

Paperwork Reduction Act Statement: The information collected on this form is necessary to maintain aircraft registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. **Form Approved, OMB No. 2120-0729** "Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Avenue SW, Washington, DC 20591. ATTN: Information Collection Clearance Officer, AES-200."

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 600ZE		SERIAL NUMBER B-100	
MANUFACTURER GRUMMAN		MODEL G-21A	
DATE OF ISSUANCE 04/07/2016		DATE OF EXPIRATION 04/30/2022	TYPE OF REGISTRATION CORPORATION
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>MIKE RINKER AIRCRAFT LLC</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>313 E FLORIDA AVE</u> (Address) _____ City <u>UNION CITY</u> State <u>TN</u> Zip <u>38261-3957</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
<input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____		TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, COMPLETE, SIGN, DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.	
SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			11/9/2018
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201811090935063822NB)



HJ001381 Conveyance Recorded May/23/2016 02:23 PM FAA

I hereby certify that this is a true and correct copy of the original

Don Pruitt
AIC

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
FAA AIRCRAFT REGISTRY
P.O. Box 25504
Oklahoma City, Oklahoma 73125
AIRCRAFT SECURITY AGREEMENT

NAME & ADDRESS OF DEBTOR/BORROWER: MIKE RINKER AIRCRAFT LLC 313 E FLORIDA AVE UNION CITY, TN 38261-3957	ABOVE SPACE FOR FAA USE ONLY
NAME & ADDRESS OF SECURED PARTY/ASSIGNEE/LENDER: FIRST CITIZENS NATIONAL BANK UNION CITY OFFICE P.O. BOX 370 DYERSBURG, TN 38025-0370	
NAME OF SECURED PARTY'S ASSIGNOR/GRANTOR: MIKE RINKER AIRCRAFT LLC 313 E FLORIDA AVE UNION CITY, TN 38261-3957	

THIS AIRCRAFT SECURITY AGREEMENT dated April 4, 2016, is made and executed between MIKE RINKER AIRCRAFT LLC ("Grantor") and FIRST CITIZENS NATIONAL BANK ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a continuing security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL. The word "Collateral" means the following:

- (A) The Aircraft
- (B) The engines and all avionics, including without limitation the following specifically described engines or avionics or both:
- (C) All log books, manuals, flight records, maintenance records, inspection reports, airworthiness certificates, and other historical records or information relating to the Aircraft, including without limitation the following:
- (D) All attachments, accessions, parts, and additions to and all replacements of and substitutions for any property described above.
- (E) All rents, accounts, chattel paper, general intangibles, and monies, arising out of or related to use, rental, sale, lease, or other disposition of any of the property described in this Collateral section.
- (F) All proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in this Collateral section.

The word "Aircraft" means the following described aircraft:

GRUMMAN G-21A with an FAA Registration Number of N600ZE (Serial Number B-100)

The manufacturer's serial number for the Aircraft is B-100, and its FAA Registration Number is N600ZE. The word "Aircraft" also means and includes without limitation, (1) the Airframe, (2) the Engines, and (3) any propellers.

The word "Airframe" means the Aircraft's airframe, together with any and all parts, appliances, components, instruments, accessories, accessions, attachments, equipment, or avionics (including, without limitation, radio, radar, navigation systems, or other electronic equipment) installed in, appurtenant to, or delivered with or in respect of such airframe.

The word "Engines" means any engines described above together with any other aircraft engines which either now or in the future are installed on, appurtenant to, or delivered with or in respect of the Airframe, together with any and all parts, appliances, components, accessories, accessions, attachments or equipment installed on, appurtenant to, or delivered with or in respect of such engines. The word "Engines" shall also refer to any replacement aircraft engine which, under this Agreement, is required or permitted to be installed upon the Airframe.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor may open in the future. However, this does not include any IRA

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**AIRCRAFT SECURITY AGREEMENT
(Continued)**

or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DURATION. This Agreement shall remain in full force and effect until such time as the Indebtedness secured hereby, including principal, interest, costs, expenses, attorneys' fees and other fees and charges, shall have been paid in full, together with all additional sums that Lender may pay or advance on Grantor's behalf and interest thereon as provided in this Agreement.

REPRESENTATIONS AND WARRANTIES CONCERNING COLLATERAL. Grantor represents, warrants and covenants to Lender at all times while this Agreement is in effect as follows:

Title. Grantor warrants that Grantor is the lawful owner of the Collateral and holds good and marketable title to the Collateral, free and clear of all Encumbrances except the lien of this Agreement. Grantor is, or concurrent with the completion of the transactions contemplated by this Agreement will be, the registered owner of the Aircraft pursuant to a proper registration under the Federal Aviation Act of 1958, as amended, and Grantor qualifies in all respects as a citizen of the United States as defined in the Act. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons. The Collateral is not and will not be registered under the laws of any foreign country, and Grantor is and will remain a citizen of the United States as defined in the Federal Aviation Act of 1958, as amended.

Authority; Binding Effect. Grantor has the full right, power and authority to enter into this Agreement and to grant a security interest in the Collateral to Lender. This Agreement is binding upon Grantor as well as Grantor's successors and assigns, and is legally enforceable in accordance with its terms. The foregoing representations and warranties, and all other representations and warranties contained in this Agreement are and shall be continuing in nature and shall remain in full force and effect until such time as this Agreement is terminated or cancelled as provided herein.

Aircraft and Log Books. Grantor will keep accurate and complete logs, manuals, books, and records relating to the Collateral, and will provide Lender with copies of such reports and information relating to the Collateral as Lender may reasonably require from time to time.

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. In particular, Grantor will perform, or will cause to be performed, upon Lender's request, each and all of the following:

- (1) Record, register and file this Agreement, together with such notices, financing statements or other documents or instruments as Lender may request from time to time to carry out fully the intent of this Agreement, with the FAA in Oklahoma City, Oklahoma, United States of America and other governmental agencies, either concurrent with the delivery and acceptance of the Collateral or promptly after the execution and delivery of this Agreement.
- (2) Furnish to Lender evidence of every such recording, registering, and filing.
- (3) Execute and deliver or perform any and all acts and things which may be reasonably requested by Lender with respect to complying with or remaining subject to the Applicable Laws.

Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interests granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

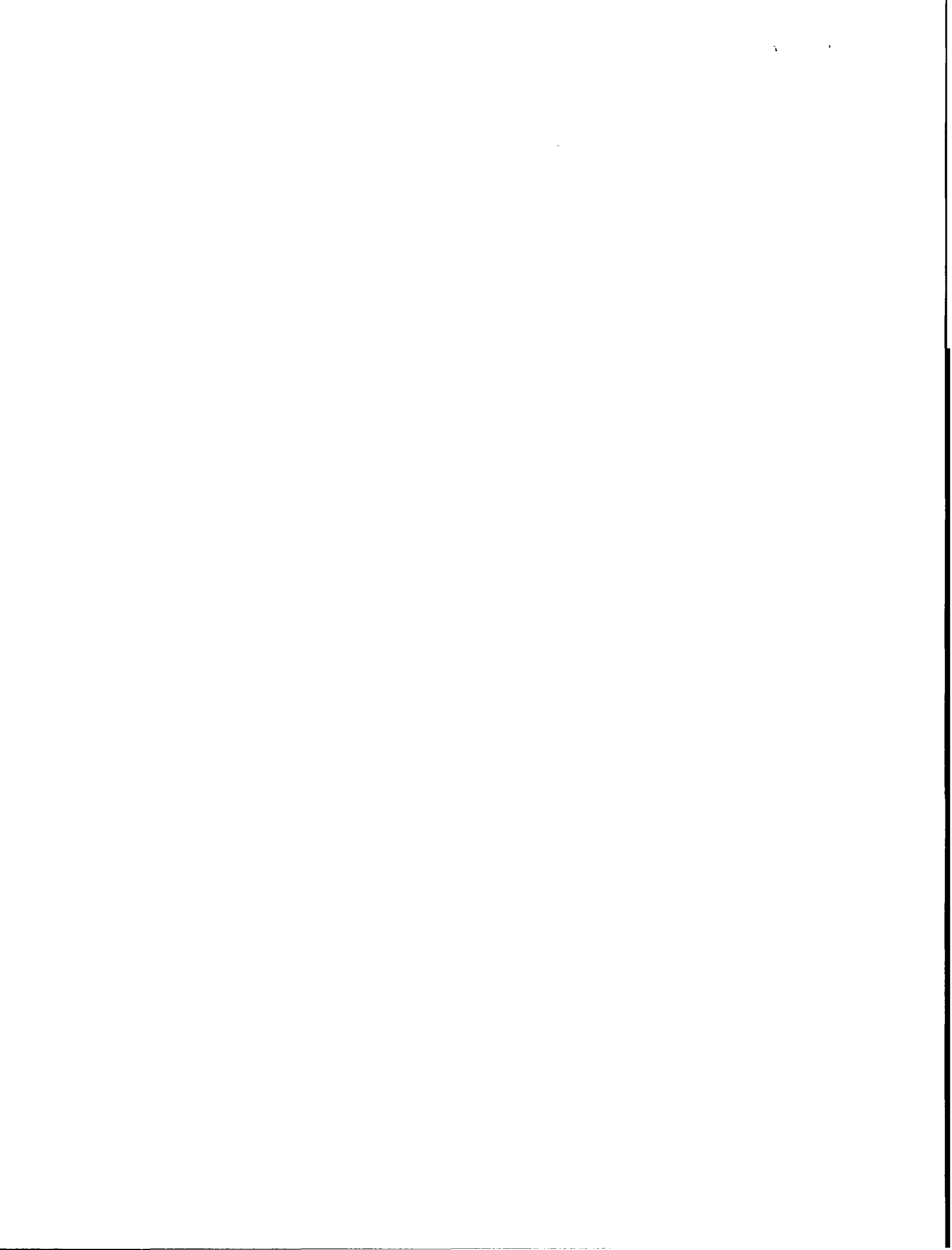
Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

Removal of the Collateral. Except for routine use, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Inspection of Collateral. At any reasonable time, on demand by Lender, Grantor shall cause the Collateral (including the logs, books, manuals, and records comprising the Collateral) to be exhibited to Lender (or persons designated by Lender) for purposes of inspection and copying.

Maintenance, Repairs, Inspections, and Licenses. Grantor, at its expense, shall do, or cause to be done, in a timely manner with respect to the Collateral each and all of the following:

- (1) Grantor shall maintain and keep the Collateral in as good condition and repair as it is on the date of this Agreement, ordinary wear and tear excepted.
- (2) Grantor shall maintain and keep the Aircraft in good order and repair and in airworthy condition in accordance with the requirements of each of the manufacturers' manuals and mandatory service bulletins and each of the manufacturers' non-mandatory service bulletins which relate to airworthiness.
- (3) Grantor shall replace in or on the Airframe, any and all Engines, parts, appliances, instruments or accessories which may be worn out, lost, destroyed or otherwise rendered unfit for use.
- (4) Grantor shall cause to be performed, on all parts of the Aircraft, all applicable mandatory Airworthiness Directives, Federal Aviation Regulations, Special Federal Aviation Regulations, and manufacturers' service bulletins relating to airworthiness, the compliance date of which shall occur while this Agreement is in effect.
- (5) Grantor shall be responsible for all required inspections of the Aircraft and licensing or re-licensing of the Aircraft in accordance with all applicable FAA and other governmental requirements. Grantor shall at all times cause the Aircraft to have on board and in a conspicuous location a current Certificate of Airworthiness issued by the FAA.
- (6) All inspections, maintenance, modifications, repairs, and overhauls of the Aircraft (including those performed on the Airframe, the Engines or any components, appliances, accessories, instruments, or equipment) shall be performed by personnel authorized by the FAA to perform such services.



**AIRCRAFT SECURITY AGREEMENT
(Continued)**

(7) If any Engine, component, appliance, accessory, instrument, equipment or part of the Aircraft shall reach such a condition as to require overhaul, repair or replacement, for any cause whatever, in order to comply with the standards for maintenance and other provisions set forth in this Agreement, Grantor may:

(a) Install on or in the Aircraft such items of substantially the same type in temporary replacement of those then installed on the Aircraft, pending overhaul or repair of the unsatisfactory item; provided, however, that such replacement items must be in such a condition as to be permissible for use upon the Aircraft in accordance with the standards for maintenance and other provisions set forth in this Agreement; provided further, however, that Grantor at all times must retain unencumbered title to any and all items temporarily removed; or

(b) Install on or in the Aircraft such items of substantially the same type and value in permanent replacement of those then installed on the Aircraft; provided, however, that such replacement items must be in such condition as to be permissible for use upon the Aircraft in accordance with the standards for maintenance and other provisions set forth in this Agreement; provided further, however, that Grantor must first comply with each of the requirements below.

(8) In the event Grantor shall be required or permitted to install upon the Airframe or any Engine, components, appliances, accessories, instruments, engines, equipment or parts in permanent replacement of those then installed on the Airframe or such Engine, Grantor may do so provided that, in addition to any other requirements of this Agreement:

(a) Lender is not divested of its security interest in and lien upon any item removed from the Aircraft and that no such removed item shall be or become subject to the lien or claim of any person, unless and until such item is replaced by an item of the type and condition required by this Agreement, title to which, upon its being installed or attached to the Airframe, is validly vested in Grantor, free and clear of all liens and claims, of every kind or nature, of all persons other than Lender;

(b) Grantor's title to every substituted item shall immediately be and become subject to the security interests and liens of Lender and each of the provisions of this Agreement, and each such item shall remain so encumbered and so subject unless it is, in turn, replaced by a substitute item in the manner permitted in this Agreement; and

(c) If an item is removed from the Aircraft and replaced in accordance with the requirements of this Agreement, and if the substituted item satisfies the requirements of this Agreement, including the terms and conditions above, then the item which is removed shall thereupon be free and clear of the security interests and liens of Lender.

(9) In the event that any Engine, component, appliance, accessory, instrument, equipment or part is installed upon the Airframe, and is not in substitution for or in replacement of an existing item, such additional item shall be considered as an accession to the Airframe.

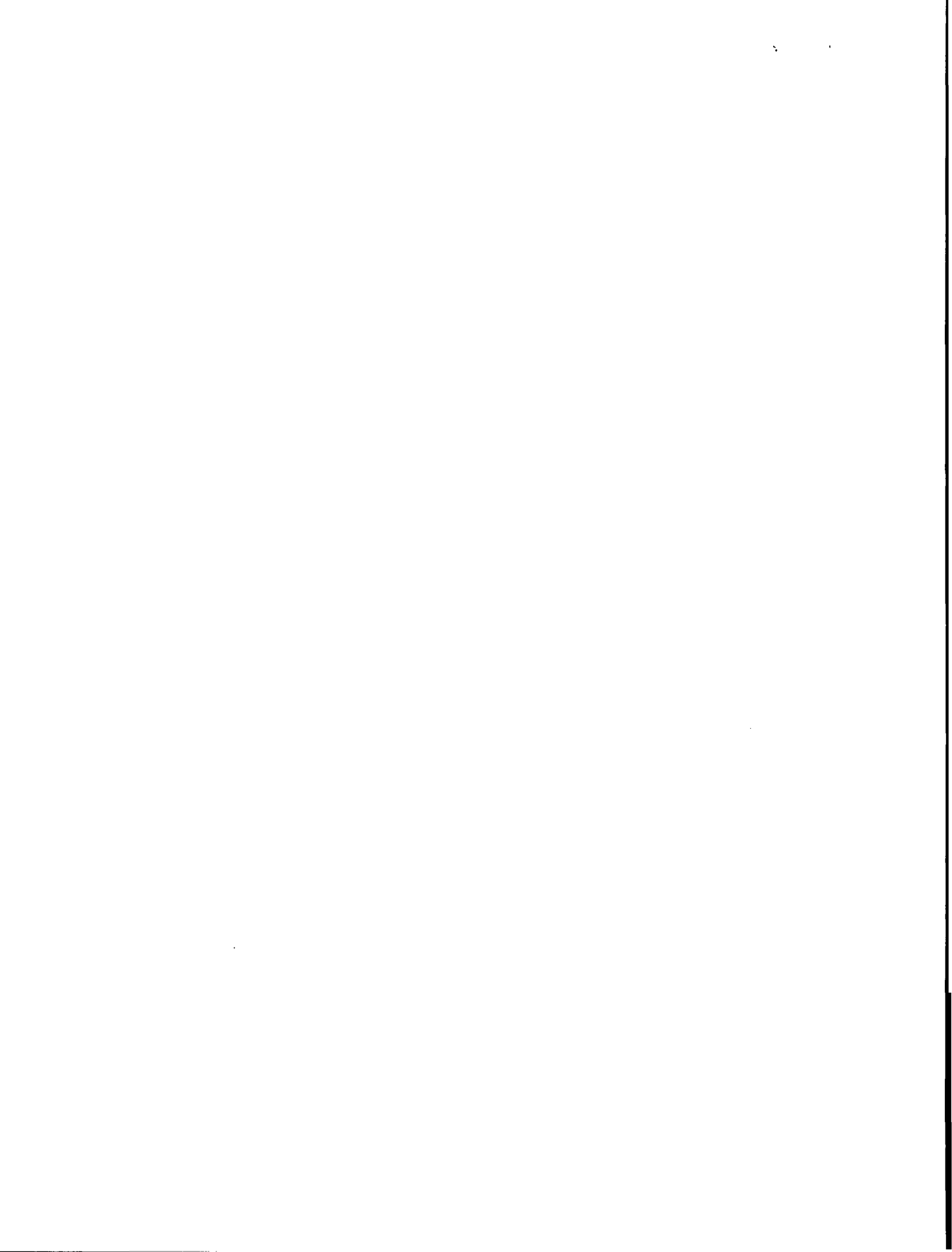
Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon the Note, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances and regulations of the FAA and all other governmental authorities applicable to the use, operation, maintenance, overhauling or condition of the Collateral. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized. Without limiting the foregoing, Grantor agrees that at no time during the effectiveness of this Agreement shall the Collateral be operated in, located in, or relocated to, any jurisdiction, unless the Geneva Convention (together with necessary enacting rules and regulations) or some comparable treaty, rules and regulations satisfactory to Lender shall be in effect in such jurisdiction and any notices, financing statements, documents, or instruments necessary or required, in the opinion of Lender, to be filed in such jurisdiction shall have been filed and file stamped copies thereof shall have been furnished to Lender. Notwithstanding the foregoing, at no time shall the Collateral be operated in or over any area which may expose Lender to any penalty, fine, sanction or other liability, whether civil or criminal, under any applicable law, rule, treaty or convention; nor may the Collateral be used in any manner which is or may be declared to be illegal and which may thereby render the Collateral liable to confiscation, seizure, detention or destruction.

Records Maintenance. Grantor shall maintain records relating to the Aircraft in accordance with FAA rules and regulations and from time to time make such records available for inspection by Lender and its duly authorized agents.

Maintenance of Casualty Insurance. Grantor shall procure and maintain at all times all risks insurance on the Collateral, including without limitation fire, theft, liability and hull insurance, and such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Grantor and Lender as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation and condition of the Aircraft, and further containing a broad form contractual liability endorsement covering Grantor's obligations to indemnify Lender as provided under this Agreement. Such policies of insurance must also contain a provision, in form and substance acceptable to Lender, prohibiting cancellation or the alteration of such insurance without at least fifteen (15) days prior written notice to Lender of such intended cancellation or alteration. Such insurance policies also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Grantor agrees to provide Lender with originals or certified copies of such policies of insurance. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Indebtedness, Grantor will provide Lender with such lender's loss payable or other endorsements as Lender may require. Grantor shall not use or permit the Collateral to be used in any manner or for any purpose excepted from or contrary to the requirements of any insurance policy or policies required to be carried and maintained under this Agreement or for any purpose excepted or exempted from or contrary to the insurance policies, nor shall Grantor do any other act or permit anything to be done which could reasonably be expected to invalidate or limit any such insurance policy or policies.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay



AIRCRAFT SECURITY AGREEMENT (Continued)

or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Prior Encumbrances. To the extent applicable, Grantor shall fully and timely perform any and all of Grantor's obligations under any prior Encumbrances affecting the Collateral. Without limiting the foregoing, Grantor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Grantor shall further promptly notify Lender in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance. Grantor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans or other extensions of credit from any third party creditor or creditors whenever such additional loan advances or other extensions of credit may be directly or indirectly secured, whether by cross-collateralization or otherwise, by the Collateral, or any part or parts thereof, with possible preference and priority over the lien of this Agreement.

Notice of Encumbrances and Events of Default. Grantor shall immediately notify Lender in writing upon the filing of any attachment, lien, judicial process, or claim relating to the Collateral. Grantor additionally agrees to immediately notify Lender in writing upon the occurrence of any Event of Default, or event that with the passage of time, failure to cure, or giving of notice, may result in an Event of Default under any of Grantor's obligations that may be secured by any presently existing or future Encumbrance, or that may result in an Encumbrance affecting the Collateral, or should the Collateral be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Lender.

PROHIBITIONS REGARDING COLLATERAL. Grantor represents, warrants and covenants to Lender while this Agreement remains in effect as follows:

Transactions Involving Collateral. Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender, and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

No Commercial Use. Grantor shall not, without the prior written consent of Lender, use the Collateral, or permit the Collateral to be used, in Commercial Operations.

No Removal of Parts. Except as permitted or required in the section of this Agreement titled "Maintenance, Repairs, Inspections, and Licenses," Grantor shall not remove or permit the removal of any parts, engines, accessories, avionics or equipment from the Aircraft without replacing the same with comparable parts, engines, accessories, avionics and equipment acceptable to Lender and the Aircraft's manufacturer and insurer.

Future Encumbrances. Grantor shall not, without the prior written consent of Lender, grant any Encumbrance that may affect the Collateral, or any part or parts thereof, nor shall Grantor permit or consent to any Encumbrance attaching to or being filed against the Collateral, or any part or parts thereof, in favor of anyone other than Lender. Grantor shall further promptly pay when due all statements and charges of airport authorities, mechanics, laborers, materialmen, suppliers and others incurred in connection with the use, operation, storage, maintenance and repair of the Aircraft so that no Encumbrance may attach to or be filed against the Aircraft or other Collateral. Grantor additionally agrees to obtain, upon request by Lender, and in form and substance as may then be satisfactory to Lender, appropriate waivers and/or subordinations of any Encumbrances that may affect the Collateral at any time.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor shall have the possession and beneficial use of the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

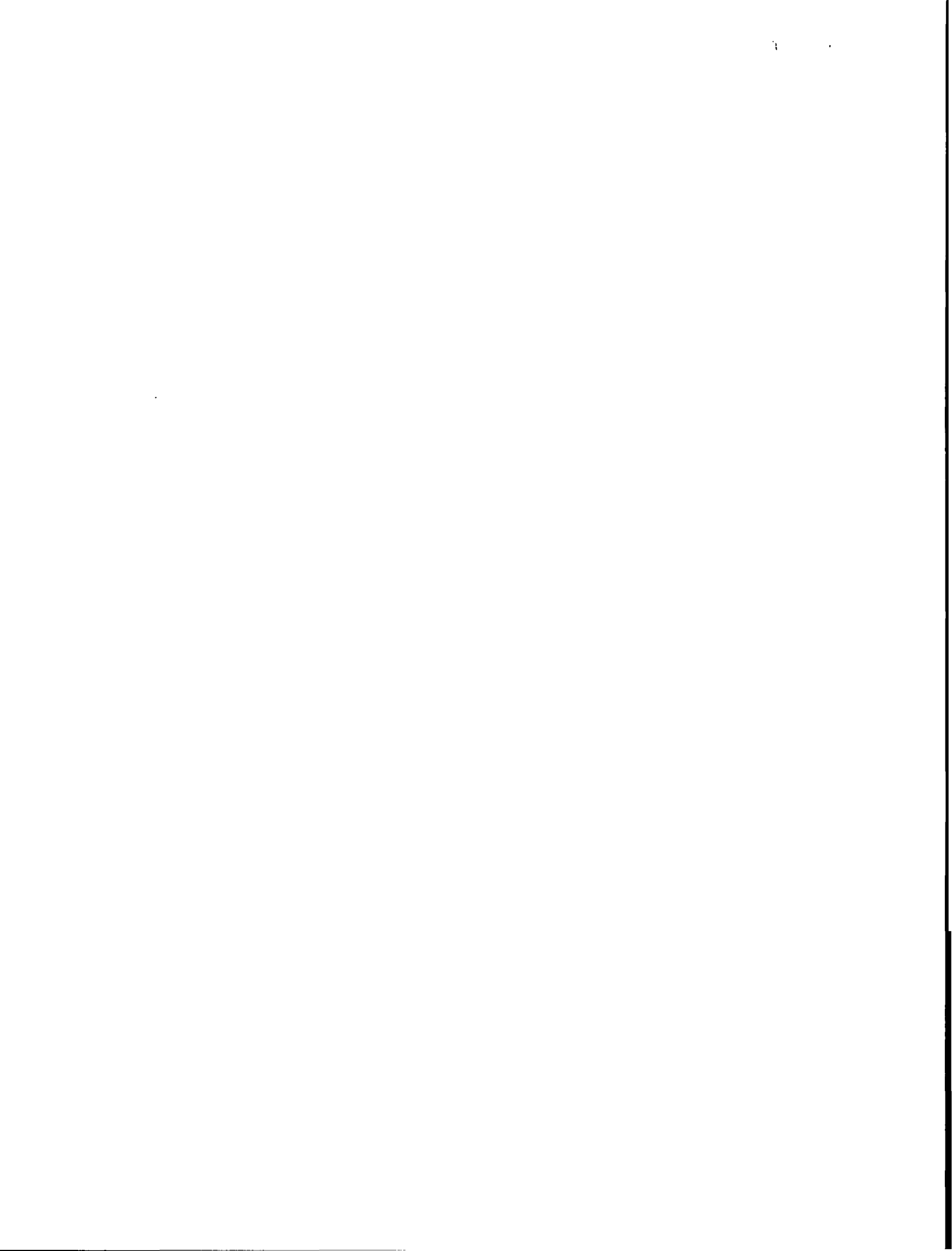
DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.



**AIRCRAFT SECURITY AGREEMENT
(Continued)**

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Tennessee Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to make application to a court of competent jurisdiction to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property prior to foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement.

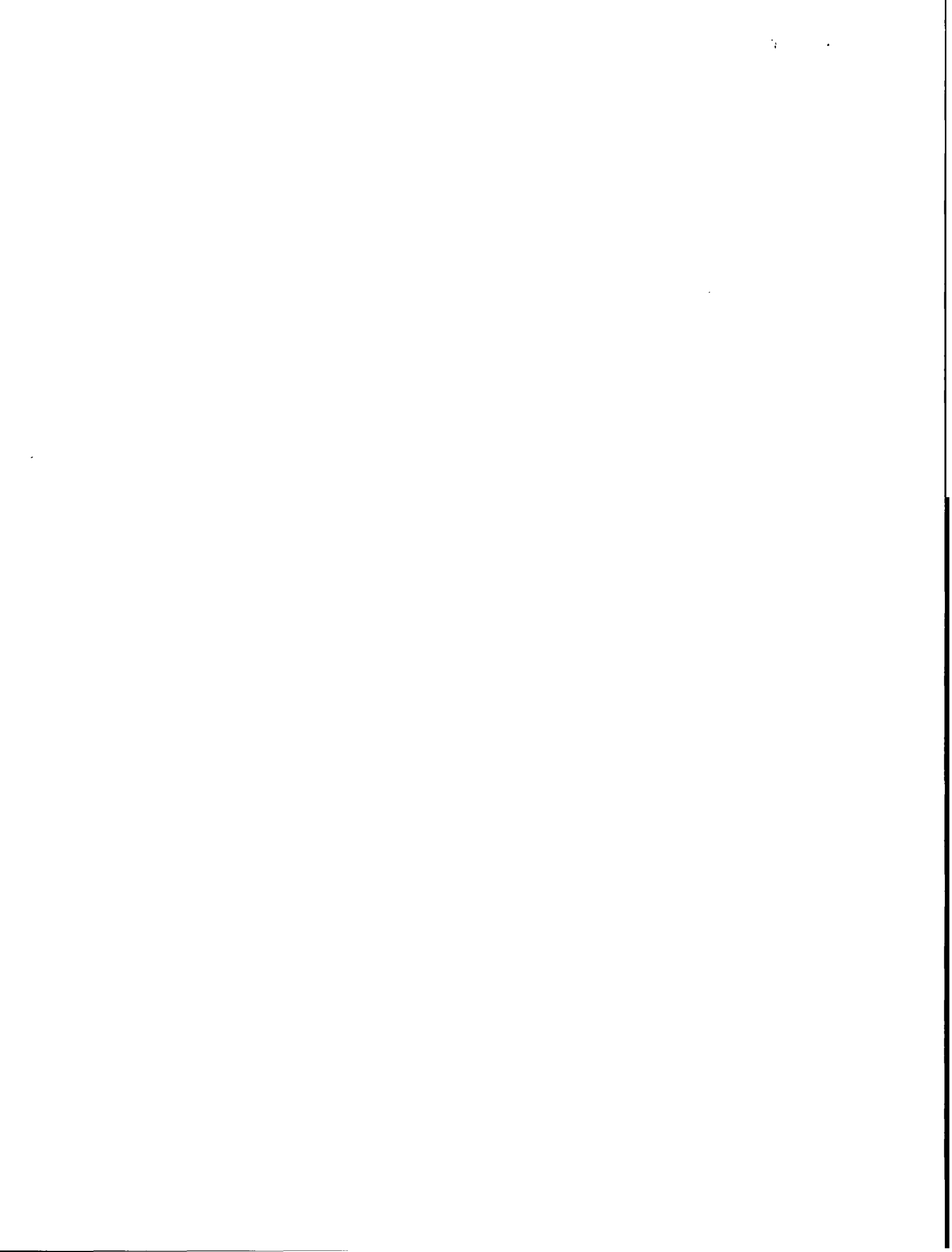
Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

INDEMNIFICATION OF LENDER. Grantor agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing



and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Tennessee.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of DYER County, State of Tennessee.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the United States Code and Regulations thereunder dealing with or involving Aircraft, commercial instruments relating to such Aircraft, and in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Aircraft Security Agreement, as this Aircraft Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Aircraft Security Agreement from time to time.

Applicable Laws. The words "Applicable Laws" mean all applicable laws, rules and regulations of the United States, including without limitation the Geneva Convention, and states, territories and political subdivisions thereof, of any foreign government or agency thereof, and of any other governmental body.

Borrower. The word "Borrower" means MIKE RINKER AIRCRAFT LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**AIRCRAFT SECURITY AGREEMENT
(Continued)**

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Commercial Operations. The words "Commercial Operations" mean the carriage by aircraft in air commerce of persons or property for compensation or hire. Commercial Operations do not include carriage by aircraft in air commerce of Grantor's employees or invitees or Grantor's own property.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Encumbrance. The word "Encumbrance" means any and all presently existing or future mortgages, liens, privileges and other contractual and statutory security interests and rights, of every nature and kind, whether in admiralty, at law, or in equity, that now and/or in the future may affect the Collateral or any part or parts thereof.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

FAA. The word "FAA" means the United States Federal Aviation Administration, or any successor or replacement administration or governmental agency having the same or similar authority and responsibilities.

Geneva Convention. The words "Geneva Convention" mean the Convention on the International Recognition of Rights in Aircraft made at Geneva, Switzerland on June 19, 1948, (effective September 17, 1953), together with the necessary enacting rules and regulations promulgated by any particular signatory country.

Grantor. The word "Grantor" means MIKE RINKER AIRCRAFT LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means FIRST CITIZENS NATIONAL BANK, its successors and assigns.

Note. The word "Note" means the Note dated April 4, 2016 and executed by MIKE RINKER AIRCRAFT LLC in the principal amount of \$534,362.81, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AIRCRAFT SECURITY AGREEMENT AND GRANTOR AGREES TO ITS TERMS. THIS AIRCRAFT SECURITY AGREEMENT IS DATED APRIL 4, 2016.

GRANTOR:

MIKE RINKER AIRCRAFT LLC

By: 
MICHAEL RINKER, Business Manager of MIKE RINKER AIRCRAFT LLC *Member*

LENDER:

FIRST CITIZENS NATIONAL BANK

By: 
SHERRY BROWN, Vice President

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2016 APR 6 PM 1 34
OKLAHOMA CITY
OKLAHOMA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2016 APR 7 PM 3 19
OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

Orig# 2463 ret'd to AIC

DECLARATION OF INTERNATIONAL OPERATIONS

The undersigned owner of aircraft N 600ZE, Manufacturer Cessna,
 Model G21A, Serial Number B100, declares that
 this aircraft is scheduled to make an international flight on 4-7-16,
 departing KUCY, UNION CITY, TN (City & State), with a destination
 of EDMONTON CANADA (City & Country). CYES
 Expedited registration in support of this international flight is requested this
6th day of April, 2016 with knowledge that:

Whoever, in any matter within the jurisdiction of the executive branch of the
 Government of the United States, knowingly and willfully makes or uses any false
 writing or document knowing the same to contain any materially false, fictitious or
 fraudulent statement of representation shall be fined under Title 18 United State
 Code or imprisoned not more than 5 years, or both. 18USC Section 1001(a).

Name of owner: Mike Rinker Aircraft, LLC
 By: Michael Rinker
 Signature: [Handwritten Signature]
 Typed name and title of Signer: Michael Rinker, Member

Filed by: AIC Title Service
6350 W. Reno Ave.
Okla. City, Ok 73127
405-948-1811
fax 405-948-1869



FILED WITH FAA
AIRCRAFT REGISTRATION BR
2016 APR 6 PM 1 34
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION	
UNITED STATES REGISTRATION NUMBER	N 600ZE
AIRCRAFT MANUFACTURER & MODEL	GRUMMAN G-21A
AIRCRAFT SERIAL No.	B-100

CERT: ISSUE DATE

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

1. Individual
 2. Partnership
 3. Corporation
 4. Co-Owner
 5. Government
 6. Non-Citizen Corporation
 7. Non-Citizen Corporation Co-Owner

NAME OR APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

Mike Rinker Aircraft LLC

TELEPHONE NUMBER: (731 536 4893

ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.)

Number and street: 313 E. FLORIDA AVE.

Rural Route:

P.O. Box:

CITY	STATE	ZIP CODE
UNION CITY	TN	38261

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. This portion MUST be completed.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.

(For voting trust, give name of trustee: _____), or:

CHECK ONE AS APPROPRIATE:

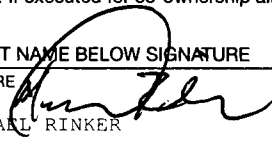
- a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____
- b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____

(2) That the aircraft is not registered under the laws of any foreign country; and

(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE  MICHAEL RINKER	TITLE Member	DATE 4-6-2016
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2016 APR 6 PM 1 34
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA
 U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 1.00 + OVC THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT
 DESCRIBED AS FOLLOWS:

UNITED STATES **N600ZE**
 REGISTRATION NUMBER

AIRCRAFT MANUFACTURER & MODEL
 GRUMMAN G-21A

AIRCRAFT SERIAL No.
 B-100

DOES THIS 6 DAY OF April 2016
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

OMB Control No. 2120-0042
 Exp. 11/30/2014

Do Not Write In This Block
 FOR FAA USE ONLY

PURCHASER


NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

MIKE RINKER AIRCRAFT LLC
 313 E. FLORIDA AVE.
 UNION CITY, TN 38261 US

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF:

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS 6 DAY OF April 2016

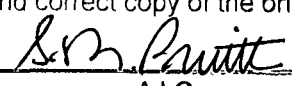
SELLER	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Forest Hill Management LLC	

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR
 VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA:
 AC Form 8050-2 (01/12) (NSN 0052-00-629-0003)

160971410397

I hereby certify that this is a true \$5.00 04/06/2016
 and correct copy of the original


 AIC



FILED WITH FAA
AIRCRAFT REGISTRATION BR
2016 APR 6 PM 1 34
OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

ORIG #8211 RETD TO AIC

Paperwork Reduction Act Statement: The information collected on this form is necessary to maintain aircraft registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. **Form Approved, OMB No. 2120-0729** "Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Avenue SW, Washington, DC 20591. ATTN: Information Collection Clearance Officer, AES-200."

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 600ZE		SERIAL NUMBER B-100	
MANUFACTURER GRUMMAN		MODEL G-21A	
DATE OF ISSUANCE 06/16/2010	DATE OF EXPIRATION 08/31/2017	TYPE OF REGISTRATION CORPORATION	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>FOREST HILL MANAGEMENT LLC</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>109 E JARRETTVILLE RD</u> (Address) _____ City <u>FOREST HILL</u> State <u>MD</u> Zip <u>21050-1743</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____ TO RENEW REGISTRATION: <u>REVIEW</u> aircraft registration information, <u>SELECT</u> the appropriate statement, <u>ENTER</u> any change in address in the spaces below, <u>SIGN</u> , <u>DATE</u> , & <u>SEND</u> form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937 <input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
		TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: <u>CHECK</u> All applicable block(s) below, <u>COMPLETE</u> , <u>SIGN</u> , <u>DATE</u> & <u>MAIL</u> this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.	
SIGNATURE OF OWNER 1 (required field) Electronically Certified by Registered Owners	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE 3/13/2014
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201403131228430772NB)

Note: Twelve (12) owner names may be entered on this page. If you require more, enter the first 12 names and then print this page by pressing the 'Print Page 2' button below. Next click the 'Reset' button to clear the data fields (from page 2 only) to add more names. Repeat action as needed.

NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
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SIGNATURE	PRINTED NAME OF SIGNER	TITLE
NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain aircraft re-registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that any agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. **Form Approved, OMB No. 2120-0729**
 Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Avenue SW, Washington, DC 20591. ATTN: Information Collection Clearance Officer, AES-200

**DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION
AIRCRAFT RE-REGISTRATION APPLICATION**

*FAILURE TO RE-REGISTER WILL RESULT
IN CANCELLATION OF REGISTRATION
AND REGISTRATION NUMBER ASSIGNMENT
(See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)*

AIRCRAFT REGISTRATION NUMBER N 600 ZE		SERIAL NUMBER B-100	
MANUFACTURER Grumman		MODEL G21-A	
DATE OF ISSUANCE 6/16/10	DATE OF EXPIRATION 6/30/11	TYPE OF REGISTRATION Triannual	

NAME AND MAILING ADDRESS OF REGISTERED OWNER (If individual, give last name, first name and middle initial) (Owner 1) <u>Forest Hill Management LLC</u> (Owner 2) _____ Note: Enter any additional owner names on page two of this document. (Address) <u>109 E. Jarrettsville Rd</u> (Address) _____ City <u>Forest Hill</u> State <u>MD</u> Zip <u>21050</u> Country <u>USA</u> PHYSICAL ADDRESS (REQUIRED WHEN MAILING ADDRESS IS A P.O. BOX OR MAIL DROP) (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____	INFORMATION FOR COMPLETION Additional information may be obtained at our web page http://registry.faa.gov/renewregistration or by phone at 866-762-9434. Aircraft Registration Information may be reviewed at : http://registry.faa.gov/aircraftinquiry Please pay fees with a check or money order payable to the Federal Aviation Administration. Signature Requirements for Listed Registration Types: - Individual owner must sign. - Partnership a general partner must sign. - Corporation a corporate officer or managing official must sign. - Limited Liability Co. a member, manager, or officer who is authorized to manage the LLC must sign. - Co-owner each co-owner must sign, continuing as necessary, on page number two. - Government any authorized person may sign. Note: All signatures must be in ink.
--	--

<p>TO RE-REGISTER AIRCRAFT: REVIEW REGISTRATION INFORMATION, ENTER CORRECTIONS IN BLANKS PROVIDED, CHECK APPLICABLE BLOCK BELOW, SIGN, DATE, & MAIL WITH THE \$5 FEE, To: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504.</p> <p><input checked="" type="radio"/> I (WE) CERTIFY THE: NAME(S) AND MAILING ADDRESS SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT. OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.</p> <p><input type="radio"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.</p> <p>MAILING ADDRESS _____</p> <p>_____</p> <p>_____</p> <p>PHYSICAL ADDRESS: COMPLETE IF PHYSICAL ADDRESS HAS CHANGED, OR NEW MAILING ADDRESS IS A PO BOX OR MAIL DROP.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: THE LAST REGISTERED OWNER MUST: MARK THE APPLICABLE BLOCK(S), COMPLETE, SIGN, DATE & Mail with any fees to: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504.</p> <p>CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW,</p> <p><input type="checkbox"/> 1. THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> 2. THE AIRCRAFT IS DESTROYED OR SCRAPPED.</p> <p><input type="checkbox"/> 3. THE AIRCRAFT WAS EXPORTED TO:</p> <p>_____</p> <p><input type="checkbox"/> 4. OTHER, Specify _____</p> <p><input type="checkbox"/> UPON CANCELLATION, PLEASE RESERVE THE N-NUMBER IN OWNERS' NAME. The \$10 check or money order for the N-number reservation fee is enclosed.</p>
---	---

SIGNATURE OF OWNER 1 	PRINTED NAME OF SIGNER John R Martin Jr	TITLE Manager	DATE 6/1/2011
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

111931018309
\$5.00 07/12/2011

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 JUL 12 PM 10 28
OKLAHOMA CITY
OKLAHOMA

Accepted RW Jun/16/2010

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION
UNITED STATES REGISTRATION NUMBER N 600ZE
AIRCRAFT MANUFACTURER & MODEL GLUMMAN G-21A
AIRCRAFT SERIAL No. B-100

CERT. ISSUE DATE

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

1. Individual
 2. Partnership
 3. Corporation
 4. Co-owner
 5. Gov't.
 8. Non-Citizen Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

Forest Hill Management LLC

TELEPHONE NUMBER: *(410) 879-1981*

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: *109 E. Jarrettsville Rd*

Rural Route:	P.O. Box:
CITY	STATE
<i>Forest Hill</i>	<i>Maryland</i>
ZIP CODE	
	<i>21058</i>

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. This portion MUST be completed.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.

(For voting trust, give name of trustee: _____), or:

CHECK ONE AS APPROPRIATE:

a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____

b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____

(2) That the aircraft is not registered under the laws of any foreign country; and

(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	<i>Manager</i>	<i>4/16/10</i>
	<i>John Robert Martin</i>		
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

212-11
R-100
R-100

3rd Floor

1000 1000

1000 1000

1000

1000

1000

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 APR 26 AM 10 03
OKLAHOMA CITY
OKLAHOMA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 MAY 27 AM 7 42
OKLAHOMA CITY
OKLAHOMA

LETTER OF EXTENSION
(For Authority to Operate an Aircraft Pending Registration)

The authority to operate Aircraft N600ZE, GRUMMAN G-21A, S/N B-100 is extended for 120 days from the date stamped below, or until the Certificate of Aircraft Registration (AC Form 8050-3) is issued, whichever date occurs first.

JP	DATE May 12, 2010
----	----------------------

This Letter of Extension must be carried in the aircraft with the pink copy of the aircraft registration application as temporary authority to continue to operate the aircraft without registration within the United States. This is not an authorization to operate the aircraft without an appropriate Airworthiness Certificate (FAA Form 8100-2 or 8130-7), or its equivalent.



U.S. Department
of Transportation
**Federal Aviation
Administration**

A handwritten signature in black ink that reads "Jamie Powers".

JAMIE POWERS
Civil Aviation Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

RW005366 Conveyance Recorded Jun/16/2010 12:41 PM FAA

UNITED STATES OF AMERICA

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ *1000* THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 600ZE**

AIRCRAFT MANUFACTURER & MODEL
1944 Grumman G-21A

AIRCRAFT SERIAL No.
B-100

DOES THIS **16th** DAY OF **April** ~~xx~~ **2010**
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

Forest Hill Management, LLC
109 E. Jarrettsville Road
Forest Hill, MD 21050

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS **16th** DAY OF **April** **192010**

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
WILLIAM R ROSE	<i>William R. Rose</i>	
	101-160833345	
	\$5.00 04/26/2010	

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

OKLAHOMA CITY
OKLAHOMA

2010 APR 26 PM 10 33

FILED WITH FAA
AIRCRAFT REGISTRATION BR

FORM APPROVED
OMB No. 2120-0042

59-1
01970

CERT. ISSUE DATE

SEP 18 '87

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION-MIKE MONROEY AERONAUTICAL CENTER
AIRCRAFT REGISTRATION APPLICATION

UNITED STATES
REGISTRATION NUMBER **N 600ZE**

AIRCRAFT MANUFACTURER & MODEL
GRUMMAN G21A

AIRCRAFT SERIAL No.
B100

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

1. Individual 2. Partnership 3. Corporation 4. Co-owner 5. Gov't 6. Non-citizen Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

WILLIAM R. ROSE
15 W. MUNDHANK ROAD
S. BARRINGTON, IL 60010

TELEPHONE NUMBER: () -

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 15 S. Mundhank Road

Rural Route:

P.O. Box:

CITY

STATE

ZIP CODE

So. Barrington

IL

60010

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
ATTENTION! Read the following statement before signing this application. This portion MUST be completed.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and / or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.

(For voting trust, give name of trustee: _____), or:

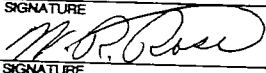
CHECK ONE AS APPROPRIATE:

- a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____
- b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____

- (2) That the aircraft is not registered under the laws of any foreign country; and
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE 	TITLE Owner	DATE 8/28/87
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

59

REGISTRATION NUMBER	00000
CLASSIFICATION	00000
GROUP	00000
CLASS	00000

WILLIAM R. ROBE
 15 W. MURKIN RD
 BARRINGTON, IL 60010

15 W. MURKIN RD

OKLAHOMA CITY

SEP 1 2 37 PM '87

BONAVILLE

FORM APPROVED
 OMB No 2120-0029
 EXP. DATE 10/31/84

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$10,000.00 THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 600ZE**
 AIRCRAFT MANUFACTURER & MODEL
Grumman G21A
 AIRCRAFT SERIAL No.

DOES THIS 22nd DAY OF Aug. 19 87
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

001969
 58-1
 U19988
 CONVEYANCE
 RECORDED
 SEP 18 8 50 AM '87
 Do Not Write In This Block
 OF THIS FORM ONLY

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)

PURCHASER

William R. Rose
 15 W. Mundhank Road
 S. Barrington, IL 60010

FEDERAL
 AVIATION
 ADMINISTRATION

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Richmor Aviation Inc.	<i>Melvin K. Richard</i>

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA 2:01 PM 0360 5.00 REG 0 255 A 09/01/87

58

U 19888

SALE

SEP 18 8 20 AM '87

GENERAL
MILWAUKEE, WIS.
15 W. WISCONSIN ROAD
2. BARRINGTON, ILL. 60010

OKLAHOMA CITY
OKLAHOMA
SEP 1 2 33 PM '87
FILED WITH FAA
CONVEYANCE

0 0 0 0 0 0 0 0 0 7 4 4

FORM APPROVED
OMB NO. 2120-0029
EXPIRES 10/31/86

57-1

CERT. ISSUE DATE
5 0 2 2 6 8 6

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION	
UNITED STATES REGISTRATION NUMBER	N 600ZE
AIRCRAFT MANUFACTURER & MODEL Grumman G-21A	
AIRCRAFT SERIAL No.	B-100

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

1. Individual 2. Partnership 3. Corporation 4. Co-owner 5. Gov't 8. Foreign-owned Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

Richmor Aviation, Inc.

TELEPHONE NUMBER: (518 828-9461 -

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street:

Rural Route:	P.O. Box: 423
CITY	STATE
Hudson	NY
	ZIP CODE
	12534

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
ATTENTION! Read the following statement before signing this application.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.

(For voting trust, give name of trustee: _____), or

CHECK ONE AS APPROPRIATE:

- a. A foreign-owned corporation organized and doing business under the laws of (state or possession) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____
- b. A foreign-owned corporation organized and doing business under the laws of (state or possession) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____

(2) That the aircraft is not registered under the laws of any foreign country; and
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	<i>[Title]</i>	1/31/86
	SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE	

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

FORM APPROVED
 OMB No 2120-0029
 EXP. DATE 10/31/84

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 AIRCRAFT BILL OF SALE

0000000000
 000745
 S63485
 56-1

FOR AND IN CONSIDERATION OF \$ 1/0VC THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 600ZE**
 AIRCRAFT MANUFACTURER & MODEL
 Grumman G-21A
 AIRCRAFT SERIAL No.
 B-100

CONVEYANCE
 RECEIVED

FEB 26 11 34 AM '86

FEDERAL AVIATION
 ADMINISTRATION
 Do Not Write In This Block
 FOR FAA USE ONLY

DOES THIS 31st DAY OF January 1986
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER
 NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
 Richmor Aviation, Inc.
 P.O. Box 423
 Hudson, NY 12534
 SE

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
			THE ENDORSEE WARRANTS THE TITLE
	Collins Brothers Corporation	ON N <u>N600ZE</u> TO BE FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES AS OF THIS DATE. <i>[Signature]</i>	<i>Sec.</i>

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

5:12 PM 2856

5.00 REG
 0-255-A-02/13/86

ORIGINAL: TO FAA

56

0000000000

COMM

FEB 10 1986

ADDITIONAL

RECHON AVIATION, INC.
P.O. BOX 480
ROSELAND, N.J. 07068

FAA AIRCRAFT REGISTRY
FEB 10 3 31 PM '86

ORIGINAL

ASSIGNMENT OF SPECIAL STATION NUMBERS
DEPARTMENT OF TRANSPORTATION
COMMUNICATIONS
AUG 28 09 54 80
AUG 28 09 54 80
AUG 28 09 54 80

AUGUST 27 1980
STANDARD
030427

OKLAHOMA BROTHERS CORP
P.O. BOX 2452
TULSA, OKLA 74112

OKLAHOMA CITY
AUG 27 8 08 AM '80
FILED WITH FAA
CONVEYANCE
AIRCRAFT REGISTRY
OCT 10 1980

54-1



PL
69

600ZE

27 JUL 29 1980

241 E. RENO AVENUE LAS VEGAS, NEVADA 89119

16 June 1980

Federal Aviation Administration
Aircraft Registration Branch, AC-250
P.O. Box 25504
Oklahoma City, Oklahoma 73125

Dear Sirs:

We have been informed by our local GADO here in Las Vegas that N# 600ZE is available, and we are hereby requesting this number for Grumman 621A, Serial #B-100. This aircraft is registered to:

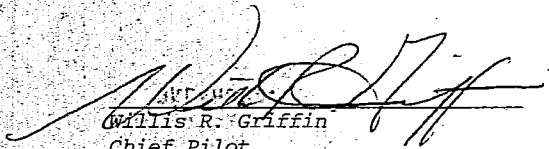
FRY

Collins Bros. Corp.
P.O. Box 42427
3150 W. Sahara Ave., Ste. #22-B
Las Vegas, Nevada 89104

Its present tail number is N88U.

Please find enclosed a check for \$10.00 for the processing of this request. We appreciate any consideration in expediting this matter, as the aircraft is scheduled for painting in the near future. Again, the N# we are requesting is SIX ZERO ZERO ZULU ECHO.

Thank you very much!


Willis R. Griffin
Chief Pilot

WRG/be

0634

255

10.00 SP/4
1 07/03 80

FAA AIRCRAFT REGISTRY

CAMERA NO. 4 DATE: 11-22-85

54

OKLAHOMA CITY
OKLAHOMA
JUL 3 8 47 AM '80
AIRCRAFT REGISTRY
FILED WITH FAA
CONTACT

53

0100000000

Bohler Brothers Corp.
P.O. Box 2347
Las Vegas, Nev. 89104

OKLAHOMA CITY, OKLA

MAY 22 1 20 PM '80

CURRENTANCE FILED WITH
FAA AIRCRAFT REGISTRY

FORM APPROVED
 OMB NO. 04-ROD76

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY

52-1

AIRCRAFT BILL OF SALE 17

FOR AND IN CONSIDERATION OF \$1.00 & O.V.C.
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
 BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
 FOLLOWS:

AIRCRAFT MAKE AND MODEL
 G-21A

MANUFACTURER'S SERIAL NUMBER
 B-100

NATIONALITY & REGISTRATION MARKS
 N88U

DOES THIS 13 DAY OF May 19 80

HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION
 ADMINISTRATION

JUN 20 12 20 PM '80

CONVEYANCE
 RECORDED

101270

PURCHASER

NAME AND ADDRESS
 (IF INDIVIDUALS), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

Collins Brothers Corp.
 P O Box 42427
 Las Vegas, Nevada 89121

500
~~1000~~
 CBE

AND TO thier EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 13 DAY OF May 19 80

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Foreign & Domestic Enterprises, Inc.	<i>Lloyd A. Pepaw</i>
			500
		1589	5.00 REG 1 06/05/80

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

51-1

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION			
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.		CERT. ISSUE DATE 1 0 0 8	
NATIONALITY AND REGISTRATION MARKS N 88 U		M JUL 17 1979 FOR FAA USE ONLY	
AIRCRAFT MAKE AND MODEL GRUMMAN G-21A		AIRCRAFT SERIAL No. B-100	
NAME OF APPLICANT (Person(s) shown an evidence of ownership. If individual, give last name, first name, and middle initial.) Foreign & Domestic Enterprises, Inc. 8201 Perimeter Road, Boeing - Field - South Seattle, Washington 98108			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 8201 PERIMETER RD Street Name: BOEING FIELD P. O. Box:			
<input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE	CITY SEATTLE	STATE WA	ZIP CODE 98108
(No fee required for revised Certificate of Registration)			
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
*E: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>Douglas Repaw</i>	TITLE Pres	DATE 6-21-79
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

51

Foreign & Domestic Enterprises, Inc.
8201 First Street, South - Field - South
Seattle, Washington 98148

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JUL 5 1 05 PM '79
OKLAHOMA CITY, OKLA.

FORM APPROVED:
OMB NO. 04-R0076

DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 1,000.00 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED
FOLLOWS:

AIRCRAFT MAKE AND MODEL

G-21A

MANUFACTURER'S SERIAL NUMBER

B-100

NATIONALITY & REGISTRATION MARKS

N88U

DOES THIS 16 DAY OF JAN 19 78

HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

Foreign & Domestic Enterprises, Inc.
8201 Perimeter Road, Boeing - Field - South
Seattle, Washington 98108

PURCHASER

AND TO OTHER EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS 16 DAY OF JAN 19 78

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Kodiak Western Alaska Airlines	Robert L. Hall <i>Robert L. Hall</i>	President
OPTIONAL COPY		
JAN 21 1978		
OPTIONAL COPY		

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

AC FORM 4050 2 (4-71) (0052-629-0002)

50-1

JAN 17 10 23 AM '78

CONVEYANCE
RECORDED

M 70699

F&DE

10 2290 0005.002A

50

AIRCRAFT BILL OF SALE
FOR AND IN CONSIDERATION OF \$
UNDERSIGNED, OWNER(S) OF THE
SERIAL NUMBER OF THIS AIRCRAFT
HEREBY SELLING TO THE BUYER(S)
AIRCRAFT MAKE AND MODEL NO. 1981
G-21A
AIRCRAFT REGISTRATION NUMBER
E-100
M88W
OVER THE DAY OF JULY 1981
HE HAS BEEN DEEMED TO HAVE
DELIVERED ALL RIGHTS AND INTERESTS
IN AND TO SUCH AIRCRAFT TO THE BUYER(S)
AND TO SIGNOR(S) HEREON.

ADMINISTRATION
FEDERAL AVIATION

RECORDED
CONVEYANCE
JUL 11 10 53 AM '81

MT 10888

Foreign & Domestic Enterprises, Inc.
8201 Parkcenter Road, Boise - Field - South
Seattle, Washington 98108

BUYER(S)

IN TESTIMONY WHEREOF, I HAVE SET
HAND AND SEAL OF THE FEDERAL AVIATION
ADMINISTRATION AND AFFIXED THE FOLLOWING
SIGNATURE AND TITLE OF THE BUYER(S)

NAME (S) OF BUYER(S) AND SIGNATURE (S)
IN EACH SPACE PROVIDED
FOR CONVEYANCE
Robert J. Hill
Alaska Airlines
Western Western
Oklahoma City, Okla.
JUL 5 1 05 PM '79
FAA AIRCRAFT REGISTRY
CONVEYANCE FILED WITH

210 550

BUYER

ORIGINAL TO BE FILED IN

000 4760

49-1

OMB No. 04-R0169 Approval Expires October 1977

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL

Grumman Goose G-21A

FAA REGISTRATION NUMBER

N88U

AIRCRAFT SERIAL NUMBER

B100

ENGINE MAKE AND MODEL

ENGINE SERIAL NUMBER

PROPELLER MAKE

PROPELLER SERIAL NUMBER(S)

SPARE PARTS AND LOCATION

JUN 20 4 27 PM '77
 FEDERAL AVIATION ADMINISTRATION

CONVEYANCE

N 0 8 3 6 8

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE

2E KE

The conveyance dated April 7, 1975 was executed by Kodiak Western Alaska Airlines, Inc. to National Bank of Alaska

and assigned to _____

This conveyance was recorded by the Federal Aviation Administration on April 29, 1975

and was assigned conveyance number D.79643

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on May 1, 1977

A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR Parts 47 and 49).

NATIONAL BANK OF ALASKA

(Name of Security Holder)

SIGNATURE (In Ink) X 

Ronal L. Harris

TITLE: Assistant Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AERONAUTICAL CENTER
P. O. BOX 25082
OKLAHOMA CITY, OKLAHOMA 73125



DATE: L APR 29 1975
IN REPLY REFER TO: AAC-250:N 88U
SUBJECT: Notice of Recordation of Conveyance

FROM: Chief, Aircraft Registration Branch, AAC-250

TO: Nat'l. Bank of Alaska
Box 10-7
Kodiak, Alaska 99615

NAME: Kodiak Western Alaska Airlines, Inc.

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated 4-7-75 was recorded on 4-29-75
as conveyance number D 79643 pertaining to N 88U

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

for Orin D. Murray
PAUL D. YOST

OKLAHOMA CITY, OKLA.
MAY 31 3 52 PM '77
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

48-1

SECURITY AGREEMENT (Equipment and Consumer Goods)

D 7 9 6 4 3

AGREEMENT made April 7, 1975, between the NATIONAL BANK OF ALASKA with headquarters at Anchorage, Alaska (Bank) and Kodiak Western Alaska Airlines, Inc. (Borrower)

P.O. 2457

(No. and Street)

Kodiak (City or Town)

Third (District)

APR 29 4 12 PM '75 Alaska (State)

FEDERAL RESERVE BANK

The parties intending to be legally bound, agree as follows:

- 1. DEFINITIONS: a. "Consumer goods" means goods which are used or bought for use primarily for personal, family, or household purposes. b. "Equipment" means goods which are used or bought for use primarily in business... c. "Farm Products" means goods which are crops or livestock or supplies used or produced in farming operations... d. "Inventory" means goods which are raw materials, work in process, finished goods and other tangible property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in the borrower's business. e. "Borrower" includes all individuals executing this agreement as parties hereto, and all members of a partnership when the borrower is a partnership, each of whom shall be jointly and severally liable individually and as partners hereunder. f. "Security Interest" means an interest in property which secures payment or performance of an obligation. g. "Liability" or "Liabilities" includes all liabilities (primary, secondary, direct, contingent, sole, joint or several) due or to become due or that may be hereafter contracted or acquired, of the Borrower (including the borrower and any other person) to the Bank. 2. OBLIGATION: The obligation of the Borrower consists of a note dated April 7, 1975, executed and delivered by the Borrower to the Bank in the sum of \$ 375,000.00 and all renewals and extensions thereof together with all sums presently owed by the Borrower to the Bank... 3. COLLATERAL: As collateral, to secure full performance by the Borrower of the duties and obligations set forth herein, the Borrower hereby pledges and assigns to the Bank:

DESCRIPTION OF GOODS

(Identify each item by make, model and serial number where practicable)

Grumman G-21A, N88U, Serial #B-100

SEE RECORDED CONVEYANCE NUMBER D08368 KWAAI

together with all increases, parts, fittings, accessories, equipment, special tools, renewals, replacements, additions, accessions, and other goods of the same class whether now owned or hereafter acquired by the Borrower and such additional collateral as the Bank may demand under the terms of this agreement.

4. TITLE AND TYPE OF COLLATERAL: The Borrower warrants that he is the owner of the collateral free from any adverse lien, security interest or encumbrance, except for the security interest granted herein and except as noted here. The Borrower will defend the collateral against any claims and demands of all persons at any time claiming same or any interest therein. The collateral is used or bought for use primarily for personal, family or household purposes farming operations use business use

and if checked here, the collateral is being acquired with the proceeds of the note, which will be used for no other purpose, and the Borrower authorizes the Bank to disburse said proceeds to the seller of the collateral and/or to the insurance agent or broker as shown on the Bank's records.

a. If the collateral is bought or used primarily for personal, family or household purposes, or for farming operations it shall be kept at the Borrower's residence as shown in the preamble of this agreement or

b. If the collateral is bought or used primarily for business use, it shall be kept at the Borrower's place of business which is

c. The Borrower will promptly notify the Bank of any change in the location of the collateral and will not remove the collateral from the State without the written consent of the Bank.

5. PERFORMANCE: The Borrower agrees to pay the Bank all amounts payable on the note mentioned above and all other notes or obligations held by the Bank as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will perform all terms of said obligations in this or any other security or loan agreement between the Borrower and the Bank and will discharge all said liabilities.

6. INSURANCE AND RISK OF LOSS: The risk of loss of the collateral shall be on the Borrower who will have and maintain insurance for the benefit of the Bank (to whom loss shall be payable) at all times with respect to such collateral and against such risk, and in such amounts, and in such amounts as may be satisfactory to the Bank. The Borrower shall deliver to the Bank certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions and pay for the costs of all such insurance. The Bank may insure the collateral or any part thereof and the Borrower agrees to pay for the costs of all such insurance. The Borrower assigns, hereby, to the Bank all right to receive proceeds of all insurance and adjust and settle all losses thereunder and directs any insurer to pay all proceeds directly to the Bank, and authorizes the Bank to endorse any draft for such proceeds.

7. POSSESSION AND USE: Until default the Borrower may have possession of the collateral and use it in any lawful manner not inconsistent with this agreement or any policy of insurance thereon or any law of this State or the United States. The Borrower shall keep the collateral in good order and repair and will not waste or destroy it or any part thereof. The Bank may examine and inspect the collateral at any time wherever located.

8. TAXES AND ENCUMBRANCES: The Borrower will pay promptly when due all taxes, assessments, liens or encumbrances, governmental or private, levied upon the collateral or for its use or operations or under this agreement or any note evidencing the obligation; and, at its option, the Bank may discharge such encumbrances at any time levied or placed upon the collateral, and may pay for the maintenance and preservation of the collateral and the Borrower agrees to reimburse the Bank on demand for any such payment made or expense incurred, all of which shall be included in the obligation. So long as any liability to the Bank is outstanding, the Borrower will not without the prior written consent of the Bank borrow from any one except the Bank or (a) permit any liens or security interest (other than Bank security interest) to attach to any of the collateral; (b) permit any of the collateral to be levied upon under any legal process; (c) dispose of any of the collateral without the prior written consent of the Bank; (d) permit anything to be done that may impair the value of any of the collateral of the security intended to be afforded by this agreement; or (e) permit the collateral to be a fixture, or to become an accession to other goods.

9. SERVICE CHARGES AND COSTS: The Borrower shall pay the Bank such interest and service charges, as may be agreed upon and shall pay to the Bank all costs, including attorney's fees, incurred by it in taking possession of, disposing of, or preserving the collateral. Changes in interest rates and service charges may be made by the Bank from time to time upon notice to the Borrower and shall become effective on the date therein specified.

10. FILING: The Borrower warrants that no financing statement covering any collateral or any proceeds thereof is on file with any public office and agrees to join with the Bank in executing a financing statement, notice, affidavit, or similar instrument in form satisfactory to the Bank, and such other instruments, as the Bank may from time to time request; and further agrees to pay the cost of filing the same in any public office deemed advisable by the Bank. A copy of this Security Agreement may be filed in lieu of a financing statement.

100RB

11. **ASSIGNMENT:** The Bank may assign all its rights under this agreement and the Borrower hereby waives as against such assignee all defenses, counter-claims or set-offs which the Borrower may claim from the Bank.

12. **MOTOR VEHICLES:** If the collateral or any part thereof is a motor vehicle for which a certificate of title is issuable under the laws of Alaska, the Borrower will cause a statement of the Bank's security interest to be noted on the certificate of title so issued and will cause such certificate to be delivered to the Bank within ten days (10) from the date hereof.

13. **ATTORNEY-IN-FACT:** The Borrower has hereby appointed the Bank as attorney-in-fact to do all acts and things which the Bank may deem necessary to perfect and continue perfected the security interest created by this security agreement and to protect the collateral.

14. **DEFAULT:** If at any time any warranty, representation, certificate, or statement of the Borrower is not true, or if any event of default as defined in any note or other evidence of liability held by the Bank should occur or if the Borrower shall fail to observe or perform any term hereof, all liabilities of the Borrower to the Bank shall immediately become due and payable, and the Bank may in addition, to any other rights and remedies which it may have, immediately and without demand, exercise any and all of the rights and remedies granted to a secured party upon default under the Uniform Commercial Code. The Bank may require the Borrower to assemble its collateral and make it available to the Bank at a place to be designated by the Bank which is reasonably convenient to the Bank and to the Borrower. The Borrower shall pay to the Bank, upon demand, any and all expenses, including legal expenses and reasonable attorney's fees incurred or paid by the Bank in protecting or enforcing liabilities and the rights of the Bank hereunder, including the Bank's right to take possession of the collateral and to hold, prepare for sale, sell and dispose of such collateral. Any notice of sale, disposition, or other intended action by the Bank, sent to the Borrower at the address specified in the preamble, or such other address of the Borrower as may from time to time be shown on the Bank's records, at least five (5) days prior to such action, shall constitute reasonable notice to the Borrower. Exercise or omission to exercise any right of the Bank shall not effect any subsequent right of the Bank to exercise the same. The provisions of this agreement shall be in addition to those of any such note or other evidence of any liability, all of which shall be construed as one instrument.

15. **DEFICIENCY:** The Borrower shall be liable to pay any deficiency resulting from disposition of the collateral by the Bank upon default. The Borrower hereby waives any exemption it may claim by virtue of any law now in force or which may hereafter be enacted.

16. **CHOICE OF LAW:** The parties hereby agree and designate the law of Alaska as the applicable law for construction of the validity, terms or performance of this agreement.

17. **SEVERABILITY:** The provisions of this agreement are severable, and if a provision is held invalid or unenforceable by a court of competent jurisdiction, such invalidation or unenforceability shall not affect or impair any of the remaining provisions.

18. **SUCCESSORS AND ASSIGNS:** All of the rights of the Bank hereunder shall inure to the benefit of its successors and assigns; and all obligations of the Borrower shall bind its heirs, executors, administrators, successors and assigns. If there be more than one Borrower, their obligations hereunder shall be joint and several.

NATIONAL BANK OF ALASKA

By *James O'Connell*
James O'Connell, Vice President

Kodiak Western Alaska Airlines, Inc.
(Borrower)

By *Robert L. Hall*
Name and Title
Robert L. Hall, President

By *Helen F. Hall*
Name and Title
Helen F. Hall, Secretary

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALASKA)
THIRD DISTRICT) ss.

This is to certify that on the _____ day of _____, 19____, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____ and _____, to me known to be the person or persons who executed the foregoing instrument and acknowledged said instrument to be (his) (her) (their) free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____.

Notary Public in and for Alaska

My commission expires: _____

CORPORATE ACKNOWLEDGEMENT

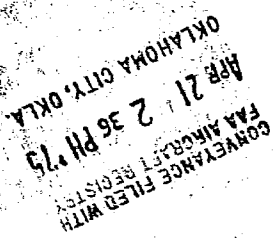
STATE OF ALASKA)
THIRD DISTRICT) ss.

This is to certify that on the 7th day of April, 1975, before me, the undersigned, a Notary Public, duly commissioned and sworn as such, personally came Robert L. Hall and Helen F. Hall, of Kodiak Western Alaska Airlines, Inc a corporation organized and existing by virtue of the laws of Alaska, to me known to be the President and Secretary of said corporation, and acknowledged that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said Robert L. Hall and Helen F. Hall, acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of April, 1975.

George G. Long
Notary Public in and for Alaska

My commission expires: 9-28-75



47-1

OMB No. 04-R0169 Approval Expires October 1977

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

D 7 9 6 4 2

CONVEYANCE
RECORDED

APR 29 4 11 PM '75

FEDERAL AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE

2E KE

AIRCRAFT MAKE AND MODEL

Grumman Goose G-21A

FAA REGISTRATION NUMBER

N88U

AIRCRAFT SERIAL NUMBER

B100

ENGINE MAKE AND MODEL

ENGINE SERIAL NUMBER

PROPELLER MAKE

PROPELLER SERIAL NUMBER(S)

SPARE PARTS AND LOCATION

The conveyance dated April 5, 1973, was executed by Robert L. & Helen Hall

to National Bank of Alaska

and assigned to _____

This conveyance was recorded by the Federal Aviation Administration on May 17, 1973

and was assigned conveyance number A04958

I hereby certify and acknowledge that the above described collateral was released from the terms of

the conveyance on April 9, 1975

A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR Parts 47 and 49).

NATIONAL BANK OF ALASKA

(Name of Security Holder)

[Signature]
SIGNATURE (In Ink)

Vice President
TITLE

ACKNOWLEDGMENT (If Required By Applicable Local Law)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION



AERONAUTICAL CENTER
P.O. BOX 25082
OKLAHOMA CITY, OKLAHOMA 73125



DATE: A MAY 17 1973

IN REPLY REFER TO: AAC-250:N 88u

SUBJECT: Notice of Recordation of Conveyance

TO: *NATIONAL BANK OF ALASKA*
Box 1067
Kodiak, Alaska 99615

NAME: *Robert A + Helen C. Jell*

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated 4-5-73 was recorded on 5-17-73
as conveyance number A 04958 pertaining to 88u

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

E. Robinson
LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AAC-250

OKLAHOMA CITY, OKLA.
APR 21 2 36 PM '75
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

46-1

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION			
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.		CERT. ISSUE DATE L 0214 '74	
NATIONALITY AND REGISTRATION MARKS N 88U		FOR FAA USE ONLY	
AIRCRAFT MAKE AND MODEL Grumman G 21A		AIRCRAFT SERIAL No. B-100	
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Kodiak Western Alaska Airlines, Inc.			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: XXXXXX Rural Route: _____ P. O. Box: 2457			
<input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE	CITY Kodiak	STATE Alaska	ZIP CODE 99615
(No fee required for revised Certificate of Registration)			
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE <i>[Signature]</i>	TITLE President	DATE 1-28-74
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

MICRO

46

OKLAHOMA CITY, OKLA.

FEB 8 2 31 PM '74

UNRECORDED FILED WITH
FAA AIRCRAFT REGISTRY

45-1

MIDIM

AIRCRAFT BILL OF SALE

Do not write in this block for FAA use only.

For and in consideration of \$10.00 the undersigned owner (s) of the full legal and beneficial title of the aircraft described as follows:

MICROFILM CODE

1C JC

AIRCRAFT MAKE AND MODEL

GRUMMAN G-21A

MANUFACTURER'S SERIAL NUMBER

B-100

NATIONALITY AND REGISTRATION MARKS

N 88U

does this 28 day of December 1973, hereby sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:

NAME AND ADDRESS (if individuals, give last name, first name and middle initial)

Kodiak Western Alaska Airlines, Inc.
 PO Box 2457
 Kodiak, Alaska 99615

CONVEYANCE
 RECORDED
 FEB 14 8 31 AM '74
 FEDERAL AVIATION
 ADMINISTRATION

L 0 8 5 7 0 2

and to its executors, administrators, and assigns to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except:

TYPE OF ENCUMBRANCE	AMOUNT	DATED
Chattel Mortgage	\$60,040.00	April 5, 1973

IN FAVOR OF National Bank of Alaska

in testimony whereof we have set our hands and seal this 28th day of December 1973.

NAME (s) (typed or printed)	SIGNATURES (In ink) (If executed for co-ownership, all must sign)	TITLE
Robert L. Hall	<i>Robert L. Hall</i>	owner
Helen F. Hall	<i>Helen F. Hall</i>	owner

ACKNOWLEDGMENT: (Not required for purposes of FAA recording; however, may be required by local law for validity of the instrument.)

JAN 11 2 11 PM '74
 KWAAT
 Corvett

MICRO

-067705

RECORDED
COMM-FBI
FEB 14 8 35 AM '86
ADMINISTRATION
FEDERAL AVIATION

OKLAHOMA CITY, OKLA.

JAN 11 2 52 PM '74

EXCHANGE FILED WITH
FAA AIRCRAFT REGISTRY

44-1

SECURITY AGREEMENT (Equipment and Consumer Goods)

APR 14 9 58

AGREEMENT made April 5, 1973, between the NATIONAL BANK OF ALASKA with headquarters at Anchorage, Alaska (Bank) and ROBERT L. AND HELEN C. HALL (Borrower)

CONVEYANCE RECORDED

Box 2457 (No. and Street) Kodiak (City or Town)

MAY 17 2 52 PM '73

Third (District)

ALASKA FEDERAL DEPARTMENT OF REVENUE ADMINISTRATION (State)

The parties intending to be legally bound, agree as follows:

- 1. DEFINITIONS: a. "Consumer goods" means goods which are used or bought for use primarily for personal, family, or household purposes. b. "Equipment" means goods which are used or bought for use primarily in business... c. "Farm Products" means goods which are crops or livestock or supplies used or produced in farming operations... d. "Inventory" means goods which are raw materials, work in process, finished goods and other tangible property... e. "Borrower" includes all individuals executing this agreement as parties hereto... f. "Security Interest" means an interest in property which secures payment or performance of an obligation... g. "Liability" or "Liabilities" includes all liabilities (primary, secondary, direct, contingent, sole, joint or several) due or to become due or that may be hereafter contracted or acquired, of the Borrower... 2. OBLIGATION: The obligation of the Borrower consists of a note dated April 5, 1973, executed and delivered by Borrower to the Bank in the sum of \$60,040.00... 3. COLLATERAL: As collateral, to secure full performance by the Borrower of the duties and obligations set forth herein, the Borrower hereby pledges and assigns to the Bank:

DESCRIPTION OF GOODS (Identify each item by make, model and serial number where practicable)

- 1 Grumman Goose G-21A, N88U, SN#B100; 1 Douglas DC-4, N88909, SN#10466

Delivered

SEE RECORDED CONVEYANCE NUMBER D 79642

APR 14

together with all increases, parts, fittings, accessories, equipment, special tools, renewals, replacements, additions, accessions, and other goods of the same class whether now owned or hereafter acquired by the Borrower and such additional collateral as the Bank may demand under the terms of this agreement.

4. TITLE AND TYPE OF COLLATERAL: The Borrower warrants that he is the owner of the collateral free from any adverse lien, security interest or encumbrance, except for the security interest granted herein and except as noted here. The Borrower will defend the collateral against any claims and demands of all persons at any time claiming same or any interest therein. The collateral is used or bought for use primarily for personal, family or household purposes farming operations use X business use

and if checked here X the collateral is being acquired with the proceeds of the note, which will be used for no other purpose, and the Borrower authorizes the Bank to disburse said proceeds to the seller of the collateral and/or to the insurance agent or broker as shown on the Bank's records.

a. If the collateral is bought or used primarily for personal, family or household purposes, or for farming operations it shall be kept at the Borrower's residence as shown in the preamble of this agreement or... b. If the collateral is bought or used primarily for business use, it shall be kept at the Borrower's place of business which is... or (if left blank) at the address shown in the preamble of this agreement.

c. The Borrower will promptly notify the Bank of any change in the location of the collateral and will not remove the collateral from the State without the written consent of the Bank.

5. PERFORMANCE: The Borrower agrees to pay the Bank all amounts payable on the note mentioned above and all other notes or obligations held by the Bank as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will perform all terms of said obligations in this or any other security or loan agreement between the Borrower and the Bank and will discharge all said liabilities.

6. INSURANCE AND RISK OF LOSS: The risk of loss of the collateral shall be on the Borrower who will have and maintain insurance for the benefit of the Bank (to whom loss shall be payable) at all times with respect to such collateral and against such risk, and in such companies, and in such amounts as may be satisfactory to the Bank. The Borrower shall deliver to the Bank certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions and pay for the costs of all such insurance. The Bank may insure the collateral or any part thereof and the Borrower agrees to pay for the costs of all such insurance. The Borrower assigns, hereby, to the Bank all right to receive proceeds of all insurance and adjust and settle all losses thereunder and directs any insurer to pay all proceeds directly to the Bank, and authorizes the Bank to endorse any draft for such proceeds.

7. POSSESSION AND USE: Until default the Borrower may have possession of the collateral and use it in any lawful manner not inconsistent with this agreement or any policy of insurance thereon or any law of this State or the United States. The Borrower shall keep the collateral in good order and repair and will not waste or destroy it or any part thereof. The Bank may examine and inspect the collateral at any time wherever located.

8. TAXES AND ENCUMBRANCES: The Borrower will pay promptly when due all taxes, assessments, liens or encumbrances, governmental or private, levied upon the collateral or for its use or operations or under this agreement or any note evidencing the obligation; and, at its option, the Bank may discharge such encumbrances at any time levied or placed upon the collateral, and may pay for the maintenance and preservation of the collateral and the Borrower agrees to reimburse the Bank on demand for any such payment made or expense incurred, all of which shall be included in the obligation. So long as any liability to the Bank is outstanding, the Borrower will not without the prior written consent of the Bank borrow from any one except the Bank or (a) permit any liens or security interest (other than Bank security interest) to attach to any of the collateral; (b) permit any of the collateral to be levied upon under any legal process; (c) dispose of any of the collateral without the prior written consent of the Bank; (d) permit anything to be done that may impair the value of any of the collateral of the security intended to be afforded by this agreement; or (e) permit the collateral to be a fixture, or to become an accession to other goods.

9. SERVICE CHARGES AND COSTS: The Borrower shall pay the Bank such interest and service charges, as may be agreed upon and shall pay to the Bank all costs, including attorney's fees, incurred by it in taking possession of, disposing of, or preserving the collateral. Changes in interest rates and service charges may be made by the Bank from time to time upon notice to the Borrower and shall become effective on the date therein specified.

10. FILING: The Borrower warrants that no financing statement covering any collateral or any proceeds thereof is on file with any public office and agrees to join with the Bank in executing a financing statement, notice, affidavit, or similar instrument in form satisfactory to the Bank, and such other instruments, as the Bank may from time to time request; and further agrees to pay the cost of filing the same in any public office deemed advisable by the Bank. A copy of this Security Agreement may be filed in lieu of a financing statement.

APR 11 3 69 PM 1973



11. ASSIGNMENT: The Bank may assign all its rights under this agreement and the Borrower hereby waives as against such assignee all defenses, counter-claims or set-offs which the Borrower may claim from the Bank.

12. MOTOR VEHICLES: If the collateral of any part thereof is a motor vehicle for which a certificate of title is issuable under the laws of Alaska, the Borrower will cause a statement of the Bank's security interest to be noted on the certificate of title so issued and will cause such certificate to be delivered to the Bank within ten days (10) from the date hereof.

13. ATTORNEY-IN-FACT: The Borrower has hereby appointed the Bank as attorney-in-fact to do all acts and things which the Bank may deem necessary to perfect and continue perfected the security interest created by this security agreement and to protect the collateral.

14. DEFAULT: If at any time any warranty, representation, certificate, or statement of the Borrower is not true, or if any event of default as defined in any note or other evidence of liability held by the Bank should occur or if the Borrower shall fail to observe or perform any term hereof, all liabilities of the Borrower to the Bank shall immediately become due and payable, and the Bank may in addition, to any other rights and remedies which it may have, immediately and without demand, exercise any and all of the rights and remedies granted to a secured party upon default under the Uniform Commercial Code. The Bank may require the Borrower to assemble its collateral and make it available to the Bank at a place to be designated by the Bank which is reasonably convenient to the Bank and to the Borrower. The Borrower shall pay to the Bank, upon demand, any and all expenses, including legal expenses and reasonable attorney's fees incurred or paid by the Bank in protecting or enforcing liabilities and the rights of the Bank hereunder, including the Bank's right to take possession of the collateral and to hold, prepare for sale, sell and dispose of such collateral. Any notice of sale, disposition, or other intended action by the Bank, sent to the Borrower at the address specified in the preamble, or such other address of the Borrower as may from time to time be shown on the Bank's records, at least five (5) days prior to such action, shall constitute reasonable notice to the Borrower. Exercise or omission to exercise any right of the Bank shall not effect any subsequent right of the Bank to exercise the same. The provisions of this agreement shall be in addition to those of any such note or other evidence of any liability, all of which shall be construed as one instrument.

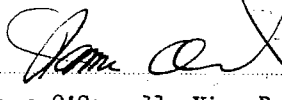
15. DEFICIENCY: The Borrower shall be liable to pay any deficiency resulting from disposition of the collateral by the Bank upon default. The Borrower hereby waives any exemption it may claim by virtue of any law now in force or which may hereafter be enacted.

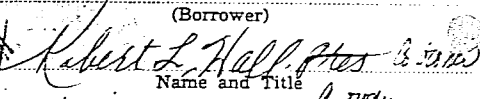
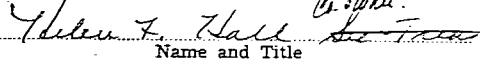
16. CHOICE OF LAW: The parties hereby agree and designate the law of Alaska as the applicable law for construction of the validity, terms or performance of this agreement.

17. SEVERABILITY: The provisions of this agreement are severable, and if a provision is held invalid or unenforceable by a court of competent jurisdiction, such invalidation or unenforceability shall not affect or impair any of the remaining provisions.

18. SUCCESSORS AND ASSIGNS: All of the rights of the Bank hereunder shall inure to the benefit of its successors and assigns; and all obligations of the Borrower shall bind its heirs, executors, administrators, successors and assigns. If there be more than one Borrower, their obligations hereunder shall be joint and several.

NATIONAL BANK OF ALASKA

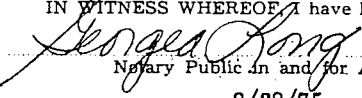
By 
James O'Connell, Vice President

(Borrower)
By 
Name and Title
By 
Name and Title

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALASKA }
THIRD DISTRICT } ss.

This is to certify that on the 5th day of April, 1973, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Robert L. Hall and Helen C. Hall, to me known to be the person or persons who executed the foregoing instrument and acknowledged said instrument to be ~~theirs~~ (their) free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 5th day of April, 1973.

Notary Public in and for Alaska
My commission expires: 9/28/75



CORPORATE ACKNOWLEDGEMENT

STATE OF ALASKA }
THIRD DISTRICT } ss.

This is to certify that on the _____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned and sworn as such, personally came _____, of _____, a corporation organized and existing by virtue of the laws of _____, to me known to be the _____ of said corporation, and acknowledged that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said _____, acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____.

Notary Public in and for Alaska
My commission expires: _____

OKLAHOMA CITY, OKLA.
APR 11 12 42 PM '73
FAA AIRCRAFT REGISTRY
STAMPANCE FILED WITH

43-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman G 21	
FAA REGISTRATION NUMBER N 88 U	AIRCRAFT SERIAL NUMBER B 100
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

CONVEYANCE
 RECORDED
 AUG 8 12 35 PM '72
 FEDERAL AVIATION
 ADMINISTRATION

X031405

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE

2E KE

The conveyance dated 4-30-70, was executed by Robert L. Hall and Helen C. Hall to Kodiak Branch, First National Bank of Anchorage and assigned to

This conveyance was recorded by the Federal Aviation Administration on 5-1-70 and was assigned conveyance number MO 65543

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on 6-14-72

A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR Parts 47 and 49).

The First National Bank of Anchorage, Kodiak Branch
(Name of Security Holder)

SIGNATURE (In Ink) V. R. Mulcahy

TITLE Manager

ACKNOWLEDGMENT (If Required By Applicable Local Law)

43


 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
DATE: MAY 1 1970AERONAUTICAL CENTER
P. O. BOX 25082
OKLAHOMA CITY, OKLAHOMA 73125IN REPLY
REFER TO:AC-250:N 88U

SUBJECT: Notice of Recordation of Conveyance

TO:

First Natl Bank of Anchorage
P.O. Box 2517
Kodiak, Alaska zip 99615

NAME:

Robert L. Hall + Helen C. Hall

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated 4-3-70 was recorded on 5-1-70 as conveyance number M065543 pertaining to 7188U

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

Lester G. Robinson
 LESTER G. ROBINSON
 Chief, Aircraft Registration Branch, AC-250

OKLAHOMA CITY, OKLA.
 JUN 26 2 58 PM '72
 CONVEYANCE FILED WITH
 FAA AIRCRAFT REGISTRY

42-1

CHattel Mortgage M 0 6 5 5 4 3

(Not to be used for Motor Vehicles or Revolving Stock)

This is an agreement between Kodiak Branch, First National Bank of Anchorage hereinafter referred to as the mortgagee, and Robert L. and Helen C. Hall, Box 7437V, Kodiak, Alaska 99615 hereinafter referred to as the mortgagor. The mortgagor has this date executed and delivered to the mortgagee a promissory note for the payment of Eighty thousand and no/100 dollars (\$ 80,000.00), which becomes due as follows: \$2,562.64 or more including interest on or before May 15, 1970 and \$2,562.64 or more including interest on or before the 15th of each month thereafter until paid. To secure the payment of such amount, together with interest, delinquency charges, costs of collection including attorney's fees, and any and all amounts together with interest at the rate of 10 9/8 per centum per annum thereon expended by the mortgagee in accordance with the provisions hereinafter contained, the mortgagor hereby mortgages to the mortgagee the following property:

One (1) Grumman Goose, 88U, S/N G 21-A, B-100

Amount of loan \$80,000.00 plus 9 1/8 interest

SEE RECORDED
CONVEYANCE
NUMBER X 0 3140 S

T 272 B 9 A

The mortgagor hereby states that he resides in the Kodiak Precinct, Third Judicial Division, State of Alaska, that at the time of the execution hereof the above described property is situate in Kodiak, Alaska, that the mortgagor's ownership of said property is complete, and that said property is neither encumbered nor the subject of the claims of others. It is agreed between the parties as follows:

- The provisions hereof, including those granting a power of sale to the mortgagee, shall bind and inure to the benefit of the legatees, distributees, representatives, and assigns of the parties.
- Said property may remain in the possession of the mortgagor until taken into its possession by the mortgagee in accordance with law or the provisions hereof.
- Time shall be of the essence for the performance of any of the covenants and the fulfillment of any of the conditions hereof.
- This mortgage shall be operative until all of the indebtedness and other amounts hereby secured have been paid in full.
- The mortgagor shall:
 - Make all payments of principal and interest in accordance with, and otherwise perform all covenants and fulfill all conditions contained in, said promissory note.
 - Before their delinquency, pay all taxes, penalties, interest, assessments, and other claims against all or any part of said property or against the interest of the mortgagee thereon.
 - Maintain possession of said property and not move, or cause or permit the moving of the same from the precinct or precincts in which it is now located.
 - Not do, fail to do, cause, or permit to be done any act which results in the attachment of, or the charging of any other lien or encumbrance against, said property.
 - Insure and keep insured said property against loss or damage by fire and theft (and other casualty as required by the mortgagee from time to time) in a sum at least equal to the balance of the indebtedness and other amounts hereby secured. All policies of insurance shall be obtained from responsible insurance companies approved by the mortgagee, and shall contain a clause making the proceeds thereof payable to the mortgagee to the extent of its interest; and the mortgagee shall be provided with the original of such policies.
 - Not sell, mortgage, pledge, or otherwise dispose of any interest whatsoever in said property without the written consent of the mortgagee unless the balance of the indebtedness and other amounts hereby secured are paid in full as part of such sale or other transaction.
 - Permit any officer, employee, agent, or other designee of the mortgagee to go upon the premises where said property is situated from time to time for the purpose of inspecting the same at any and all reasonable times and to take possession of and remove the same in accordance herewith.
 - Keep said property and any additions thereto and any part replacements thereof in at least as good a condition and state of repair as it presently is.
 - Immediately upon the loss, theft, or damage beyond repair of any part of said property, replace the same with an unused part of equal value.
- If the mortgagee deems itself insecure or unsafe, or shall fear diminution, removal, or waste of said property, or if the mortgagor either fails to make any payment of said principal or interest, or otherwise fails to perform any of the covenants or fulfill any of the conditions hereof, or prior to the execution hereof made any false statement to the mortgagee either concerning the financial ability of the mortgagor or with respect to said property, or if any statement made herein by the mortgagor is false, then, for any of such reasons, the entire amount, the payment of which is secured hereby, shall immediately be due and payable and the mortgagee shall, in addition to all other rights it has by law, have the right to do any and all of the following:
 - Enforce any of the provisions of said promissory note, including, but not limited to, the assessment of delinquency charges.
 - Using such force as is necessary, take possession of said property, wherever situated, move and store the same at the risk and expense of the mortgagor, and deprive the mortgagor of its use and possession.
 - Make such expenditures as are necessary to insure said property, to satisfy any tax or other claims referred to in paragraph No. 5(b) above, and to repair or replace any part thereof.
 - As provided in Section 22-6-10, Alaska Compiled Laws Annotated, 1949, seize and sell at public auction and upon reasonable notice thereof but without notice to the mortgagor, all or any part of said property, whether or not suit or action has been commenced in any court either upon said note, or for the foreclosure hereof, and the proceeds of such sale shall be applied first, to pay the entire cost thereof, including any court costs, Marshal's fees and expenses, and attorney's fees incurred, and, second to reimburse the mortgagee for all amounts expended by it in accordance herewith, and, third, to pay all delinquency charges and interest due in accordance with said note, and, fourth, to pay the principal balance due in accordance therewith, and, fifth, to satisfy any paramount liens against said property. The balance, if any, of such proceeds, shall be paid to the mortgagor.
- At any sale of said property, whether such sale is held in connection with a court proceeding or is of the summary variety referred to in paragraph No. 6(d) above, the mortgagee shall be privileged to buy all or any portion of said property.
- The mortgagor hereby authorizes any United States Marshal or Deputy Marshal to execute the power of sale above granted to the mortgagee and to take all steps in connection therewith, including the seizing, advertising, and selling of said property.
- If any suit or action is brought by the mortgagee upon said note, whether for the amount of any deficiency or otherwise, or for the foreclosure hereof, all expenses incurred in connection therewith, including, but not limited to, attorney's fees, court costs, costs of provisional remedies, Marshal's fees and expenses, and costs of serving process, shall be paid by the mortgagor and shall be deemed a part of the principal debt, the payment of which is hereby secured.
- The principal indebtedness, the payment of which is hereby secured, is hereby extended to cover and include any extensions or renewals of said note and all other indebtedness that the mortgagor may either now owe the mortgagee or may owe the mortgagee at any time while this mortgage is operative, and whether as principal, surety, guarantor, or otherwise, and whether such debt is evidenced by note, open account, overdraft, or otherwise.

Dated: April 3, 1970

Robert L. Hall (Seal)
Robert L. Hall
Helen C. Hall (Seal)
Helen C. Hall (Seal)
(Seal)

OKTVOHNY CILA' OKTV
3 OT BW, JO

LET VINCENDE & RECISIVA
CORRECTIONE & EITIV HEN

Individual Acknowledgment

United States of America }
State of Alaska } ss.

..... appeared before me on the day of
....., 19....., at Anchorage, Alaska. I know to be the person(s)
described in and who executed the above mortgage. said that knew the contents
thereof and acknowledged the same to be act.

.....
Notary Public for Alaska
My commission expires:

Corporate Acknowledgment

United States of America }
State of Alaska } ss.

..... appeared before me on the day of
....., 19....., at Anchorage, Alaska. I know
to be the of
a corporation. said that knew the contents of the above mortgage and acknowledged
the same to be the act of said corporation, done by authority of its board of directors.

.....
Notary Public for Alaska
My commission expires:

Partnership Acknowledgment

United States of America }
State of Alaska } ss.

..... appeared before me on the day of
....., 19....., at Anchorage, Alaska. I know to be
..... of
a partnership. said that knew the contents of the above mortgage and acknowledged
the same to be the act of said partnership.

.....
Notary Public for Alaska
My commission expires:

Affidavit

United States of America }
State of Alaska } ss.

Each of the persons who signed this affidavit, for himself or herself, as a mortgagor or mortgagee, or for the
partnership or corporation or national banking association (whether mortgagee or mortgagor) which he or she
represents, under oath, says that the above mortgage is made in good faith to secure the amount named therein, and
without any design to hinder, delay, or defraud creditors.

Subscribed and sworn to before me this day of 19.....

.....
Notary Public for Alaska
My commission expires:

Assignment

For value received, the undersigned hereby assigns and transfers, with full recourse, to The First National
Bank of Anchorage, his, its, or their right, title and interest in and to the above chattel mortgage, the note
described therein, and the property which is the subject thereof, together with all rights, privileges, titles, and
powers held or exercisable by the mortgagee thereunder.

Dated: (Seal)

..... (Seal)

OKLAHOMA CITY, OKLA
APR 7 3 01 PM '70
CORRELATE FILE WITH
FAA AIRCRAFT REGISTRY

41-1

FEDERAL AVIATION AGENCY
APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

1. Individual 2. Partnership 3. Corporation 4. Co-Owner 5. Government

NATIONALITY AND REGISTRATION MARKS N 88 U	AIRCRAFT MAKE AND MODEL Grumman <u>Goose</u> G-21 A	AIRCRAFT SERIAL No. XXXXXX B-100
--	--	--

NAME(S) OF APPLICANT(S) (Must be same as Purchaser on Bill of Sale; if individual(s), give last name(s), first name(s), and middle initial(s).)

Robert L. Hall
Helen C. Hall

ADDRESS (Number and Street; P.O. Box; or Rural Route.)

Box 2457

CITY Kodiak	COUNTY Kodiak	STATE Alaska	ZIP CODE 99615
----------------	------------------	-----------------	-------------------

ATTENTION! Read the following statement before signing this application.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s); who is/are citizen(s) of the United States as defined in Sec. 101 (13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Agency.

If executed for co-ownership all applicants must sign.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>Robert L. Hall</i>	TITLE Co-Owner	DATE 4-3-70
	SIGNATURE <i>Helen C. Hall</i>	TITLE Co-owner	DATE 4-3-70
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 30 days, during which time the PINK copy of this application must be carried in the aircraft.

AIRCRAFT BILL OF SALE

Do not write in this block - for FAA use only. 40-1

For and in consideration of \$ _____ the undersigned owner(s)
 of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL

Grumman G 21

MANUFACTURER'S SERIAL NUMBER

B 100

NATIONALITY AND REGISTRATION MARKS

Reg. #N 88 U

does this 16 day of April 1970, hereby sell, grant, transfer
 and deliver all rights, title, and interests in and to such aircraft unto:

NAME AND ADDRESS

(If individuals, give last name, first name, and middle initial)

Robert L. Hall and Helen C. Hall
 Kodiak
 Alaska

PURCHASER

MICROFILM CODE

1C JC

CONVEYANCE
 RECORDED
 MAY 1 3 42 PM '70
 FEDERAL AVIATION
 ADMINISTRATION

4065542

and to their executors, administrators, and assigns to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except:

TYPE OF ENCUMBRANCE

AMOUNT

DATED

None

IN FAVOR OF

in testimony whereof I have set my hand and seal this 16 day of April 1970

SELLER	NAME(S) (TYPED OR PRINTED)	SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)
		Dean H. Franklin	<i>Dean H. Franklin</i>
	Robert L. Hall	<i>Robert L. Hall</i>	Owner

ACKNOWLEDGMENT (Not required for purposes of FAA recording; however, may be required by local law for validity of the instrument.)

40

MICRO

500045

REGISTERED
CONFORMANCE

MAY 13 4 51 PM '70

ADMINISTRATION
FEDERAL AVIATION

OKLAHOMA CITY, OKLA.

APR 28 4 13 PM '70

CONFORMANCE FILED WITH
FAA AIRCRAFT REGISTRY

39-1

AIRCRAFT BILL OF SALE

Do not write in this block - for FAA use only.

For and in consideration of \$ 60,000.00 the undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL

Graumman G 21

MANUFACTURER'S SERIAL NUMBER

B 100

NATIONALITY AND REGISTRATION MARKS

Reg. N 88 U

does this 31 day of March 1970, hereby sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:

NAME AND ADDRESS

(If individual(s), give last name, first name, and middle initial)

Robert Hall
 Kodiak
 Alaska

PURCHASER

MICROFILM CODE

1C JC

CONVEYANCE
 RECORDED
 MAR 1 3 42 PM '70
 FEDERAL AVIATION
 ADMINISTRATION

M 0 6 5 5 4 1

7373894

and to his executors, administrators, and assigns to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except:

TYPE OF ENCUMBRANCE	AMOUNT	DATED
NONE		

IN FAVOR OF

in testimony whereof I have set my hand and seal this 31 day of March 19 70.

SELLER	NAME(S) (TYPED OR PRINTED)	SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)
		Dean H. Franklin	<i>Dean H. Franklin</i>

ACKNOWLEDGMENT (Not required for purposes of FAA recording; however, may be required by local law for validity of the instrument.)

RECORDED
 MAR 1 3 42 PM '70
 FEDERAL AVIATION
 ADMINISTRATION

REC'D
 MAR 13 1970
 FEDERAL AVIATION
 ADMINISTRATION

MICRO

4096241

ADMINISTRATION
FEDERAL AVIATION
APR 1 3 45 PM '70
RECORDED
CORAL GABLE

OKLAHOMA CITY, OKLA

APR 7 3 01 PM '70

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

L 0 4 9 7 6 8

38-1

RELEASE

The undersigned is the true and lawful holder of the note of CONVEYANCE
 dence of indebtedness secured by Security Agreement on the following Des-
 cribed aircraft:

Mfr. of Aircraft Grumman Mfr. Engine FEDERAL AVIATION
 Model D Type ADMINISTRATION
 Mfr. Serial No. D-100 Engine No. _____
 FAA Identification Mark N-88U

DEC 8 12 53 PM '69

Said Agreement on the above aircraft bears the date of January 30, 1965
 _____, was executed by Dean H. Franklin
 (Debtor) to MERCANTILE NATIONAL BANK AT
DALLAS (Secured Party) and is in the principal amount of \$ 29,537.27.
 This Agreement was recorded with the Federal Aviation Agency on
February 9, 1965 was indexed at page xx of the
 Agency's "Records of conveyances" and was given Document No. A231427.

Thereby certify and acknowledge that all indebtedness secured by such
 Agreement has been paid in full on the 22nd day of October,
 1969, and said Agreement is hereby satisfied and released.

MERCANTILE NATIONAL BANK AT DALLAS

By [Signature]
Assistant Vice President
 Title

ACKNOWLEDGEMENT

STATE OF TEXAS
 COUNTY OF DALLAS

On this 22nd day of October, 1969, before me appeared
Ben B. McAndrew, to me personally known, who, being by me duly
 sworn says that he is the Asst. Vice President of the MERCANTILE NATIONAL
BANK AT DALLAS and that the seal affixed to said instrument is the corporate
 seal of said corporation, and that said instrument was signed and sealed in
 behalf of said corporation by authority of the Board of Directors and said
Ben B. McAndrew acknowledged the foregoing instrument to be the
 free act and deed of said corporation.

Given under my hand and official seal the day and year above written.



[Signature]
 Notary Public

My commission expires June 1, 1971

824 AIRCO
SURVEY AND FILED WITH
FAA AIRCRAFT REGISTRY

OCT 28 1 07 PM '69

OKLAHOMA CITY, OKLA.
ADMINISTRATION

Assistant Vice President

1969

6066906

RELEASE

The undersigned is the true and lawful holder of the note or other conveyance of indebtedness secured by Security Agreement on the following described aircraft:

Mfr. of Aircraft	<u>Grumman</u>	Mfr. Engine	
Model	<u>Goose</u>	Type	<u>FEDERAL AVIATION</u>
Mfr. Serial No.	<u>D-100</u>	Engine No.	<u>ADMINISTRATION</u>
FAA Identification Mark	<u>N-88U</u>		

JUL 31 1 29 PM '69

Said Agreement on the above aircraft bears the date of September 30, 1965, was executed by Dean H. Franklin (Debtor) to MERCANTILE NATIONAL BANK AT DALLAS (Secured Party) and is in the principal amount of \$ 38,023.23. This Agreement was recorded with the Federal Aviation Agency on October 18, 1965 was indexed at page xx of the Agency's "Records of conveyances" and was given Document No. A235914.

Thereby certify and acknowledge that all indebtedness secured by such Agreement has been paid in full on the 30th day of June, 1969, and said Agreement is hereby satisfied and released.

MERCANTILE NATIONAL BANK AT DALLAS

By [Signature]

Assistant Vice President

Title

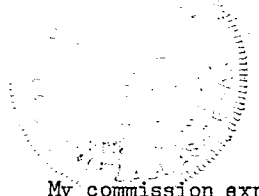
ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF DALLAS

NOTARY PUBLIC

On this 30th day of June, 1969, before me appeared Ben B. McAndrew, to me personally known, who, being by me duly sworn says that he is the Assistant V. President of the MERCANTILE NATIONAL BANK AT DALLAS and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said Ben B. McAndrew acknowledged the foregoing instrument to be the free act and deed of said corporation.

Given under my hand and official seal the day and year above written.



[Signature]
Notary Public

My commission expires June 1, 1971

000000 MICRO

0000000000

JUL 31 1 53 PM '85
FEDERAL AVIATION
ADMINISTRATION

OKLAHOMA CITY, OKLA.
JUL 1 3 09 PM '85

CONVEYANCE FEE WITH
FAA AIRCRAFT REGISTRY

FAA AIRCRAFT REGISTRY
OKLAHOMA CITY, OKLA.

JUL 1 3 09 PM '85
OKLAHOMA CITY, OKLA.

2A 36-1

AIRCRAFT CHATTEL MORTGAGE

A 235914

For the purpose of securing the Mortgagee-Seller, below named, in the payment at Mercantile National Bank at Dallas, Dallas County, Texas, of a certain promissory note of even date herewith in the amount of \$38,023.23, payable in 60 successive monthly installments of

\$633.73 each, the last installment being due on 19 this day executed by the undersigned, hereinafter called the Mortgagor or Purchaser, whether one or more, (said note evidencing a part of the time-selling price of the hereinafter described aircraft.

DOC. RECORDED

the total time-selling price being \$) said Mortgagor does hereby, sell, assign, convey and warrant the following described civil aircraft of the United States and personal property, to wit:

NEW OR USED	MFR. NAME AND TRADE NAME	YEAR MFD.	MODEL	MFR. SERIAL NO.	REG. STA. AIRCRAFT REGISTRY	ENGINE NAME	ENGINE NO.
Used	Grumman Goose	1943		D-100	N-88U	ENGINE NO. 1006906	

together with all equipment and accessories attached thereto or used in connection therewith, all of which are included in the term aircraft, as used herein. Said Mortgagor hereby declares and warrants to the said mortgagee that it is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever. Mortgagor further declares and

warrants that the above described property will be based at Opalocka Airport, Opalocka, Florida and will not be removed from the said location for a period exceeding thirty days without the prior written consent of the Mortgagee. Should the Mortgagor obtain such written consent for removal or relocation of the mortgaged property, then the Mortgagee may at its option declare the whole principal unpaid upon said note, with interest accrued thereon, immediately due and payable in full.

Mortgagor will, while any of the indebtedness secured hereby remains unpaid, pay, at least ten days before they become delinquent, all taxes (both general and special) assessments and governmental charges lawfully levied or assessed against the mortgaged property or any part thereof; and will keep the mortgaged property, including all additions thereto and all replacements or repairs thereof, insured, as required by the mortgagee, against loss or damage by fire, crash, and other hazards, casualties, and contingencies; and will carry any other kinds of insurance in such amounts and for such periods as may from time to time be required by mortgagee and not less than five days prior to the expiration of any policy of insurance, mortgagee will deliver to and hold the policies shall include a provision making loss payable to mortgagee as its interest may appear. All policies of insurance shall be delivered to and held by mortgagee, and mortgagee will pay promptly when due all premiums for such insurance. Should any loss occur to insured property, the mortgagee is hereby appointed attorney in fact for the mortgagor to make proof of loss if mortgagor fails to do so promptly, and to receipt for any sums collected and the policies shall include a provision making loss payable to mortgagee as its interest may appear. Mortgagee promptly will give notice by mail to the mortgagee of any loss or damage to the restoration or repair of the property so destroyed or damaged. Mortgagee promptly will give notice by mail to the mortgagee of any loss or damage to the mortgaged property and will not adjust or settle such loss without the written consent of mortgagee. In the event of foreclosure of this Chattel Mortgage by court action or under power of sale, all right, title and interest of mortgagor in and to any insurance policy then in force shall pass to the purchaser at the foreclosure sale, and mortgagee is hereby appointed attorney in fact for the mortgagor to assign and transfer said policies.

Provided, however, that if the mortgagor, its successors or assigns, shall pay said note and the interest thereon in accordance with the terms thereof and shall keep and perform all and singular the terms, covenants, and agreements in this mortgage, then this mortgage shall be null and void.

Time is of the essence of this mortgage. It is hereby agreed that if default be made in the payment of any part of the principal or interest of the promissory note secured hereby at the time and in the manner therein specified, or if any breach be made of any obligation or promise of the mortgagor herein contained or secured hereby, or if any or all of the property covered hereby be hereafter sold, leased, transferred, mortgaged, or otherwise encumbered without the written consent of the mortgagee first had and obtained, or in the event of the seizure of the aircraft under execution or other legal process, or if for any other reason the mortgagee may deem itself insecure, then the whole principal sum unpaid upon said promissory note, with the interest accrued thereon, or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the mortgagee.

This mortgage shall also secure the payment of all other indebtedness now owing by Mortgagor to Mortgagee, and any and all indebtedness hereafter to become owing by Mortgagor to Mortgagee, its successors or assigns, whether evidenced by note or otherwise, which said indebtedness now accrued or hereafter to accrue it is agreed shall all be payable to the order of said Mortgagee at the place where the above described note is payable and bear interest at the same rate as provided in said note from date of accrual until paid, and the same shall stand secured by and be payable under this mortgage with the other indebtedness herein mentioned.

Upon default, Mortgagee may at once proceed to foreclose this mortgage in any manner provided by law, or it may at its option, and it is hereby empowered so to do, with or without a foreclosure action, enter upon the premises where the said aircraft may be and take possession thereof, and remove, sell and dispose of the same at public or private sale, and from the proceeds of such sale retain all costs and charges incurred by it in the locating, finding or sale of such aircraft, including any reasonable attorney's fees incurred; in the collection of said promissory note, which fees shall in no event be less than ten per cent of the aggregate of principal and interest due thereon; also all sums due it on said promissory note, under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said mortgagee under any provisions of this mortgage, or secured hereby, with the interest thereon, and any surplus of such proceeds remaining shall be paid to the mortgagor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, the mortgagor agrees to pay such deficiency forthwith.

Said mortgagee or its agent may bid and purchase at any sale made under this mortgage or herein authorized, or at any sale made upon foreclosure of this mortgage.

This mortgage is given on a civil aircraft of the United States, which is warranted to have a current airworthiness certificate and to be in flyable condition, and which may from time to time be moved from place to place in the United States, and it is therefore agreed that the law of the State of Texas with respect to the rights of mortgagee hereunder, including the right of mortgagee to foreclose this mortgage in the courts or to take possession of the mortgaged property and sell same as above provided, shall govern and control; and in the event mortgagee becomes entitled to possession of the mortgaged property as provided for herein, mortgagor obligates himself, upon demand, to deliver possession of same to mortgagee at Dallas, Texas.

This instrument is executed in triplicate originals, and one of said originals is being delivered to mortgagor, the receipt of which is hereby acknowledged.

EXECUTED THIS 30th day of September 1965

MORTGAGOR-PURCHASER: Dean H. Franklin
DEAN H. FRANKLIN

ADDRESS: 3923 N. W. 24th Street, Miami, Florida

WITNESS: [Signature]

MORTGAGEE-SELLER: Mercantile National Bank at Dallas

ADDRESS: P. O. Box 5115 - Dallas, Texas

STATE OF Florida

COUNTY OF Dade

PARISH OF

Before me, the undersigned authority, on this day personally appeared Dean H. Franklin known to me to be the person (s) whose name (s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 30th day of September 1965

My Commission Expires 11/1/96
Notary Public in and for

Dade 10th County/Parish Florida State

MICRO
AIRCRAFT CHARTER MORTGAGE
ASSIGNMENT

DOC RECORDED

For value received the undersigned does hereby sell, assign and transfer to

ASSIGNMENT

MERCANTILE NATIONAL BANK
AT DALLAS

Dallas, Texas

His or their successors or assigns, its or their rights, title and interest in and to the within Chattel Mortgage and the property covered thereby, and also the note mentioned therein, and all other documents, papers, records and documents in any way connected with or pertaining to the property described herein, together with all title to the property described in the mortgage, that description of said property is correct, and that there is no further lien or mortgage existing against said property.

The undersigned further warrants that the indebtedness this mortgage secures represents the balance of the purchase price of the property described herein and the undersigned warrants that said property was sold for a true price of _____ and that he has received from _____

the mortgage as down payment \$ _____ each and of by endorsement of the reasonable value of _____

Dealer (Name of Firm)

By _____ (Authorized Signature)

Title _____

Date _____

THIS STATE OF _____

COUNTY OR PARISH OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Parish or State, personally appeared the person executing the foregoing assignment, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the _____ day of _____ 19____

My Commission Expires: _____

Notary Public in and for _____

County, Parish _____ State _____

OKLAHOMA CITY, OKLA.
OCT 8 9 48 AM '65
FEDERAL AVIATION
AGENCY-AIRCRAFT
REGISTRATION BRANCH



A 231903

RELEASE

The undersigned is the true and lawful holder of the note or other evidence of indebtedness secured by chattel mortgage on the following described aircraft:

Mfr. of Aircraft Grumman Mfr. Engine MAR 11 1 07 PM '65
 Model _____ Type _____
 Mfr. Serial No. B100 Engine No. FEDERAL AVIATION AGENCY
 CAA Identification Mark N88U

Said mortgage on the above aircraft bears the date of 9-24-63, was executed by Windjammer Air Taxi, Inc. (Mortgagor) to MERCANTILE NATIONAL BANK AT DALLAS (Mortgagee) and is in the principal amount of \$ 30,509.60. This mortgage was recorded with the Civil Aeronautics Administration on 10-21-63 was indexed at page xx of the Administration's "Records of conveyances" and was given Document No. A223690.

Thereby certify and acknowledge that all indebtedness secured by such mortgage has been paid to me in full on the 3rd day of March, 1965, and said mortgage is hereby satisfied and released.

MERCANTILE NATIONAL BANK AT DALLAS (SEAL)

By [Signature]
Assistant Vice President
 Title

ACKNOWLEDGEMENT

STATE OF TEXAS
 COUNTY OF DALLAS

On this 3rd day of March, 1965, before me appeared Ben B. McAndrew, to me personally known, who, being by me duly sworn says that he is the Assist Vice Pres of the MERCANTILE NATIONAL BANK AT DALLAS and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said Ben B. McAndrew acknowledged the foregoing instrument to be the free act and deed of said corporation.

Given under my hand and official seal the day and year above written.



[Signature]
 Notary Public

My Commission Expires June 11 1965

MAR 4 1965

10-RO

Code 3/8

OKLAHOMA CITY, OKLA.
MAY 11 1985
FEDERAL AVIATION
AGENCY AIRCRAFT
REGISTRATION BRANCH

AIRCRAFT CHATTEL MORTGAGE 4 2 7

2A
34-1

For the purpose of securing the Mortgagee-Seller, below named, in the payment at Mercantile National Bank at Dallas, Dallas County, Texas, of a certain promissory note of even date herewith in the amount of \$29,537.27

being due April 30 1965 this day executed by the undersigned, hereinafter called the Mortgagor or Purchaser, whether one or more, (said note evidencing a part of the time-selling price of the hereinafter described aircraft,

the total time-selling price being \$) said Mortgagor does hereby sell and mortgage to Mortgagee the following described civil aircraft of the United States and personal property, to wit:

REC'D
FEB 9 9 00 AM '65

NEW OR USED	MFR. NAME AND TRADE NAME	YEAR MFD.	MODEL	MFR. SERIAL NO.	REG. CERT. NO.	ENGINE NAME AND TYPE	ENGINE NO.
Used	Grumman Goose	1943	G-21-A	D-100	N-88U		

SEE RECORDED
CONVEYANCE
FEB 22 1965

M 7788 S

together with all equipment and accessories attached thereto or used in connection therewith, all of which are included in the term aircraft, as used herein. Said Mortgagor hereby declares and warrants to the said mortgagee that it is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever. Mortgagor further declares and

Opal-Locka Airport, Opal-Locka, Florida

grants that the above described property will be based at Opal-Locka Airport, Opal-Locka, Florida and will not be removed from the said location for a period exceeding thirty days without the prior written consent of the Mortgagee. Should the Mortgagee fail to obtain such written consent for removal or relocation of the mortgaged property, then the Mortgagee may at its option declare the whole principal sum unpaid upon said note, with interest accrued thereon, immediately due and payable in full.

Mortgagor will, while any of the indebtedness secured hereby remains unpaid, pay, at least ten days before they become delinquent, all taxes, both general and special assessments and governmental charges lawfully levied or assessed against the mortgaged property or any part thereof; and will keep the mortgaged property, including all additions thereto and all replacements or repairs thereof, insured, as required by the mortgagee, against loss or damage by fire, crash, and other hazards, casualties, and contingencies; and will carry any other kinds of insurance in such amounts and for such periods as may from time to time be required by mortgagee and not less than five days prior to the expiration of any policy of insurance, mortgagee will deliver to mortgagee renewals or new policies in like amounts covering the same risks. All insurance shall be carried in insurance companies approved by mortgagee, and the policies shall include a provision making loss payable to mortgagee as its interest may appear. All policies of insurance shall be delivered to and held by mortgagee, and mortgagee will pay promptly when due all premiums for such insurance. Should any loss occur to insured property, the mortgagee is hereby appointed attorney in fact for the mortgagor to make proof of loss if mortgagor fails to do so promptly, and to receipt for any sums collect under said policies which said sums, or any part thereof, at the option of the mortgagee, may be applied as payment on the debts hereby secured, or to the restoration or repair of the property so destroyed or damaged. Mortgagor promptly will give notice by mail to the mortgagee of any loss or damage to the mortgaged property and will not adjust or settle such loss without the written consent of mortgagee. In the event of foreclosure of this Chattel Mortgage by court action or under power of sale, all right, title and interest of mortgagor in and to any insurance policy then in force shall pass to the purchaser at the foreclosure sale, and mortgagee is hereby appointed attorney in fact for the mortgagor to assign and transfer said policies.

Provided, however, that if the mortgagor, its successors or assigns, shall pay said note and the interest thereon in accordance with the terms thereof and shall keep and perform all and singular the terms, covenants, and agreements in this mortgage, then this mortgage shall be null and void.

Time is of the essence of this mortgage. It is hereby agreed that if default be made in the payment of any part of the principal or interest of the promissory note secured hereby at the time and in the manner therein specified, or if any breach be made of any obligation or promise of the mortgagor herein contained or secured hereby, or if any or all of the property covered hereby be hereafter sold, leased, transferred, mortgaged, or otherwise encumbered without the written consent of the mortgagee first had and obtained; or in the event of the seizure of the aircraft under execution or other legal process or if for any other reason the mortgagee may deem itself insecure, then the whole principal sum unpaid upon said promissory note, with the interest accrued thereon, or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the mortgagee.

This mortgage shall also secure the payment of all other indebtedness now owing by Mortgagor to Mortgagee, and any and all indebtedness hereafter to become owing by Mortgagor to Mortgagee, its successors or assigns, whether evidenced by note, or otherwise, which said indebtedness now accrued or hereafter to accrue it is agreed shall all be payable to the order of said Mortgagee at the place where the above described note is payable and bear interest at the same rate as provided in said note from date of accrual until paid, and the same shall stand secured by and be payable under this mortgage with the indebtedness herein mentioned.

Upon default, Mortgagee may at once proceed to foreclose this mortgage in any manner provided by law, or it may at its option, and it is hereby empowered so to do, with or without a foreclosure action, enter upon the premises where the said aircraft may be and take possession thereof; and remove and sell and dispose of the same at public or private sale, and from the proceeds of such sale retain all costs and charges incurred by it in the locating, taking or sale of such aircraft, including any reasonable attorney's fees incurred; in the collection of said promissory note, which fees shall in no event be less than ten per cent of the aggregate of principal and interest due thereon; also all sums due it on said promissory note, under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said mortgagee under any provision of this mortgage, or secured hereby, with the interest thereon, and any surplus of such proceeds remaining shall be paid to the mortgagor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, the mortgagor agrees to pay such deficiency forthwith.

Said mortgagee or its agent may bid and purchase at any sale made under this mortgage or herein authorized, or at any sale made upon foreclosure of this mortgage.

This mortgage is given on a civil aircraft of the United States, which is warranted to have a current airworthiness certificate and to be in flyable condition, and which may from time to time be moved from place to place in the United States, and it is therefore agreed that the laws of the State of Texas with respect to the rights of mortgagee hereunder, including the right of mortgagee to foreclose this mortgage in the courts or to take possession of the mortgaged property and set the same as above provided, shall govern and control; and in the event mortgagee becomes entitled to possession of the mortgaged property as provided herein, mortgagor obligates himself, upon demand, to deliver possession of same to mortgagee at Dallas, Texas.

This instrument is executed in triplicate originals, and one of said originals is being delivered to mortgagor, the receipt of which is hereby acknowledged.

EXECUTED THIS 30th day of January 1965

MORTGAGOR-PURCHASER: Dean H. Franklin

ADDRESS: 3923 N. W. 24th Street, Miami, Florida

WITNESS: Ora W. Tracy

MORTGAGEE-SELLER: Mercantile National Bank at Dallas

ADDRESS: P. O. Box 5415 Dallas, Texas 75222

STATE OF Florida

COUNTY OF }

PARISH OF }

Before me, the undersigned authority, on this day personally appeared Dean H. Franklin known to me to be the person (s) whose name (s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 30th day of January 1965



FEB 4 10 40 AM '65

Notary Public in and for

My Commission Expires

Dec 15 1965

County/Parish Florida State

FEB 4 1965

1223 80005.C02A



FEB 3 9 00 AM '85

ASSIGNMENT

For value received the undersigned does hereby sell, assign and transfer to

**MERCANTILE NATIONAL BANK
AT DALLAS**
Dallas, Texas

its or their successors or assigns, its or their heirs, title and interest in and to the property described herein, together with any covered thereby and also the note and discharge thereon, and authorize said Corporation to collect and discharge the same. The undersigned warrants that the Mortgagee has legal title to the property described in the mortgage, that description of said property is correct, and that there is no further lien or claim against said property.

The undersigned further warrants that the indebtedness this mortgage secures represents the balance of the purchase price of the property described herein and the undersigned warrants that said property was sold for a sum of \$_____ and that he has received from

the mortgagor as down payment the reasonable value for cash and or by merchandise of the reasonable value for \$_____.

By _____
(Authorized Signature)

Date _____
Title _____

THE STATE OF _____
COUNTY OR PARISH OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Parish and State, on this day personally appeared the person executing the foregoing assignment to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the _____ day of _____, 19____.

My Commission Expires: _____

Notary Public in and for _____

County, Parish, _____
State _____

FEB 4 10 40 AM '85
FEDERAL AVIATION
AGENCY AIRCRAFT
REGISTRY BRANCH
OKLAHOMA CITY, OKLA

FORM FAA-500 (PART B) (6-59)

6 FEB 9 1965

Form Approved
Budget Bureau No. 41-R889.4

FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION

33-1

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form) Dean H. Franklin 3923 N. W. 24th Street Miami, Florida	REGISTRATION MARKS N- 88U
	AIRCRAFT MAKE AND MODEL Grumman Goose G-21A
CHECK WHETHER OWNERSHIP IS: <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CO-OWNERSHIP <input checked="" type="checkbox"/> INDIVIDUAL OWNER	SERIAL NO. B-100

I HEREBY CERTIFY that the above-described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Washington, D. C.

SIGNATURE OF APPLICANT (IN INK)

Dean H. Franklin
(If executed for co-ownership, all must sign)

Jan. 30th 1965

TITLE Individual Owner

DATE OF APPLICATION

the above statements are true and made in good faith, the aircraft described above may be operated, pending registration or notification from the Federal Aviation Agency, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

MICRO

33

WILLIAM B. ...
... W. ...
... ..

OKLAHOMA CITY, OKLA

FEB 14 10 40 AM '65

FEDERAL AVIATION
AGENCY AIRCRAFT
REGISTRY

FORM ACA-500 (PART C) (7-59)

U.S. DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

1231426

1C
32-1

For and in consideration of \$ 1.00 & OVC the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL

Grumman G-21-A

DOC. RECORDED

SERIAL NO.

D-100

REGISTRATION MARKS

N-88U

8 57 AM '65

does this 30th day of January 1965 hereby sell, grant, transfer and deliver all of his right, title and interest in and to such aircraft unto:

FEDERAL AVIATION AGENCY

MMBA

(Name and address of purchaser—same as on Parts A and D of this form)

Dean H. Franklin
3923 N. W. 24th St.
Miami, Florida

I, his executors, administrators, and assigns, to have and to hold singularly said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except

TYPE OF ENCUMBRANCE	AMOUNT	DATE
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 30th day of January 1965

NAME OF SELLER MERCANTILE NATIONAL BANK AT DALLAS

BY (SIGN IN INK) [Signature]
(If executed for co-ownership, all must sign)

TITLE Vice President
(If signed for a corporation, partnership, owner, or agent)

ACKNOWLEDGMENT

Texas of _____
County of Dallas

On this 30th day of January 1965 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)



June 1, 1965

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

FEB 4 1965

FEB 17 1965 30005002A

MICRO

AIRCRAFT REGISTRY
 FEDERAL AVIATION ADMINISTRATION
 WASHINGTON, D.C. 20515
 AIRCRAFT REGISTRY
 FEDERAL AVIATION ADMINISTRATION
 WASHINGTON, D.C. 20515
 AIRCRAFT REGISTRY
 FEDERAL AVIATION ADMINISTRATION
 WASHINGTON, D.C. 20515

OKLAHOMA CITY, OKLA

FEB 4 10 40 AM '65

FEDERAL AVIATION
ADMINISTRATION
OKLAHOMA CITY, OKLA

REC'D 11-22-85

31E

This form is only intended to be a suggested form of release which meets the recording requirements of the Federal Aviation Act of 1958 and the Regulations of the Administrator issued thereunder. In addition to these requirements, the form of release used by the mortgagee or assignee should be drafted in accordance with the pertinent provisions of the local statutes. If this release form meets the local statutes, you may use this copy. Copies of this form may be reproduced, if desired.

RELEASE - DOC. RECORDED

The undersigned is the true and lawful holder of the note or other evidence of indebtedness secured by a mortgage on the following described aircraft:

FEB 9 8 55 AM '65

AIRCRAFT MAKE Grumman Model G21A		FEDERAL AVIATION AGENCY
AIRCRAFT SERIAL NUMBER B-100	FAA REGISTRATION NUMBER N-88U	

The mortgage dated December 26, 1963, was executed by Windjammer Air Taxi, Inc. (Mortgagor), to O. W. Tosch (Mortgagee), and assigned to _____

This mortgage was recorded by the Federal Aviation Agency on 9/19/64, and was assigned document number C 24452.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on November 30, 1964.

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

O. W. Tosch
Name of Mortgagee or Assignee

Signature (In ink) O. W. Tosch

Title _____

ACKNOWLEDGMENT

State of Florida on this 30 day of November 1964
County of Broward before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)



James P. Louie
Notary public (In ink)

My commission expires _____
Notary Public, State of Florida at Large
My Commission Expires March 6, 1967
Bonded By American Surety Co. of N. Y.

31

MICRO



FEDERAL AVIATION AGENCY
5300 SOUTH PORTLAND AVENUE
Oklahoma City, Oklahoma, 73119

3 SEP 19 1964

O.W. Losch
1525 SW 5th Court
Fort Lauderdale, Florida

IN REPLY
REFER TO:
N-88a
AC358

MORTGAGOR: *Windjammer Air Loan Inc.*

We have received the aircraft chattel mortgage which was submitted for recording by the Federal Aviation Agency.

This mortgage dated *12-26-64* was recorded on *9-19-64* as document number *C 24452*, against aircraft registration number(s) *N-88a*

The above-mentioned document number should be included in the release to be executed when the mortgage is paid or satisfied. An appropriate form of release is printed on the reverse side of this letter.

The release should be signed in ink by the mortgagee or the assignee; if a corporation, signed by the president, vice president, secretary or treasurer, and acknowledged before a notary public, and submitted to this office for recording.

There is no fee for the recording of a release.

Sincerely yours,

Lester G. Robinson

Lester G. Robinson
Chief, Aircraft Registration Branch
Flight Standards Service

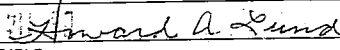
FEB 4 10 40 AM '65

FEDERAL AVIATION AGENCY

6 JAN 19 1965 Form Approved. Budget Bureau No. 04-R076.1

FEDERAL AVIATION AGENCY

APPLICATION FOR AIRCRAFT REGISTRATION 30-1

NATIONALITY AND REGISTRATION MARKS N 88U		AIRCRAFT MAKE AND MODEL Cessna G-21A	AIRCRAFT SERIAL NO. B-100
NAME AND ADDRESS OF APPLICANT (To be same as shown on other parts of this form) Mercantile National Bank at Dallas P. O. Box 5415 Dallas, Texas 75222			TYPE OF OWNERSHIP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CO-OWNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> GOVERNMENT
<p>I hereby certify that the aircraft described above is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the buyers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of FAA Form 500-1 and the original of FAA Form 500-2 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Oklahoma City, Oklahoma 73119.</p>			
APPLICANT'S SIGNATURE (In Ink) (If executed for co-ownership, all must sign)		Mercantile National Bank at Dallas 	
DATE OF APPLICATION Oct. 23, 1964	TITLE Vice President		
<p>Upon transmission of the original of this application to the FAA, Oklahoma City, Oklahoma, and while carrying the duplicate in the aircraft, the applicant may operate that aircraft for not over 30 days from the date of execution of the application until he receives an authenticated copy of FAA Form 500-1 or FAA Form 500, Certificate of Aircraft Registration. This 30-day period may be exceeded if necessary. (See section 47.31(b) of Part 47 of the Federal Aviation Regulations.)</p>			
<p>FORWARD THIS COPY TO FAA, OKLAHOMA CITY, OKLAHOMA 73119 - Retain duplicate copy. <input checked="" type="checkbox"/></p>			

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 11-22-85

30

ERO

OKLAHOMA CITY, OKLA

JAN 15 8 57 AM '65

FEDERAL AVIATION
AGENCY AIRCRAFT
REGISTRATION BRANCH

FORM FAA-500 (PART C) (6-59)

FEDERAL AVIATION AGENCY

BILL OF SALE

29-1
WJ

A 23 1056

For and in consideration of \$10.00 OGVC the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

857 173

AIRCRAFT MAKE AND MODEL

Cessna G-21A

DOC RECORDED

SERIAL NO.

B-100

REGISTRATION MARKS

N- 88U

does this 23rd day of October 19 64
hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

JAN 13 AM '65

FEDERAL AVIATION AGENCY

(Name and address of purchaser—same as on Parts A and B of this form)

Mercantile National Bank at Dallas
Post Office Box 5413
Dallas, Texas

and to its executors, administrators, and assigns, to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except

TYPE OF ENCUMBRANCE	AMOUNT	DATE
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 23rd day of October 19 64

NAME OF SELLER WINDJAMMER AIR TAXI, INC.

BY (SIGN IN INK) *Michael Burke*
(If executed for co-ownership, all must sign)

TITLE President
(If signed for a corporation, partnership, owner, or agent)

ACKNOWLEDGMENT

State of FLORIDA On this 23rd day of October 19 64
County of DADE before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation, swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL) NOTARY PUBLIC STATE OF FLORIDA at LARGE
COMMISSION EXPIRES AUG. 4, 1967
NOTARY PUBLIC

MY COMMISSION EXPIRES
FORWARD THIS COPY TO WASHINGTON— Retain Duplicate Copy.

38 JAN 08 1965

MAA
JAN 13 AM '65
RECORDED

LRO

FORM NO. 1

NOV 22 1985

AIS-D PART 171

RECORDS SECTION

FEDERAL AVIATION
AGENCY AIRCRAFT
REGISTRATION DIVISION
JAN 18 3 19 PM '85
OKLAHOMA CITY, OKLA.

FORM 1137 FLORIDA Chattel Mortgage

826 131

TUTBLANX REGISTERED U.S. PAT. OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

2A
28-3

510 out
64-69638

This Chattel Mortgage

OFF. REC. 2851 PAGE 605

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and / or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders, and, if used, the term "note" shall include all the notes herein described if more than one

SEP 19 8 54 AM '64
FEDERAL AVIATION
AGENCY

RECORDED

C 2 4 4 5 2

Executed the 26th day of December

A. D. 19 63, by WINDJAMMER AIR TAXI, INC., a Florida corporation,

hereinafter called the Mortgagor, to O. W. TOSCH (whose correct mailing address is: 1525 S. W. 5th Court, Fort Lauderdale, Florida) of the County of Broward and State of Florida,

hereinafter called the Mortgagee

DOCUMENT
NO. A231425

Witnesseth, That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee forever all the goods, chattels and personal property hereinafter described, all thereof being wholly owned by and in the exclusive possession of said Mortgagor, in the County of Broward State of Florida.

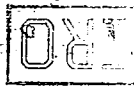
Grumman Model G21-A
Serial No. B-100
Registration No. N-88-U

This is a second mortgage inferior to that certain mortgage presently being negotiated by mortgagor in favor of Mercantile National Bank, Dallas, Texas, securing loan of \$25,000.

64 JUL 31 PM 12:14

T-40

15 5000



37 SEP 14 1964

To Have and To Hold the same, each and every, together with the attachments and appurtenances, unto the said Mortgagee, forever.

And said Mortgagor ^{FEDERAL AVIATION AGENCY AIRCRAFT} ~~hereby warrants~~ with said Mortgagee that said Mortgagor wholly and solely owns said goods, chattels and personal property, all and singular, absolutely; that the said Mortgagor has full power and lawful right to sell and convey the same, ~~and singular, as aforesaid;~~ that said goods, chattels and personal property, all and singular, are free and clear of any and all adverse claims, liens and encumbrances; and that said Mortgagor hereby fully warrants the title and ownership of said goods, chattels and personal property, all and singular, and will defend the same against the claims of all persons whomsoever.

Provided Always, That if said Mortgagor shall pay unto the said Mortgagee the certain note hereinafter substantially copied or identified, to-wit:

\$ 3,360.00 Miami Beach Florida, December 26, 1963

For value received the undersigned promises to pay to the order of

O. W. TOSCH

the principal sum of Three Thousand, Three Hundred Sixty & No/100---Dollars (\$ 3,360.00)

together with interest thereon from date, at the rate of 0% per cent, per --- until maturity, said interest being payable SEE BELOW on the --- day of --- and ---

each year; both principal and interest being payable in lawful money of the United States or its equivalent, at 1525 SW 5th Court, Fort Lauderdale, Florida said principal sum to be payable on the dates and in the amounts specified below, to-wit:

\$240.00 on the first (1st) day of each month, for fourteen (14) months, commencing February 1, 1964.

INSTALLMENT NOTE
RANCOB FORM 36 1/2

Each maker and endorser severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each of them liable as makers and endorsers.

Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including a reasonable attorney's fee in case the principal of this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

This note and deferred interest payments shall bear interest at the rate of 8% per cent, per annum from maturity until paid. This note is secured by a mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest due on any note secured by said mortgage, the notes secured and remaining unpaid shall forthwith become due and payable notwithstanding their tenor. WINDJAMMER AIR TAXI, INC.

Attest: JUNE BUCKE /s/ Secretary (Seal)
By: MICHAEL BUCKE /s/ President (Seal)

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate hereby created shall cease and be null and void.

And the said Mortgagor hereby covenants and agrees:

0. To keep at all times the above airplane insured for full insurable value for all risk ground and flight insurance, with loss-payable clause or mortgagee clause to include the name of mortgagee herein and with copy of said policy at all times to be furnished by mortgagor to mortgagee.

Mortgage

In Goods and Chattels

TO _____

Dated, _____ 19____

Filed for record on the _____, 19____ and _____ day of _____, recorded in Mortgage Book _____ page _____ of _____ of the public records of _____ County, Florida.

By _____
Clerk Circuit Court.

SEP 14 3 21 PM '64
FEDERAL AVIATION
ADMINISTRATION
OKLAHOMA CITY, OKLA.

356 114
A 2 2 3 6 9 0

2A
27-1

AIRCRAFT CHATTEL MORTGAGE

DO NOT RECORD
OCT 21 11 13 AM '63

For the purpose of securing the Mortgagee-Seller, below-named, in the payment at Mercantile National Bank at Dallas, Dallas County, Texas, of a certain promissory note of even date herewith in the amount of \$ 30,509.60 payable in 48 DOG

635.62 each, the last installment being due on this day executed by the undersigned, hereinafter called the Mortgagor or Purchaser, whether one or more, (said note evidencing a part of the time-selling price of the hereinafter described aircraft,

the total time-selling price being \$) said Mortgagor does hereby sell and mortgage to Mortgagee the following described civil aircraft of the United States and personal property, to wit:

NEW OR USED	MFR. NAME AND TRADE NAME	YEAR MFD.	MODEL	MFR. SERIAL NO.	REG. CERT. NO.	ENGINE NAME AND TYPE	ENGINE NO.
Used	Crummen	1943	G21-A	B-100	N-88U	Pratt & Whitney R-985	

together with all equipment and accessories attached thereto or used in connection therewith, all of which are included in the term aircraft, as used herein. Said Mortgagor hereby declares and warrants to the said Mortgagee that it is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever. Mortgagor further declares and

warrants that the above described property will be based at Fort Lauderdale, Florida and will not be removed from the said location for a period exceeding thirty days without the prior written consent of the Mortgagee. Should the Mortgagor fail to obtain such written consent for removal or relocation of the mortgaged property, then the Mortgagee may at its option declare the whole principal sum unpaid upon said note, with interest accrued thereon, immediately due and payable in full.

Mortgagor will, while any of the indebtedness secured hereby remains unpaid, pay, at least ten days before they become delinquent, all taxes (both general and special) assessments and governmental charges lawfully levied or assessed against the mortgaged property or any part thereof; and will keep the mortgaged property, including all additions thereto and all replacements or repairs thereof, insured, as required by the mortgagee, against loss or damage by fire, crash, and other hazards, casualties, and contingencies; and will carry any other kinds of insurance in such amounts and for such periods as may be required by the mortgagee and not less than five days prior to the expiration of any policy of insurance, mortgagee will deliver to mortgagee renewal or new policies in like amounts covering the same risks. All insurance shall be carried in insurance companies approved by mortgagee, and the policies shall include a provision making loss payable to mortgagee as its interest may appear. All policies of insurance shall be delivered to and held by mortgagee, and mortgagee will pay promptly when due all premiums for such insurance. Should any loss occur to insured property, the mortgagee is hereby appointed attorney in fact for the mortgagor to make proof of loss if mortgagor fails to do so promptly, and to receipt for any sums collected under said policies which said sums, or any part thereof, at the option of the mortgagee, may be applied as payment on the debts hereby secured, or to the restoration or repair of the property so destroyed or damaged. Mortgagor promptly will give notice by mail to the mortgagee of any loss or damage to the mortgaged property and will not adjust or settle such loss without the written consent of mortgagee. In the event of foreclosure of this Chattel Mortgage by court action or under power of sale, all right, title and interest of mortgagor in and to any insurance policy then in force shall pass to the purchaser at the foreclosure sale, and mortgagee is hereby appointed attorney in fact for the mortgagor to assign and transfer said policies.

Provided, however, that if the mortgagor, its successors or assigns, shall pay said note and the interest thereon in accordance with the terms thereof and shall keep and perform all and singular the terms, covenants, and agreements in this mortgage, then this mortgage shall be null and void.

Time is of the essence of this mortgage. It is hereby agreed that if default be made in the payment of any part of the principal or interest of the promissory note secured hereby at the time and in the manner therein specified, or if any breach be made of any obligation or promise of the mortgagor herein contained or secured hereby, or if any or all of the property covered hereby be hereafter sold, leased, transferred, mortgaged, or otherwise encumbered without the written consent of the mortgagee first had and obtained, or in the event of the seizure of the aircraft under execution or other legal process, or if for any other reason the mortgagee may deem itself insecure, then the whole principal sum unpaid upon said promissory note, with the interest accrued thereon, or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the mortgagee.

This mortgage shall also secure the payment of all other indebtedness now owing by Mortgagor to Mortgagee, and any and all indebtedness hereafter to become owing by Mortgagor to Mortgagee, its successors or assigns, whether evidenced by note, or otherwise, which said indebtedness now accrued or hereafter to accrue it is agreed shall all be payable to the order of said Mortgagee at the place where the above described note is payable and bear interest at the same rate as provided in said note from date of accrual until paid, and the same shall stand secured by and be payable under this mortgage with the other indebtedness herein mentioned.

Upon default, Mortgagee may at once proceed to foreclose this mortgage in any manner provided by law, or it may at its option, and it is hereby empowered so to do, with or without a foreclosure action, enter upon the premises where the said aircraft may be and take possession thereof; and remove and sell and dispose of the same at public or private sale, and from the proceeds of such sale retain all costs and charges incurred by it in the locating, taking or sale of such aircraft, including any reasonable attorney's fees incurred; in the collection of said promissory note, which fees shall in no event be less than ten per cent of the aggregate of principal and interest due thereon; also all sums due it on said promissory note, under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said mortgagee under any provisions of this mortgage, or secured hereby; with the interest thereon, and any surplus of such proceeds remaining shall be paid to the mortgagor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, the mortgagor agrees to pay such deficiency forthwith.

Said Mortgagee or its agent may bid and purchase at any sale made under this mortgage or herein authorized, or at any sale made upon foreclosure of this mortgage.

This mortgage is given on a civil aircraft of the United States, which is warranted to have a current airworthiness certificate and to be in flyable condition, and which may from time to time be moved from place to place in the United States, and it is therefore agreed that the laws of the State of Texas with respect to the rights of mortgagee hereunder, including the right of mortgagee to foreclose this mortgage in the courts or to take possession of the mortgaged property and sell same as above provided, shall govern and control; and in the event mortgagee becomes entitled to possession of the mortgaged property as provided for herein, mortgagor obligates himself, upon demand, to deliver possession of same to mortgagee at Dallas, Texas.

This instrument is executed in triplicate originals, and one of said originals is being delivered to mortgagor, the receipt of which is hereby acknowledged.

EXECUTED THIS 21th day of September, 1963

MORTGAGOR-PURCHASER: Windjammer Air Taxi, Inc.

ADDRESS: 6061 Collins Avenue, Miami Beach, Florida

Michael Burke Pres

WITNESS: [Signature]

MORTGAGEE-SELLER: Mercantile National Bank

ADDRESS: Dallas 22, Texas

STATE OF Florida

COUNTY OF Broward

PARISH OF

Before me, the undersigned authority, on this day personally appeared Windjammer Air Taxi, Inc. known to me to be the person (s) whose name (s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 25th day of September, 1963



My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES AUG. 25, 1967
BONDED THROUGH FRED W. DIESTELHORST

Sandra S. McCrane
Notary Public in and for

Broward County/Parish Florida State

1514 2583 8004002A

FORM FAA-500 (PART B) (8-59)

FEDERAL AVIATION AGENCY

APPLICATION FOR REGISTRATION 26-1

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form) WINDJAMMER AIR TAXI, INC. 203 Wilson Building 220 - 71st Street Miami Beach 41, Florida	REGISTRATION MARKS N-88U
	AIRCRAFT MAKE AND MODEL Grumman G-21A

CHECK WHETHER OWNERSHIP IS

CORPORATION
 PARTNERSHIP
 CO-OWNERSHIP
 INDIVIDUAL OWNER

SERIAL NO.

B-100

I HEREBY CERTIFY that the above-described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale, submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Washington, D. C.

WINDJAMMER AIR TAXI, INC.

SIGNATURE OF APPLICANT (IN INK)

[Handwritten Signature]
(If executed for co-ownership, all must sign)

November 26, 1962

TITLE President

DATE OF APPLICATION

If all the above statements are true and made in good faith, the aircraft described above may be operated, pending registration or notification from the Federal Aviation Agency, provided airworthiness requirements and applicable Civil Air Regulations are complied with.

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

FAA AIRCRAFT REGISTRY

CAMERA NO. 4 DATE: 11-22-85

26

OKLAHOMA CITY, OKLA.

NOV 33 10 44 AM '62

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

FORM FAA-800 (PART C) (8-59)

25-1

FEDERAL AVIATION AGENCY
BILL OF SALE

A 212528

For and in consideration of \$10,000 O.V.G.C., the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL

Grumman G-21A

DOC. RECORDED

SERIAL NO.

B-100

REGISTRATION MARKS

N-88U

Dec 10 2 18 PM '62

does this 26th day of November 1962 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

FEDERAL AVIATION AGENCY

(Name and address of purchaser—same as on Parts A and B of this form)

WINDJAMMER AIR TAXI, INC.

203 Wilson Building

220 - 71st Street

Miami Beach 41, Florida

and to its executors, administrators, and assigns, to have and to hold singularly said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except

TYPE OF ENCUMBRANCE	AMOUNT	DATE
Mortgage	18,500.00	11/26/62
IN FAVOR OF Warner H. Kimball <i>1420 N.E. 60th St Ft Lauderdale, Fla</i>		

In testimony whereof I have set my hand and seal this 26th day of November 1962

NAME OF SELLER

Warner H. Kimball
Warner H. Kimball

BY (SIGN IN INK)

(If executed for co-ownership, all must sign)

TITLE

(If signed for a corporation, partnership, owner, or agent)

ACKNOWLEDGMENT

of FLORIDA
County of DADE



On this 26th day of November 1962 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL) Notary Public State of Florida at Large
My Commission Expires Aug. 4, 1963
Bonded By American Fire & Casualty Co.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES

FORWARD THIS COPY TO WASHINGTON—Retain Duplicate Copy.

A 212528

25

ASIS 8

DOC RECORDED

DEC 10 5 38 PM '85

FEDERAL AVIATION AGENCY

OKLAHOMA CITY, OKLA.

NOV 33 10 44 AM '82

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

Ln

24-1

This form is only intended to be a suggested form of release which meets the recording requirements of the Federal Aviation Act of 1958 and the Regulations of the Administrator issued thereunder. In addition to these requirements, the form of release used by the mortgagee or assignee should be drafted in accordance with the pertinent provisions of the local statutes. If this release form meets the local statutes, you may use this copy. Copies of this form may be reproduced, if desired.

RELEASE

DOC. RECORDED

The undersigned is the true and lawful holder of the note or other evidence of indebtedness secured by mortgage on the following described aircraft:

Nov 15 1 29 PM '62

AIRCRAFT MAKE 1944 Gruman Goose G-21		FEDERAL AVIATION AGENCY
AIRCRAFT SERIAL NUMBER 100	FAA REGISTRATION NUMBER N88U	

The mortgage dated February 7, 1961, was executed by American Bahamian Air Service, Inc. (Mortgagor), to Manufacturers National Bank of Detroit (Mortgagee), and assigned to _____.

This mortgage was recorded by the Federal Aviation Agency on June 21, 1962 and was assigned document number 232325.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on October 3, 1962.

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

Manufacturers National Bank of Detroit
Name of Mortgagee or Assignee

Signature (In Ink) [Signature]
Title Vice President

ACKNOWLEDGMENT

State of Michigan on this 7th day of November 1962
County of Wayne before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.



(SEAL.)
ARTHUR L. MORRISON
Notary Public, Wayne County, Mich.
My Commission Expires Feb. 9, 1965
My commission expires _____

[Signature]
Notary public (In Ink)

24

A 510780

DOC. RECORDED

Nov 12 1 21 PM '85

FEDERAL AVIATION AGENCY

FEDERAL AVIATION
AGENCY AIRCRAFT
REGISTRATION BRANCH
NOV 9 4 02 PM '82
OKLAHOMA CITY, OKLA.

FORM FAA-500 (PART B) (6-59)

NOVEMBER 9 1962

Form Approved
Budget Bureau No. 41-R889.4

FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION 23-1

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form) Warner E. Kimball 1120 N.E. 60th Street Ft. Lauderdale, Florida	REGISTRATION MARKS N-88U
	AIRCRAFT MAKE AND MODEL Cessna G-21A

CHECK WHETHER OWNERSHIP IS

CORPORATION
 PARTNERSHIP
 CO-OWNERSHIP
 INDIVIDUAL OWNER

SERIAL NO.
B-100

I HEREBY CERTIFY that the above-described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Washington, D. C.

SIGNATURE OF APPLICANT (IN INK)

Warner E. Kimball
(If executed for co-ownership, all must sign)

Sept 29, 1962
DATE OF APPLICATION

TITLE

If all the above statements are true and made in good faith, the aircraft described above may be operated, pending registration or notification from the Federal Aviation Agency, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

FAA AIRCRAFT REGISTRY

CAMERA NO. 4 DATE: 11-22-85

23

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

OCT 29 9 05 AM '62

OKLAHOMA CITY, OKLA.

FORM FAA-800 (PART C) (8-59)

AW

22-1

FEDERAL AVIATION AGENCY
BILL OF SALE

A 209913

For and in consideration of \$1.00 & OVC the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL Grumman G-21A	
SERIAL NO. B-100	REGISTRATION MARKS N-88U

DOC. RECORDED

NOV 7 9 39 AM '62

does this 29th day of September 19 62 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

FEDERAL AVIATION AGENCY

(name and address of purchaser - same as on Parts A and B of this form)

Warner H. Kimball
1120 N.E. 60th Street
Ft. Lauderdale, Florida

and to his executors, administrators, and assigns, to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except

TYPE OF ENCUMBRANCE	AMOUNT	DATE
NONE		
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 29th day of September 19 62

NAME OF SELLER: A. C. Clewis, Jr.

BY (SIGN IN INK): *A. C. Clewis, Jr.*
(If executed for co-ownership, all must sign)

TITLE: OWNER
(If signed for a corporation, partnership, owner, or agent)

ACKNOWLEDGMENT

State of Florida
County of Broward

On this 29 day of Sept 19 62 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL) Notary Public, State of Florida at Large
My Commission Expires Feb. 12, 1965
Bonded by American Surety Co. of N. Y.

Sandra Lewis
NOTARY PUBLIC

MY COMMISSION EXPIRES
FORWARD THIS COPY TO WASHINGTON - Retain Duplicate Copy.

2117
REC'D
FEDERAL AVIATION AGENCY

21-1

FORM FAA-800 (PART A) (6-59)

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY
CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS	MAKE AND MODEL OF AIRCRAFT	AIRCRAFT SERIAL NO.
N - 88U	Gruman G-21A	E100
A. G. Clewis, Jr. NAME OF OWNER		THIS CERTIFICATE MUST BE CARRIED IN THE AIRCRAFT AT ALL TIMES
706 S. Davis Blvd. ADDRESS OF OWNER—NUMBER AND STREET		
Tampa CITY	Florida STATE	

It is hereby certified that the above described aircraft has been duly entered on the register of the Federal Aviation Agency, United States of America, in accordance with the Convention on International Civil Aviation dated 7 December 1944, and with the Federal Aviation Act of 1958 and regulations issued thereunder.

DATE OF ISSUE: Jan 17, 1962
FOR THE ADMINISTRATOR
Robert C. Finken
CHIEF, AIRCRAFT & AIRMAN RECORDS BRANCH
JAN 22 1962
F. C.
(OVER)

FAA AIRCRAFT REGISTRY

CAMERA NO. 4 DATE: 11-22-85

21

NON AFFIDARE TO STABILIZZAZIONE

FORM FAA-500 (PART B) (6-59)

FEDERAL AVIATION AGENCY
 APPLICATION FOR REGISTRATION 20-1

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form) A. C. Lewis, Jr. 706 S. Davis Blvd. Tampa, Florida	REGISTRATION MARKS N-88U
CHECK WHETHER OWNERSHIP IS <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CO-OWNERSHIP <input checked="" type="checkbox"/> INDIVIDUAL OWNER	AIRCRAFT MAKE AND MODEL Gruman Goose A-71B
I HEREBY CERTIFY that the above-described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 701(12) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Washington, D. C.	SERIAL NO. B100

SIGNATURE OF APPLICANT (IN INK) A. C. Lewis, Jr.
 (If executed for co-ownership, all must sign)
 TITLE owner

DATE OF APPLICATION 11-25-61

I certify that the above statements are true and made in good faith, the aircraft described above may be operated, pending registration or notification from the Federal Aviation Agency, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

FAA AIRCRAFT REGISTRY

CAMERA NO. 4 DATE: 11-22-85

20

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

JAN 2 12 31 PM '62

OKLAHOMA CITY, OKLA.

FORM FAA-800 (PART C) (6-59)

FEDERAL AVIATION AGENCY
BILL OF SALE

254346

19-1

For and in consideration of \$ 1.00 & OVC the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL

Gruman Goose

SERIAL NO.

B100

REGISTRATION MARKS

N-88U

REC. RECORDED

JAN 17 5 45 PM '62

does this 25 day of November 19 61 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

FEDERAL AVIATION AGENCY

(Name and address of purchaser—same as on Parts A and B of this form.)

A. C. Clewis, Jr.
706 S. Davis Blvd.
Tampa, Fla.

and to his executors, administrators, and assigns, to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except

TYPE OF ENCUMBRANCE	AMOUNT	DATE
IN FAVOR OF		

In testimony whereof _____ have set _____ hand and seal this _____ day of _____ 19 _____

NAME OF SELLER American Bahama Air Service, Inc.

BY (SIGN IN INK) A. C. Clewis, Jr.
(If executed for co-ownership, all must sign)
President

TITLE _____
(If signed for a corporation, partnership, owner, or agent)



ACKNOWLEDGMENT

State of Florida On this 25 day of November 19 61 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Notary Public State of Florida at Large
My Commission Expires Nov. 8, 1965
Wannell Little
NOTARY PUBLIC

MY COMMISSION EXPIRES _____
FORWARD THIS COPY TO WASHINGTON— Retain Duplicate Copy.

JAN 17 1962

19

3 2 4 3 2

0001 R 100

JAN 17 2 45 PM '62

FEDERAL AVIATION BOARD

OKLAHOMA CITY, OKLA.

JAN 2 12 31 PM '62

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

DUPLICATE ORIGINAL

AIRCRAFT CHATTEL MORTGAGE

23232-18-1

NOT AVAILABLE FOR RECORDING
DATE FEB 24 1961
BY [Signature]

THIS MORTGAGE, made the 7th day of February, 1961, by and between AMERICAN BAHAMIAN AIR SERVICE, INC. address 10 Florida Airpative Corp., Lentana, Fla. hereinafter called the Mortgagor, and Manufacturers National Bank of Detroit address 151 West Fort St., Detroit 26, Mich. hereinafter called the Mortgagee.

WITNESSETH, the Mortgagor, being justly indebted to the Mortgagee in the sum of Thirty-One Thousand Six Hundred Twenty-Four & 92/100 Dollars (\$31,624.92), as evidenced by Promissory Note of even date herewith made by the Mortgagor to the Mortgagee, and payable in 36 installments of \$878.47, all of which installments shall be payable on the 17th day of each month hereafter until fully paid, for the purpose of securing the payment of said note and the prompt and faithful performance of each agreement of the Mortgagor herein contained, does hereby grant, bargain, sell and mortgage to the Mortgagee, that certain aircraft described as follows:

AIRCRAFT					
New or Used	Year Mfnd.	Manufacturer of Aircraft	Model	Manufacturer's Serial Number	CAA Identification
Used	1944	Gruman	Goose G-21	#100 B-100	N 530 N 530
ENGINES					
Manufacturer		Model or Type	Motor or Serial Number	H. P.	
P & W		E985	5	450	

together with all equipment and accessories attached thereto or used in connection therewith, including the following: **RELEASE**

STATEMENT OF TRANSACTION

By Document No. A210980

- | | | | |
|-------------------------------|-----------|---------------------------------------|----|
| 1. Cash Price | \$ | 3. Unpaid Balance of Cash Price | \$ |
| Extra Equipment | \$ | 4. Cost of Insurance | \$ |
| Sales Tax | \$ | | |
| TOTAL CASH PRICE | \$ | | |
| 2. Cash Payment | \$ | 5. Principal Balance (Net) | \$ |
| Trade: Year _____ Make _____ | | 6. Time Payment Charge | \$ |
| | | 7. Time Balance | \$ |

TO HAVE AND TO HOLD the same unto the Mortgagee and to its successors and assigns, forever; provided, however, that if the Mortgagor shall pay or cause to be paid to the Mortgagee the sum above mentioned according to the terms and provisions of said promissory note, or according to the terms of any extensions or renewals thereof, in whole or in part, secured hereby, and shall keep and perform all and singular the terms, covenants and agreements herein contained, then this mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee, as follows:

- Said aircraft and property will be kept at the following address: Florida Airmotive, Inc., Corp., Lentana, Fla.
- The Mortgagor declares and warrants that he is the absolute owner of the legal and beneficial title to said aircraft and property hereby mortgaged and in possession thereof; that the same is free and clear of all encumbrances whatsoever thereon or on any part thereof, and that he will defend said aircraft and property to the Mortgagee against all claims and demands whatsoever.
- That he will not use or permit said aircraft to be used for any unlawful purpose; that he will register, use, operate, and control the same in accordance with all statutes, laws, ordinances and regulations relating to the registration, use, operation and control of said property.
- That he will keep said aircraft and property free of all taxes, liens and encumbrances, and will at his own expense keep the same in a suitable shelter and in first class condition and repair at all times; that he will not part with the possession of said property or remove the same from the state for any period in excess of ten (10) days without the written consent of the Mortgagee first obtained; and that he will exhibit said property to the Mortgagee upon demand.
- The Mortgagor agrees that until the obligations secured hereby shall have been paid in full, he, at his own cost and expense, will keep the mortgaged property insured against fire, theft, and total or partial destruction, and such additional hazards as may be mutually agreed upon by the Mortgagor and the Mortgagee, with insurers and in an amount approved by the Mortgagee, to protect the Mortgagee against loss, and the Mortgagor will deliver such policy or policies of insurance to the Mortgagee. The proceeds of any insurance, whether paid by reason of loss, damage, returned premium, or otherwise, shall be applied toward the replacement of the property or payment of the obligations secured hereby at the option of the Mortgagee, its successors and assigns. If the Mortgagor shall fail to procure, maintain or deliver such policy or policies of insurance to the Mortgagee, then the Mortgagee may procure and maintain such insurance and pay for the same at the cost and expense of the Mortgagor, and all sums advanced by the Mortgagee therefor, together with interest thereon at seven per cent (7%) per annum, shall also be secured by the lien of this mortgage.
- That if default be made in the payment of said Promissory Note or any extensions or renewals thereof, or if there is a breach of any covenant, condition or agreement herein, or if the mortgaged property, or any part thereof, be conveyed, damaged, or levied upon, or if the Mortgagor makes an assignment for the benefit of creditors, or if a proceeding in bankruptcy, receivership or insolvency be filed by or against the Mortgagor or his property or if the Mortgagee shall at any time feel insecure or fearful removal or waste of the mortgaged property, then said note and the whole amount secured hereby shall thereupon immediately become due and payable without notice, and the Mortgagee shall thereupon have the right, without notice or demand for payment or performance or for possession of the mortgaged property (same being hereby waived), with or without legal process, to enter any premises wherever said mortgaged property may be and take possession of and move the mortgaged property, and if less than fifty per cent (50%) of the indebtedness has been paid may retain the same as its own property forever without obligation to account to the Mortgagor and, otherwise or in any event, Mortgagee may sell the same at public auction upon giving ten (10) days' notice to the Mortgagor as provided by law, with or without having the property at the place of sale and upon such terms and in such manner as the Mortgagee may determine, and at any such sale the Mortgagee may become the purchaser. Out of the money arising from such sale the Mortgagee may retain all attorneys' fees, costs and charges for pursuing, searching for, taking, moving, keeping, storing, repairing, advertising, and selling such property, and the amount unpaid upon the obligations secured hereby, rendering the overplus arising from any such public sale to the Mortgagor. In the event said mortgaged property does not sell at public auction for a sum sufficient to satisfy the amount unpaid upon said obligations after deducting from the sale price such attorneys' fees, expenses, costs and charges, the Mortgagor agrees to pay such deficiency forthwith. The Mortgagor hereby waives all rights and causes of action which may at any time accrue to him on account of damage or injury to person or property suffered by him in or about preventing or hindering, or attempting to prevent or hinder, the Mortgagee from taking possession of the mortgaged property after default in any of the terms and conditions hereof, and hereby empowers the Mortgagee to take possession of any property not covered hereby which may be in or on the mortgaged property at the time of repossession thereof and hold any such property temporarily for the Mortgagor without any liability therefor.
- That all of the terms and conditions of this mortgage shall apply to and be binding upon the Mortgagor and the personal representatives, successors and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee, its successors and assigns.
- If more than one joins in the execution hereof as Mortgagor or either be of the feminine sex, or a corporation, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter, respectively.

Executed and delivered by the Mortgagor the day and year first above written.

Witnesses: Bruce R. Mayhew and Paul E. Gringie By Warner H. Kimball
Warner H. Kimball, Vice President and Treasurer
 STATE OF FLORIDA COUNTY OF DADE Palm Beach being duly

sworn, deposes and says, that he (1) **makes this Affidavit for** the Mortgagor named in the foregoing chattel mortgage; that he has knowledge of the facts and that the consideration of said instrument was actual and adequate, and that the same was given in good faith for the purposes therein set forth; deponent further says that the Mortgagor is the owner of the above described property and has good title thereto and that said property at the date hereof is unencumbered in any way or manner whatever and said mortgage is a valid and subsisting first lien thereon.

AMERICAN BAHAMIAN AIR SERVICE, INC.
 By Warner H. Kimball
 Subscribed and sworn to before me this 7th day of February, A. D. 1961
 Notary Public in and for the State of Florida County, Meigs
 My Commission Expires Oct. 22, 1961
 Witness: Clair M. Parsons and Mathis M. Parsons
 State of Fla. at Largo



7-50-142
777
AS00-11-15

CHattel MORTGAGE

18

Filed this _____ day of _____, 1961

at _____ o'clock _____ M., by me,
Register of Deeds.

of _____ (County),

State of Michigan and Numbered _____

and Indexed in Vol. _____ of the

Index of Chattel Mortgages.

(Register of Deeds)

**PARTNERSHIP OR
INDIVIDUAL ACKNOWLEDGMENT**

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }
On this _____ day of _____, 19____, before me

personally appeared _____, to me known to be the person(s) described in and who executed the foregoing chattel mortgage, and acknowledged that he (they) executed the same as his (their) free act and deed.

Notary Public

My commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS

On this 7th day of February, 1961 before me appeared Warner H. Kimball to me personally known, who, being by me duly sworn, did say that he is (~~the~~) Vice President and Treasurer of American-Bahamian Air Service, Inc.

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said Warner H. Kimball acknowledged the foregoing chattel mortgage to be the free act and deed of said corporation.
Given under my hand and official seal the day and year above written.

Elsie M. Parsons
Notary Public, State of Florida at Large Notary Public Elsie M. Parsons

My commission expires My Commission Expires Oct. 22, 1961

(SEAL)

ASSIGNMENT AND WARRANTY

For value received the undersigned Mortgagee hereby sells, assigns and transfer to

the within Chattel Mortgage and all right, title and interest of the Mortgagee therein and to the property therein described, together with the Note secured thereby, and all rights to enforce payment of the same out of said mortgaged property, or otherwise.

And the undersigned covenants with the assignee and warrants that a Bill of Sale of the property described in said Mortgage has been duly executed and delivered to the Mortgagee; that said Bill of Sale, Chattel Mortgage and Note are bona fide and executed by the person whose signature appears thereon, and said person was of legal age and competent to execute the instrument at the time of the execution thereof, that the Mortgagee is the owner and in possession of said property; that said Mortgage is a valid and subsisting first lien on the property described therein; that none of the provisions thereof have been waived or modified in any manner whatever; that there remains unpaid of the debt secured by said Mortgage the sum therein stated; and should any of these representations or warranties be false or should any claim for breach of warranty be made by the Mortgagee, then the undersigned agrees to pay to the assignee, on demand, the full unpaid balance of said Note.

Dated this _____ day of _____, 19____

By _____ (Firm Name)

(Official Title)

(Address of Dealer)

NOTE: If a corporation, signature must be in name of corporation by officer having authority from the Board of Directors to sign. If a partnership, by one of the partners.



FORM FAA-500 (PART A) (6-59)

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY
CERTIFICATE OF REGISTRATION

17-1

NATIONALITY AND REGISTRATION MARKS N-88U	MAKE AND MODEL OF AIRCRAFT Grumman C-21	AIRCRAFT SERIAL NO. B-100
---	--	------------------------------

American Bahamian Air Service, Inc.
NAME OF OWNER
2633 Lantana Road
ADDRESS OF OWNER—NUMBER AND STREET
Lantana, Florida
CITY ZONE STATE

THIS
CERTIFICATE
MUST BE
CARRIED IN
THE AIRCRAFT
AT ALL TIMES

It is hereby certified that the above described aircraft has been duly entered on the register of the Federal Aviation Agency, United States of America, in accordance with the Convention on International Civil Aviation dated 7 December 1944, and with the Federal Aviation Act of 1958, and regulations issued thereunder.

DATE OF ISSUE: 6/21/61

FOR THE ADMINISTRATOR
Robert C. Forbes ACU
CHIEF, AIRCRAFT & AIRMAN RECORDS BRANCH (OVER)

Forward This Copy and the Duplicate Copy to Washington.

FORM FAA-200 (PART A) (10-80)

UNITED STATES OF AMERICA
 FEDERAL AVIATION AGENCY
 CERTIFICATE OF REGISTRATION

AIRCRAFT REGISTRATION NO. N-100	TYPE AND MODEL OF AIRCRAFT Cessna 441	NATIONALLY AND INTERNATIONALLY REGISTRATION MARKS N-100
THIS CERTIFICATE MUST BE CARRIED IN THE AIRCRAFT AT ALL TIMES	NAME OF OWNER JOHN L. SMITH ADDRESS OF OWNER—NUMBER AND STREET 1234 MAIN ST. CITY STATE	
I hereby certify that the above described aircraft has been lawfully entered on the records of the Federal Aviation Agency, United States of America, in accordance with the provisions of the National Civil Aviation Act of 1958, and with the Federal Aviation Regulations of 1965, and with the Federal Aviation Regulations issued thereunder.		
FOR THE ADMINISTRATOR [Signature]		DATE OF ISSUE 11/22/85

Printed in the U.S.A. and the Republics of the Americas

FORM FAA-500 (PART B) (6-59)

FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION 16-1

AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form) American Bahamian Air Service, Inc. 2633 Lantana Road Lantana, Florida	REGISTRATION MARKS N-88U
CHECK WHETHER OWNERSHIP IS <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CO-OWNERSHIP <input type="checkbox"/> INDIVIDUAL OWNER	AIRCRAFT MAKE AND MODEL Grumman (Goose) G-21
SERIAL NO. SB-100	

I HEREBY CERTIFY that the above-described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Washington, D. C.

American Bahamian Air Service, Inc.

SIGNATURE OF APPLICANT (IN INK) *Henry D. Rosen*
(If executed for co-ownership, all must sign)

3-23-61
DATE OF APPLICATION

Secretary
TITLE

SEAL

I certify the above statements are true and made in good faith, the aircraft described above may be operated, pending registration or notification from the Federal Aviation Agency, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

FORWARD THIS COPY TO WASHINGTON - Retain Duplicate Copy.

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 11-22-85

16

OKLAHOMA CITY, OKLA.

MAY 26 2 53 PM '81

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

FORM ACA-500 (PART C) (7-58)

U. S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

For, and in consideration of \$1.00 & OVC the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL		DOC. RECORDED
Grumman Goose R985 G-21		11 27 AM '61
SERIAL NO.	REGISTRATION MARKS	FEDERAL AVIATION AGENCY
GB-100	N-88-U	

does this 15th day of March 19 61 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

(Name and address of purchaser - same as on Parts A and B of this form)
 American Bahamian Air Service, Inc.

Lantana, Florida

and to Its executors, administrators, and assigns, to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except

TYPE OF ENCUMBRANCE	AMOUNT	DATE
Chattel Mortgage	\$31,624.92	Feb. 7, 1961
IN FAVOR OF		
Manufacturer's National Bank, Detroit, Michigan		

In testimony whereof I have set My hand and seal this 15th day of March 19 61

NAME OF SELLER Fleet Rental Company

BY (SIGN IN INK) *W. P. Schwartz*
 Executed for co-ownership, all must sign
 President

TITLE (If signed for a corporation, partnership, owner, or agent)



ACKNOWLEDGMENT

State of West Virginia On this 15 day of March 19 61 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

MY COMMISSION EXPIRES

Nov. 22, 1967

NOTARY PUBLIC

Paul E. Prouty

FORWARD THIS COPY TO WASHINGTON: Retain Duplicate Copy.

2324
 15-1
 JUN 27 11 27 AM '61

15

7-15-85

105

AIRCRAFT AND AIRMEN
 RECORDS BRANCH
 FAA BRANCH I
 NOV 26 1985 2 53 PM '85
 OKLAHOMA CITY, OKLA.

FORM FAA-500 (PART A) (6-58)

UNITED STATES OF AMERICA
 FEDERAL AVIATION AGENCY
CERTIFICATE OF REGISTRATION

14-1

NATIONALITY AND REGISTRATION MARKS N- 880	MAKE AND MODEL OF AIRCRAFT Grumman G-21A	AIRCRAFT SERIAL NO. B-100
NAME OF OWNER Fleet Rental Company <hr/> NAME OF OWNER P.O. Box 918 <hr/> ADDRESS OF OWNER—NUMBER AND STREET Clarksburg West Virginia CITY ZONE STATE		THIS CERTIFICATE MUST BE CARRIED IN THE AIRCRAFT AT ALL TIMES

It is hereby certified that the above described aircraft has been duly entered on the register of the Federal Aviation Agency, United States of America, in accordance with the Convention on International Civil Aviation dated 7 December 1944, and with the Federal Aviation Act of 1958, and regulations issued thereunder.

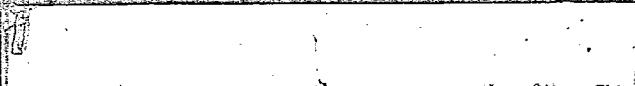
DATE OF ISSUE:

August 13, 1960

FOR THE ADMINISTRATOR
Robert P. Forbes
 CHIEF AIRCRAFT & AIRMAN RECORDS BRANCH

acw
 8-23-60
[Signature]

(OVER)



14
CERTIFICATE OF REGISTRATION
FEDERAL AVIATION ADMINISTRATION
UNITED STATES OF AMERICA

FAA Form 8030-1 (Rev. 1-1-80) Certificate of Registration. The form contains fields for aircraft identification, owner information, and registration details. The text is mostly illegible due to the quality of the scan, but the structure of the form is visible.



FORM ACA-500 (PART B) (3-56)

U. S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

13-1

APPLICATION FOR REGISTRATION

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form) Fleet Rental Company P. O. Box 948 Clarksburg, West Virginia		REGISTRATION NO. N- 88U
CHECK WHETHER OWNERSHIP IS <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CO-OWNERSHIP <input type="checkbox"/> INDIVIDUAL OWNER		AIRCRAFT MAKE AND MODEL Grumman Goose <i>G-21A (MS)</i>
I HEREBY CERTIFY that the above described aircraft is not registered under the laws of any foreign country; that the owner whose name(s) appear hereon as the applicant is (are) a citizen of the United States as defined in Section I (23) of the Civil Aeronautics Act of 1938; and that both copies of Part A and a copy of Part B of Form ACA-500 and legal evidence of ownership were forwarded to the Civil Aeronautics Administration, Washington, D. C.		SERIAL NO. S-B100 B-100
SIGNATURE OF APPLICANT (IN INK) <i>W. H. Schwoeth</i>		TITLE <i>President</i>
DATE OF APPLICATION		
If the above statements are true and made in good faith, the aircraft described above may be operated, pending registration or notification from the Civil Aeronautics Administration, provided airworthiness requirements of applicable Civil Air Regulations are complied with.		

FORWARD THIS COPY TO WASHINGTON - Retain Duplicate Copy.

13

888

WASHINGTON, D.C.

WASHINGTON, D.C.

AUG 1 8 34 AM '60

FAA

AIRCRAFT AND AIRMEN
RECORDS BRANCH

FORM FAA-500 (PART C) (6-59)

FEDERAL AVIATION AGENCY
BILL OF SALE

12-1
200355
net

For and in consideration of \$10.00 & OVC the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL

Grumman Goose

SERIAL NO.

S-B100

REGISTRATION MARKS

N-88U

DOG. RECORDED
AUG 13 10 07 AM '60
FEDERAL AVIATION AGENCY

does this 14th day of July 1960 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

(Name and address of purchaser—same as on Parts A and B of this form)

Fleet Rental Company
P. O. Box 948
Clarksburg, West Virginia

and to its executors, administrators, and assigns, to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except

TYPE OF ENCUMBRANCE	AMOUNT	DATE
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 14th day of July 1960

NAME OF SELLER

Joe Speidel III

BY (SIGN IN INK)

[Handwritten Signature]
(If executed for co-ownership, all must sign.)

TITLE

Owner



ACKNOWLEDGMENT

State of Florida

County of Broward

On this 14th day of July 1960 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Notary Public, State of Florida at Large
Commission Expires Sept. 21, 1963

[Handwritten Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES
FORWARD THIS COPY TO WASHINGTON— Retain Duplicate Copy.

12

FEDERAL BUREAU OF INVESTIGATION
DEPARTMENT OF JUSTICE

FOR THE PURPOSES OF THIS INVESTIGATION, THE FOLLOWING INFORMATION IS BEING FURNISHED TO YOU:

NAME OF PERSON OR ENTITY: **Granger Coops**
ADDRESS: **11111 11111**
CITY: **11111** STATE: **11111** ZIP: **11111**

DATE OF BIRTH: **11-11-11**

PLACE OF BIRTH: **Electrical Company**
11111 11111
11111 11111

EDUCATION: **11111**

EMPLOYMENT: **11111**

RESIDENCE: **11111**

DATE OF DEATH: **11-11-11**

CAUSE OF DEATH: **11111**

PLACE OF DEATH: **WASHINGTON, D.C.**

DATE OF DEATH: **Aug 18 34 AM '60**

FAA
RECORDS BRANCH
AIRCRAFT AND MACHINERY

FORM ACA-500 (PART A) (3-56)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION
CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS	MAKE AND MODEL OF AIRCRAFT	AIRCRAFT SERIAL NO.
N 88U	Grumman G-21A	B-100

Joe Speidel, III

NAME OF OWNER

R. F. D. #1

ADDRESS OF OWNER—NUMBER AND STREET

Wheeling, West Virginia

CITY

ZONE

STATE

It is hereby certified that the above described aircraft has been duly entered on the register of the Civil Aeronautics Administration, Department of Commerce, United States of America, in accordance with the Convention of International Civil Aviation dated 7 December 1944, and with the Civil Aeronautics Act of 1938, as amended, and regulations issued thereunder.

DATE OF ISSUE:

FOR THE ADMINISTRATOR OF CIVIL AERONAUTICS

October 27, 1958 md

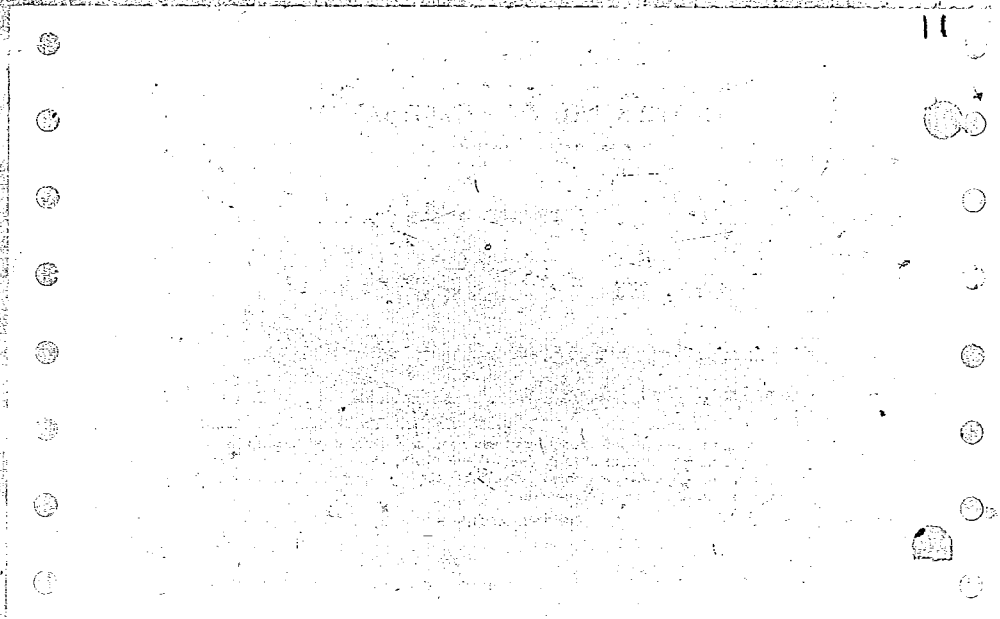
Robert E. Forbes
CHIEF, AIRCRAFT & AIRMAN RECORDS BRANCH

(OVER)

accy
10/29/58

FAA AIRCRAFT REGISTRY

CAMERA NO. 4 DATE: 11-22-85



FORM ACA-500 (5-48) PART B

DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION APPLICATION FOR REGISTRATION

1. REGISTRATION NO.

2. NAME OF APPLICANT

Joe Speidel III

4. AIRCRAFT MAKE

Grumman G-21A

3. ADDRESS (Number, street, city, zone, and State)

R. F. D. #4, Wheeling, W. Virginia

SERIAL NO.

B-100

5. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, AIRCRAFT RECORDS SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON, 25, D. C. ON

19 THAT THE ABOVE DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1930.

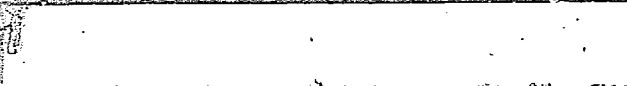
SIGNATURE OF APPLICANT (IN INK)

Joe Speidel III
 RECEIVED
 NOV 28 1985

TITLE

1. THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH. THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART B) MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.

FORWARD TO WASHINGTON



10

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
APPLICATION FOR REGISTRATION

NAME OF APPLICANT: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____

TYPE OF AIRCRAFT: _____
REGISTRATION NUMBER: _____

DATE OF REGISTRATION: _____

RECEIVED
SEP 29 1 39 PM '58
ADMIN. & RECORDS BRANCH
W-240

RETURN TO APPLICANT

FORM ACA-500 (5-48)

DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION

PART C

BILL OF SALE 59649-1

FOR AND IN CONSIDERATION OF \$ 10.00 and other THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE Grumman G-21A SERIAL NO. B-100 N-88U

DOC RECORDED

DOES THIS 16th DAY OF September 1985 HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER Joe Speidel III CIVIL AERONAUTICS ADMINISTRATION ADDRESS OF PURCHASER (Number, street, city, zone, and State) R. F. D. #4, Wheeling, West Virginia

AND TO his EXECUTORS, ADMINISTRATORS, AND ASSIGNS, TO HAVE AND TO HOLD SINGULARLY, THE SAID AIRCRAFT FOREVER, AND CERTIFIES THAT SAME IS NOT SUBJECT TO ANY MORTGAGE OR OTHER ENCUMBRANCE EXCEPT:

TYPE OF ENCUMBRANCE None AMOUNT DATE

IN FAVOR OF

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS 16th DAY OF September 1985

NAME OF SELLER KEYSTONE HELICOPTER CORPORATION

BY (Signature in ink) Peter M. Fetterolf Vice President

ACKNOWLEDGMENT

STATE OF Pennsylvania COUNTY OF Philadelphia

ON THIS 16th DAY OF September 1985 BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED, GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC MY COMMISSION EXPIRES Elizabeth M. Harris 1/15/87

READ INSTRUCTIONS AT RIGHT CAREFULLY

FORWARD TO WASHINGTON

SEP 25 1985

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REC - A

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RECEIVED SEP 22 1985

UNIT OF 28 2 8 4

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CIVIL AVIATION
ADMINISTRATION

211-3220

851157

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SEP 29 1 39 PM '88
ADMIN & RECORDS BRANCH
M-240

85934

FORM ACA-800 (PART C) (3-56)

U. S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE 859638-1

For and in consideration of \$ 1,000 and other considerations the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

DOC. RECORDED

AIRCRAFT MAKE AND MODEL

Grumman JRF -6

SERIAL NO.

B-100

REGISTRATION MARK

NBBU

OCT 27

12 00 PM '58

does this 15 day of September 1958 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

CIVIL AERONAUTICS ADMINISTRATION

(Name and address of purchaser same as on Part A and B of this form)

Keystone Helicopter Corporation
Land Title Building
Philadelphia, Penn.

and to their executors, administrators, and assigns, to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except

TYPE OF ENCUMBRANCE	AMOUNT	DATE
---	---	---
IN FAVOR OF		
---	---	---

In testimony whereof we have set our hand and seal this 15th day of September 1958

NAME OF SELLER Remmert-Werner of Florida, Inc.

BY (SIGN IN INK) [Signature]
(If executed for co-ownership, all must sign)

TITLE President
(If signed for a corporation, partnership, owner, or agent)

ACKNOWLEDGMENT

State of Missouri County of St. Louis
On this 15th day of September 1958 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

NOTARY PUBLIC

[Signature]

COMMISSION EXPIRES 5-4-59

FORWARD THIS COPY TO WASHINGTON: Retain Duplicate Copy.

8

8 2 2 6

other considerations

1.00 and

DOC RECORDED

STANDARD JRF-2

OCT 17 12 00 PM '58

1958

B-100

September

ADMINISTRATION

Kavanaugh Helicopter Corporation
and Title Building
Philadelphia, Penn.

Remmert-Werner of Florida, Inc.
September 28 1958

President

RECEIVED
SEP 28 1 39 PM '58
ADMIN. & REG. BRANCH

7-1

FORM ACA-500 (PART A) (3-56)

UNITED STATES OF AMERICA
 DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION
CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS N-88U	MAKE AND MODEL OF AIRCRAFT Grumman JRF-6	AIRCRAFT SERIAL NO. B-100
NAME OF OWNER Remmert-Werner of Florida, Inc.		
ADDRESS OF OWNER—NUMBER AND STREET Pompano Beach Airport		
CITY Pompano Beach	ZONE -	STATE Florida

It is hereby certified that the above described aircraft has been duly entered on the register of the Civil Aeronautics Administration, Department of Commerce, United States of America, in accordance with the Convention on International Civil Aviation dated 7 December 1944, and with the Civil Aeronautics Act of 1938, as amended, and regulations thereunder.

DATE OF ISSUE:
DEC 20 1957

FOR THE ADMINISTRATOR OF CIVIL AERONAUTICS
Robert C. Forbes
 CHIEF, ADMINISTRATIVE & RECORDS BRANCH

Forward This Copy and the Duplicate Copy to Washington.

FORM AEA-203 (REV. 11-23-77)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION
CERTIFICATE OF REGISTRATION

REGISTRATION AND AIRCRAFT IDENTIFICATION NUMBER: N-111111
NAME AND ADDRESS OF AIRCRAFT OWNER: [Illegible]

NAME OF OWNER: [Illegible]
ADDRESS OF OWNER: [Illegible]
CITY: [Illegible]

It is hereby certified that the above described aircraft has been duly entered on the register of the Civil Aeronautics Administration, Department of Commerce, United States of America, in accordance with the Convention on International Civil Aviation, signed at Montreal, December 7, 1944, and with the Civil Aeronautics Act of 1938, as amended, and with the regulations thereunder.

FOR THE ADMINISTRATOR, DEPARTMENT OF COMMERCE:
[Signature]
DATE: 11 22 1985

Send this copy and the duplicate copy to Washington.

FORM ACA-500 (PART B) (3-56)

U. S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form)	REGISTRATION NO.
Remmert-Werner of Florida, Inc. Pompano Beach Airport Pompano Beach, Florida	N-88U
	AIRCRAFT MAKE AND MODEL
	Grumman JRF-6

CHECK WHETHER OWNERSHIP IS	SERIAL NO.
<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CO-OWNERSHIP <input type="checkbox"/> INDIVIDUAL OWNER	B-100

I HEREBY CERTIFY that the above described aircraft is not registered under the laws of any foreign country; that the owner whose name(s) appear hereon as the applicant is (are) a citizen of the United States as defined in Section I (13) of the Civil Aeronautics Act of 1938; and that both copies of Part A and a copy of Part B of Form ACA-500 and legal evidence of ownership were forwarded to the Civil Aeronautics Administration, Washington, D. C.

SIGNATURE OF APPLICANT (IN INK) *[Signature]*
(If executed for co-ownership, all must sign)

Dec. 9, 1957
DATE OF APPLICATION
TITLE President

If the above statements are true and made in good faith, the aircraft described above may be operated, pending registration or notification from the Civil Aeronautics Administration, provided airworthiness requirements or applicable Civil Air Regulations are complied with.

FORWARD THIS COPY TO WASHINGTON - Retain Duplicate Copy.

APPLICATION FOR RECORDS

Department of Florida
Tallahassee, Florida

ADMIN. & RECORDS BRANCH
W-240

DEC 17 4 26 PM '85

RECEIVED

DEC 17 1985

FORM ACA-500 (PART C) (3-56)

U. S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

other considerations

For and in consideration of \$1.00 and the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

DOC. RECORDED

AIRCRAFT MAKE AND MODEL

Grumman JRF-6

SERIAL NO.

B-100

REGISTRATION MARK

N88U

DEC 20 3 49 PM '57

does this 9th day of December 19 57 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

CIVIL AERONAUTICS ADMINISTRATION

(Name and address of purchaser—same as on Parts A and B of this form)

Remmert-Werner of Florida, Inc.
Pompano Beach Airport
Pompano Beach, Florida

DEC-17

and to their executors, administrators, and assigns, to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except

TYPE OF ENCUMBRANCE	AMOUNT	DATE
none	-----	-----
IN FAVOR OF	-----	-----

In testimony whereof we have set our hand and seal this 9th day of December 19 57

NAME OF SELLER Beldex Corporation

BY (SIGN IN INK) *Wm. F. Remmert* Wm. F. Remmert

TITLE President (If signed for a corporation, partnership, owner, or agent)



ACKNOWLEDGMENT

State of Florida On this 9 day of December 1957 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, in said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

NOTARY PUBLIC

MY COMMISSION EXPIRES
Notary Public, State of Florida at large
My commission expires Jan. 30, 1961.
Bonded by American Surety Co. of N. Y.

FORWARD THIS COPY TO WASHINGTON - Retain Duplicate Copy.

5

3 2 8 1 8

BILL OF SALE

Other considerations

DO NOT RECORD

Grumman JRF-6

B-100 N88U

December 1957

Raymond-Werner of Florida, Inc.
Pompano Beach Airport
Pompano Beach, Florida

to their

None

December 1957

Baldor Corporation

President

ADMIN. & RECORDS BRANCH

Dec 17 4 26 PM '57

RECEIVED

FORM ACA-500 (PART A) (3-56) DUPLICATE: 2/27/57 4-1

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS N 83U	MAKE AND MODEL OF AIRCRAFT Grumman Goose JRF-6	AIRCRAFT SERIAL NO. B-100
---	--	-------------------------------------

Beldex Corporation
NAME OF OWNER
Lambert Field
ADDRESS OF OWNER—NUMBER AND STREET
St. Louis 21, Missouri
CITY ZONE STATE

It is hereby certified that the above described aircraft has been duly entered on the register of the Civil Aeronautics Administration, Department of Commerce, United States of America, in accordance with the Convention of International Civil Aviation dated 7 December 1944, and with the Civil Aeronautics Act of 1938, as amended, and regulations issued thereunder.

DATE OF ISSUE: **December 3, 1956** *trw* **Carroll D. Heath** FOR THE ADMINISTRATOR OF CIVIL AERONAUTICS
CHIEF, ADMIN. & RECORDS BR.

Forward This Copy and the Duplicate Copy to Washington.

acc 3-1-7 NW (OVER)

FAA AIRCRAFT REGISTRY

CAMERA NO. 4 DATE: 11-22-85

4



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3-1

FORM ACA-500 (PART A) (3-56)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION
CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS	MAKE AND MODEL OF AIRCRAFT	AIRCRAFT SERIAL NO.
N-88U	Grumman Goose JRF-6	B-100

Beldex Corporation

NAME OF OWNER

Lambert Field

ADDRESS OF OWNER—NUMBER AND STREET

St. Louis 21, Missouri

CITY

ZONE

STATE

It is hereby certified that the above described aircraft has been duly entered on the register of the Civil Aeronautics Administration, Department of Commerce, United States of America, in accordance with the Convention on International Civil Aviation dated 7 December 1944, and with the Civil Aeronautics Act of 1938, as amended, and regulations issued thereunder.

DATE OF ISSUE:

DEC 3 - 1958

FOR THE ADMINISTRATOR OF CIVIL AERONAUTICS
Carroll D. Jelen CHIEF, ADMIN. & RECORDS BR.

Forward This Copy and the Duplicate Copy to Washington.

12-6-6

FORM ACA-500 (PART B) (3-56)

U. S. DEPARTMENT OF COMMERCE — CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION 2-1

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form)		REGISTRATION NO.
Beldex Corporation Lambert Field Saint Louis 21, Missouri		N- 88U
CHECK WHETHER OWNERSHIP IS <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CO-OWNERSHIP <input type="checkbox"/> INDIVIDUAL OWNER		AIRCRAFT MAKE AND MODEL Grumman Goose JRF-6
I HEREBY CERTIFY that the above described aircraft is not registered under the laws of any foreign country; that the owner whose name(s) appear hereon as the applicant is (are) a citizen of the United States as defined in Section I (13) of the Civil Aeronautics Act of 1938; and that both copies of Part A and a copy of Part B of Form ACA-500 and legal evidence of ownership were forwarded to the Civil Aeronautics Administration, Washington, D. C.		SERIAL NO. B-100
SIGNATURE OF APPLICANT (IN INK) 11/16/56	 (If applicant for co-ownership, all must sign)	TITLE
DATE OF APPLICATION		
If the above statements are true and made in good faith, the aircraft described above may be operated, pending registration or notification from the Civil Aeronautics Administration, provided airworthiness requirements of applicable Civil Air Regulations are complied with.		

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

2

APPLICATION FOR REGISTRATION

Balboa Corporation

Lawrence Field

Saint Louis 21, Missouri

STANDARD GOOSE

JRF-8

B-100

ADMN. & RECORDS BRANCH
W-300

NOV 26 2 06 PM '85

RECEIVED

FORM ACA-500
(5-48)
PART C

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
BILL OF SALE

1-1

FOR AND IN CONSIDERATION OF \$ 22,222.22 THE UNDERSIGNED OWNER OF THE FULL
LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE Gruman goose SERIAL NO. B-100 CAA REGISTRATION NO. 827575
JRF-6

DOES THIS 29 DAY OF October 19 56
HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE, AND INTEREST IN AND TO SUCH AIR-
CRAFT UNTO:

NAME OF PURCHASER Beldex Corp 827575

ADDRESS OF PURCHASER (Number, street, city, zone, and State)
Lambert Field
St. Louis, Mo

AND TO his EXECUTORS, ADMINISTRATORS, AND ASSIGNS, TO HAVE AND TO HOLD
SAY EARLY, THE SAID AIRCRAFT FOREVER, AND CERTIFIES THAT SAME IS NOT SUBJECT TO ANY MORTGAGE OR
ENCUMBRANCE EXCEPT:

TYPE OF ENCUMBRANCE	AMOUNT	DATE
<u>none</u>		

IN FAVOR OF

IN TESTIMONY WHEREOF _____ HAVE SET _____ HAND AND SEAL

THIS _____ DAY OF _____ 19 _____

NAME OF SELLER

U.S. Naval Air Station, North Island, San Diego, Calif.

BY (Signature in ink) J. C. Annaloro
J. C. ANNALORO

TITLE (If signed on behalf of a Corporation or Partnership or signed by an Agent)
Contracting Officer

ACKNOWLEDGMENT

STATE OF California
COUNTY OF San Diego

ON THIS 29th DAY OF October 19 56
BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN
TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF
SALE AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND
DEED, GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE
WRITTEN.

NOTARY PUBLIC J. Martin MY COMMISSION EXPIRES September 19, 1960

READ INSTRUCTIONS AT RIGHT CAREFULLY

FORWARD TO WASHINGTON

NOV 23 5 21 59 31 B
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REC'D
WASHINGTON, D.C.
3 25 PM '56
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5 02 PM '56

