNGL/RACK) DESIGNATOR

Equipment Location: "Same as Lessee"
 Configurations for Lease Agreement No. 10682-003

ITEM	QTY	MODEL #	DESCRIPTION
1	1	10412	RS-232 COMM I/F
2	1	AV6100	AV 6100 (20MHZ-SNGL/RACK) DESIGNATOR
3	1	10408-XX	15 KVA 3 PHASE U.P.S. 208V U.S.

Equipment Location: "Same as Lessee"
 Configurations for Lease Agreement No. 10682-004

ITEM	QTY	MODEL #	DESCRIPTION
1	40	105C	ESPRIT TERMINALS

Equipment Location: "Same as Lessee"
 Configurations for Lease Agreement No. 10682-005

Equipment and Software

Item #	Quantity	Model#	Description
1	1	4619	EIGHT PORT IEEE802.3 TRANSCEIVER
2	1	E4608	10-PORT RS-232 TERMINAL SERVER
3	1	AV6120	AV 6120 (20MHZ-DUAL/RACK) DESIGNATOR

FINANCING STATEMENT FORM UCC-1

Identifying File No. 285987

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 3/11/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Outdoor Power Inc. Fed Tax ID # 52-1659633
Address 436 Chinquapin Round Rd. Annapolis, MD 21401

2. SECURED PARTY

Name Chrysler First Commercial Corporation
Address 1160 Swedesford Road, Suite 240, P. O. Box 3015
Southeastern, PA 19398-9945

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of but not limited to, edgers, lawn mowers, tractors, tillers, chainsaws, power blowers, grass trimmers, sprayers, power rakes, generators, pumps and the like, including accessories and all other equipment used or intended to be used in conjunction with any of the foregoing distributed by Lawn Equipment Parts Company.

"INVENTORY"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)



RECORD FEE 11.00
POSTAGE .50
#392040 C489 R02 T11#30
03/25/92
MARY M. ROSE
AA CO. CIRCUIT COURT

x Kenneth R Wagner - Pres
(Signature of Debtor)

Kenneth R. Wagner - Pres.
Type or Print Above Name on Above Line

x Kenneth R Wagner - Pres
(Signature of Debtor)

Stacey Whartnaby
(Signature of Secured Party)

Kenneth R. Wagner - President
Type or Print Above Signature on Above Line

Stacey Whartnaby, Account Specialist
Type or Print Above Signature on Above Line

1100
13



FINANCING STATEMENT FORM UCC-1

Identifying File No. 285948

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 3/11/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Outdoor Power Inc. Fed Tax ID # 52-1659633
Address 436 Chincapien Round Road Annapolis, MD 21401

2. SECURED PARTY

Name Chrysler First Commercial Corporation
1160 Swedesford Road, Suite 240, P. O. Box 3015
Address Southeastern, PA 19398-9945

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of but not limited to, new riding tractors, mower decks, intermediate walk behind mowers, sulky's, grass catcher's, edgers and the like, including accessories and all other equipment used or intended to be used in conjunction with any of the foregoing, bearing the brand name Scag.

"INVENTORY"

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)

RECORD FEE 11.00
POSTAGE .50
#392050 C489 R02 711:31
03/25/92
MARY M. ROSE
AA CO. CIRCUIT COURT



Kenneth R. Wagner - Pres.
(Signature of Debtor)

Kenneth R. Wagner - President
Type or Print Above Name on Above Line

Kenneth R. Wagner - Pres.
(Signature of Debtor)

Kenneth R. Wagner - President
Type or Print Above Signature on Above Line

Stacey Whartnaby
(Signature of Secured Party)

Stacey Whartnaby, Account Specialist
Type or Print Above Signature on Above Line

1100
30



ANNE ARUNDEL COUNTY
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL, RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269903

RECORDED IN LIBER 518 FOLIO 215 ON September 29, 1987 (DATE)

1. DEBTOR

Name The Cascade Corp. dba The Boathouse

Address 7090 Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Mercury Marine Acceptance Corporation

Address 5 Hampshire Street, P. O. Box 9113, Mansfield, MA 02048

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>Please terminate filing.</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #392060 C48 R02 T11:31 03/25/92 MARY M. ROSE AA CO. CIRCUIT COURT</p>	

BL
CLERK

Dated 3-17-92

Stacey Whartnaby
(Signature of Secured Party)

Stacey Whartnaby, Account Specialist
Type or Print Above Name on Above Line

1000



ANNE ARUNDEL COUNTY
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL, RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269904
RECORDED IN LIBER 518 FOLIO 216 ON September 29, 1987 (DATE)

1. DEBTOR

Name The Boathouse
Address 7090 Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Mercury Marine Acceptance Corporation
Address 5 Hampshire Street, P. O. Box 9113, Mansfield, MA 02048

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>
	Please terminate filing.	
	<p>RECORD FEE 10.00 POSTAGE .50 M392070 C48 R02 T11431 03/25/92 MARY H. ROSE AA CO. CIRCUIT COURT</p>	

Dated 3-17-92

Stacey Whartnaby
(Signature of Secured Party)

Stacey Whartnaby, Account Specialist
Type or Print Above Name on Above Line

10.00



HARBOR01.FIS
9349
01/16/92

RECORD FEE 17.00
POSTAGE .50
#392100 CABY R02 T11:34
03/25/92
MARY H. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF BALTIMORE CITY, MARYLAND AND ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.



1. NAME AND ADDRESS OF DEBTOR: HARBOR MEDICAL GROUP, P.C.
c/o Harbor Hospital Center, Inc.
3001 S. Hanover Street
Baltimore, Maryland 21230
Attn: Jorge E. Calderon, M.D.
2. NAME AND ADDRESS OF SECURED PARTY: HARBOR HOSPITAL CENTER, INC.
3001 S. Hanover Street
Baltimore, Maryland 21230
Attn: DeWayne L. Oberlander

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of collateral (the "Collateral"), all as more particularly described in the Financing and Security Agreement dated January 15, 1992 executed by the Debtor for the benefit of the Secured Party:

(a) All "Accounts", "Chattel Paper" and "General Intangibles" (including, without limitation, contract rights) and "Instruments", as the same are defined in the Uniform Commercial Code as presently adopted and in effect in the State of Maryland, both now owned and hereafter created or acquired; and

(b) All equipment, machinery, computers, chattels, tools, parts, machine tools, furniture, furnishings, fixtures and supplies of every kind and nature whatsoever, presently existing or hereafter acquired or created and wherever located, together with all accessions, additions, fittings, accessories, special tools, and improvements thereto and substitutions therefor and all parts and equipment which may be attached to or which are necessary for the operation and use of such personal property, whether or not the same shall be deemed to be affixed to real property and all rights under or arising out of present or future contracts relating to the foregoing, and all proceeds (cash and non-cash) of the foregoing; and

(c) All receivables, notes, notes receivable, drafts, acceptances and similar instruments and documents, both now owned and hereafter created or acquired.

17⁰⁰



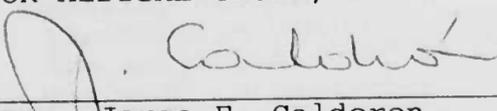
4. This Financing Statement also covers (a) all "Proceeds" of the Collateral, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Collateral, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is due and owing in connection with the recording of this Financing Statement as indicated in the attached allocation affidavit.

DEBTOR:

HARBOR MEDICAL GROUP, P.C.

By


Name: Jorge E. Calderon
Title: President

Filing Officer: After recordation, please return this Financing Statement to:

Christopher P. Smith
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

CERTIFICATION AS TO ALLOCATION
FOR MARYLAND DOCUMENTARY STAMPS

To: THE CLERK OF THE CIRCUIT COURT FOR BALTIMORE CITY
THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

With respect to a Revolving Line of Credit in the amount of \$500,000 from Harbor Hospital Center, Inc. to Harbor Hospital Group, P.C., the undersigned hereby certifies that (a) the portion of the Collateral, as defined in the Financing Statement to which this Certification is attached (the "Collateral"), that is secured by a pledge of accounts receivable, chattel paper, general intangibles and instruments and therefore is exempt from recordation tax is currently \$ 0.00, (b) the portion of the collateral that is equipment subject to recordation tax situated in Baltimore City, Maryland has been valued at \$0.00, (c) the portion of the collateral that is equipment subject to recordation tax situated in Anne Arundel County, Maryland has been valued at \$0.00, and (d) the value of each portion of the collateral and the percentage and amount of indebtedness (for which stamps are to be affixed) attributable to each such portion of the Collateral is as follows:

<u>Types of Collateral</u>	<u>Value of Collateral</u>	<u>Percentage of Collateral</u>	<u>Attributable to Collateral</u>	<u>% of Loan Recordation Tax</u>
Accounts receivable, etc. exempt from recordation tax	\$ 0.00	100%	\$500,000	N/A
Equipment in Baltimore City, MD subject to recordation tax	\$0.00	0%	\$0.00	\$0.00
Equipment in Anne Arundel County, MD subject to recordation tax	\$0.00	0%	\$0.00	\$0.00
TOTALS	\$ 0.00	100%	\$500,000	\$0.00

The Debtor certifies that no recordation tax was due and owing in connection with the filing of the Financing Statements accompanying this certificate and therefore none was paid.



HARBOR MEDICAL GROUP, P.C.

By: Jorge E. Calderon (SEAL)
Name: Jorge E. Calderon
Title: President

Fair Market Value

Calculated on the basis of the following formula:

Value of accounts receivable, etc. or value of equipment
divided by sum of value of accounts receivable, etc. and
value of equipment.

Calculated on the basis of the following formula:

Percentage of Collateral multiplied by loan amount

At the time of this filing, the Debtor has no taxable collateral.

HARBOR MEDICAL GROUP, P.C.

By: Jorge E. Calderon (SEAL)
Jorge E. Calderon
President

FINANCING STATEMENT

To be Filed In:

- Land Records Not subject to recordation tax
- State Department of Assessments & Taxation Subject to recordation tax on principal amount of \$ _____
- Financing Statement Records

1. Name and Address of Debtor(s):

- a. Samuel G. Rose b. _____ c. _____
 Suite 432
 1120 Connecticut Ave.
 Washington DC 20036

2. Name and Address of Secured Party:

Emily Rose
 1737 Johnson Avenue, N.W.
 Washington, D.C. 20009



RECORD FEE 11.00
 POSTAGE .50
 #392160 C489 R02 T11:45
 03/25/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

3. This Financing Statement covers the following types (or items) of property:

See Attached

4. Check the statements which apply:

Some of the above-described personal property is to be affixed to the real estate described in Exhibit "A" attached hereto, and described in a Deed of Trust of even date herewith and recorded among the Land Records from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement. The Debtor is the record owner of the subject real estate.

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.

Debtors:

- a. Samuel G. Rose b. _____ c. _____

Mr. Clerk: Return to: Richard Tomar, Esq.
 Margolis, Mallios, Davis, Rider & Tomar
 1503 21st Street, N.W.
 Washington, D.C. 20036

1100
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SCHEDULE TO THE FINANCING STATEMENT

All of the right, title and interest of the Debtor as a general and/or limited partner in the following partnership: Shipley's Choice Limited Partnership (hereinafter called the "Partnership"), 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 and/or limited partner in the Partnership, together with the income and profits arising from the assigned interests in the Partnership and any other distributions, of earnings, capital and otherwise, and any and all surplus thereof, and any interest whatsoever of Debtor in the Partnership and all proceeds of any or all of the foregoing.

BOOK 578 PG. 575

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 284283 recorded in Liber 570, Folio 515 on 8/13/91 at Anne Arundel County

RECORD FEE 10.00
POSTAGE .50
H392170 C489 R02 T11:46
03/25/92
MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR(S): Arthur D. Ebersberger
ADDRESS(ES): 51 Boone Trail
Severna Park, Maryland 21146
2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Kelly L. Roussey
ADDRESS: MAILSTOP: 500291; Post Office Box 987, Baltimore, Maryland 21203



Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.XX AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 - a. Not subject to Recordation Tax.
 - b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Please amend the address to the following:

645 Baltimore Annapolis Blvd.
Units 201-210 and Units 216-220
Severna Park, Maryland 21146

DEBTOR(S): _____
(Signature necessary only if Item 6 is applicable)

BY: Arthur D. Ebersberger (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank
BY: Margaret R. Anderson (SEAL)
Margaret R. Anderson, AVP
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV 4-86

1000
50

578 page 575-A

To the Clerk:

Do not record this page. The information on this side is for the Secured Party's internal use only.

Instructions:

1. *Statements of Amendment to Add Collateral:*

When filing a statement of amendment to add collateral, use the standardized descriptions below, preceded by the following language: "The original Financing Statement is amended to cover the following additional property of Debtor as collateral." Also, when filing a statement of amendment to add collateral, check the appropriate box under Item 6., to indicate whether the statement of amendment is subject to recordation tax. Statements of amendment to perfect a security interest in additional collateral are not subject to recordation tax if one of the standard exemptions from tax is available, with certain exceptions. No instrument subject to recordation tax may be recorded until the tax has been paid.

When the space on the front at number 8. will not accommodate the property descriptions to be typed, these property descriptions can be continued, or typed entirely, on a Schedule A to the statement of amendment.

Note the suggestions below for when collateral is insured against various casualties (paragraph 3) or when state law would consider the collateral to be a fixture to realty (paragraph 4).

2. *Standard Descriptions of Property:*

"Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof."

"Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof."

"Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods."

"General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof."

"Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper, and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof."

"All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof."

"Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof."

"Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof."

3. *Insurance on Collateral:*

Where appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property."

4. *Where Collateral May Be A Fixture:*

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing

"All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (this blank to be completed if the Debtor does not have an interest of record in the real estate.)"

STATE OF MARYLAND

BOOK 578 PAGE 576

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232871

RECORDED IN LIBER 426 FOLIO 103 ON 6-6-80 (DATE)

1. DEBTOR

Name Glen Burnie T.V. Inc.

Address 107 E. Furnace Branch RD., Glen Burnie, MD 21061

2. SECURED PARTY

Name Transamerica Commercial Finance Corp

Address 1900 Sulphur Spring Rd., Baltimore, MD 21227 & 10 New England

Business Center Dr. P.O. Box 9026, Andover, MA 01810

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Please continue filing. (Arundel county)</p>	
	<p>RECORD FEE 10.00 POSTAGE .50 #392190 0489 R02 T11:48 03/25/92 MARY M. ROSE AA CO. CIRCUIT COURT</p>	

Dated _____

Mary M. Rose
(Signature of Secured Party)
Transamerica Commercial finance Corp
Type or Print Above Name on Above Line 82966.1

10⁰⁰ 33



FINANCING - ANNE ARUNDEL COUNTY

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	.....
Date & Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 284338
Date of Filing Record Reference book 571, page 115
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
FALCON PROPERTIES, a Maryland general partnership	2406	Peppermill Dr.	Glen Burnie, Md.	21061

Name of Secured Party or assignee	No.	Street	City	State
FARMERS NATIONAL BANK OF MARYLAND	Five Church Circle		Annapolis, Md.	21401

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

AMENDED AS FOLLOWS:

- Increase the original debt from \$735,000.00 to \$822,097.00 for MARY M. ROSE the purpose of purchasing additional property - Legal Description on CIRCUIT COURT Attached Hereto and made a part hereof, marked Exhibit "A".
- Change the address of the Debtor.

(RECORDATION TAXES HAVE BEEN PAID ON NEW MONEY IN ANNE ARUNDEL COUNTY WITH THE FILING OF AN "AMENDED AND RESTATED PURCHASE MONEY DEED OF TRUST, ASSIGNMENT AND SECURITY AGREEMENT IN THE AMOUNT OF \$822,097.00)

Debtor(s) or assignor(s)

FALCON PROPERTIES, a Maryland
general partnership

FARMERS NATIONAL BANK OF MARYLAND

(Seal)

BY:

James K. Braswell
JAMES K. BRASWELL, General Partner

(Corporate, Trade or Firm Name)

Twaun D. Oakes
Signature of Secured Party or Assignee
TWAUN D. OAKES, Vice President

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

After Recording Fees Return To
FINDER, BRICE & MORTAL, CHARTERS
P. O. Box 5400
Annapolis, Maryland 21404

RETURN TO:



RECORD FEE 12.00
POSTAGE .50
#393210 C489 R02 T08:53
03/26/92

12 00

FN001.899

EXHIBIT "A"

PARCEL NO. ONE: (EXISTING PROPERTY)

BEING KNOWN AND DESIGNATED Units 1-D, 1-E, 1-F, 1-G, and Units 1-A, 1-B and 1-C, Building No. 2406, of a Condominium Regime known as "THE BUSINESS CONDOMINIUMS AT THE INTERNATIONAL TRADE CENTER - A CONDOMINIUM", as the same is established by a Condominium Regime Declaration and By-Laws dated April 23, 1991, and recorded among the Land Records of Anne Arundel County in Liber 5373, folio 659, and as shown on a Plat entitled "THE BUSINESS CONDOMINIUMS AT THE INTERNATIONAL TRADE CENTER INCORPORATED", recorded among the Plat Records of Anne Arundel County, Plat No. E-2894 and E-2895, Plat Book E-54, Pages 44 and 45, all inclusive.

TOGETHER with an undivided five (5%) percent interest, for each of the units being acquired, 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.

BEING a part of the same property acquired by Falcon Properties, a Maryland general partnership, by deed dated August 14, 1991 from Jerome M. Williams and recorded among the Land Records of Anne Arundel County in Liber 5387, folio 308, as to Units 1-D, 1-E, 1-F and 1-G; and

BEING the same property acquired by Falcon Properties, a Maryland general partnership, by deed dated October 28, 1991, from Jerome M. Williams, and recorded among the Land Records of Anne Arundel County in Liber 5440, folio 353, as to Units 1-A, 1-B, and 1-C.

PARCEL NO. TWO: (ADDITIONAL PROPERTY PURCHASED)

BEING KNOWN AND DESIGNATED Unit 1-H, Building No. 2406, of a Condominium Regime known as "THE BUSINESS CONDOMINIUMS AT THE INTERNATIONAL TRADE CENTER - A CONDOMINIUM", as the same is established by a Condominium Regime Declaration and By-Laws dated April 23, 1991, and recorded among the Land Records of Anne Arundel County in Liber 5373, folio 659, and as shown on a Plat entitled "THE BUSINESS CONDOMINIUMS AT THE

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

EXHIBIT "A" CONTINUED

INTERNATIONAL TRADE CENTER INCORPORATED", recorded among the Plat Records of Anne Arundel County, Plat No. E-2894 and E-2895, Plat Book E-54, Pages 44 and 45, all inclusive.

TOGETHER with an undivided five (5%) percent interest, for each of the units being acquired, 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.

BEING the same property acquired by Falcon Properties, a Maryland general partnership, from Jerome M. William, by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

After Recording Please Return To
SNIDER, BUCK & MIGDAL, CHARTERED
P.O. Box 2400
Annapolis, Maryland 21404

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

285989

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly 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 Leasetec Corporation

Address 1401 Pearl Street Boulder, CO 80302

2. SECURED PARTY

Name First Bank National Association

Address 1st Bank Place, 120 S. 6th Street

Minneapolis, MN 55450

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Idea Courier electronic data processing equipment, including certain equipment and associated proceeds covered by lease agreements with lessees as listed on attached sheets. Serial numbers of covered equipment are on file at offices of Leasetec Corporation.

Name and address of Assignee

(IDEA #74B) (MD-Anne Arundel)

"True LEase-not subject to recordation tax." Does not create 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)

Leasetec Corporation

Geraldine H. Von Hoene
(Signature of Debtor)

Geraldine H. Von Hoene, Manager
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#394020 C489 R02 T12:31
03/26/92
MARY M. ROSE
AA CO. CIRCUIT COURT



G. Chaplin
(Signature of Secured Party)

First Bank National Association
Type or Print Above Signature on Above Line

1103



9110

ATTACHMENT TO UCC-1
IDEA COURIER EQUIPMENT

OWNER: LEASETEC CORPORATION

LESSEE	LEASE/SCHEDULE	CITY	STATE	COUNTY
KILSBY-ROBERTS	X4400/3442EE	HANOVER	MD	ANNE ARUNDEL
RYLAND MORTGAGE COMPANY	R1790/17132	COLUMBIA	MD	HOWARD
RYLAND MORTGAGE COMPANY	R1790/11672	COLUMBIA	MD	HOWARD

11.00



FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be recorded in the:

- 1. Financing Statement Records of Anne Arundel County, Maryland
- 2. State of Maryland Department of Assessments and Taxation
- 3. Land Records of Anne Arundel County, Maryland.

NAME AND ADDRESS OF DEBTOR:

FRANK D. O'BRIEN and MARGARET A. O'BRIEN
1560 SHELL ROAD
PASADENA, MARYLAND 21122

RECORD FEE 12.00
POSTAGE .50
H394260 0489 R02 115407
03/26/92
MARY H. ROSE
AA CO. CIRCUIT COURT

NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401



This Financing Statement covers all of the following property of the Debtor:

A. LEASES. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all leases executed by the Debtor, as lessor of any part or parcel of the premises described in Exhibit A and the improvements thereon located, whether now in existence or hereafter created, and the proceeds thereof.

* NOT SUBJECT TO RECORDATION TAX *

Frank D. O'Brien

Margaret A. O'Brien

Mar. 24, 1992

DATE

ROBLYER
& RICHMAN, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

1200
125



285991

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS & TAXATION RECORDATION TAX PAID (IF DUE) TO ANNE ARUNDEL COUNTY AT TIME OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

- 1. Name & Address of Debtor: DAVIDSON DEVELOPMENT, INC.
577 Baltimore & Annapolis Blvd.
Severna Park, Maryland 21146
- 2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 211 9th Street, Lots 34, 35 and 36, Chelsea Beach Subdivision, Pasadena, Maryland 21122, 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 211 9th Street, Lots 34, 35 and 36, Chelsea Beach Subdivision, Pasadena, Maryland 21122, 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.

BL
CLERK

Debtors:

DAVIDSON DEVELOPMENT, INC.

BY: James R. Davidson
James R. Davidson, President

Secured Party:

BANK OF ANNAPOLIS

BY: Steven G. Tyler
Steven G. Tyler, Agent

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EXHIBIT "A"

ALL those lots or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 34, 35 and 36, Section 1, Plat 1, Chelsea Beach, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 4, folio 31.

BEING the same property which, by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto, was granted and conveyed by Charles C. Widzga and Charles C. Widzga, Jr. unto DAVIDSON DEVELOPMENT, INC., a Maryland corporation.

285992

285992

**FINANCING STATEMENT
AND SECURITY AGREEMENT**

File No.
BOOK **578** PAGE **585**

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Wall Works Inc. T/A White Construction 98 Monticello Ave Annapolis, Maryland 21401</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and 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.)

RECORD FEE 12.00
#099000 C191 R03 714120

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:
Wall Works Inc. T/A White Construction

SECURED PARTY:
03/26/92
MARY M. ROSE
AA CO. CIRCUIT COURT

(Type Name)

THE PARADIES DISTRIBUTING CO.

By: [Signature] (SEAL)
William White, Pres.

By: [Signature]

By: _____ (SEAL) _____ 19 ____
(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

12

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. 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, 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.

882 PTC

AA

BOOK 578 PAGE 587

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. **285993**

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)	2. SECURED PARTY
Family Kitchens Inc. 8541 Fort Smallwood Road Pasadena, Md. 21122	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.)



RECORD FEE 11.00
POSTAGE .50

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.

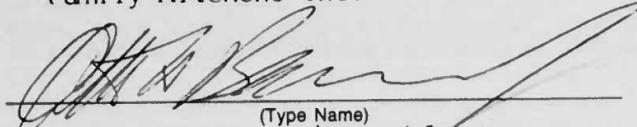
#092010 0191 R03 714-20
03/26/92

MARY M. ROSE

AA CO. CIRCUIT COURT

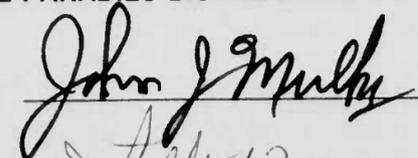
DEBTOR:
Family Kitchens Inc.

SECURED PARTY:

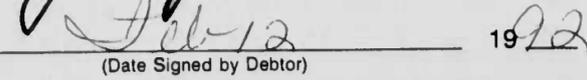

(Type Name)
Otto Backhaus/President

THE PARADIES DISTRIBUTING CO.

By: _____ (SEAL)

By:  _____

By: _____ (SEAL)


(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

1/50

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.

285994

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) James O. Jennings, Jr./ Phillip Larkin d/b/a J & L Machine Shop 21 D Riverview Ave. Annapolis, MD 21401	2. Secured Party(ies) and address(es) Cap-co Leasing Company 425 N. Martingale Rd. Suite #2050 Schaumburg, IL 60173	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 13.00 POSTAGE .50 #099030 C191 R03 T14:29 03/26/92
4. This financing statement covers the following types (or items) of property: 1 Van Norman Agiton Hot Tank S/N 652 1 Neway Domestic Cutter Kit #0113009161 1 Atlas Magnetic Crack Detector 1 FG-5000 Flywheel Grinder Winona Van Norman #728292 1 Trinco Glass Bead Machine #37276-2 1 Black & Decker Valve Refacer with Seat Grinding Kit #80140011 1 Atlas Knurling Kit		5. Assignee(s) of Secured Party and address(es) Datronic Rental Corporation 425 N. Martingale Rd. Suite #1800 Schaumburg, IL 60173

NOT SUBJECT TO RECORDATION TAX - Conditional

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) **Sales Contract**

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: **Dept. of Assessments and Taxation - Baltimore, Maryland**

James O. Jennings, Jr. / Phillip Larkin
 d/b/a J & L Machine Shop _____
Phillip Larkin
 Signature(s) of Debtor(s)

Cap-co Leasing Company

[Signature]
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

13.50



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 285995

BOOK 578 PAGE 590
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 El Camino Computer Leasing, Ltd.
Address 8550 Balboa Blvd. #140, Northridge, CA 91325 TAX ID# 95-4114649

2. SECURED PARTY

Name Concord Asset Management, Inc.
Address 1 Norwalk West, 40 Richards Avenue, Norwalk, CT 06856

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00

3. Maturity date of obligation (if any) _____

POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of the Debtor in Equipment and Leases and all proceeds relating thereto as further described on the attached Exhibit A.

#099140 C191 R03 T14:43
03/28/92

MARY H. ROSE
AA CO. CIRCUIT COURT

EQUIPMENT LOCATION:
L716 YORK INTERNATIONAL
8301 PAUXENT ROAD
JESSUP, MD 20794

MD, ANNA ARUNDEL CNTY
LOAN #1076

Maryland Recordation Tax in the amount of \$33.00, has been paid to the state on 3/28/91.



CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Paul C. Sporn
(Signature of Debtor)

El Camino Computer Leasing, Ltd.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Teresa Slomiana
(Signature of Secured Party)

Teresa Slomiana Sr. Contr. Admin.
Concord Asset Management, Inc.

Type or Print Above Signature on Above Line

intresearch, Inc.
P. O. Box 1310
Albany, N.Y. 12201

CSC

1160 50



EXHIBIT A

This financing statement covers (a) all equipment now or hereafter owned or acquired by Debtor, (b) all leases of such equipment (whether now existing or hereafter entered into), and (c) all proceeds of any of the foregoing including but not limited to proceeds of insurance and any and all accounts, general intangibles, contract rights, inventory, equipment, money, drafts, instruments, deposit accounts or other tangible and intangible property of Debtor resulting from the sale or other disposition of such equipment and leases referred to in (a) and (b) above, or any portion thereof, and the proceeds of such proceeds, all to secure loans by Secured Party to Debtor pursuant to and as more particularly described in, and subject to the provisions of, all Security Agreements and any other Agreements, entered or to be entered into, between Debtor and Secured Party. This financing statement shall not be deemed to modify, amend, limit or expand the provisions of the foregoing agreements.

CJC

Intosearch, Inc.
P. O. Box 1110
Albany, N.Y. 12201

115



285946

This Financing Statement is presented to Filing Officer for filing pursuant to the Uniform Commercial Code. Number of additional sheets presented:

Debtor(s) (Last Name First) and Address(es) Reid, Hunter Anthony Home Rt 4, Box 234 A Centreville, MD 21617	Secured Party(ies) and Address(es) Wood-Mizer Products, Inc. 8180 W. 10th St. Indianapolis, IN 46214	For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

This Financing Statement covers the following types (or items) of property (include description of real estate when collateral is crops)	Name and Address of Assignee of Secured Party
--	---

a Wood-Mizer Sawmill, Model LT20G with gasoline Engine. Vehicle ID #456A22010NIBB8208 with trailer package & accessories

Mill located at 829 Pasadena Avenue, Severna Park, MD 21146



RECORD FEE 11.00
POSTAGE .50
#099210 0191 R03 T14:46

Products of Collateral are also covered. (See IC 26-1-9-315)

Debtor is a transmitting utility as defined in IC 26-1-9-105. *MARY M. ROSE*

Filed with: Secretary of State Recorder of **Anne Arundel** *AA County* **CIRCUIT COURT**

Hunter Anthony Reid
By: *Hunter Anthony Reid*
Signature of Debtor (or Secured Party in cases covered by IC 26-1-9-402(2))

Collateral was brought into this state subject to a security interest in another jurisdiction or the Debtor's location has been changed to this state.

Filed in accordance with a security agreement signed by the Debtor authorizing the Secured Party to file this statement.

FINANCING STATEMENT - State Form 36751(R)
Form UCC-1 Indiana Uniform Commercial Code
(1) Filing Officer Copy - Alphabetical

Approved by: *Joseph A. Hyatt* Secretary of State



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283811

RECORDED IN LIBER 568 FOLIO 524 ON 6/14/91 (DATE)

1. DEBTOR

Name TechMart Computer Products, Inc.

Address 1424 Odenton Road, P.O. Box 470, Odenton, MD 21113

2. SECURED PARTY

Name Elkridge National Bank

Address 7381 Baltimore-Annapolis Blvd.

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

POSTAGE .50

3. Maturity date of obligation (if any)

#099260 C191 R03 T14:40

03/26/92

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> <p>MARY M. ROSE AA CO. CIRCUIT COURT</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>Increase of \$100,000.</p>
<p>See Addendum to UCC-1 attached hereto and made a part hereof</p>	

TechMart Computer Products, Inc.

Eugene M. Cleary
Eugene M. Cleary, President

Dated March 17, 1992 *158*

Marc A. Resnick
(Signature of Secured Party)

Marc A. Resnick, Vice President

Type or Print Above Name on Above Line



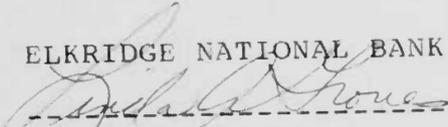
ADDENDUM TO UCC - 3 FINANCING STATEMENT

ALL PRESENT AND FUTURE ACCOUNTS, INSTRUMENTS, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS RECEIVABLE, TAX REFUNDS, NOTES RECEIVABLE, DRAFTS, ACCEPTANCES, DOCUMENTS, GENERAL INTANGIBLES, AND OTHER CHOSSES IN ACTION (NOT INCLUDING WAGES AND SALARY), AND SUCH AS REPRESENT PROCEEDS OF INVENTORY OR RETURNED GOODS, AND/OR ARISING FROM THE SALES OF GOODS AND SERVICES, AND ALL RIGHTS THERETO, NOW OR HEREAFTER OWNED OR HELD BY, OR PAYABLE TO THE DEBTOR, AND PROCEEDS OF ALL OF THE ABOVE, INCLUDING INSURANCE PROCEEDS AND PRODUCTS THEREOF.

ALL INVENTORY, WHEREVER LOCATED, NOW OWNED AND/OR HEREAFTER ACQUIRED, PROCESSED OR PRODUCED, INCLUDING, BUT NOT LIMITED TO, ALL RAW MATERIALS, PARTS, CONTAINERS, WORK IN PROCESS, FINISHED GOODS, WARES AND MERCHANDISE, GOODS RETURNED FOR CREDIT, REPOSSESSED, RECLAIMED OR OTHERWISE REACQUIRED, NOW OR HEREAFTER OWNED, AND ALL PRODUCTS AND PROCEEDS THEREOF, INCLUDING BUT NOT LIMITED TO SALES AND INSURANCE PROCEEDS OF ANY KIND; AND ALL RIGHTS THERETO NOW OR HEREAFTER OWNED OR HELD BY, OR DUE TO THE DEBTOR.

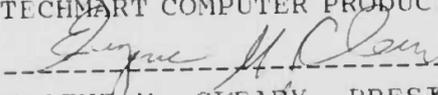
SIGNED - MARCH 17, 1992

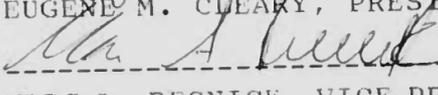
ELKRIDGE NATIONAL BANK



LINDA A. GROVES
ASST. VICE PRESIDENT

TECHMART COMPUTER PRODUCTS, INC.



EUGENE M. CLEARY, PRESIDENT


MARC A. RESNICK, VICE PRESIDENT



STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 285998

BOOK 578 PAGE 595

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 March 17, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SchoolMart, Inc.
Address 1424 Odenton Road P.O. Box 470, Odenton, Maryland 21113

2. SECURED PARTY

Name Elkridge National Bank
Address 7381 Baltimore-Annapolis Blvd.
Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Addendum to UCC-1 attached hereto and made a part hereof

RECORD FEE 11.00
POSTAGE .50

#099270 0191 R03 T14:45



03/26/92

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

MARY M. ROSE

AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SchoolMart, Inc.
Marc A. Resnick
(Signature of Debtor)

Marc A. Resnick, President

Type or Print Above Name on Above Line

Eugene M. Cleary
(Signature of Debtor)

Eugene M. Cleary, Vice President

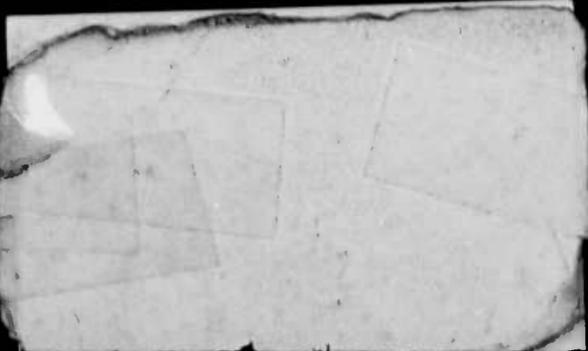
Type or Print Above Signature on Above Line

Linda A. Groves
(Signature of Secured Party)

Linda A. Groves

Type or Print Above Signature on Above Line

11
50

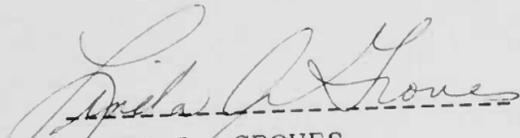


ADDENDUM TO UCC - 1 FINANCING STATEMENT

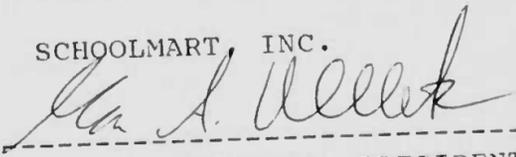
ALL PRESENT AND FUTURE ACCOUNTS, INSTRUMENTS, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS RECEIVABLE, TAX REFUNDS, NOTES RECEIVABLE, DRAFTS, ACCEPTANCES, DOCUMENTS, GENERAL INTANGIBLES, AND OTHER CHOSSES IN ACTION (NOT INCLUDING WAGES AND SALARY), AND SUCH AS REPRESENT PROCEEDS OF INVENTORY OR RETURNED GOODS, AND/OR ARISING FROM THE SALES OF GOODS AND SERVICES, AND ALL RIGHTS THERE TO, NOW OR HEREAFTER OWNED OR HELD BY, OR PAYABLE TO THE DEBTOR, AND PROCEEDS OF ALL OF THE ABOVE, INCLUDING INSURANCE PROCEEDS AND PRODUCTS THEREOF.

SIGNED MARCH 17, 1992

SCHOOLMART, INC.



LINDA A. GROVES
ELKRIDGE NATIONAL BANK



MARC A. RESNICK, PRESIDENT



EUGENE M. CLEARY, VICE PRESIDENT



PARTIES

Debtor name (last name first if individual) and mailing address:

PAUL E. WEAVER
70 S. PAULA ST.
LAUREL MD 20724 1

Debtor name (last name first if individual) and mailing address:

70 S. PAULA ST.
LAUREL MD 20724 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 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

285999

BOOK 578 PAGE 597

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:

1991 OCILLA TEMPO
24 X 44 SERIAL# 2642AB AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 111.11 OR
THE STATE LAW EQUIVALENT STATUTE. RECORD FEE 11.00
 (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 - MARY H. ROSE
- c. minerals or the like (including oil and gas) as extracted on - AA CO. CIRCUIT COURT
- 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):

PAUL E. WEAVER

1a *Paul Weaver*

1b

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



STATE OF MARYLAND

BOOK 578 PAGE 598

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283003

RECORDED IN LIBER 565 FOLIO 212 ON 2-20-91 (DATE)

1. DEBTOR

Name SPECTOR COMMUNICATIONS, INC

Address 1496 RIVER ROAD CROWNSVILLE, MD 21032

2. SECURED PARTY

Name J I CASE CREDIT CORP

Address P O BOX 292 RACINE, WI 53401

RECORD FEE 10.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

MARY M. ROSE
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.) TERMINATION</p>

BL
CLERK

Dated 3-20-92

Terry Thomas
(Signature of Secured Party)

J I CASE CREDIT CORP-TERRYTHOMAS-SEC
Type or Print Above Name on Above Line



FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$29,500.00

1. Name of Debtor(s): Highspire Yacht Services, Inc.
Address: 909 Bayridge Avenue
Annapolis, MD 21403

BOOK 578 PAGE 599

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

296000

3. This Financing Statement covers the following types (or items) of property:

- All inventory of Debtor, whether now owned or hereafter acquired;
- All equipment of Debtor, whether now owned or hereafter acquired;
- All accounts of Debtor, whether now existing or hereafter arising;
- All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- Other (which may include specific items of the types of collateral described above): All Furniture and Leasehold Improvements of Debtor, whether now owned or hereafter acquired.

(_____ if necessary to describe other collateral, Supplemental List of Collateral Number _____ is attached to, and made a part of, this Security Agreement);

- together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

Proceeds of the collateral are also covered.

Products of the collateral are also covered.



RECORD FEE 11.00
POSTAGE .50
#097460 0191 R03 F1529
03/26/92

Debtor(s): Highspire Yacht Services, Inc.

Secured Party:

BY: E. Michael Meyers
E. Michael Meyers, President

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein
David E. Klein, Vice President
(Type Name and Title)

MARY M. ROSE
AA CO. CIRCUIT COURT

(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)

1/50



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):
Capitol Title Insurance Agency, Inc.
220 Defense Highway, Suite #300
Crofton, Maryland, 21114

2. Secured Party(ies) Name(s) And Address(es):
Signet Bank N.A.
2nd floor
1130 Connecticut Ave. N.W.
Washington, D.C. 20036

For Filing Officer

3. (a) This statement refers to original Financing Statement bearing File No. #283497-567-196 1991.
(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

- 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.



MARY H. ROSE
DA CO. CLERK COURT

10. Signatures:

By Gregg Dougherty, WP
Signet Bank N.A.

By _____ Debtor(s) (necessary only if Item 7 is applicable)

FINANCING STATEMENT CHANGE

Secured Party(ies)
Standard Form Approved by
N. C. Sec. of State
and other States shown above.

UCC-3

(1) Filing Officer Copy - Numerical

10
3

**END
LIBER**