

PRIVACY ACT STATEMENT

OMB Control Number 2120-0042 Expires 09/30/2020

PRA Public Burden Statement: A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0042. Public reporting for this collection of information is estimated to be approximately 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required to retain aircraft registration in accordance with 14 CFR Part 47. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

DEPARTMENT OF TRANSPORTATION - FED AIRCRAFT REGISTRATION RE					FAILURE TO RENEW REGISTF RESULT IN CANCELLATION OF F AND REGISTRATION NUMBER (See 14 C.F.R. §§ 47.15(i), 47.4	REGISTRATION ASSIGNMENT
AIRCRAFT REGISTRATION NUMBER N 95467		SERIAL I	NUMBER			
MANUFACTURER		MODEL			A	
Grumman		G21A		,		
DATE OF ISSUANCE 01/24/2012	01/31/2021	RATION			TYPE OF REGISTRATION co-owned	
ENTER REGISTERED OWNER(S) & ADDI	RESS FROM FA	A FILE			HELPFUL INFORMATION	
(Owner 1) Pemberton, Addison J					craft Registration File Informat	ion for this aircraft
(Owner 2) Pemberton, Wendra M			at: <u>ht</u>	tp://r	egistry.faa.gov/aircraftinquiry.	
Note: Enter any additional owner names on page tw	10.		1		nay be obtained	
(Address) 5302 N Vista Ct					age: http://registry.faa.gov/renev	
(Address)			by e-ma		faa.aircraft.registry@faa.go e at:: (866) 762 - 9434 (toll free), or (4	
City Spokane State	WA Zip 99212				, , ,	•
Country USA					g fees, please use a check or money one Federal Aviation Administration.	order made
Physical Address: Required when mailing address (Address)		ail drop.	Signatui - Individu - Partner	ıal	d Title Requirements for Common owner must sign, title would b general partner signs showing	e "owner".
(Address)				•	title.	general partitor as
City State _			- Corpora		corporate officer or manager s ility Co authorized member, manager,	
Country			- Co-owr		the LLC organization documer each co-owner must sign; sho	nt signs, showing full title.
TO RENEW REGISTRATION: REVIEW airco SELECT the appropriate statement, ENTER any spaces below, SIGN, DATE, & SEND form with the FAA Aircraft Registry, PO Box 25504, Oklahoma by courier to: 6425 S Denning Rm 118, Oklahoma	change in address he \$5 renewal fee to a City OK 73125-0 na City OK 73169	s in the to the: 0504, or 0-6937	To corre	l sign ct er	authorized person must sign a natures must be in ink, or other permetries: Draw a single line through erroce, or complete the form on-line. An apentry is covered by correction tape or s	nanent media. r. Make correct entry in oplication form will be
I (WE) CERTIFY, THE NAME(S) AND ADDRES FOR THE OWNER(S) OF THIS AIRCRAFT AF MEETS CITIZENSHIP REQUIREMENTS OF 1 NOT REGISTERED UNDER THE LAWS OF A UPDATE THE MAILING / PHYSICAL ADDRES I (WE) CERTIFY THE: NAME(S) SHOWN ABO THIS AIRCRAFT IS CORRECT, OWNERSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAF UNDER THE LAWS OF ANY FOREIGN COUN	RE CORRECT, OWN 4 CFR §47.3, AIRCI NY FOREIGN COUI SS AS SHOWN BEL DVE FOR THE OWN MEETS THE CITIZ FT IS NOT REGISTI	NERSHIP RAFT IS NTRY. OW. IER(S) OF ENSHIP	CHECK A this form PO Bo 6425 S	All ap with ox 25 S Der	L THE REGISTRATION FOR THe policiable block(s) below, COMPLETE any fees to the: FAA Aircraft Regist 504, Oklahoma City, OK, 73125-050 nning Rm. 118, Oklahoma City OK ELLATION OF REGISTRATION IS FE AIRCRAFT WAS SOLD TO: ow purchaser's name and address.)	, <u>SIGN</u> , <u>DATE & MAIL</u> ry,)4, or by courier to: 73169-6937
NEW MAILING ADDRESS				(0	ov paranasar a name and addresser,	
					20247072	1031
					\$5.00 09/03/20	150
] THI	E AIRCRAFT IS DESTROYED OR S	SCRAPPED.
NEW PHYSICAL ADDRESS: complete if physic the new mailing address is a PO Box or Mai		anged, or] тні	E AIRCRAFT WAS EXPORTED TO	:
]]PL	HER, Specify EASE RESERVE N-NUMBER IN THE DADDRESS. The \$10 reservation f	
	NTED NAME OF SIG	_ ,	equired field) T	ITLE (required field)	DATE
/ Webs les	Addison 9	embor	tonl		CO- SWNER	8-18-20
SIGNATURE OF OWNER 2 PRI	NTED NAME OF SIG	NER			ITLE	DATE
Wender Pemberton 1	Nendra Pe	m bert	on _		CO-BUNER	8-18-20

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which is a first constant of the $x_1, \dots, x_n \in \mathbb{N}$. The first constant $x_1, \dots, x_n \in \mathbb{N}$

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 ADMINISTRA AIRCRAFT REGISTRATION NUMBER SERIAL				·	FAILURE TO RENEW REGISTRA RESULT IN CANCELLATION OF R AND REGISTRATION NUMBER A (See 14 C.F.R. §§ 47.15(i), 47.40	EGISTRATION ASSIGNMENT
AIRCRAFT REGISTRATION NUMBER		SERIAL N	UMBER			Ü
N 95467 MANUFACTURER		1161 MODE L				
Grumman		G21A				
DATE OF ISSUANCE	DATE OF EXPIRA				TYPE OF REGISTRATION	
01-24-2012	01-31-2108				co-owned	
ENTER REGISTERED OWNER(S) & ADDR	RESS FROM FAA	A FILE			HELPFUL INFORMATION	
(Owner 1) Pemberton.Addison J			Review	Airo	craft Registration File Informati	on for this aircraft
(Owner 2) Pemberton, Wendra M			at: <u>nt</u>	(D://r	egistry.faa.gov/aircraftinquiry.	
Note: Enter any additional owner names on page tw	'0 .				nay be obtained	
(Address) 5302 N Vista Ct					age: <a href="http://registry.faa.gov/renewfaa.aircraft.registry@faa.gov/faa.gov/renewfaa.aircraft.registry@faa.gov/renewfaa.gov/renewfaa.gov/renewfaa.aircraft.registry@faa.gov/renewfaa.g</td><td></td></tr><tr><td>(Address)</td><td></td><td></td><td>by e-ma</td><td></td><td>e at:: (866) 762 - 9434 (toll free), or (40</td><td>, or
5) 954 - 3116</td></tr><tr><td>City Spokane State</td><td>NA Zip <u>99212</u></td><td></td><td></td><td></td><td></td><td>· ·</td></tr><tr><td>Country</td><td>.</td><td></td><td></td><td></td><td>g fees, please use a check or money or
ne Federal Aviation Administration.</td><td>der made</td></tr><tr><td>Physical Address: Required when mailing address (Address)</td><td></td><td>•</td><td>- Individu</td><td>ıal</td><td>d Title Requirements for Common
owner must sign, title would be</td><td>" owner".<="" td="">	
(Address)			- Partner	snip	general partner signs showing " title.	general partner as
City State _	Zip		- Corpora		corporate officer or manager sig	
Country			- Limited	Liabi	ility Co authorized member, manager, of the LLC organization document	
TO RENEW REGISTRATION: REVIEW airco SELECT the appropriate statement, ENTER any spaces below, SIGN, DATE, & SEND form with the FAA Aircraft Registry, PO Box 25504, Oklahoma by courier to: 6425 S Denning Rm 118, Oklahoma	change in address ne \$5 renewal fee to a City OK 73125-0	in the o the: 504, or	To corre	ment I sigr ect er	each co-owner must sign; show	ving "co-owner" as title. Id show their full title. Id anent media. Make correct entry in oblication form will be
I (WE) CERTIFY, THE NAME(S) AND ADDRESS FOR THE OWNER(S) OF THIS AIRCRAFT ARMETS CITIZENSHIP REQUIREMENTS OF 1 NOT REGISTERED UNDER THE LAWS OF AS UPDATE THE MAILING / PHYSICAL ADDRESS I (WE) CERTIFY THE: NAME(S) SHOWN ABOUTHIS AIRCRAFT IS CORRECT, OWNERSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT UNDER THE LAWS OF ANY FOREIGN COUNTY	E CORRECT, OWN 4 CFR §47.3, AIRCR NY FOREIGN COUN S AS SHOWN BELC VE FOR THE OWN MEETS THE CITIZE FT IS NOT REGISTE	ERSHIP RAFT IS NTRY. DW. ER(S) OF ENSHIP	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 CANCELLATION OF REGISTRATION IS REQUESTED. THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.)			
NEW MAILING ADDRESS				`-	,	
				TU	E AIRCRAFT IS DESTROYED OR S	CRADDED
NEW PHYSICAL ADDRESS: complete if physica the new mailing address is a PO Box or Mail		nged, or			E AIRCRAFT WAS EXPORTED TO:	CRAFFED.
				ОТ	HER, Specify	
					EASE RESERVE N-NUMBER IN THI D ADDRESS. The \$10 reservation fe	
	NTED NAME OF SIGN	,	equired field) T	TTLE (required field)	DATE 2017
3	ddison Pen		<i>~</i>		CO-DWNER	8-9-2017
	NTED NAME OF SIGN		. ,		TITLE	DATE
Mylian 10	Vendra Pe	em Der	I M		co- owner	8-9-2017

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.

PRINT PAGE 2

RESET

NAME OF OWNER		DATE
Pembergy, Wendersignature SEE OTHER Side	a M	08-09-17
SIGNATURE /	PRINTED NAME OF SIGNER	TITLE
SEE OTher side		
NAME OF OWNER		DATE
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NAME OF OWNER		DATE
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NAME OF CAMPED		DATE
NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
CICIATORE	TRIVED NAME OF GIONER	1
NAME OF OWNER		DATE
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		J.G
NAME OF OWNER		DATE [1-9-8 24]
		• • • • • • • • • • • • • • • • • • • •
SIGNATURE	PRINTED NAME OF SIGNER	OKLAHOMA
		LUA MILAUMTNA
NAME OF OWNER		DATE CITY ANDWALLTY
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NAME OF OWNER		DATE WE CHESTRATION BRAIN
TABLE OF OTHER		FILED WITH FAA
SIGNATURE	PRINTED NAME OF SIGNER	TITLE

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 - FEDI					FAILURE TO RENEW REGISTR RESULT IN CANCELLATION OF R AND REGISTRATION NUMBER A (See 14 C.F.R. §§ 47.15(i), 47.4	EGISTRATION ASSIGNMENT
AIRCRAFT REGISTRATION NUMBER		SERIAL I	NUMBER			
N 95467		1161				
MANUFACTURER		MODEL				
Grumman		G21A				
DATE OF ISSUANCE	DATE OF EXPIR	ATION			TYPE OF REGISTRATION	
01/24/2012	01/31/2015				Co-Owned	
ENTER REGISTERED OWNER(S) & ADDR	RESS FROM FA	A FILE			HELPFUL INFORMATION	
(Owner 1) Pemberton Addison J					craft Registration File Informati	on for this aircraft
(Owner 2) Pemberton Wendra M			at: <u>ht</u>	tp://r	egistry.faa.gov/aircraftinquiry.	
Note: Enter any additional owner names on page tw	·O.		Assista	ice n	nay be obtained	
			1		age: http://registry.faa.gov/renew	registration.
			by e-ma	•		
(Address)			by teler	hone	e at:: (866) 762 - 9434 (toll free), or (40	05) 954 - 3116
City Spokane State	<i>Na</i> zip <u>99212 </u>		Whon m	ailia	g fees, please use a check or money or	rder made
Country					ne Federal Aviation Administration.	der made
Physical Address: Required when mailing address (Address)		il drop.	Signatur - Individu	re an Jai	d Title Requirements for Common owner must sign, title would be	
(Address)		·. · ·	- Partnei	ship	general partner signs showing	'general partner" as
CityState _			- Corpor	ation	title. corporate officer or manager sign	ans showing full title
Country			- Limited	Liabi	ility Co authorized member, manager,	
Codinay			- Co-owr	•	the LLC organization document each co-owner must sign; show	t signs, showing full title.
TO RENEW REGISTRATION: REVIEW aircr SELECT the appropriate statement, ENTER any spaces below, SIGN, DATE, & SEND form with the FAA Aircraft Registry, PO Box 25504, Oklahoma by courier to: 6425 S Denning Rm 118, Oklahoma	change in address ne \$5 renewal fee t a City OK 73125-0	in the o the:)504, or	To corre	l sign ect er g spa		nd show their full title. anent media. Make correct entry in plication form will be
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. 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.		IERSHIP RAFT IS NTRY. OW. ER(S) OF ENSHIP	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 CANCELLATION OF REGISTRATION IS REQUESTED. THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.)			
NEW MAILING ADDRESS				(011	ow purchaser's frame and address.)	
NEW MAILING ADDRESS			-			
			ļ <u> </u>			
NEW PHYSICAL ADDRESS: complete if physical the new mailing address is a PO Box or Mail		nged, or		THI	E AIRCRAFT IS DESTROYED OR S E AIRCRAFT WAS EXPORTED TO: HER, Specify	
					EASE RESERVE N-NUMBER IN TH D ADDRESS. The \$10 reservation for	
SIGNATURE OF OWNER 1 (required field) PRI	NTED NAME OF SIG	NER (r	equired field) T	TITLE (required field)	DATE
Well: Vent	Addison Pem	bertons			CO-OWNER	08-12-2014
	NTED NAME OF SIG			╅	TITLE	DATE
	_				··-	
Windy)	Wendra Pen	n Derton	J		CO-OWNER	08-12-2014

Use page 2 for additional signatures.

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UNITED STATES OF AMERICA DEPARTMENT OF FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AIRCRAFT REGISTRATION APPLIC	AERONAUTICAL CENTER	CERT: ISSUE DATE
UNITED STATES REGISTRATION NUMBER N 95467	·	
AIRCRAFT MANUFACTURER & MODEL	•	
GRUMMAN GZI	4	
AIRCRAFT SERIAL No.		FOR FAA USE ONLY
	TRATION (Check One box)	TOTT FAR GOL OTTE
☐ 1. Individual ☐ 2. Partnership · ☐ 3.	Corporation 📈 4 Co-Ov	wner 5: Government
8. Non-Citizen Corporation	9. Non-Citizen Corpora	
NAME OR APPLICANT (Person(s) shown on evidence of ov		
- PEMBERTON, A	FUDIOUN,	
PEMBERTON, V	ŕ	
TELEPHONE NUMBER: (509) 891-94 ADDRESS (Permanent mailing address for first applicant or	to I	ral address must also be shown)
Number and street: 5302 N. VI	· ·	
Number and street:	DIA COURT	
Rural Route:	P.O. Box:	ZIP CODE
SPOKANE	WA	99212
A false or dishonest answer to any question in this applicat	//UST be completed.	• .,
CER1	TIFICATION .	
I/WE CERTIFY:		
 That the above aircraft is owned by the undersigned ap of the United States. 	plicant, who is a citizen (includir	ng corporations)
(For voting trust, give name of trustee:), or:
CHECK ONE AS APPROPRIATE: a. A resident alien, with alien registration (Form 1-1)	51 or Form 1-551) No.	
b. A non-citizen corporation organized and doing be	usiness under the laws of (state)	
and said aircraft is based and primarily used in the inspection at	ne United States. Records or flig	ght hours are available for
(2) That the aircraft is not registered under the laws of any (3) That legal evidence of ownership is attached or has been		Administration.
NOTE: If executed for co-ownership all ap	oplicants must sign. Use rev	verse side if necessary.
TYPE OR PRINT NAME BELOW SIGNATURE .		
	TITLE	DATE
ADDISON PEMBERTON	OWNER	12/22/2011
OZÉ SIGNATURE	IIILE	DATE /22 (
ADDISON PEMBERION SIGNATURE WENDER PEMBERION WENDER PEMBERION	OWNER	12/22/2011 DATE 12/22/2011
SIGNATURE 1	TITLE	DATE
NOTE Pending receipt of the Certificate of Aircraft Registra days, during which time the PINK copy of this applic		

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ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FA 1 1500 中的15.0495) 中国15.00 12/27/2011

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Accepted
SD
Sep/06
3/2011

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION	CERT: ISSUE DATE
UNITED STATES REGISTRATION NUMBER N 95467	32111,13332,37112
AIRCRAFT MANUFACTURER & MODEL	<u>-</u>
GRUMMAN G-21A	
AIRCRAFT SERIAL No.	FOR FAA USE ONLY
TYPE OF REGISTRATION (Check One box)	
☐ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☐ 4. Co-C☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corpo	
NAME OR APPLICANT (Person(s) shown on evidence of ownership. If individual, give last	name, first name, and middle initial.)
TELEPHONE NUMBER: (760 778 6262	EUN
ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, phys	ical address must also be shown.)
Number and street: 745:N. GEVE AUTRY	TRAIL
Rural Route: P.O. Box	« :
CITY	ZIP CODE
PAIN SPIZINGS CA	92261
ATTENTION! Read the following statement before sign This portion MUST be completed. A false or dishonest answer to any question in this application may be grounds for punish (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 (includ of the United States.	ing corporations)
(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	
 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 fl inspection at 	e) ight hours are available for
(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 Aviatio	n Administration.
NOTE: If executed for co-ownership all applicants must sign. Use re	everse side if necessary.
TYPE OR PRINT NAME BELOW SIGNATURE SIGNATURE SIGNATURE President TITLE President	8/10/2011
SIGNATURE TITLE DICK Clar K SIGNATURE TITLE TITLE TITLE	DATE
SIGNATURE TITLE	DATE
NOTE Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated	ted for a period not in excess of 90

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OKLAHOMA CITY OKLAHOMA

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

FORM APPROVED OMB NO. 2120-0042 Exp. 11/30/2011

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 1+OUC. THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT **DESCRIBED AS FOLLOWS:**

UNITED STATES REGISTRATION NUMBER 95467

AIRCRAFT MANUFACTURER & MODEL Grumman G-21A

AIRCRAFT SERIAL No.

1161

DOES THIS 18

DAY OF April

. 2011

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

NAME AND ADDRESS

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

Palm Springs Air Museum 745 N. Gene Autry Trail Palm Springs, CA 92262

DEALER CERTIFICATE NUMBER

EXECUTORS; ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD

AND TO 145 50CC ESSOYS EXECUTORS, ADMINISTRA SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF:

IN TESTIMONY	WHEREOF T HAVES	SET MU HAND AND SEAL THIS	18th DAY OF April
	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.	TITLE (TYPED OR PRINTED)
m R	Air Motal Fabricators, Inc	K Ofon	PRES. Dust
SELL		Ken Orford	
Ø			
ACKNOW! EDG	MCNT AIGT DECUMPED FOR PURPOSES	OF FAA RECORDING: HOWEVER, MAY BE I	DECUMPED BY LOCAL LAW FOR

VALIDITY OF THE INSTRUMENT.)

112241054456 \$5.00 08/12/2011

ORIGINAL: TO FAA:

AC Form 8050-2 (1/09) (NSN 0052-00-629-0003) Supersedes Previous Edition

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UNITED STATES OF AMERICA DEPARTM FEDERAL AVIATION ADMINISTRATION MIKE MON		1
AIRCRAFT REGISTRATION		CERT. ISSUE DATE
UNITED STATES 8 95467		55
AIRCRAFT MANUFACTURER & MODEL		1
Grumman G-21A AIRCRAFT SERIAL No.		K 110491
1161		FOR FAA USE ONLY
TYPE OF F	REGISTRATION (Check one box)	
☐ 1. Individual ☐ 2. Partnership XX3. C	Corporation	5. Gov't. 8. Foreign-owned Corporation
NAME OF APPLICANT (Person(s) shown on a middle initial.)	evidence of ownership. If Individu	al, give last name, first name, end
Air Metal Fabr		
19200-59th D		
Arlington, Wa.	98223	
206	43E 0222	organije i se elektricije. Postanjanska
TELEPHONE NUMBER: (206) ADDRESS (Permanent mailing address for fir	435 _ 8332	
Number and street: 19200 - 5	9th Drive N.E.	
Rural Route:		P.O. Box:
CITY	STATE	ZIP CODE
Arlington		
CHECK HERE IF YOU AF ATTENTIONI Read the following s A false or dishonest answer to any question i imprisonment (U.S. Code, Title 18, Sec. 1001).	talement before signing	this application.
CHECK HERE IF YOU AR ATTENTION! Read the following s A false or dishonest answer to any question i imprisonment (U.S. Code, Title 18, Sec. 1001).	RE ONLY REPORTING A	CHANGE OF ADDRESS this application.
CHECK HERE IF YOU ARATTENTIONI Read the following s A false or dishonest answer to any question imprisonment (U.S. Code, Title 18, Sec. 1001). LIWE CERTIFY:	RE ONLY REPORTING A statement before signing in this application may be ground CERTIFICATION	CHANGE OF ADDRESS this application.
CHECK HERE IF YOU ARATTENTION! Read the following s A false or dishonest answer to any question imprisonment (U.S. Code, Title 18, Sec. 1001). COLUMN CERTIFY:	RE ONLY REPORTING A statement before signing in this application may be ground CERTIFICATION	CHANGE OF ADDRESS this application.
CHECK HERE IF YOU ARATTENTION! Read the following s A false or dishonest answer to any question i imprisonment (U.S. Code, Title 18, Sec. 1001). COMME CERTIFY: (1) That the above aircraft is owned by the under of the United States. (For voting trust, give name of trustee:	RE ONLY REPORTING A statement before signing in this application may be ground CERTIFICATION	CHANGE OF ADDRESS this application.
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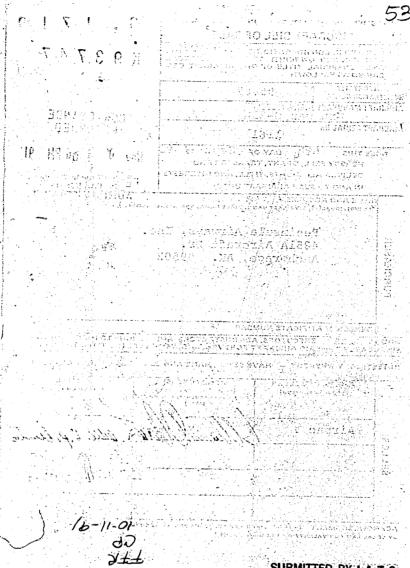
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SUBMITTED BY I.A. T.S.

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DEPARTMENT OF TRANSPORTATION () O SHORTSOFT 2 PEDERAL AVIATION ADMINISTRATION () O SHORTSOFT 2	2 K93746
THIS FORM SERVES TWO PURPOSES PART I extraweledges the recording of a security conveyance covering the collateral shown. PART II is a suggested form of release which may be used to release the collateral from the terms of the conveyance.	
PART I - CONVEYANCE RECORDATION NOTICE	
NAME (last same first) OF DEBTOR	CONVEYANCE AND REGISTRED
Peninsula Airways, Inc.	Nov. 4 1 pa PM 91
NAME and ADDRESS OF SECURED PARTY/ASSIGNEE	FEDERAL WALLOW
Air Metal Fabricators, Inc. 19200 - 59th Drive N.E.	ADMINISTRATION
Arlington, Wa. 98223	SEE RESOURCED
	CONVEYANCE. NUMBER F 55 30 4
NAME OF SECURED PARTY'S ASSIGNOR (if assigned)	FICHE # £3. PAGE + 57-1
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N95467 1161 Grumman G-21A	
ENGINE MFR. and MODEL ENGINE SERIAL NUMBER(S)	
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PROPELLER MFR. and MODEL PROPELLER SERIAL NUMBER(S)	
THE SECURITY CONVEYANCE DATED 2-8-91 COVERING THE ABOVE COLLATE	RAL WAS RECORDED BY THE FAA AIRCRAFT REG-
STRY ON 1-19-91 AS CONVETANCE NUMBER F55304	The Military Land
DADE TO DELEASE OF THE SECOND	PAA CONVEYANCE EXAMINER
PART II - RRLEASE - (This suggested release form may be executed by the secured party terms of the conveyance have been satisfied. See below for additional information.)	and returned to the FAA Aircraft Registry when
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This form is only intended to be a suggested form of re-	0.40.00
lease, which meets the recording requirements of the Red DATE OF RELEASE	9-18-91
eral Aviation Act of 1958, and the regulations issued Air Metal F	abricators, Inc.
thereunder. In addition to these requirements the form	(Name of security holder)
used by the security holder should be drafted in accord-	
ance with the pertinent provisions of local statutes and SIGNATURE (in ink)	There
other epplicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to	esident (/)
	COLUMN TO THE REAL PROPERTY OF THE PROPERTY OF
FAA Aircraft Registry, P.O. Box 25504, Oklahoma City, Oklahoma 73125.	
(** Potson, stelling to)	a corporation must be a corporate officer or
ACKNOWLEDCKMENT (II Remitted Ry notes a managerial positi	CON and must show his title A manage at the
Applicable Local Law): lettone (14 CPP)	Parts 47 and 49 of the Federal Aviation Regu-
9050-41 (7-53) (0055-00-543-0001)	

5.Z

12/1/93/77

SUBMITTED BY I.A. T. S.

F553U4

METAL FABRICATORS, TREE

18615 - 58th AVE. N.E., BLDG. #20 ARLINGTON, WA. 98223 (206) 435-8332 04YEYANCE FAX(206).435-298E.CANCE

FER 19 | 08 PM 91

FEDERAL AVIATION ADMINISTRATION

February 8, 1991

FAA Aircraft Registration Branch P.O. Box 25504 Oklahoma City, Oklahoma . 73125.

An aircraft repair and maintenance lien is hereby filed by the following individual and company in compliance with and under Washington Statute #60.08.020.

> Ken and Vicki Orford, DBA: Air Metal Fabricators, Inc. 18615 - 58th Ave. N.E. #20 Arlington, Wa. 98223

Total Due: \$47,835.21

Date of last maintenance/repair/labor accomplished: 1-29-91

Description of Aircraft: Grumman, Model G-21A, Serial #1161

Registration Number: N95467

Name of record owner: Airpac

4215 - 21st Ave.

Seattle, Wa. 98199

AND THE PROPERTY OF THE PARTY O

Air Metal Fabricators, Inc.

RECORD CD 2487 001

CONVEYANCE
FILED WITH FAN
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CONVEYANCE

RECORDED Way 10 8 21 間 289

FEDERAL AVIATION

SEE RECORDED CONVEYANCE NUMBER N74970

MCHE # 3 PASE # 49

Do Not Welle In This River

11 S. DEPARTMENT OF STANISHORIVALINI O O O O O O O O O O O NOT MEDITALINI

THIS FORM SERVES TWO PURPOSES.

PARE I schooledges the recording of a security conservate amening the collateral thorse.

FARE II is a suggested form of release which may be used to release the collateral form.

FART 1-CONVEYANCE RECORDATION NOTICE

Airpac, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNER

Seattle First National Bank Dexter Horton Branch Post Office Box 12660 Seattle, Washington 98111

NAME OF SECURED PARTY'S ASSIGNOR (If entire

H/A

FAA RECISTRA-TION NUMBER AIRCRAFT SERIAL NUMBER

N95467

1161

MINCRAFT MER. (BUILDER) and MODEL

Gruman G21A

ENGINE MIR, and MODEL

PROPELLER MER. and MODEL

BOYELLER SERIAL NUMBERIS

THE SECURITY CONVEYANCE DATED _ 8729/78

COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE EAS AIRCRAFT REG. ISTRY ON 2/20/86 AS CONVEYANCE NUMBER N74970

FAA CONVEYANCE ERAMINER

FART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aliceast Registry when terms of the conveyance have been satisfied. See below for additional information.)

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE FARITY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SALD PARTY IF THE CONVEYANCE SHALL, HAVE BEEN ASSIGNED: PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

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 issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the petitlent provisions of local statutes and other applicable lederal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Africalt Registry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

DATE OF RELEASE: ... Seattle First National Bank

(Name of security holder)

SICNATURE (In Ink) Edward R. Campbell

TITLE .. Assistant Vice President

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

AC Form 8050-41 (8-77) (0052-00-543-9001)

Dup Fend I FR 5-2-89 # 486

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er: 12 15 8 01 you ACHARA STRUCK

EDMAYSVILOS DALSZATIA GEORGE

YTION AMOHALIA

AIRCRAFT BECIZIFY FILED WITH FAA CONVEYANCE

SEATTLE FIRST

(Chattel Mortgage Type Instrument. Do Not Use for Inventory or Retail Sale Transactions on Consumer Goods)

(Chattel Mortgage Type Instrument. Do Not Use for Inventory of Retail Sale Trailsection Security AGREEMENT - EQUIPMENT, FARM EQUIPMENT, FIXTURES, OR CONSUMER GOODS

(May Be Used for Motor Vehicles and Aircraft in Above Categories)

THE UNDERSIGNED AIRPAC, INC.	Dexter Horton Tage	1111 2 1/1 2 12 1 2 12 12 12 12 12 12 12 12 12 12 12 12 12
(hereinafter called "Debtor") hereby grants to SEATTLE-FIRST NATIONAL BANK (_ (hereinafter called "Secured Party"), its successors and assigns, a security interest in the tuted parts and equipment, tools, parts, accessories, supplies and improvements therefor,	e following described property; together with all inch	eases therein, all added and substi-
(Insert full description of property, including identifying data	such as year, make, model, serial and identification	numbers.)
MANUFACTURERS		REGĪS.
YEAR MAKE NUMBER TYPE	SERIAL NUMBER	NUMBER
1944 Grumman 6504.40 Goose Hull	1161	N 95467
The above aircraft together with any accemow on or attached to said aircraft, or homortgage placed upon or attached to said	ereafter during the life	equipment of said
* All of said property is hereinafter referred to as the "collateral" and it is located in	Alaska	County. Washimutan
This Security Agreement is given to secure the payment and performance of all in arising, direct or indirect, and interest thereon.	debtedness and obligations of Debtor to Secured Pa	
DEBTOR HEREBY REPRESENTS, COVENANTS AF	ND AGREES WITH SECURED PARTY AS FOLLOWS:	PAZ
41. Use of collateral - Residence of Debtor		
the property and will not waste, injure or destroy the property, or use or permit the use of the collateral in any unlawful manner. Debtor represents and agrees that the primary use of the collateral is and will be as checked here: Personal, family or household purposes	existing under the laws of the state of its incorpo- free and clear of all security interests and encum- noted on the reverse). Debtor will not create or a security interest other than that hereby created of consent of Secured Party. Any certificate of title of the collateral will be delivered to Secured Part cured Party.	brances of every nature (except as permit the existence of any lien or in the collateral without the written now or hereafter axisting on any
Farming use		•
The Debtor (if a natural person) resides or (if a corporation) has its principal place of business, in the county set forth below, unless some other county is indicated here:	4. Taxes Debtor will pay before delinquency all taxe levied against the collateral and will pay any tax v tion secured hereby.	
Alaska	5. Repairs and Inspection.	
Geunty, Washington. 2. Fixtures	Debtor will keep the collateral in good repair collateral at reasonable times and intervals and maises upon which the collateral is located.	
If any of the collateral is to be or has been attached to real estate, the description of the real estate is as follows:	6. Insurance.	
County, Washington	Debtor will keep the collateral continuously in Secured Party against fire, theft and other hazards Party, in an amount equal to the full insurable va	designated at any time by Secured
		5-00 REC
The terms and conditions appearing on the br	10 - 59 AH 0817 ack hereof are part of this Security Agreement.	0 255 (416 2 /05/8
• When executed by more than one party the obligations hereunder shall be several	as well as injet	
Signed this 7 day of August 19 78	AIRPAC TNC	
c/o Alaska Shell, Inc. 4215_21st West Seattle	TARREST THE STATE OF THE STATE	
Street City 98199	P. I m/	→ President
MAILING ADDRESS OF DEBTOR (Print)	(SIGNATURE OF DE	
UCC FORM 3500 1/73	Orig rold	DION,

hereby, with such form of loss payable clause as designated by and in favor of Secured Party; and will deliver the policies and receipts showing payment of premiums to the Secured Party. In the event of loss, Secured Party shall have full power to collect any and all insurance upon the collateral and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the collateral. Secured Party shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

7. Removal of Sale

Without the prior written consent of Secured Party, Debtor will not sell or lease the collateral or any interest therein. The Secured Party may assign or transfer the whole or any part of the indebtedness, obligation or liability of the Debtor, and may transfer therewith as collateral security the whole or any part of the collateral herein mentioned, and all obligations, rights, powers and privileges herein provided shall inure to the benefit of the assignee and shall bind the heirs, executors, administrators, successors or assigns of the parties hereto, as the case may be.

8. Expenses Incurred by Secured Party

Secured Party is not required to, but may at its option, pay any tax, assessment, insurance premium, expense, repair or other charges payable by Debtor, and any filling or recording fees, and any amount so paid, with interest thereon at the maximum. mum rate permitted by law from date of payment until repaid shall be secured hereby and shall be repayable by Debtor on demand. The rights granted by this paragraph are not a waiver of any other rights of Secured Party arising from breach of any of the covenants hereof by Debtor.

9. Waivers

This Security Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Secured Party of any of the terms or conditions hereof shall be effective unless in writing signed by Secured Party. No waiver or indulgence by Secured Party as to any required performance by Debtor shall constitute a waiver as to any subsequent required performance or other obligations of Debtor hereunder.

10. Default

- Time is of the essence in this Security Agreement, and in the following vents, hereinafter called "Events of Default," to-wit:

 (a) Any failure to pay when due the to amount of any payment of principal, interest, taxes, insurance premiums or other charges which are or may be secured hereby; or
- (b) Any failure to perform as required by any covenant or agreement herein, or (c) The faisity of any representation by Debtor herein or in any credit application or financial statement given by Debtor to Secured Party as a basis for any extension of credit secured hereby; or
- (d) If the collateral should be seized or levied upon under any legal or governmental process against Debtor or against the collateral; or

mes insolvent or is the subject of a petition in bankruptcy, either.

- voluntary or involuntary, or in any other proceeding under the federal bank-ruptcy lews or makes an assignment for the benefit of creditors; or if Debtor is named in or the property is subjected to a suit for the appointment of a receiver or
- (I) The Secured Party deems itself insecure.

Then and in any of such events of default, the entire amount of indebtedness secured hereby shall then or at any time thereafter, at the option of Secured Party. become immediately due and payable without notice or demand, and Secured Party shall have an immediate right to pursue the remedies provided herein.

In the event of a default hereunder, Secured Party shall have all remedies provided by law; and without limiting the generality of the foregoing, shall be entitled

- (a) Debtor agrees to put Secured Party in possession of the collateral on demand:
- (b) Secured Party is authorized to enter any premises where the collateral is situated and take possession of said collateral without notice or demand and without legal proceedings; and
- (c) At the request of Secured Party, Debtor will assemble the collateral and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties; and
- (d) Debtor agrees that a period of ten (10) days from the time notice is sent, by first class mail or otherwise, shall be a reasonable period of notification of a
- sale or other disposition of the collateral; and Debtor agrees that any notice or other communication by Secured Party to ம்றbtor shall be sent to the mailing address of the Debtor stated herein, and
- (f) Debtor agrees to pay on demand the amount of all expenses reasonably incurred by Secured Party in protecting or realizing on the collateral. In the event that this Security Agreement or any obligation secured by its referred to an attorney for protecting or defending the priority of Secured Party's interest or for collection or realization procedures. Debtor agrees to pay a real sonable attorney's fee, including fees incurred in both trial and appellate courts, or fees incurred without suit, and expenses of title search and all court costs and costs of public officials. The sums agreed to be paid in this sub-paragraph shall be secured hereby; and
- (g) If Secured Party disposes of the collateral, Debtor agrees to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby.

12. This Security Agreement and the indebtedness hereby secured are subject to the laws of the State of Washington and are to be construed in accordance therewith.

This is a true and certified copy.

Seattle-First National Bank

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48-3 124044

U.S. DEPARTMENT	OF TRANSPORTATION
FEDERAL AVIATIO	N ADMINISTRATION

OMB APPROVAL NOT REQUIRED OUNT THANSE

THIS FORM SERVES TWO PURPOSES

PART I acknowledges the recording of a security conveyance covering the collateral shown PART II is a suggested form of resease which may be used to release the collateral from the conveyance.

DEC 10 - 7 35 AH 784

PART I - CONVEYANCE RECORDATION NOTICE

FEDERAL AVIATION

ADMINISTRATION

lingue, st RESS OF SECURED PARTY/ASSIGNEE

> SEE RECORDED CONVEYANCE

the First National Bank

NUMBER _

FICHE #. - PAGE #

Do Not Write In This Block FOR FAA USE ONLY

FAA REGISTRA- AIRCRAFT TION NUMBER SERIAL NUMBER

AIRCRAFT MFR. (BUILDER) and MODEL

N95467

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED. AS CONVEYANCE NUMBER NOT RESORDED iteral was necopied by the faa William Blocket \$ 10-10-8L FAA CONVEYANCE EXAMINER

PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Registry when terms of the conveyance have been satisfied. See below for additional information.)

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED 10 HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF ME CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLL, GRANTED TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED: PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR LIPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

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 issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

Seattle Fust Nation

SIGNATURE (in ink) TITLE Asst. Vice-President

(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)

AC Form 8050-41 .8-77) (0052-00-543-9001)

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(Chattel Mortgage Type Instrument. Do Not Use for Inventory or Retail Sale Transaction Section for Your County)

SECURITY AGREEMENT - EQUIPMENT, FARM EQUIPMENT, FIXTURES, OR CONSUMER GOODS (May Be Used for Motor Vehicles and Aircraft in Above Categories)

AIRPAC, INC.	
TO THE UNIVERSIGNED	Dexter Horton
persenter called "Debtor") hereby grants to SEATTLE-FIRST NATIONAL BANK (Debtorer called Securind Party"), its successors and assigns, a security interest in the security persent and equipment, tools, parts accessories, supplies and morrowments thousand	he following the same Brane
had parts and equipment, tools, parts accessories, supplies and improvements therefo	r together with all proceeds of all such property, to-wit;
(Insert full description of property, including identifying dat	a such as year, mete, model, gerial and identification numbers.)
MANUFACTURERS	a social as year, mean, model, serial and identification numbers.)
TYPE NUMBER TYPE	SERIAL NUMBER NUMBER
1944 Grumman 6504.40 Goose	1161 N 95467
Hull	
the above aircraft together with any acce	essories energ name an
now on or attached to said aircraft, or heart age placed upon or attached to said	Greafter during the life of said
mortgage placed upon or attached to said	aircraft.
All of said property is hereinafter referred to as the "collateral" and it is located in	Alaska Coomy, Washington
This Security Agreement is given to secure the payment and performance of all in arising, direct or indirect, and interest thereon.	ndebtedness and obligations of Dector to Secured Party presently existing and herealt
Carry of the same and the contract of the same of the	
DEBTOR HEREBY REPRESENTS, COVENANTS A	ND AGREES WITH SECURED PARTY AS FOLLOWS:
	NO AGREES WITH SECONED PARTY AS FOLLOWS:
21. Use of collateral - Residence of Debtor	3. Ownership and Liens
Debtor agrees to comply with any governmental regulation affecting the use of the property and will not waste, injure or destroy the property, or use or permit the	Debtor (if a natural person) is of legal age, (if a corporation) is duly organized an
use of the collateral in any unlawful manner. Debtor represents and across that the	existing under the laws of the state of its incorporation; owns the collaturar and it is free and clear of all security interests and encumbrances of every nature (weep) and the collaturar includes
primary use of the collateral is and will be as checked here:	troted on the reverse). Deptor will not create or permit too existence of
Personal, family or household purposes	security interest other than that hereby created on the collateral without the writte consent of Secured Party. Any certificate of title now or hereafter existing on an of the collateral without the retired on the collateral without the retired of the collection.
XBusiness use	of the consideral will be delivered to Secured Party and will recite the interest of Se
☐ Farming use	cured Party.
The Debtor (if a natural person) resides or (if a corporation) has its principal place	4. Taxos
of business, in the county set forth below, unless some other county is indicated here:	Debtor will pay before delinquency all taxes or other governmental charges levied against the collateral and will pay any tax which may be levied on any obliga-
	non secured hereby.
Alaska	5. Repairs and Inspection.
Gounty, Washington.	Debtor will keep the collateral in good repair. Secured Pariy may inspect the
2. Fixtures	collateral at reasonable times and intervals and may for this purpose enter the premises upon which the collateral is located.
If any of the collateral is to be or has been attached to real estate, the description of the real estate is as follows:	6. Insurance.
<u> </u>	Debtor will resp the cont a wind an analysis and an incident by
County, Washington	Occurred Farty against life, their a Tither hazards design atout at an attempt to the
South, Washington	Party, in an amount equal to the full insurable value thereof or to all sums secured
The terms and conditions appearing a think-	
The terms and conditions appearing on the bar	
When executed by more than one party, the obligations hereunder shall be several a	as well as joint.
Signed this 7 day of August 18 78 c/o Alaska Shell, Inc:	AIRPAC, INC.
4215 21st West Seattle	
Street City 98199	
King County, Washington	hickens Malone_ President
MAILING ADDRESS OF DEETOR (Print)	(SIGNATORE OF DEBTOR)
UCC FORM 3500 1 73	Committee of Bestony

with such form of loss navable ver the policies and receipts showing payment of premiums to the Secured Party. In the event of loss, Secured Party shall have full po flect any and all insurance upon the collateral and to apply the same to any obligation secured hereby, whether or not matured, or to the restoration or repair of the collateral. Secured Party shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

Without the prior written consent of Secured Party, Debtor will not sell or lease the collateral or any interest therein. The Secured Party may assign or transfer the whole or any part of the indebtedness, obligation or liability of the Debtor, and may transfer therewith as collateral security the whose or any part of the collateral security the whose or any part of the collateral security mentioned, and all obligations, rights, powers and privileges herein provided shall inure to the benefit of the assignee and shall bind the heirs, executors, administrators, successors or assigns of the parties hereto, as the case may be.

8. Expenses incurred by Secured Party

Secured Party is not required to, but may at its option, pay any tax, assessment, insurance premium, expense, repair or other charges payable by Debtor, and any filing or recording fees, and any amount so paid, with interest thereon at the maximum. mum rate permitted by law from date of payment until repaid shall be secured hereby and shall be repayable by Debtor or, demand. The rights granted by this paracrash and shall be repayable by Debtor or, demand. The rights granted by this paragraph are not a waiver of any other rights or Secured Party arising from breach of any of the covenants hereof by Debtor.

This Security Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Secured Party of any of the terms or conditions hereor shall be effective unless in writing signed by Secured Party. No waiver or indulgence by Secured Party as to any required performance by Debtor shall cona waiver as to any subsequent required performance or other obligations of Deutor hereunder

Time is of the essence in this Security Agreement, and in any of the following ents, hereinafter called "Events of Default," to wit:

- (a) Any failure to pay when due the full amount of any payment of principal, interest, taxes, insurance premiums or other charges which are or may be secured hereby or
- (b) Any failure it perform as required by any covenant or agreement herein; or (c) The falsity of any representation by Debtor herein or in any credit application or financial statement given by Debtor to Secured Party as a basis for any
- extension of credit secured hereby; or

 (d) If the collateral should be seized or levied upon under any legal or governental process against Debtor or against the collateral; or

- (e) $\ensuremath{\widetilde{\rtimes}}$ Debtor becomes insolvent or is the subject of a p voluntary or involuntary, or in any other proceeding under the federal bankrupits laws; or makes an assignment for the benefit of creditors; or if Debtor is named to or the property is subjected to a suit for the appoint
- (f) The Security Party deems itself insecure-

Then and in any $\mathfrak P$ such events of default, the entire amount of indebtedness secured hereby shall the or at any time thereafter, at the option of Secured Party, become immediately due and payable without notice or demand, and Secured Party shall have an immediate right? Pursue the remedies provided herein.

In the event of a default hereu Secured Party shall have all remedies provided by law; and without limiting the sensitive of the foregoing, shall be entitled

- (a) Debtor agrees to put Secured Part; ** possession of the collateral on d
- (b) Secured Party is authorized to enter a premises where the collateral is situated and take possession of said colla val without notice or dema ithout legal proceedings, and
- (c) At the request of Secured Party, Debtor will ই semble the collateral a it available to Secured Party (টি এ চাব্ৰুছে এটা পুলি প্ৰায়ণ্ডি বিচাৰ স্থানিক ব emble the collateral and make sonably convenient to both parties, and,
- (d) Debtor agrees that a period of ten (10) days from w time notice is sent, by perior agrees that a period of ten (10) days flow the find of notification of a sale or other dispusition of the collateral, and
- (e) Debtor agrees that any notice or other communication "v Secured Party to Debtor shall be sent to the mailing address of the Debtor hated herein; and
- (f) Debtor agrees to pay on demand the amount of all expenses reasonably in-Debtor agrees to pay on demand the amount of all expenses reasonably incurred by Secured Party in protecting or realizing on the conservation of the account of the conservation of the co sonable attorney's fee, including fees incurred in both trial and appellate courts, or faes incurred without suit, and expenses of title search and all aburt costs and costs of public officials. The sums agreed to be paid in this 🛣 paragraph shall be secured hereby, and
- (g) If Secured Party disposes of the collateral, Deptor agrees to pay any defi-ciency remaining effer application of the net proceeds to any indebtedness secured hereby
- 12. This Security Agreement and the indebtedness hereby secured are subject to the laws of the State of Washington and are to be construed in accordance therewith

Executed apr of face site only FFR SEP 12 78# 1980 Returned project letter 092678

OKTYHOHY ALIO YHOHYTHO 19, NV 17 H. 01 120 ARTSIDAR TAKEDAIRY PROFILIA UTTO CONNELLANCE

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DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION THIS FORM SERVES TWO PURPOSES
FART I acknowledges the recording of a security of PART II is a suggested form of release which a the conveyance. PART I - CONVEYANCE RECORDATION NOTICE Air PAC, INC. NAME and ADDRESS OF SECURED PARTY/ASSIG Management Jets Tursenstrons, Two. PO. Box 81887. Lincoln NE 68501 NAME OF SECURED PARTY'S ASSIGNOR (If saign Do Not Write In This Block FOR FAA USE ONLY FAA REGISTRA-TION NUMBER AIRCRAFT SERIAL NUMBER GRUMMAN G21A N95467 1161 CIPELLER SERIAL NUMBER(S) PROPELLER MFR. and MODEL THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REC-PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Registry wh terms of the conveyance have been satisfied. See below for additional information.) THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVEDESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED: PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1956, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with, the pertinent provisions of local statutes and other applicable rederal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Atteraft Registry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.

The second secon

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

5/21/84 DATE OF RELEASE: MANAGEMENT JETS INTERNATIONAL, INC.

SIGNATURE (in ink)

(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).

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AC Form 8050-41 (8-77) (0052-00-543-9001)

FAA AIRCRAFT REGISTRY CAMERA NO. 5 N DATE: insection and a The second of th RATES SET TO LOSS YTIO AHCHAJAO. AMOHAJAO. CONVEYANCE
FILED-WITH FAR
FILED-WITH

UNITED STATES OF	AMERICA BATIBANDISTO IND	19	7 8 94
AIRCRAFT REGISTRATION		CERT.	ISSUE DATE
LAUTED STATES AL			
GISTRATION NUMBER 1	467		
Grumman G21 A		- ^(9678
Grumman G21 A		- S. W.	AA USE ONLY
1161			
	GISTRATION (Check one	(Co-O -cae r	∏5, Gov't.
	Q(
THE OF APPLICANT (Person(s) shown in name, and middle	on evidence of ownership.	If individual	give last name, firs
AIRPAC			
DDRESS (Permanent mailing address for	first applicant listed.)		
Number and street: 4215 215		~	3
Rural Route:	P. O. Box:		ZIP CODE
ITY	•		98199
Seattle	Wa		90199
CHECK HERE IF YOU ARE ONLY	REPORTING A CHANGE	OF ADDRE	, ss,
ATTENTIONI Read the following	statement before signin	g this appl	ication. V
A false or dishanast answer to Any Gunt	stion in this application m	ay be ground	s for punishment by
fine and/or imprisonment (U.S. Code, T	zie 18, Sec. 1001).		
	CERTIFICATION		inned annlicam(s)
WE CERTIFY that the above describe the is/are citizen(s) of the United State			
ownership is attached or has been filed	with the Federal Aviation		· ·
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NOTE: If executed for co-owilership at		se reverse s	ide it necessary.
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PAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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AMERIA AXBUTA.

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	SECURITAD 19 11 15	100 0 6 6 5 August 5, 1980	45-1
		(Hall)	
Air Pac, Inc.	Dutch Harrest or House City	arbot County	Alaska 99695
Discrepation called "Debtor"), hereby grants to	Management Jets Intern. P.O. Box 81887 Lincoln, NE. 68501	ational, Inc.	
(hereinalter called "Secured Party"), a security () any additions and accessions thereto. \Box the malter called the "Collateral"):	products thereof (1) all similar collatera	mmercus code in the property of it hereafter acquired, () and th	e proceeds therefrom, there-
Grumann G21A. Serial No	. 1161, Registration N95	467	
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ા છે. તે કે સ્ટાર્કેટ પ્રાથમિક કે પ્રાપ્ત કરો કરો છે. તેનું કે જેના કે			4
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	thousand and no/100	0/1: 00	Dollars
(\$ 25,000.00) as provided in the roll any and all other liabilities of Debtor to Second ter arising (all hereinafter called the "Obligation").			also payment and performance me due, now existing or here-
Debtor hereby warrants, covenants and agrees	that:		
1. The collateral will be kept at	Dutch Harb		Alaska
	Street City	County	State
3 Debtor is Co	Orporation (an individual, partnership, corporation	ousehold purposes) (farming op on, or other organization)	
4 The security interest herein is given to s	(the purchase price of collar	cral) (a kun)	
15 the collateral is being acquired with the problem agrees to remit said proceeds to the said	oceeds of the note or notes, Secured the of said collateral.	Party may disburse directly to	o the seller of the collateral, or
5. Debtor's chief place of business in this s	state is		
- Do	utch Harbor		Alaska
Street 6. If the collateral is used or bought print	City	County d numbers or for family opera	State tions or if Debtor has no place
of business in this state, Debtor's residence	is as indicated above. If not, show dif	ferent residence address here:	tions, or a best the property
Street	City	County	State
7. If the collateral has been on is to be atta	ached to real estate, or is growing or i	s to be grown thereon, extracted	or severed therefrom, the name
4 the record owner of such real estate is			
and said real estate is located in the County of		and state of	
and is described as follows:	andrope (1995) (1995) (1995) (1995) (1995) (1995) Santa Barria (1995) (1995) (1995) (1995) (1995) Santa Barria (1995) (1995) (1995) (1995) (1995)		
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and if the Collateral is attached to real estate Secured Party with a diaclaimer, signed by a Secured Party's interest.	e prior to the perfection of the securit all persons having an interest in the	ly interest hereby granted, De real estate, of any interest in	btor will upon demand turnish the Collateral which is prior to
THIS AGREEMENT IS SUBJECT TO THE ADDITION BY REFERENCE.	NAL PROVISIONS SET FORTH ON THE F	REVERSE SIDE HEREOF. THE SAM	E BEING INCORPORATED HEREIN
		Signature	(Do not print)
MANIA CTU TO THE STATE OF THE S	. 2		* 0
. MODIOLERMENTEZ LETAS (TACHEDMA'I'1())	NAT THE	hera Meloneo	PRES.
MANAGEMENT JETS/INTERNATION	NAL INC.	Her Inc	PRES.

ADDITIONAL PROVISIONS

at except to the security interest granted looky Debtor is, or to the extent that this the date hereof, of be, the owner of the Counteral free from any adverse lien, you do do the counteral free from any adverse lien, you DEBTOR WARRANTS AND COVENANTS. (If That except to prospectify interest granted looky Debtor is, or to the extent that agreement stated that the Collegeal is to scaling after the date beyond the owner of the Collegeal free from any adverse lien, agreement stated that the Collegeal is to scaling after the date beyond be. the owner of the Collegeal free from any adverse lien, agreement interest or encumbrance and that Debtor will defend the Collegeal sgainst all claims and demands of all persons at any time claiming the same or any integral therein. (2) That no financing statement covering the Collegeal one or more financing statements pursuant to the and that at the reduct of Secured Party, Debtor will jon with accurred Party in executing one or more financing statements pursuant to the and that at the reducts of Secured Party, Debtor will jon with accurred Party and will pay the cost of filing such financing statement, this security Nebraska Uniform Commercial Code in form satisfactory to Secured Party and will pay the cost of filing such financing statement, this security agreement and any continuation or termination statement, in all public offices wherever filing is deemed by Secured Party to be necessary or desirable; and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby or if the Collateral includes crops or oil, gas or minerals to be extracted or timber to be cut, Debtor will; on demand of Secured Party, furnish Secured Party with a disclaimer or disclaimers or subordination agreement signed by all persons having an interest in the real estate, disclaiming or subscured Party, (3) Not to sell, transfer or dispose of the Collateral, ordinating any interest in the Collateral which is power to the interest of S nor take the same or attempt to take the same from the county where kept as above stated, without the prior written consent of the Secured Party. (4) To pay all taxes and assessments of every nature which may be levied or assessed against the Collateral, (5) Not to permit or allow any adverse lien, security interest or encumbrance whatevever upon the Cultateral, and not to permit the same to be attached or replevined (6) That the Collateral is in good condition, and that he will at his own expense, keep the same in good condition and from time to time forthwith, replace and repair all such parts of the Collateral as may be broken, worn out or damaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs, and that the Secured Party may examine and inspect the Collateral at any time. wherever located, (7) That he will at his own expense keep the Collateral insured in a company satisfactory to Secured Party against loss, as appropriate, by theft, collision, fire and extended coverage, with less payable to Secured Party as its interest may appear, and will on demand deliver said policies of insurance or furnish proof of such insurance to Ferryd Party. (S) At its option Secured Party may procure such insurance, discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral and may pay for the repair of any damage or injury to or for the preservation and maintenance of the Collateral. Debter agrees to reimburse Secured Party on den for any payment or expense incurred by Secured Party pursuant to the foregoing authorization, Until such reimbursement, the amount of any such payment, with interest at the rate of 5% per annum from date of payment until reimbursement, shall be added to the indebtedness owed by Debtor and shall be secured by this agreement. (9) That he will not use the Collateral in violation of any applicable statute, regulation or ordinance and if any of the Collateral is motor vehicles the same will not be rented, used in rental service nor in any speed or endurance contest. (10) Debtor will pay Secured Party any and all costs and expenses incurred in recovering possession of the Collateral and incurred in enforcing this security agreement; and the same shall be secured by this security agreement.

UNTIL DEFAULT Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon, and upon default Secured Party shall have the immediate right to the possession of the Collateral

DEBTOR SHALL BE IN DEFAULT under this agreement upon the happening of any of the following events or conditions (1) octavit in the payment of performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same; (2) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when paste or furnished; (3) any event which results in the acceleration of the materity of the indebtedness of Debtor to others under any indenture, agreement or undertaking; (4) loss, theft, damage, destruction sale or encumbrance to or of any of the Collisteral or the making of any levy, seizure or attachment thereof or thereon; (3) death, dissolution, termination of extremely, insolvency, business failure, appointment of a receiver of any part of the property of assignment for the benefit of civilitors by, or the commencement of any proceeding under any bankruptcy or insolvency lags by or against Debtor or any guarantor or surety for Debtor.

UPON SUCH DEPAULT and at any time thereafter, or if it deems itself insecure. Secured Party may declare all Obligations ascured hereby immediately due and payable and shall have the remedies of a secured party under the Nebraska Uniform Commercial Code. Secured Party may require Debtor to assemble the Collateral and deliver or make it available to Secured Party at a place to be designated by Secured Party which is reasonably coavenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least five days before the time of the sale or disposition.

No waiver by Secured Party of any default shall operate as a waiver of any other default or of the rame default on a future occasion. The taking of this security agreement shall not waive or impair any other security said Secured Party may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair, this security agreement; but said Secured Party may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security. Secured Party shall retain its rights of setoff against Dector.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there he more than one Debtor, their liabilities hereunder shall be joint and several.

This agreement shall become effective when it is signed by Debtor.

	UNITED STATES OF ANGA	048 NO 14 70075	74-1
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	AIRCRAFT BILL OF	SALE	
	ND IN CONSIDERATION OF \$, ₂ 8
INDER	SIGNED OWNER(S) OF THE	FULL LEGAL AND	
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	IN AND TO SUCH AIRCRAFT		3 - 4 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
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AS	4215 21st		
핑	Seattle,	Wa 98199	
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	D EXECUTOR	IS, ADMINISTRATORS, AND A	SSIGNS TO HAVE AND TO HOL THE TITLE THEREOF
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AND T	LARLY THE SAID AIRCRAFT	FOREVER, AND WARRANTS VE SET MYMAND AND SEAL SIGNATURE (S)	THIS 29DAY OF AUG. 78
AND T	LARLY THE SAID AIRCRAFT	FOREVER, AND WARRANTS FE SET THYMAND AND SEAL SIGNATURE (5) [IN BLACK INK.] (IF EXECUTED FOR CO-DWERSHIP, ALL MUST	THIS 29DAY OF Aug. 78
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PAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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PEDERAL AVIATION ADMINISTRATION	NOT REQUIRED		
THIS PORM SERVES TWO PURPOSES PART I acknowledges the recording of a security conveya PART II is a suggested form of release which may be the conveyance.	nce covering the collateral shows. used to release the collateral from the terms of	27 8	S
PART I - CONVEYANCE RECORDATION NO	MICE	90 Z. C	
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California Pau	for Bh		œ
PO Box 2368		2 2	
Jullation, Ca	92637		
NAME OF SECURED PARTY'S ASSIGNOR (if assigned)			
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		Do Not Write In This Block FOR FAA USE ONLY	
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		FAA CONVEYANCE EXAMINER	=
PART II - RELEASE - (This suggested release f terms of the conveyance have been satisfied. So	orm may be executed by the secured part se below for additional information.)	y and returned to the FAA Aircraft Registry when	<u>'</u>
		THE TRUE AND LAWFUL HOLDER OF THE	
		NCE-REFERRED TO HEREIN ON THE ABOVE- BY RELEASED FROM THE TERMS OF THE	
CONVEYANCE. ANY TITLE RETAINED I	N THE COLLATERAL BY THE CONV	EYANCE IS HEREBY SOLD, GRANTED, TRANS-	-
		NCE, OR TO THE ASSIGNEE OF SAID PARTY EXPRESS WARRANTY IS GIVEN NOR IMPLIED	
BY REASON OF EXECUTION OR DELIVE			
This form is only intended to be a suggested for	m of release, DATE OF RELEASE:	8-28-78	.
which meets the recording requirements of Aviation Act of 1958, and the regulations Issue		NIA PACIFIC DANK	
In addition to these requirements the form	used by the	(Name of security tolder)	
security holder should be drafted in accordar pertinent provisions of local statutes and oth	see with the SIGNATURE (in ink)	19 11/02	+
federal statutes. This form may be reproduce	d. Theorem TITLE PRESID	SENT	. -
no fee for recording a release. Send to FAA istry, P. O. Box 25504, Oklahoma City, Oklahom	Aircraft Rev-	a corporation must be a corporate officer or hold a	
ACKNOWLEDGEMEN' (If Bequired By	managerial position an	d must show his title. A person signing for another	- 1
Applicable Local Law)	snould see Parts 47 an	d 49 of the Federal Aviation Regulations (14 CFR).	
	SE THERY PREMIEW		_
AC Form 8050-41 (8-77) (0052-00-543-9001)	1995年,2007年119日 1995年	# U.S. GOVERNMENT PRINTING OFFICE: 1977-771-021/62	r3
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UNITED STATES	OF AMERICA	
AIRCRAFT REGISTRAT		CERT DESUE DATE
UNITED STATES EGISTRATION NUMBER N 9546	7 0000	01831
RCRAFT_MANUFACTURER & MOD	DEL	42
RCRAFT SERIAL No.		FOR FAA USE ONLY
TYPE	OF REGISTRATION (Check one box)
1. Individual 2. Partnersh	hip []3. Corporation []4. Co	o-Owner 5, Gov't.
AME OF APPLICANT (Person(s) sh name, and m	nown on evidence of ownership. If inc niddle initial.)	dividual, give last name, fin
K C Aircra	aft Sheet Metal Inc.	
		, OR
DDRESS (Permanent mailing addres	is for first applicant listed.)	- (11)
Number and street: 2750 War	rdlow Raod	
Rural Route:	P. O. Box:	, *
TY Long Beach	Callfornia	90806
	ONLY REPORTING A CHANGE OF	s application.
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A false or dishonest answer to any	question in this application may be de, Title 18, Sec. 1001).	Elonios for boursuingue of
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FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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CONVEYANCE FILED WITH TARGETS AND

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SECURITY AGREEMENT

GOODS—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the Collifornia Uniform Commercial Code, grants to the Secured Party (Bank) a ued, the undersigned Borrower hereby, pursuant to the Collifornia Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collifornia Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collifornia Uniform Commercial Code, grants to the Secured Party (Bank) as security interest in all of the Collifornia Uniform Commercial Code, grants to the Secured Party (Bank) as security interest in all of the Collifornia Uniform Commercial Code, grants to the Secured Party (Bank) as security interest in all of the Collifornia Uniform Commercial Code, grants to the Secured Party (Bank) as security interest in all of the Collifornia Uniform Commercial Code, grants to the Secured Party (Bank) as security interest created by security interest in all of the Collifornia Uniform Commercial Code, grants to the Secured Party (Bank) as security interest created by security interest in all of the Collifornia Uniform Commercial Code, grants to the Secured Party (Bank) as security interest created by security interest

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Name	al	Social Security or I	Employer Numbe
Trode Name (H. smy)	Long Wach	्रवाह	90806
Malling Address	City	State	
Chief Place of Business	City	Sheffi X	
Residence (individuals)	City	Stole M	C I
ECURED PARTY—Name and Mailing Address (Transit a	ind A.B.A. No.)	VIA VIA	
California Pacific Bank 131 W. Com		n. Co = 70-3083/1202	2
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OLLATERAL (OTHER): Indicated by Borrower's initials:			
EQUIPMENT:	c. LIVESTOCK:		
All other equipment now owned by Borrower.		estock now owned by Barra quired livestock.	wer.
All after acquired equipment.	All increase		
All accessions to equipment. CROPS AND TIMBER UNDER CONTRACT TO BE	CLIT All product	s (in unmanufactured state	e) of livesto
AND REMOVED:	All proceed	is from livestock and prod	ucts thereof.
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All proceeds from crops and timber and prod	ects All differ ou	douga tour sobbugs.	
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URCHASE MONEY SECURITY INTEREST: If indicated by Borrower's initials, Bank is giving	value to enable Borrower to a	cquire rights in, or the use	of, Collater
NCORPORATION OF PROVISIONS ON REVERSE: All p	provisions on the reverse side or	e incorporated herein as if s	et forth fully
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ORIGINAL-(TO BANK)

CCC-

SECURITY AGREEMENT IBANK NOT TO BE IN POSSESSION

L WARRANTIES AND REPRESENTATIONS: 1

T. Borrower's Tifle—Except on specified hereig, Borrower

1. Borrower's Tifle—Except on specified hereig, Borrower

2. Borrower's Authority—Borrower has authority to en
actife the Agreement for Borrower.

3. Information—Any and all information now at here JPONS: Borrower worrants and represents that:

specified herein, Barrower has, or upon expelsition will have. Hite to all Collaberal and no other pessor, antity, paency, or
to have, or upon acaptation will have, any right, title, lies, enambrouce, adverse daile, or interest in any Collaberal,
near has authority to enter into the Agreement and any person signing if on Borrower's behalf has been diffy sufficient to ex-

after supplied to Bank by Barrower, or at Barrower's request at Instruction is correct.

II. COVENANTS AND AGREEMENTS: Borrower covenants and ourses that:

3. Information—Any and all information new or hereafty supplied to Bank by Borrows, or all Borrowski's request of instruction is restrict.

IL CONNAINS AND AGEEMBRIS: Borrows commands and agrees that:

1. Payment—Extrawer will have my of Borrows's lead, lead of control instructed by Bank under the Agreement with instead in the legal rate from the present findeding reasonable charactery; from legal expenses, and could be appenditure.

2. Enconside Condition—Borrows: will not commands not pound to present any protecting in borkryptry, sectionarily, or stilling recording to the control of the legal rate from the condition of the control of the legal rate from the condition.

3. Enconside Condition—Borrows: will not command not pound to present any protecting in borkryptry, sectionarily, or stilling recording, controlling the condition of the condi

for such purpose.

III. REMEDIES: Borrower understands and agrees that in the event that: (a) Any worranty or representation is false or is believed in good falth by Bank to be false; (b) any covenant or agreement is impoired; or (c) Dank in good falth deems itself inserver (because the prospect of payment is impaired; the prospect of by law or the Agreement, and to the extent provided by law, may:

1. Expanses—incur expenses (including reasonable attence); fast, legal expanses and costs) to exercise any right or power under the Agreement 2. Require Additional Collateral—demand that Borrower provide enough additional Collateral in a server is colligationally because the prospect of payment is impaired; the power under the Agreement 2. Performance of Borrower's Colligations by Bank— (but need not); perform any obligation of Borrower, and may (but noted not); trake payments, and expenses.

3. Performance of Borrower's Colligations by Bank— (but need not); perform any obligation of Borrower, and may (but noted not); trake payments, and expenses.

4. Set-Off—exercise all rights of set-off and Banker's light to the same effect and in the same manner at it no Collateral had been given.

5. Default—declare, without notice to the Borrower, that a default has occurred.

6. Acceleration—declare, without notice to the Borrower, that the entire Indebtedness is immediately due and payoble.

6. Acceleration—declare, without notice to the Borrower, that the entire Indebtedness is immediately due and payoble.

6. Incussion—id not then in passersion of the Collateral, take passession of and protect the Collateral; require the Borrower or entire to the Borrower or entire to the default, acceleration and other actions of the Borrower or entire to the collateral end make it crallable to Bank to a reasonable attence of the obligation and Indebtedness; dispose of the Collateral; and apply the proceeds of disposition, including provision for reasonable attencess?

6. Suit, Kelentian or Disposition of Collateral, Application of Procee

IV. RULES TO CONSTRUE AGREEMENT: Borrower understands and agrees that:

RULES TO CONSTRUE AGREEMENT: Borrower understands and agrees that:

1. Time of Essence—Time is of the assence of the Agreement.

2. Waiver—Bank's acceptance of partial or delinquent payments or failure of Eark to exercise any right or remady shall not be a waiver of any obligation of Ecrower or right of Bank nor constitute a modification of the Agreement nor constitute a waiver of any other similar default subsequently according.

3. Entire Agreement—The Agreement contains the entire security agreement between Bank and Barrower.

4. Assignments, etc.—The provisions of the Agreement are hereby made applicable to the standards of the Agreement of Sank's successors and assignst the Agreement and assignst the Agreement and assignst the Agreement of Sank's successors and assignst the Bank's applicable to the Bank's options, be provided to a bank's successors and assignst the Bank's applicable to the Bank's options, be provided to a bank's successors and assignst the Bank's applicable to the Bank's part of the Bank's part of the Bank's prover.

5. Multiple Borrowers when then one Borrower is joint and several and the discharge of my Barrower, for any reason other than full payment, or any examination of Barrower, for any reason other than full payment, or any examination of Barrower, for any reason other than full payment, or any examination of Barrower, for any reason other than full payment, or any examination of Barrower, for any reason of Barrower, for any reason other than full payment, or any examination of Barrower, for any reason of the Bank's remedies or payment.

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	UNITED STATES OF AME		•	40-1
	DEPARTMENT OF TRANSPOR			
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•	AIRCRAFT BILL OF		0 (001834
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NDE	RSIGNED OWNER[S] OF THE FICIAL TITLE OF THE AIRCRA	FT DESCRIBED AS		
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ORIGINAL: TO FAA

AC FORM 1839-2 (4-71)(0052-629-0002)

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FAA AIRCRAFT	REGISTRY
CAMERA NO. 4	REGISTRY 2/16/82

brm 818, Part 2 (3-63) Obsolete previous edition

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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 the service ments, the form of release used by the seller or assignee should be drafted in accordance with the pertialed provisions of the local statutes. If this release form meets the local statutes, you may use the 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 the follow-

	DOC. RECORDED
	of the note or other evidence of indebtedness secured by the follow-
described contract of conditional sale on	aircraft, FAA registration number N 95467
	_tan .f. 12 28 PH '67
ted February 1964 executed by I	rving L. Jones, Jr & Donata & 38 assembla seller,
	TAA .
Antilles Air Boats, I	nc AIRCRAF,TcREGISTRY purchaser,
d assigned to	•
is contract was recorded by the Federal Av	June 11, 1964
is contract was recorded by the rederat Av	rightion Agency on,
was assigned document number	R 99068
	1 atal and a strong discrete day follows:
undersigned is also the holder of the legs	
Grumman G-21	N 95467
(Aircraft make and model)	(Aircraft serial number) (FAA registration mumber)
r and in consideration of the payment in fu	ll of the indebtedness due under the above-described contract of con-
	ne neember 66
onal sale the undersigned does this	day of December , 19 66,
I, grant, transfer, and deliver all of hi	s right, title, and interest in and to the above-described aircraft,
Antilles Air Boats,	
o	(Conditional Purchaser)
	and to
ose address is	and to
executors, administrators, and a	assigns, to have and to hold all and singular, the said aircraft forever.
	ve set our hand and seal this 16th day
TESTIMONY WHEREOF, we have	re set our hand and seal this 16th day Irving L. JOnes, Jr
TESTIMONY WHEREOF, we have have he signature of a person signing for a	re set our hand and seal this 16th day Irving L. JOnes, Jr Donald B. Sittman
he signature of a person signing for a orporation other than the president, ice president, secretary, or treasurer,	re set our hand and seal this 16th day Irving L. JOnes, Jr Donald B. Sittman
he signature of a person signing for a person or the president, it is president, secretary, or treasurer, ill not be accepted unless there is sub-	Irving L. JOnes, Jr Donald B. Sittman (Name of Seller or Assigned)
he signature of a person signing for a person other than the president, compression of treasurer, ill not be accepted unless there is sub- nitted a certified copy of the authority	re set our hand and seal this 16th day Irving L. JOnes, Jr Donald B. Sittman
he signature of a person signing for a person or treasurer, ill not be accepted unless there is sub- nitted a certified copy of the authority ranted him by the Board of Directors	Irving L. JOnes, Jr Donald B. Sittman (Name of Seller or Assigner) Signature (In ink) Owners
he signature of a person signing for a person other than the president, it president, secretary, or treasurer, ill not be accepted unless there is sub- nitted a certified copy of the authority ranted him by the Board of Directors the corporation to act in that	Irving L. JOnes, Jr Donald B. Sittman (Name of Seller or Assigner) Signature (In ink) Owners
he signature of a person signing for a proporation other than the president, copresident, secretary, or treasurer, ill not be accepted unless there is sub- nitted a certified copy of the authority anted him by the Board of Directors the corporation to act in that	Irving L. JOnes, Jr Donald B. Sittman (Name of Seller or Assigner) Signature (In ink) Owners
TESTIMONY WHEREOF, we have the signature of a person signing for a corporation other than the president, it president, secretary or treasurer, will not be accepted unless there is submitted a certified copy of the authority ranted him by the Board of Directors of the corporation to act in that apacity.	Irving L. Jones, Jr Donald B. Sittman (Name of Seller or Assigne) Signature (In ink) Owners ACKNOWLEDGMENT
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FEDERAL AVIATION AGENCY 5300 South Portland

Okishoma City Okishoma 73119

34 JUN 1 1 1964

Sving Jones W- + Donald B. Sittmen 6440 S. W. 107 St. Miani, Flarida

CONDITIONAL PURCHASER: autilles aurboats, Suc-

We have received the contract of conditional sale which was submitted for recording by the Federal Aviation Agency.

The contract, dated $\frac{1}{16}$ $\frac{1}{16}$ $\frac{1}{16}$, was recorded on $\frac{6}{16}$ $\frac{1}{16}$ as document number $\frac{1}{16}$ $\frac{1}{16$

The Regulations of the Administrator provide that when the payments and conditions of the contract have been made or performed by the conditional purchaser, the holder of the contract shall execute a release and forward it to this office for recording. The above-mentioned document number should be included in the release.

A suggested form of release is printed on the back of this letter. The release should be signed in ink by the seller or assignee; if a corporation, signed by the president, vice president, secretary or treasurer, and acknowledged before a notary public or other official authorized to take acknowledgment of deeds.

There is no fee for the recording of a release.

Sincerely yours,

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

(OVER)

	OM:	
	Aircraft Registration No. MAKE MODEL	SERIAL NO.
A	The above reported aircraft has been totally destroyed. Name:	
7	CANCELLATION OF AIRCRAFT REGISTRA	ATION NUMBER
1.5	N-95469 Antilles Airbeats In	Lien Information on File None Dutstandin Recorded Conveyance
В	E-	No
	The above Registration Number is to be canceled for the reason checked be Accident	on .
	☐ 'Revocation AC Form 8050-73 Action description Other (Specify)	INDEX CHECKED THROU
	Official approving the cancellation: Name: AMON CALLED TIME	DATE: 35 24 APR 1
1	CONFIRM TO: WIRE MAIL	COPY TO: WIRE MAIL REINSTATE
+		18 100577
	CHARGE TO:	FOREIGN MARKINGS:

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TOTALLES AIRECATS INC SEAPLANE RAMP VETERANS DR CHRISTIANSTED. VIRGIN I SLANCS CANCELLATION OF REGISTRATION REQUEST OMB NO. 0 AIRCRAFT SERIAL NUMBER AS OF DECEMBER 31, 1973 AIRCRAFT MANUFACTURER, MODEL, AND SERIES GPLMMAN G-21A ONB NO. 0 AIRCRAFT SERIAL NUMBER GPLMMAN G-21A ONB NO. 0 AIRCRAFT MANUFACTURER, MODEL, AND SERIES OTTY OTTY ANTILLES AIRECATS INC SEAPLANE RAMP VETERANS DR CHRISTIANSTED. VIRGIN I SLANCS CORP OTTY CORP OTTY CORP OTTY CORP OTTY CORP OTTY CORP OTTY The MARKS: (Corporation of Registration Request 176. STO TOTAL CORP OTTY OTTY	ે ?હ	••				•					
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17d. EXTRATION ELIGIBILITY. I (we) certify that: (1) I am a (we are) U.S. clizen(s); (2) I (we) own the aircraft identified above; and (3) to the best of my (cur) knowledge it is not registered under the laws of any foreign country. SIGNATURE X 17d. EXTRATION ELIGIBILITY. I (we) certify that: (1) I am a (we are) U.S. clizen(s); (2) I (we) own the aircraft identified above; and (3) to the best of my (cur) knowledge it is not registered under the laws of any foreign country. SIGNATURE X	TED.	RATION REQUEST	ATION OF REGISTRATI	CANCELLA					,		-
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	يحب	-120	احمد	SIGNATURE X	'See Instructions On reverse						
TITLE MANAGERIAL POSITION CONTRACTOR OF THE MANAGERIAL POSITION FAR PLLS FOR PROJECT FOR STATE OF THE PROJECT	ON P	L PCSITIO	MANAGERIAL		gt frem						

NOTE: Entries made on the original will appear on the second copy without using carbon paper. The second copy of this form is for the aircraft owner. Shaded areas are for FAA ase only.

INSTRUCTIONS FOR COMPLETING AND SIGNING THE FORM ON THE REVERSE.

For your convenience this form has been preprinted with all available information in FAA records as of December 31, 1973. Where the preprinted information is correct, no entry is needed. Where the information is incorrect or out-of-date insert the correct information in the space provided. Where no information is preprinted please enter the information requested in the space provided.

GUIDELINES FOR COMPLETING SIGNATURE BLOCKS 17 AND 18.

- 1. If this aircraft is still eligible for registration, and you wish to continue its registration, sign Block 18 and enter the date in Block 20. Follow the guidelines for signature below.
- 2. If the aircraft is now ineligible for registration in your name or you wish to cancel its registration for other reasons, complete and sign Block 17 and enter the date in Block 20, following the guidelines for signature below.

FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

PORM FAA-BOO (PART E) (6-38)

38-05 U2 77 FEDERAL AVIATION AGENCY

APPLICATION FOR REGISTRATION 30 N

APPLICATION FOR REGISTRATION 30 N

AREA ADDRESS OF APPLICANTS OF APPLICANT SUPPLICATION FOR REGISTRATION WARRE NO MODEL

St. Croix, Virgin Islands

SERLAR RAP UTBLOWS DE GENERAL MODEL

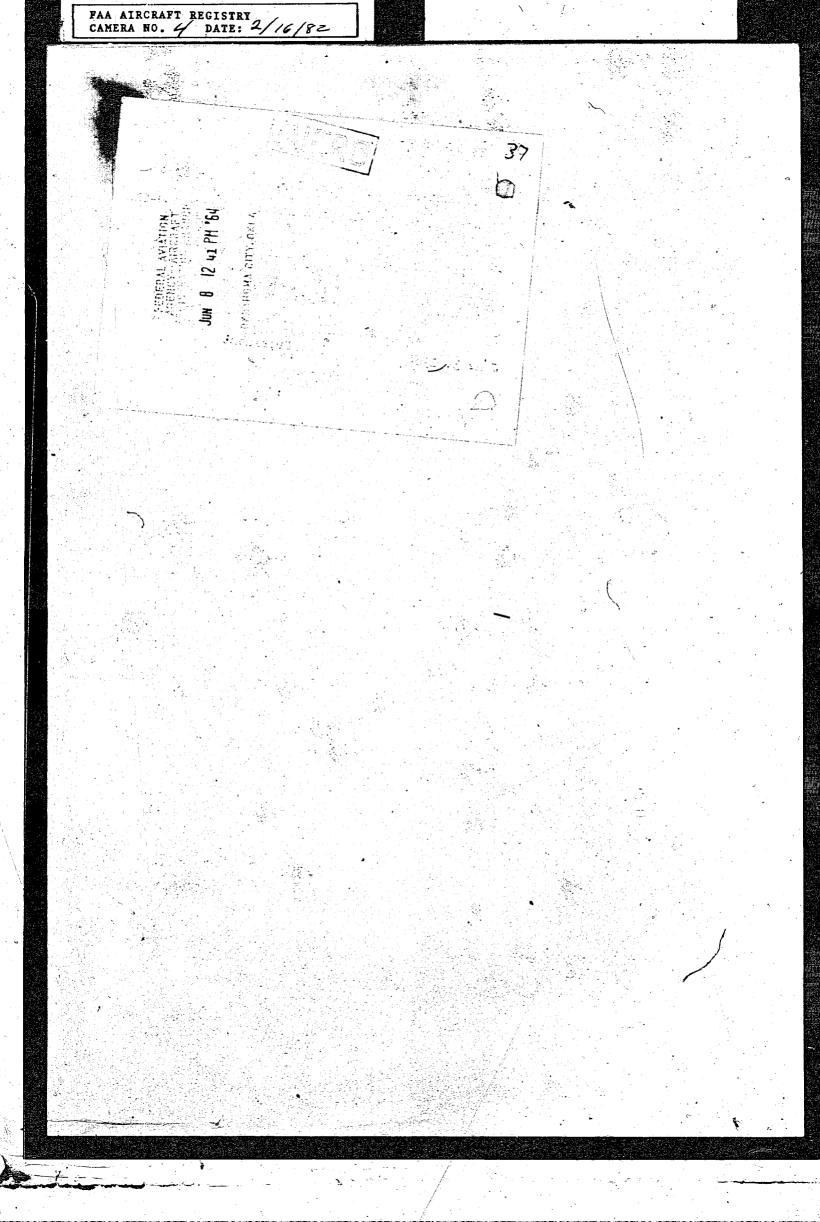
CHYCK WHETHER OWNERSHIP CO-OWNERSHIP OWNER

I HEREBY CERTIFY that the above described aircraft is not registered under the laws of any foreign in Section 101(13) of the Federal Area applicants are the cold ownering for the craft, or the purchases more appear before as applicants are the cold ownering for the craft, or the purchases of conditional sale submitted as a fee for ownering the theory of Part A and a copy of Part B. (If executed for co-ownership, all must sign)

FORWARD THIS COPY TO OKLAHOMA CITY, OKLAHOMA—Retain Duesliesh Copy.

FORWARD THIS COPY TO OKLAHOMA CITY, OKLAHOMA—Retain Duesliesh Copy.

FORWARD THIS COPY TO OKLAHOMA CITY, OKLAHOMA—Retain Duesliesh Copy.



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CONDITIONAL BILL OF SALE

Jun 1 3 22 PH '64

FEDERAL AVIATION AGENCY

KNOW ALL MEN BY THESE PRESENTS, That we, IRVING L. JONES, JR. and DONALD B. SITTMAN, each residents of the County of Dade and State of Florida, Parties of the First Part, hereinafter referred to as the "Sellers", in consideration of the sum of \$41,000.00 of which the sum of \$18,000.00 has been paid, receipt whereof being hereby acknowledged, do hereby conditionally grant, bargain, sell, transfer and deliver unto ANTILLES AIRBOATS, INC., a corporation organized and existing under the laws of the Virgin Islands, Party of the Second Part, hereinafter referred to as the "Purchaser", the following described aircraft:

That certain Grumman G-21A Goose, Serial No. 1161; Registration No. N-95467, together with accessories and engines installed therein,

subject to the faithful performance by the Purchaser of each and every of the covenants and provisions herein contained and undertaken by the Purchaser to perform, this Conditional Bill of Sale being subject and made upon the following express conditions:

- 1. That the Purchaser shall pay and comply with each of the provisions of that certain promissory note of even date herewith executed by it and payable to the order of the Sellers in the principal sum of \$15,000.00 according to the true intent and meaning thereof.
- 2. That the Purchaser shall pay and comply with each of the provisions of that certain promissory note of even date herewith executed by it and payable to the order of the said DONALD B. SITTMAN in the principal sum of \$8,000.00 according to the true intent and meaning thereof.
- 3. It is hereby acknowledged and agreed by and among the parties that the aforesaid 2 promissory notes shall be accelerated and full payment shall be due immediately at the

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KP Bd B - Jun 8-2119-Ck 40-Rg A

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 2/16/82

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option of the holders in the event of any one or more of the following events:

(a) In the event the Purchaser shall abandon normal flight operations in the transportation of passengers and cargo between Christianstad, St. Croix and Charlotte Amalie, St. Thomas; or

36-7

- (b) In the event the Purchaser shall sell or otherwise dispose of the said aircraft, or suffer the same to be sold or disposed of by attachment, sale or otherwise; or
- (c) In the event the Purchaser shall fail to maintain the aircraft, its engines and equipment in airworthy condition in full compliance with all regulations and directives of the Federal Aviation Agency, or its successors; or
- (d) In the event the Purchaser shall default in the payment of any installment due under the provisions of either of the said promissory notes, or shall default in the payment of any premium due on any policy of insurance, and remain so in default for a period of 30 days or more.
- 4. That the Purchaser shall purchase and maintain bodily injury liability insurance insuring each passenger in an amount of not less than \$50,000.00, and property damage insurance insuring against each occurrence in an amount of not less than \$100,000.00.

maintain hull insurance insuring the aircraft in an amount not less than \$23,000.00 against all perils. Each of the aforesaid policies of insurance shall name the Sellers as additional insureds and shall expressly provide for breach of warranty in favor of the Sellers. It is specifically agreed that the aircraft shall be kept so insured so long as there remains due to the Sellers any sums upon the purchase price.

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It is further agreed that the originals of said policies or acceptable duplicate originals small be delivered to and retained by the Sellers so long as there remains due the Sellers any sums upon the purchase price. It is further specifically agreed that should the Purchaser for any reason fail to maintain the said insurance, such default shall immediately entitle the Sellers to retake possession of the aircraft and to terminate this Conditional Bill of Sale .-

- 5. That upon delivery of the aircraft by the Sellers to the Purchaser the risk of any loss or damage to the aircraft. shall be borne by the Purchaser, and the Sellers shall be under no further responsibility to maintain or repair the same. It is further agreed that the aircraft is delivered to and accepted by the Purchaser in the condition as it now exists and that there exists no warranty of condition.
- 6. That time is of the essence of this Conditional Bill of Sale and of each and every of the provisions herein contained.
- 7. That in the event a Sales Tax be determined to be due upon this sale, that the Purchaser shall be responsible for its payment.
- 8. Should the Purchaser comply with each and every of the provisions herein contained and of the 2 said promissory notes referred to herein, this Conditional Bill of Sale shall be and become absolute and title to the said aircraft shall vest unconditionally in the Purchaser free and clear of any lien or claim of the Sellers.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 7 day of FEB. 1964.

Signed, sealed and de-livered in the presence of: ANTILLES AIRPOATS, INC. By: Challes Som DECIPETATY
KELLY, PAIGE, BLACK & BLACK, ATTORNEYS AT LAW, ALFRED 1. DUPONT BUILDING, MIAMI 32, FLORIDA

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STATE OF PLORIDA) : 88.
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, IRVING L. JONES, JR. and DONALD B. SITTMAN, to me well known to be the persons described in and who executed the foregoing Conditional Bill of Sale on February 7, 1964, and they acknowledged before me that they executed the same on that said date freely and voluntarily and for the purposes therein expressed.

witness my hand and official seal at Miami, County of Dade and State of Florida, this day of April, 1964.

Ju 4, 1966

Notary Public, State of Florida at Large

My Commission expires:

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PAA AIRCRAFT REGISTRY CAMERA NO. 4 NATE: 2/16/82

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STATE OF FLORIDA BS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CHARLES BLAIR, President of ANTILLES AIRBOATS, INC., a corporation, to me well known to be the person described in and who executed the foregoing Conditional Bill of Sale on February 7, 1964, and duly acknowledged before me that he executed the same for the purposes therein expressed as the act and deed of said corporation.

WITNESS my hand and official seal at Miami, County of Dade and State of Florida, this 3rd day of June, 1964.

Notary Public, State of Florida at Large

My Commission expires:

ptember 24, 1966

FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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PERSONAL SERVICES SER

PAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

WADD 30 1964 B	rm Approved ldget Bureau No1-R889.4
FORM PAL-BOO (PART B) (8-30) 1/2 APR 3 0 1964 BE FEDERAL AVIATION AGENCY APPLICATION FOR REGISTR	ATION 35-1VU
WANTAND ADDRESS OF APPLICANT (Sent on that shows on Part & 41 and 1974)	N=4 95462
Domaid B. Sireman Sudo S. W. 107th Screets	ment of the second
Michiel Florida	
E CORPORATION E PARTNERSHIP CO-OWNERSHIP OWNER	nder the laws of any foreign
in Section (1975) at moder a contract of conditional sale submitted or craft, or the purchasers under a contract of conditional sale submitted as purpose of registration; and that both copies of Part A and a copy of Part evidence of ownership were forwarded to the Federal Aviation Agency, Was	B of Form FAA-500 and legal bington, D. C.
SIGNATURE OF APPLICANT (IN INE) (If stageted for ca-page	settman
1/31/64 Co owner & hours	Jones JV
DATE OF APPLICATION If all the above statements are true and made in good faith, the above statements are true and made in good faith, the abovestif depending registration or notification from the Federal Ariation Agency, promof—plicable Civil Air Regulations are compiled with.	ided airworthiness requirements

PAA AIRCRAFT REGISTRY 2/16/82 35 ALAN ONLAHONA CITY, OKLA HA SI II DE RAN - 64

ACENCY-AINATION ACENCY-AINGH STREET

FORM FAA-800 (PART C) (8-89)
FEDERAL AVIATION AGENCY
BILL OF SALE R 9 8 2 7 2 34-7
For and in consideration of \$10.00 & OVCthe understaned of the full total and beneficial title of the aircraft described 72 323
AIRCBAN MAKE AND MODEL
Grumman G-21A DOC. RECORDED
SERIAL NO. REGISTRATION MARKS
1161 N — 95467 APR 30 4 08 PH '64
does this 31 day of January PEOGRALAY ATION AGENCY hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:
Trying L. Jones, Irachies
Donald B. Sinton 6440 S. W. 1074th Street S. Mismit, Florida
and to 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 have setmy hand and seal this31 day of
January 19 64
NAME OF SELLER Southeast Airlines, Inc.
BY (SIGN IN INK) Sauce of Course sign)
One last
(If signed for a corporation, partnership, owner, or agent)
ACKNOWLEDGMENT
State of Florida On this 31 day of January 19 64 State of Florida before me personally appeared the above named
reller to me known to be the person described.
County of Dade 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 de Windeld
My Commission Expires Feb. 14, 1956
THY COMMISSION EXPIRES MILEIDED DIFFLY CO. Of N. Y
D. FORWARD THIS COPY TO WASHINGTON Retails Duplicate Corv.
PRIVARD THIS COPY TO WASHINGTON— Retain Dusticate Cacy. 18 APR 20 1964

FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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raft, or the purchaser expose of registration vidence of sweetship	S and that both cop- were forwarded to the GNATURE OF COP- PELICANT (IN IME).	De La	for so swarphip	77	/

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PAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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M FAA-800 (PART C) (S-89)			32-	1
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Grumman G-21A	REGISTRATION MARKS			•
1161	N- 95467		3 13 M E3	
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res this 7th day of eby sell, grant, transfer, afterest in and to such aircra				
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BY (BIGK IN INK)-	(11/executate fo	or co-comprehip, all	must sign)	- 1
Vico -	President /	/		_
TITLE	(If signed for a corporation	n, purinorskip, awae	r, or agent)	
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State of	seller	to me known to	or foregoing bill of se	ile.
County of Harris				
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and official seal the day and y	ear written above.			
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FORM ACA-BOC (PART B) (7-88)	Porm Approved Budget Bureau No. 41-R889.4_
U. B. DEPARTMENT OF COMMERCE—CIVIL AERONAUTIC APPLICATION FOR REGIST	
U.S. 011 of Louisiana Inc. 1500 Gray, P.O. Box 2566 Bouston 1, Texas	N— 95467 AMERICAN MARK AND MORE GRUNDSING
CHECK WHETHER OWNERSHIP IS G CORPORATION PARTNERSHIP CO-OWNERSHIP OWNER	
	ne applicant is (are) a citizen nautics Act of 1938; and that legal evidence of ownership
March 1, 1960 Date of Application TITLE TITLE	
the above clatements are true and made in good faith, the aircraft day regulated on rotification from the Civil Aeronautice Administrative to applicable Civil Air Regulations are compiled with	secribed above may be operated, trution, provided alemorthiness

FORWARD THIS COPY TO WASHINGTON - Retain Destinate Copy.

FAA AIRCRAFT REGISTRY 2/16/82

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ATTOMÁLITY AND RESERVATION MANICE	Green G -21A	
D.S. 611	of Louisiana Date.	7 -
ROOMERS OF OWNER	DOME STATE SOME STATE the above described aircraft has been duly electration. Department of Commerce, United	

FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

PORNI ACA-800 (PART C) (7-88)	7-1
BILL OF SALE 189309	12
For and in consideration of \$10.00 & othershe undersigned owner of the full legal and beneficial title of the aircraft described as follows:	
GYUMMAN 6 - 214 0 DOO. RECORDED	
1161 N — 95467 MAY 12 7 25 PM '60	,
does this 18t day or March 19 60 TELL AVIATION AGENCY hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:	
(Name and address of purchaser—some as on Parts A and E of this form) U.S. Oil of Louissiana Inc. 1500 Gray, P.O. Box 2566	1
Houston 1, Texas	
and to <u>their</u> 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	MAR-22-60
IN PAYOR OF	ठ
In testimony whereof I have set MY hand and seal this 18t day of March 19 60	0 1 0
John W. Mecon	8 0
BY (BION IN INK) DEN W. Mecon	•
Owder	<u>_</u>
(If signed for a corporation, partnership, owner, or agent)	S
ACKNOWLEDGMENT On this lat day of March 1960	L
State of Texas before me personally appeared the above named	il i
County of Harris 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 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 water above.	
Notery Public in and for Horis County, Texas Kattoch B Mach	
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PAA AIRCRAFT ETGISTRY CAMERA NO. 4 DATE: 2/16/82

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PAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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POFTE ACA-BIR-1	UNITED STATES OF AMERICA DEPARTMENT OF COMMERCS CIVIC AERONAUTICS ADMINISTRATION	27-/
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PAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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FORM ACA-500	UNITED STATES OF AMERICA DEPARTMENT OF COMMERCE CIVIL AERORAUTICS ADMINISTRATION CERTIFICATE OF REGISTRATION	2 3
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DEPARTMENT OF COMMERCE CIVIL AERONALTICS ADMINISTRATION (9-5)	FORM APPROVED BUDGET BUREAU RO. 22-1
APPLICATION FOR REGISTRATION	-
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PAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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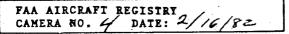
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PAA AIRCRAFT BEGISTRY CAMERA NO. 4 DATE: 2/16/82

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TOF NEFUC	Met .	AIRCRAFT
J.A. C	BOCKET	Grownen
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PAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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PART B DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION APPLICATION FOR REGISTRATION	FORM APPROVED BUDGET BUREAU NO. / // 41-R89.1 1. REGISTRATION NO.
Mr. W. A. Grocket	N 95467 C AIRCRAFT HAKE
3. ADDRESS (Number, street, city, some, and Steam)	STIAL IN
h208 Hilson Avenue Frespo, California	1161
5. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE TO THE CHIEF, CERTIFICATION AND RECORDATION SECTION, CIVIL AER	ALDCOAST IS NOT REGIS-
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IF ALL THE ABOVESTATEMENTS ARE TRUE FITTH STEIN GOVERNMENT OF THE BE OPERATED PENDING REGISTRATION FOR 80 DAYS PROVIDED AIRWAY CABLE CIVIL AIR REGULATIONS ARE COMPULED WITH. THE ORIGINAL BE RETAINED IN THE AIRCRAFT DURING SUCH TIME	OF THIS APPLICATION (PART B) MUST

PAA AIRCRAFT REGISTRY CAMERA HO. 4 DATE: 2/16/82

Form ACA-500.1 (9-47)	UNITED STATES OF AMERICA DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION CERTIFICATE OF REGISTRATION	16-1
		3. AIRCRAFT SERIAL
1. NATIONALITY AND R ISTRATION MARKS N 95467	G Z. MAKE OF AIRCRAFT GREENBLA	1161
Hardy A	viation, Inc.	
NAME OF OWN		oni II
R. D. 1	4	
ADDRESS OF C		WW
Waynesi	ocro. Pennsylvania	
ату	ZONE STATE	
the register of the States of America	CERTIFIED that the above-described aircraft has be Civil Aeronautics Administration, Department of an accordance with the Convention on Internat 7, 1944, and with the Civil Aeronautics Act of	ional Civil Aviation 1938, as amended.
To be	executed by Aircraft Records Section, Washing	ton, D. C. Au
F ISSUE:	BY DIRECTION OF THE ADMINIST	TRATOR: 9-2-49
	8, 1949 pt Beage W. He	ldenom!
THE MENT T	DIR	ECTOR, AIRCRAFT SERVICE

S. S. SOVERBRENT PRINTING OFFICE 16-5743

PAA AIRCRAFT RECISTRY 2/16/82

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SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that A. D. Johnson, of the City of Los Angeles, County of Los Angeles, State of California, does hereby certify and declare that a certain chattel mortgage bearing date the 10th day of March, 1947, between Kenneth Brown and the United States of America acting through an agency known as the Regional Office of War Assets Administration of Los Angeles, California, and executed by said Kenneth Brown covering a Grumman Aeroplane as specifically described therein and which chattel mortgage was recorded with the Civil Aeronautics Authority together with the debt to be secured, is fully paid, satisfied and discharged.

That said chattel mortgage was, subsequent to its execution and under date of May 9, 1949, assigned to the undersigned, A. D. Johnson, who is now the owner and holder thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of August, 1949.

RECORDED Washington, B.C.

Aug 18 8 30 AH '49

SIVIL AEAGNAUTICS LADHIMISTRATION

STATE OF CALIFORNIA

County of Los Angeles)

On this 5th day of August, 1949, before me, a Notary Public in and for said County and State, personally appeared A. D. Johnson, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State. My Occupation Expires Nov. 9, 1951



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Departhent of Commerce. Civil aeronautics romn

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 2/16/82

Lie de 1. REGISTRATION DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION FORW ACA-500 (12-19-45) N 99167/ APPLICATION FOR REGISTRATION PART B A. AIRCHAFT T . NAME HARDT AVIATION THE. GRUUSAN G-27A 3. ADDRESS (Street and number, city, some and state) SERIAL NO. ED #4 WAYNESBORD, PENIA. "5. I HERERY CERTIFY THAT PART "A", FORM ACA-500 AND LEGAL EVIDENCE OF OWNER-SHIP WERE FORWARDED TO THE CHIEF, REGISTRATION AND RECORDATION SECTION, CIVIL MANUSCON 25. D.C. ON ANNUST 10 19 AERONAUTICS ADMINISTRATION, WASHINGTON 25, D.C., ON AUTUST 10 19 10; THAT! THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LARS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS ACTIVEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938- (See Reverse Side) LL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH. THE AIRCRAFT IN 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.

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PART B - APPLICATION FOR REGISTRATION

Items 1 to 4 inclusive -Except for change is sequence, information give these items will be identical to that given is items 1 to 5 inclusive Part "A".

Item 5 - The date that the purchaser forwards the original of Part "A" and all copies of Parts "A", "B" and "C" to the Civil Aerosautics Administration, Certification and Recordation Section, A-800, Mashington 25, D.C., shall be inserted. Until this is accomplished, the aircraft may not be flown for the sixty day period otherwise allowed, provided airworthisess requirements of applicable Civil Air Regulations are complied with.

of applicable Civil Air Regulations are complied with.

Applicant must be the owner of the aircraft except when owner is artificial person, that is, corporation, etc. Signature of applicant as required in item 5 certifies that the aircraft is not registered under the laws of anyforeign country; that the owner is a citizen of the United States, and that application for registration in the owner's name has been made and file forwarded to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D. C.

"Citizen of the United States" means [A] an individual who is a citizen of the United States or of one of its possessions, or (B) a partner-ship of which each member is such an individual, or [C] a corporation or association created or organized under the laws of the United States, of which the President and two-thirds or more of the Board of Directors and other managing officers thereof are such individuals and in which at least 75 percentum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

RN ACA-500 DEPARTMENT OF COMMETCE FORM APPROVED 2-19-461 CIVIL AERONAUTICS ADMINISTRATION BUDGET BUREAU NO. 41-8889. RT C BILL OF SALE
DR AND IN CONSIDERATION OF S 1.00 THE UNDERSIGNED OF THE FULL LEGAL AND DESCRIBED AS FOLLOWS:
GRUENE C-214 1161 1 99167
OES THIS 10-th DAY OF AUGUST 19 19 19 ERROY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST HAND TO SUCH AIRCRAFT UNTO:
AME OF PURCHASER TARIYY AVIATION INC.
RD #4 AYNESBORO, PENA.
TO to HOLD SINGULARLY, THE SAID AIRCRAFT FOREVER, AND CERTIFIES THAT SAME. IS NOT SUBJECT TO ANY MORTGASE OR DIHER ENCOMPRANCE EXCEPT: DATE
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FOR (Name of corporation, partnership)
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COUNTY OF TANK I'M
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THE FOREGOING BILL OF SALE, AND DEED. GIVEN UNDER EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.
HOTARY PALLIC HARVE 1-7-5/
READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

PART C - BILL OF SALE

TO PURCHASER: It is your responsibility to determine at time of purchase of aircraft that chain of title to you is in order (from last registered owner and all intervening owners), and whether or not there is a manufacturer through all intervening owners), and whether or not there is a lien, mortgage or other encumbrance against such aircraft. Copies of fills of Sale confirming chain of title should be obtained and attached to file when forwarded for registration inyour name. For use in checking this form at the time of purchase, both inconsection with previously unregistered and previously registered aircraft, the following conditions are discussed:

Condition I - SALE OF AN AIRCRAFT WITH CLEAR TITLE. The seller will complete Part "C" in detail and the purchaser should check its accuracy. Bothoriginal and copy must be signed in ink by the seller and both attested to by a Notary Fablic. The purchaser should detach the original of the Bill of Sale, and retain it as proof of ownership.

Condition 2 - SALE OF ENCUMBERED AIRCRAFT - OTHER THAN CONDITION 3 - Seller shall complete Part "C" exactly as described above, and in addition, and the amount and date thereof, and the name of the owner of the encumbrance. However, if it is desired that the encumbrance be recorded with the Civil However, if it is desired that the encumbrance be recorded with the Civil Aeronautics Administration, the original or an executed counterpart thereof, Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, Administration, Certification and Recordation Section, A-300, Washington 25, D.C., togewher with recordation fee of \$5.00, (in addition to the registration fee of \$5.00) payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.)

Condition 3. AIRCRAFT SOLD WITH COMPITIONAL SALE CONTRACT. - (FORM ACA-906 OR EQUIVALENT.) - Part "C" (Bill of Sale), will not be completed by the seller. The purchaser shall complete Parts "A" and "B" as instructions provide, and in place of the Bill of Sale, the original Conditional Sale Contract or an executed counterpart thereof (signed and notarized duplicate), the original and copy of Part "A" and copy of Part "B" together with fee of \$10.00 (\$5.00 for registration and \$5.00 for recordation of sale contract, of \$10.00 (\$5.00 for registration and \$5.00 for recordation, Certification and Sall be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, A-800, Washington 25, D. C. Such remittance may be made by money-order or check made payable to the Treasurer of the United States, (Currency forwarded at your risk - stamps not acceptable.) Title to the aircraft is retained by the seller until the terms of the conditional sale contract are fulfilled.

Condition 4 - RECORD THE HIPSTONER OF MORTGAGE OROTHER INSTRUMENT AFFE.

TITLE TO REGISTERED ALLEGATION THIS TRAY be accomplished by forwarding to the Civil Aeronautics Animal States of Control of C

SEALAIMENT UF COMMERCE

AFTER AN ENCUMBRANCE HAS BEEN RECORDED AND ASSIGNED, AN ACKNOWLEDGMENT WILL BE FURNISHED BY THE CAA TO THE MOLDER.

1	ORM ACA-500 DEPARTMENT OF COMMERCE 12-19-461 CIVIL AERONAUTICS ADMINISTRATION BUDGET I	BY APPROVED BUREAU NO. 41-R889 B - MARA
r	FOR AND IN CONSIDERATION OF \$ 2.000.00, THE OF THE FULL LEGAL AND SENEFICIAL TITLE OF THE AIRCRAFT DES	UNDERSONED OWNER CRIBED AS FOLLOWS:
		# 95467
	DOES THIS DAY OF BURNEY ALL OF HIS RIGHT.	TITLE AND INTEREST
	Welcolm L. Hardy	173035
$\left[\right]$	ADDRESS OF PURCHASER (Sareet and number, city, some and general same and g	
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	Amphibian Air Transport, Inc.	
	FOR (Name of corporation, partnership)	RE //ASHI
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	COUNTY OF LOS Angeles	RDED TON, D 30 AM
	ON THIS Ath DAY OF AUgust 19 19	10 s
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; ,	NOTARY MALE MALE MY GOWNISSION EXPIRES My Communication Expires Nov. 9,	1951
1	READ INSTRUCTIONS ON REVERSE SIDE CARE	FULLY

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PART C - BILL OF SALE

TO PURCHASER: It is your responsibility to determine at time of purchase of aircraft that chain of title to you is in order from last registered owner and all intervening owners or, if not previously registered, from manufacturer through all intervening owners), and whether or not there is a lien, mortgage or other encumbrance against such aircraft. Copies of Bills of Sale confirming chain of title should be obtained and attached to file when forwarded for registration in your same. For use in checking this form at the time of purchase, both in connection with previously unregistered and previously registered aircraft, the following conditions are discussed:

Condition's Sale of AN AIRCRAFT WING CLEAR TRILE - The seller will complete Part "C" in detail and the purchaser should check its accuracy. Bothoriginal and copy must be signed in isk by the seller and both attested to by a Notary Public. The purchaser should detach the original of the Bill of Sale and retain it as proof of ownership.

Condition 2 - SALE OF FNCUMERERD AIRCRAFT - OTHER THAN CONDITION J -Seller shall complete Part "C" exactly as described above, and in addition, "I indicate in the spaces provided for the purpose, the type of encumber and the amount and date thereof, and the name of the owner of the encumbrance hereof that the encumbrance be recorded with the Civil Aeronautics Administration, the original or an executed counterpart thereof, disigned and notarised duplicate) must be forwarded to Civil Aeronautics Administration, Certification and Recordation Sections, A-300, Washington 25, D.C., together with recordation fee of \$5.00, (in addition to the registration fee of \$5.00) payable by money order or check drawn to the order of the Treasurer of the United States. (Curreacy forwarded at your risk - atamps not acceptable.)

Condition 3 - AIRCRAFT SOLD WITH CONDITIONAL SALE CONTRACT - (FORM ACA-906 OR POULVALENT.) - Part "C" (Bill of Sale) will not be completed by the seller. The purchaser shall complete Parts "A" and "B" as instructions provide, and in place of the Bill of Sale, the original Conditional Sale Contract or an executed counterpart thereof (signed and notarised duplicate), the original and copy of Part "A" and copy of Part "B", together with fee of \$10.00 (\$5.00 for registration and \$5.00 for recordation of sale contract, shall be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D. C. Such remittance may be made by money order or check made payable to the Treasurer of the United States, (Currency forwarded at your risk - stamps not acceptable.) Title to the aircraft is retained by the seller until the terms of the conditional sale contract are fulfilled.

Condition 4 - RECORDATION BYHOLDER OF MORTGAGE OROTHER INSTRUMENT AFF. G
TITLE TO REGISTERED AIRCRAFT - This may be accomplished by internating to
the Civil Aeronautics Morinistration. Certifitation and Recordation Section,
A-300, Vashington 25 U. Willie William States and Recordation Section,
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DEPARTMENT OF COMMERCE CIVIL AEROMAUTICS ADMM

AFTER AN ENCUMBRANCE HAS BEEN RECORDED AND ASSIGNED, AN ACKNOWLEDGMENT WILL BE FURNISHED BY THE CAA TO THE HOLDER.

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assignerni OF NOTE AND CHAPTEL MORTGACE 473034

YNOW ALL FER BY THESE PRESENTS: that the United States of America acting by and through the War Assets Administration in return for \$7,261.98 receipt of which is hereby acknowledged, does hereby assign, transfer, and set over all its right, title and interest, without recourse and without warranties, to A. D. Johnson, 1501 West Eighth Street, Los Angeles, California, in the note and chattel mortgage ammered, each dated March 10, 1947, between Henneth F. Brown, 4605 Arbor Road, Long Beach, California, mertgager, and the United States of America acting by and through the War Assets Administration, mortgagee, and all sums of money due and payable or that may become due and payable by virtue thereof. Said chattel mortgage was recorded in the Civil Aeronautics Administration, Aircraft Service, Aircraft Records Section Washington 25, D. C., on March 25, 1927, as Document Number 302118. Full authority is hereby granted to the said A. D. Johnson to demand, receive, sue for, and collect any money due upon said mortgage, and upon receipt thereof to give discharges for the same or any part thereof.

> RECOMBEO WASHINGTON, O. C.

Aug 18 9 30 AM '49

CIVIL AEROHAUTICS ADMINISTRATION

UNITE OF AMERICA Through on

Robert E: Linnich, Director, Aircraft and Electronics Division War Assets Administration Washington 25, D. C.

DISTRICT OF COLUMBIA: SS:

On this 9 day of Man, 1949, before me appeared Robert E. Linnich, to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the War Assets Administration, and acknowledged the foregoing instrument to be the free act and deed of the United States of America.

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

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NOTE

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\$ 12,750.00 %

March 10 1848

For value received, the undersigned promises to pay to the order of the United States of America, (hereinafter called "Payee") at Payee's Agency situated in the City of Los Angeles, State of California, or at Payee's option, at any other place or location designated by Payee in writing, the sum of Twelve thousand seven hundred and fifty dollars Dollars, payable in 36 monthly installments as follows: \$354.16 ^ on the 10th w day of April w. , 1947, and the same amount on the same day of each month thereafter with the final payment of \$354.40 the 10th w day of March w ___, 19350, plus interest payable with each installment, from the date hereof, on the unpaid principal until paid, at the rate of 4% per annum. If any installment is herein specified for payment on a day in any month that is subsequent to the last day of such month, then such installment shall mature and be payable on the first day of the succeeding calendar month.

Payments in addition to the installments required by this Note may be made at any time. Additional payments shall not reduce the amount or defer the due date of any required installment.

The term "Indebtedness" as used herein, shall mean the indebtedness evidenced by this Note, including principal and interest, and in addition thereto advances and expenses, if any, as provided for in the Aircraft Chattel Mortgage (hereinafter referred to as the "Mortgage") of even date herewith between Payce and the undersigned. The term "Property" as used in this Note shall mean the personal property contemporaneously purchased by the undersigned from the Payce and which is described in the mortgage. The obligations, covenants and conditions set forth or referred to in the Mortgage are hereby incorporated in this Note as obligations, covenants and conditions of the undersigned with the same force and effect as though such obligations, covenants and conditions were fully set forth herein.

The Indebtedness shall, at the option of Payee, become immediately due and payable, without notice or demand, upon the happening of any of the following events: (1) The appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any of the undersigned's property; (2) the filing of a petition by or against the undersigned under the provisions of any State Insolvency law or under the provision of the United States Bankruptcy Act, as amended; (3) the making by the undersigned of an assignment for the benefit of the undersigned's creditors; (4) failure to pay any part of the Indebtedness when due; (5) failure of the undersigned to perform or observe any of the obligations, covenants, or conditions expressed in the Mortgage; or (6) if Payee shall feel itself insecure, or shall fear concealment of any of the Property. Payee's failure to exercise its rights under this paragraph shall not constitute a waiver thereof.

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FAA AIRCRAFT REGISTRY 2/16/82

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The rights of Payer, and its assigns hereunder, shall not be impaired by Payer's transfer or assignment of this Note or of the Montgage, or by any indulgence, including but not limited to (a) any included, or modification which Payer may grant with respect the Indebtedness or any part thereof, or (b) any surpendur, release, which there on a substitution which Payer or (b) any surpendur, release, which there on a substitution which Payer or a rest in respect to 120. exchange of substitution which Paper may grant in respect of the Property; or (c) any indulgance granted in respect of any endersor, guaranter or surety. The assignes of transferse, if any, of this Hote or the Hortgage shall forthwith become vested with and entitled to exercise all the powers and rights given to Pages by this Note and by the Mortgage, as if said assignee or transferse were critically manad as Payee in this Note or as the Mortgages in the Hertgage.

This Note evidences the unsaid portion of the purchase price of the Property and is secured by an Aircraft Chartol Merbgage, of even date herewith on Aircraft (as defined and as described in said Mortgage) to be based at Long Beach Municipal Airport County of Long Beach and State of California

All exemptions and homestoad laws and all rights thereunder are hereby waived and protost hoross is also hereby waived.

The provisions of Section 3005 of the Civil Code of the State of California are hereby expressly maived.

KENNETH F. BROWN

The undersigned hereby certifies and acknowledges that all indebtedness secured by this note has been paid in

Chief Examination Section

NOTE: Corporate Purchasers must execute Note in the correct corporate name, by its duly authorized officer, and seal must be affixed; Fartner-ship purchases must execute Note in firm name, together with signature of a general partner.

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WALA D-124 (Prov. 197 13) O&M 1/13/47

(Both Party Insurance)

AIRCRAFT CHATTEL MORTGAGE

THIS LORTGAGE, made this 10th day of March , 1947, between:
, a corporation duly organized and
existing under the laws of the State of;
the copartnership composed of
an individual, doing business as Kenneth F. Brown
(hereinafter called the "Mortgagor"), whose address is 4605 Arbor Rd.
Long Beach, California , and the United States of
(City and State)
America, (hereinafter called the "Nortgagee") who has an agency known as the
Regional Office of War Assets Administration at Los Angeles, California;

WHEREAS, the Mortgagor has purchased from the Mortgagee the following described aircraft formerly owned by the United States of America and declared to the Mortgagee as surplus to the needs of the Owning Agency thereof, and hereby executes this Mortgage to secure the payment to the Mortgagee of the unpaid balance, with interest thereon, of the purchase price of such Aircraft, such unpaid principal balance being \$12,750.00 \gamma\$, justly indebted; and

WHEREAS, to evidence such unpaid balance secured hereby, the kortgagor has executed and delivered to the Kortgagee its promissory note (such note, a copy of which is attached hereto, and any extension or renewal thereof being hereinafter referred to as the "Note"), dated March 10 h, 1947, payable to the order of the Nortgagee, in the principal amount of \$12,750.00 h, bearing interest at the rate of 4% per annum, payable in monthly installments of \$354.16 , commencing on April 10 \ , 1947, plus interest payable with each installment at the rate of 4% on the principal balance remaining unpaid from time to time, the final installment of 334.40 being payable on karch 10 payable on Additional payments may be made at any time, as provided in the Note.

NOW, THEREFORE, in order to secure the payment of the principal and interest of the Note (such principal and interest and all other sums for which the Mortgagor is obligated pursuant to the provisions of the Note, this Mortgage and any other agreement relating to said principal or interest undertaken by the Mortgagor, being hereinafter called the "Indebtedness") according to its terms, and to secure the performance and observance by the Mortgagor of the obligations, covenants and conditions contained herein and in the Note, and contained in any other agreement by the Mortgagor (whether now or hereafter entered into) to be performed in connection with the Indebtedness, and in consideration of the sum of One Dollar (\$1.00) to the Lortgagor duly paid, the receipt of which is hereby acknowledged, and for other valuable considerations, the Hertgagor does hereby grant, bargain, sell and mortgage unto the Mortgages the following described aircraft (such aircraft including all parts, engines, equipment and accessories now or hereafter attached to or installed therein, being hereinafter referred to as the "Aircraft"

Manufacturer of Aircraft: Grumman

WITNESSETH THAT:

Manufacturer of Engine: P&W

Model: JRF-6B

Model: R-985-6B

Serial No.: 1161

Serial No.

Right: 7309

A.S.N. 66331

FAA AIRCRAFT REGISTRY 2/16/82.

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TO HAVE AND TO HOLD the Aircraft unto the Mortgagee forever, for the uses and purposes herein set forth.

PROVIDED, that this Mortgage shall become null and void if the Mortgager shall: (1) duly pay unto the Mortgagee the Indebtedness; (2) faithfully perform all obligations and covenants herein undertaken by it to the Mortgagee, and (3) fully comply with all the terms and conditions hereof.

IT IS AGREED that the Mortgagor may retein possession of the Aircraft until the happening of an Event of Default as defined and set forth in Paragraph 15 hereof.

MORTGAGGR'S COVENANTS AND OBLIGATIONS

The Mortgagor hereby covenants and agrees as follows:

- 1. That it will promptly pay the Indebtedness as and when the same shall become due, whether by acceleration or otherwise, as is provided in the Note and in this Mortgage.
- 2. That it will perform all of the obligations, covenants and undertakings assumed by it in the Note, in this Mortgage, and in any agreement (however evidenced) now or hereafter entered into between it and the Mortgages relating to the Indebtedness, and that it will comply with all the conditions of said Note, of this Mortgage and any such agreement.
- 3. That it is the owner of the full legal and beneficial title of the Aircraft; that it warrants and forever will defend said title; that it has the lawful right to grant, sell, bargain and mortgage the Aircraft; that the Aircraft is free and clear of all liens, encombrances and adverse claims whatsoever; and that it will firmly affix to, and not remove from, the Aircraft any plate or disc which the Mortgagee deems appropriate or desirable to evidence the lien of this Mortgage on or against the Aircraft.
- 4. That all materials and equipment (of any nature whatseever) now or hereafter installed or incorporated in the Aircraft shall be, and become, a part of the Aircraft and shall be subject to the lien hereof; and that the obligations of the Hortgagor hereunder with respect to the Aircraft shall extend to such materials and equipment.
- 5. That it will not permit any lien, irrespective of type, to attach to the Aircraft, and that it will promptly secure, at its expense, the discharge or satisfaction of any lien or claim therefor which may be asserted or filed against the Aircraft or against the Mortgagor with respect to the Aircraft.
- 6. That no patented or patent-pending article, method or device shall be installed or incorporated in the Aircraft without the prior written approval of the Mortgages if the terms of purchase of such article, method or device involve or require the payment of any license fee or royalty in addition to the purchase price therefor or do not previde patent indemnification satisfactory to the Mortgages.
- 7. That it will immediately report to the Mortgagee in writing any loss or damage to or destruction of the Aircraft, and that it will immediately repair and restore all loss or damage to, or destruction of, the Aircraft, irrespective of the extent of such loss, damage or destruction or the amount required for such repair and restoration, unless said repair and restoration (or part thereof) is expressly excused in writing by the Mortgagee.
- 8. That it will properly operate, or cause the proper operation of, the Aircraft, and maintain the Aircraft in good repair and airworthy operating condition; that it will be liable to the Mortgagee for all damage, destruction (whole or partial) or loss of or to the Aircraft; that no cause or reason whatsoever shall be effective as a reason for relieving the Mortgagor of the liabilities and responsibilities assumed by it pursuant to the provisions of this Paragraph 8, which said provisions shall be operative notwithstanding the exercise of due diligence or lack of negligence, or both, on the part of the Mortgagor, or of others, in using, handling or operating the Aircraft or of the intervention of any Act of God or of the public enemy or of any other similar or dissimilar obstacle, whether within or beyond the control of the Mortgagor; and that damage to or loss or destruction of the Aircraft shall not release the Mortgagor from its obligation of payment as provided in the Note or its obligations contained in this Mortgage, it being expressly agreed that the Mortgagor assumes all risk of damage to or loss or destruction of the Aircraft.

FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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4. That it will procure and maintain, at its cost, hull insurance on the Aircraft written under the standard "All Risks, Ground and Air" form, or under a "Namos Ferils, Ground and Air" form providing substantially the same coverage, with such companies, and in such amounts, as shall be satisfactory to the Mertgages; that all such policies of insurance shall provide by appropriate endorsement that allproceeds and sums recoverable thereunder shall be paid exclusively to the Mortgages for the account of all interests; that all proceeds paid or recovered under such polities of insurance shall, at the option of the Mortgages, be applied toward the payment of the Indebtedness (in which event any excess remaining after such payment shall be paid to the Mortgager or whomsoever may be entitled to receive the same), or toward the repair or replacement of the Aircraft, and if such proceeds and sums are to be used for said repair or replacement, the Mortgages shall make available for such purpose such portion of the proceeds received by the Mortgages that is so required (Any proceeds not so expended to be applied on the Indebtedness) that all property acquired in replacement, as aforesaid, shall be subject to the obligations, covenants and conditions of this Mortgage; that the acceptance by the Mortgagee of a policy or policies of insurance containing provisions for amount to be deductible from settlements of loss claims shall in no way limit the Mortgager's liability under Paragraph 8 hereof.

10. That it will promptly pay all taxes (including, but not limited to, personal property, sales, income, use and processing taxes and license, permit and similar fees) which are levied, assessed or imposed upon the Aircraft, or any part thereof, or which are levied or assessed against the Hortgagor which are or may become (by statute, ordinance, judicial process or otherwise) a charge or lien on the Aircraft; and that it will not permit the Aircraft, or any part thereof, or interest therein, to be sold, foreclosed or forfeited for any tax or portion thereof whatsoever.

That it will not permit the Aircraft to be levied or sold under execution, attachment, distraint or other process; and that it will not further encumber the Aircraft without the prior written approval of the Mortgagee.

11. That it will comply with all laws and comply of conform (as the case may be) with all applicable rules and regulations relevant to the maintenance overhaul, condition, use and operation of the Aircraft.

of the United States; that it will not use the Aircraft outside the continental limits of the United States; that it will not use the Aircraft in any manner that may impair or abnormally depreciate the value thereof, and that it will, whenever so requested, furnish the Mortgagee with a report showing the location, condition, and use of the Aircraft; that it will at all reasonable times permit the Mortgagee or its representative, to inspect the Aircraft at the home base of the Aircraft in long Beach Municipal Airport, Long Beach, Calif., or at any other location that is satisfactory to the Mortgagee, and that it will also permit such inspection at any time upon 24 hours notice therefor.

13. That it will, upon request of the Mortgagee, execute and deliver such further mortgages, instruments and assurances as shall be required by the Mortgagee, for the better mortgaging, assuring or confirming unto the Mortgagee the Aircraft hereby mortgaged.

ADDITIONAL INDEBTEDNESS

14. In case of the failure of the Mortgagor, as above provided, to:
(a) maintain the Aircraft in good repair and airworthy operating condition; (b)
pay any tax which may become a lien or charge thereon; (c) keep the Aircraft free
from liens, or claims for liens, regardless of the type thereof; or, (d) keep the
Aircraft insured as specified by the Mortgagee; then the Mortgagee may, at its
option: (1) place the Aircraft in good repair and airworthy operating condition;
(2) pay or settle such tax, as aforesaid, or judgments thereon, including interest
penalties and costs; (3) pay, settle or contest any lien, or claim for lien, regardless of the type thereof, filed or imposed against the Aircraft or against the
Mortgagor with respect to the Aircraft; and (4) procure all coverage of insurance
deemed proper to the Mortgagee.

Any expenditure made or any liability incurred by the Mortgagee to protect or preserve its interest in the Aircraft shall, at the same interest rate per annum as is specified in the Note, become so much "additional indebtedness" being included in the term "Indebtedness", heretofore defined, wherever such term is referred to in this Mortgage) secured by this Mortgage and such additional indebtedness shall be paid by the Mortgagor immediately on demand. If any advances are made by the Mortgagee, pursuant to (2) or (3) of this paragraph 14, the Mortgagee shall not be obligated to inquire into the validity of any tax, penalties or costs

PAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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paid (or judgments thereon or sales therefor), or the validity of liens, or claims for liens, distharged. Nothing herein contained shall be construed to obligate the Mortgages to advance or expend any sum for any purpose for which the Mortgager is liable pursuant to the provisions of this Mortgage or any related agreement into which the Mortgagor may enter.

EVENTS OF DEFAULT AND REMEDIES OF MORTGAGEE

and of the Note secured hereby. In the event the Mortgagor shall fail to observe or perform any of the obligations, covenants or conditions of this Mortgage, or of the Note or of any agreement undertaken by the Mortgagor relating to the Indebtedness; or if a receiver or trustee is appointed for the Mortgagor or its property; or if the Mortgagor makes an assignment for the benefit of creditors, or becomes insolvent, or a petition is filed by or against the Mortgagor pursuant to any of the provisions of any State insolvency law or of the United States Bankruptcy Act, as amended, for the purpose of adjudicating the Mortgagor a bankrupt or for its reorganization or for the purpose of effecting a composition or rearrangement with mortgagor's creditors, and any such petition filed against the Mortgagor is not dismissed within thirty (30) days from the date of filing; or, in the event of the ceizure of the Aircraft, or part thereof, under execution or other legal process; or, if the Mortgagee shall feel itself insecure, or shall fear concealment of the Aircraft, then, upon the happening of any such event (each of which, for the purpose of this Mortgage is hereby defined as an "Event of Default"):

- (a) The Indebtedness shall, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor, and the Mortgagee shall have the right to take immediate possession of the Aircraft, or any portion thereof, for which purpose the Mortgagee may pursue the Aircraft wherever it may be found and may enter any of the premises of the Mortgagor, with or without force or process of law. Upon taking possession of the Aircraft, the Mortgagee may remove, make repairs and replacements, and may store the same until sold;
- (b) The Mortgages shall have the right to sell and dispose of the Aircraft, or any part thereof, at any time, at public sale after giving ten (10) days notice (or the minimum number of days of the jurisdiction of the place of sale, whichever period of time is the longer) of the time, place and terms of sale, in the manner provided by law, and at any such sale the Mortgagee is authorized to employ an auctioneer or auctioneers to conduct such sale, or the Mortgagee shall have the right to sell and dispose of the Aircraft, or any part thereof, at private sale, with or without notice to the Mortgager. At either such public or private sale, the Mortgagee may sell and dispose of the Aircraft, or any part thereof, for cash or credit, or both, as the Mortgagee may elect, and at any public or private sale the Mortgagee may become the purchaser of the Aircraft, or any part thereof. The Mortgagee is expressly authorized to adjourn or postpone any public or private sale from time to time, and the Mortgagor hereby expressly ratifies and confirms any such adjournment or postponement and waives the benefit of any statutory or any other right with respect to any such adjournment or postponement, including notice thereof.

Out of the proceeds of the sale of the Aircraft, the Mortgagee shall retain the amount of the unpaid Indebtedness, together with all costs and charges for pursuing, searching for, taking, removing, repairing, replacing, flying, ferrying, storing, insuring, advertising and selling the Aircraft, and all other costs and charges, plus reasonable attorneys! fees, and auctionness! charges, commissions and expenses, rendering the surplus of such sales proceeds unto the Mortgagor, or whomsoever may be entitled to receive the same. If any deficiency exists between the unpaid amount of the Indebtedness and the net proceeds of any sale, the Mortgagor agrees to pay such deficiency forthwith.

MISCELLANEOUS PROVISIONS

16. All obligations, covenants and undertakings of and conditions imposed on the Mortgagor, herein contained, shall bind its successors and assigns. For the purpose of this Mortgage, the term "Mortgagor" includes the Mortgagor, its successors and assigns and any corporation or other form of organization into or with which the Mortgagor may become a part (whether by purchase, consolidation, merger or otherwise). The term "Mortgagee" includes the Mortgagee, its successors and assigns, and the holder of the Note.

FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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17. No remedy conferred upon the Mortgagee here'n shall be exclusive of any other remedy or remed'es, but each and every such remedy shall be cumulative and shall be in addition to every other remedy conferred hereunder, or now, or hereafter, existing at law or in equity.

- 16. The failure of the Mortgagee to insist in any one or more instances upon performance or observance of any obligation, covenant or condition hereof, or of the Note, shall not be construed as a waiver or a relinquishment of the future performance of any such obligation, covenant or condition, but the Mortgagor's obligation with respect to such future performance or observance shall continue in full force and effect.
- 19. The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions hereof unenforceable or invalid.
- 20. For the convenience of the parties, or for facilitating the recordation of this Nortgage, this Nortgage may be simultaneously executed in a number of counterparts and each such counterpart so executed shall be deemed to be an original instrument and all such counterparts together shall constitute one instrument.

IN WITNESS WHEREOF, the Mortgager has duly executed this Mortgage, or where the Mortgager is a corporation, it has caused the due execution hereof and its corporate seal to be hereunto affixed, the day and year first above written.

KENNETH F. BROWN

ACKNO LEDGIENT BY MORIGAGOR

STATE OF CALIFORNIA

SS:

COUNTY OF LOS ANGELES

(Individual or Partner)

On this 10th day of March 1947, before me personally appeared the above-name? Nortgagor, to me known to be the person described in and who executed the foresoing Afroraft Chattel Mortgage, and acknowledged that he executed the same as his free act and deed.

(Corporation)

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

Notary Public for: Said County and State by Commission Expires: Dec. 19, 1950

NOTE: The proper corporate title or other legend appropriate for Mortgagor's manner of doing business should be inserted above and the Mortgage executed accordingly. The seal of corporate Mortgagor must be affixed; if a corporate Mortgagor has no seal, that fact should be recited.

FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2,

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PART A CERTIFICATE OF REGISTRATION

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In Hereby Certified that the above described aircraft has been duly entered on the register of the civil aeronautics and in accordance with the convention on international civil aviation dated 7th december 1944. And in accordance with the convention on international civil aviation dated 7th december 1944. And in the Evil Aeronautics act of 1938, as a menored.

To be executed by certification and recordation section, washington, d. c.

D Fissue Comment

Director Aircraft and Components Service

FAA AIRCRAFT REGISTRY 2/16/82

PART B DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION APPLICATION FOR REGISTRATION	BUDGET BUREAU NO. 41-R89-1 1. REGISTRATION NO.
N. V. MIGLEMAN, ASSIGNED OF AMPRIRIAN AIR TRANSPORT INC.	A AIRCRAFT WARE Granner G-21
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FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

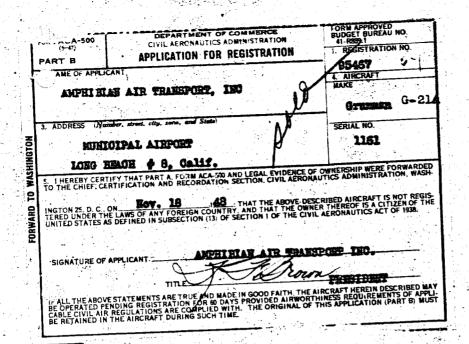
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ACA-500	CIVIL AERONAUT	NT OF COMMERCE FICS ADMINISTRATION ON CERTIFICATE		1. REGISTRATION
PART A 2. ALRCRAFT W		JA OZATI JONIE		3. SERIAL NO.
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Long	Besch, Celiforni	STATE	-	MATED AS PROVIDE IN PART 501 OF TH REGULATIONS OF TH ADMINISTRATOR:
J. ISSUED	ED BY CERTIFICATION A	EV DIRECTION OF THE		

ALL INFORMATION GIVEN IN-COMPLETING FORMS ON REFEREE

PART A - REGISTRATION CERTIFICATE

Item 1 - Aircraft registration number shall be inserted. (The registration number is that which has been assigned to the aircraft by Civil Aeronautics Administration and will be shown on the old registration certificate, or that number which has been painted on the aircraft.)

Item 2 - Aircraft "Make" should be immerted. For example: "Stimmon", etc. Item 3 - Manufacturer's serial number skall be inserted. This serial number may be taken from the manufacturer's nameplate on the aircraft.

Item 4 - Purchaser-shall exter his name or mame of partnership, (club, association) or corporation as shown in Bill of Fale (Part "G" of Form ACA-500.)

1606.1

If the 5 - Mailing address of perchaser shall beginserted, comprising street and number, city and state. (Zone if applicable.)

The balance of Part "A" will not be completed by the purchaser. The original Fart "A" and duplicate Farts "A" and *B", and Part "C" if an out-and-out sale issee condition 11, will constitute the file to be forwarded to the Givil Aeronautics Administration, Certification and Recordation Section. A-300, Washington 25, D.C., accompanied by a fee of 15.00, payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.) If mirrart is being sold under Conditional Sale Contract or chattel mortgage, seecond on 2 or 3, whichever is applicable.

The original of this Part "A" will be returned to the purchaser as the Registration Certificate to be maintained in the aircraft in accordance with Civil Air Regulations.

1. REGISTRATION DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION 95467 FORM ACA-500 (10-23-46) APPLICATION FOR REGISTRATION T B A. AIRCRAFT NAME MAKE KENNETH F. BROWN GRUBOLAN 3. ADDRESS (Street and number, city, some and state) SERIAL NO. MFR. NO. 1161 ID NO. 66331 4605 ARBOR ROAD LONG BEACH, CATIFORNIA 5. I HEREBY CERTIFY THAT PART MAP, FORM ACA-500 AND LEGAL EVIDENCE OF OWNER-SHIP WERE FORWARDED TO THE CHIEF, REGISTRATION AND RECORDATION SECTION, CIVIL WASHINGTON 25, D.C., ON MARCH 10 ARROMAUTICS ADMINISTRATION, WASHINGTON 29, D.C., ON MARCH 1U

1941;

ARROMAUTICS ADMINISTRATION, WASHINGTON 29, D.C., ON MARCH 1U

1941;

THAT THE ABOVE—DESCRIBED ALREAST IS NOT REGISTERED UNDER THE LAWS OF ANY THAT THE DWIFER THEREOF IS ACITIZEN OF THE UNITED STATES FOREIGN COUNTRY, AND THAT THE DWIFER THEREOF IS ACITIZEN OF THE UNITED STATES AS DEFINED IN. SUBSECTION (131) OF SECTION I OF THE CIVIL APRONAUTICS ACT OF 1938. (See Reverse Side)

KENNETH F. BROWN SIGNATURE OF APPLICANT IF ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 50 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLLED WITH. THE ORIGINAL OF THIS APPLICATION (PART "PO") MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.

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FAA AIRCRAFT REGISTRY CAMER: NO. 4 DATE: 2/

PART B - APPLICATION FOR REGISTRATION

Items 1 to 4 inclusive - Except for change in sequence, information given in these items will be identical to that given in items 1 to 5 inclusive in Part "A".

rart "A"

Item 5 - The date that the purchaser forwards the original of Part "A" and
all copies of Parts "A", "B" and "C" to the Civil Aerosautics Administration,
all copies of Parts "A", "B" and "C" to the Civil Aerosautics Administration,
all copies of Parts "A", "B" and "C" to the Civil Aerosautics Administration,
all copies of Parts "A", "B" and "C" to the Civil Aerosautics Administration,
and the civil Air Regulations are compiled with.

Of applicable Civil Air Regulations are compiled with.

Applicable Civil Air Regulations are complied with.

Applicant must be the owner of the aircraft except when owner is artificial person, that is, corporation, etc. Signature of applicant as required in item 5 certifies that the aircraft is not registered under the required in item 5 certifies that the aircraft is not registered under the required in item 5 certifies that the owner is a citizen of the United States, laws of any foreign country; that the owner is a citizen of the United States, and that application or registration in the owner's name has been made and file forwarded to the Civil Aeronantics Administration, Certification and file forwarded to the Civil Aeronantics Administration, Certification and Recordation Section, A-800, Washington 25, D. C.

"Citizen of the United States or of one of its possessions, or (B) a partner—ship of which each member is such an individual, or (C) a corporation or ship of which each member is such an individual, or (C) a corporation or association created or organised under the laws of the United States, of association created or organised under the laws of the United States, of the President and 'two-thirds or more of the Board of Directors and which the President and 'two-thirds or more of the Board of Directors and other managing officers thereof are such individuals and in which at little of the United States or of one of its possessions.

1. RESISTRATION DEPARTMENT OF COMMERCE CIVIL ASSOCIATION FGRM ACA-500 (10-23-46) P B APPLICATION FOR REGISTRATION 95467 4. AIRCRAFT GRIDANAN KENNETH P. BROWN 3. ADDRESS (Street and number, city, some and atate) MFR. NO. 1161 4605 ARBOR ROAD LONG BEACH, CATIFORNIA ID EO. 66331 5. I MEREBY CERTIFY THAT PART 74", FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, REGISTRATION AND RECORDATION SECTION, CIVIL
MARKER 10 AERONAUTICS ADMINISTRATION, WASHINGTON 25, D.C., ON WARCH 10 19 47;
THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LARS OF ANY
FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS ACTIZEN OF THE UNITED STATES
FOREIGN ED IN SUBSECTION (13) OF SECTION OF THE CIVIL AFRONAUTICS ACT OF
AS DEFINED IN SUBSECTION (13) OF SECTION OF THE CIVIL AFRONAUTICS ACT OF
1936 (See Reverse Side) KENNETH P. BROWN SIGNATURE OF APPLICANT IF ALL THE ABOVE STATEMENTS ARE TRUE AND WADE IN GOOD FAITH, THE ALPCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRMORTHNIESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED AIRMORTHNIES THE ORIGINAL OF THIS APPLICATION (PART "E") MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.

PART B - APPLICATION FOR REGISTRATION

Items I to A inclusive - Except for change in acquence, information gives in these items will be identical to that gives in items I to 5 inclusive in Part "A".

Item 5 - The date that the purchaser forwards the original of Part "A" and all copies of Parts "A". "B" and "C" to the Civil Aerosantics Administration, Certification and Recordation Section, A-800, Vashington 25, D.C., shall be inserted. Until this is accomplished, the aircraft may not be flown for the sixty day period otherwise allowed, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

Applicant must be the owner of the aircraft except when owner is artificial person, that is, corporation, etc. Signature of applicant as required in item 5 certifies that the aircraft is not registered under the laws of any foreign country; that the owner is a citizen of the United States, and that application for registration in the owner's name has been made and file forwarded to the Civil Aeronautics Administration, Certification and Recordation Section, A-800, Washington 25, D. C.

Recordation Section, A-800, Washington 25, D. C.

"Citizen of the United States" means (A) as individual who is a citizen of the United States or of one of its possessions, or (B) a partnership of which each member is such as individual, or (C) a corporation or association created or organized under the laws of the United States, of which the President and two-thirds or more of the Board of Directors and other managing officers thereof are such individuals and is which at 15 percentum of the voting interest is owned or controlled by personare citizens of the United States or of one of its possessions.

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SALES	DOCUMENT	MO.	5415710	110	1	6	-/
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WALA D-124 (Prov. 437 13) O&M 1/13/47

(Both Party Insurance)

302148,

AIRCRAFT CHATTEL NORTGAGE THIS LORTGAGE, made this 10th day of March

, a corporation duly organized and existing under the laws of the State of

the copartnership composed of doing business as

an individual, doing business as Kennsth F. Brown

(hereinafter called the "mortgagor"), whose address is 4605 Arter Rd. (Number and Street)

Long Beach, California , and the United States of (City and State)

America, (hereinafter called the "Nortgagee") who has an agoger known as the

Regional Office of War Assets Administration at Los Angeles, California;

WITNESSETH THAT:

WHEREAS, the Mortgagor has purchased from the Mortgagee the following described aircraft formerly owned by the United States of America and declared to the Nortgagee as surplus to the needs of the Owning Agency thereof, and hereby executes this Nortgage to secure the payment to the Mortgagee of the unpaid balance, with interest thereon, of the purchase price of such Aircraft, such unpaid principal balance being 22,750.00, justly indebted; and

WHEREAS, to evidence such unpaid balance secured hereby, the kortgagor has executed and delivered to the Kortgagee Its promissory note (such note, a copy of which is attached hereto, and any extension or renewal thereof being hereinafter referred to as the "Note"), dated **March 10**, 1947, payal to the order of the Mortgages, in the principal amount of \$12,750.00 bearing interest at the rate of 4% per annum, payable in monthly installments of \$354.16, commencing on Annual 10, 1947, plus interest payable with each installment at the rate of 4% on the principal balance remaining unpaid from time to time, the final installment of \$354.40 being payable on Karch 10 , 1950 . Additional payments may be made at any being time, as provided in the Note.

NOW, THEREFORE, in order to secure the payment of the principal and interest of the Note (such principal and interest and all other sums for which the Mortgagor is obligated pursuant to the provisions of the Note, this Mortgage and any other agreement relating to said principal or interest under-taken by the Mortgagor, being hereinafter called the "Indebtedress"). according to its terms, and to secure the performance and observance by the Mortgagor of the obligations, covenants and conditions contained herein and in the Note, and contained in any other agreement by the Mortgagor (whether now or hereafter entered into) to be performed in connection with the Indebtedness, and in consideration of the sum of One Dollar (\$1.00) to the Kortgagor duly paid, the receipt of which is hereby acknowledged, and for other valuable considerations, the lortgagor does hereby grant, bargain, sell and mortgage unto the Mortgagee the following described aircraft (such aircraft including all parts, engines, equipment and accessories now or hereafter attached to or installed therein, being hereinafter referred to as the "Aircraft" to wit:

Manufacturer of Aircraft: Grand

Manufacturer of Engine: P& W

Model:

Model: R-985-6B

Serial No.

Serial No.: 1161

Right: 7309

66331 A.S.N.

Left: 7334 FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

The Marshing of Solid Marshing Solid
TO HAVE AND TO HOLD the Aircraft unto the Mortgagee forever, for the uses and purposes herein set forth.

shall: (1) duly pay unto the Mortgagee the Indebtedness; (2) faithfully perform all obligations and covenants herein undertaken by it to the Mortgagee, and (3) fully comply with all the terms and conditions hereof.

IT IS AGREED that the Mortgagor may retain possession of the Aircraft until the happening of an Event of Default as defined and set forth in Paragraph 15 hereof.

MORTGACCR'S COVENANTS AND OBLIGATIONS

The Mortgagor hereby covenants and agrees us follows:

- 1. That it will promptly pay the Indebtedness as and when the same shall become due, whether by acceleration or otherwise, as is provided in the Note and in this Mortgage.
- 2. That it will perform all of the obligations, covenants and undertakings assumed by it in the Note, in this Mortgage, and in any agreement (however evidenced) now or hereafter entered into between it and the Mortgages relating to the Indebtedness, and that it will comply with all the conditions of said Note, of this Mortgage and any such agreement.
- 3. That it is the owner of the full legal and beneficial title of the Aircraft; that it warrants and forever will defend said title; that it has the lawful right to grant, sell, bargain and mortgage the Aircraft; that the Aircraft is free and clear of all liens, encumbrances and adverse claims shatsoever; and that it will firmly affix to, and not remove from, the Aircraft any plate or disc which the Mortgagee does appropriate or desirable to evidence the lien-of this Mortgage on or against the Aircraft.
- 4. That all materials and equipment (of any nature whatsesver) now or hereafter installed or incorporated in the Aircraft shall be, and become, a part of the Aircraft and shall be subject to the lien hereof; and that the obligations of the Mortgagor hereunder with respect to the Aircraft shall extend to such materials and equipment.
- 5. That it will not permit any lien, irrespective of type, to attach to the Aircraft, and that it will promptly secure, at its expense, the discharge or satisfaction of any lien or claim therefor which may be asserted or filed against the Aircraft or against the Mortgagor with respect to the Aircraft.
- 6. That no patented or patent-pending article, method or device shall be installed or incorporated in the Aircraft without the prior written approval of the Mortgague if the terms of muchase of such article, method or device involve or require the payment of any license fee or royalty in addition to the purchase price therefor or do not provide patent indomnification satisfactory to the Mortgague.
- 7. That it will immediately report to the Hortgagee in writing any loss or damage to or destruction of the Aircraft, and that it will immediately repair and restere all less or damage to, or destruction of, the Aircraft, irrespective of the extent of such loss, damage or destruction or the amount required for such repair and restoration, unless said repair and restoration (or part thereof) is expressly excused in writing by the Hortgagee.
- Aircraft, and maintain the Aircraft in good required airworthy operating condition; that it will be liable to the Mortgages for all damage, destruction (whole or partial) or loss of or to the Aircraft; that no cause or reason whatsoever shall be effective as a reason for relieving the Mortgagor of the liabilities and responsibilities assumed by it pursuant to the provisions of this Paragraph 8, which said provisions shall be operative notwithstanding the exercise of due diligence or lack of negligence, or both, on the part of the Mortgagor, or of others, in using, handling or operating the Aircraft or of the intervention of any Act of God or of the public enemy or of any other similar or dissimilar obstacle, whether within or beyond the control of the Mortgagor; and that damage to or loss or destruction of the Aircraft shall not release the Mortgagor from its obligation of payment as provided in the Nortgagor assumes all risk of damage to or loss or destruction of the Aircraft.

FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

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9. That it will procure and maintain, at its cost, hull insurance on the Aircraft written under the standard "All Risks, Ground and Air" form, or under a "Names Perils, Ground and Air" form providing substantially the same coverage, with such companies, and in such ascents, as shall be satisfactory to the Mortgages; with such policies of insurance shall provide by appropriate endorsement that all such policies of insurance shall provide by appropriate endorsement that all proceeds and sums recoverable the neutron shall be paid exclusively to the Mortgages for the account of all interests; that all proceeds paid or recovered under such policies of insurance shall, at the option of the Mortgages, be applied toward the payment of the Indebtedness (if which event any excess remaining after such payment shall be paid to the Mortgager or whomescover may be entitled to receive the same), or toward the repair or replacement of the Aircraft, and if such proceeds and sums are to be used for said repair or replacement, the Mortgages shall make available for such purpose such portion of the proceeds received by the Mortgages that is so required (Any proceeds not so expended to be applied on the Indebtedness) that all property acquired in replacement, as aforesaid, shall be subject to the obligations, covenants and conditions of this Mortgage; that the acceptance by the Mortgagee of a policy or policies of insurance containing provisions for amount to be deductible from settlements of loss claims shall in no way limit the Mortgagor's liability under Paragraph 8 hereof.

10. That it will promptly pay all taxes (including, but not limited to, personal property, sales, income, use and processing taxes and license, permit and similar fees) which are levied, assessed or imposed upon the Aircraft, or any part thereof, or which are levied or assessed against the Hortgagor which are or may become (by statute, ordinance, judicial process or otherwise) a charge or lien on the Aircraft; and that it will not permit the Aircraft, or any part thereof, or interest therein, to be sold, foreclosed or forfeited for any tax or portion thereof whatsoever.

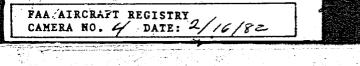
That it will not permit the Aircraft to be levied or sold under execution, attachment, distraint or other process; and that it will not further encumber the Aircraft without the prior written approval of the Mortgagee.

- 11. That it will comply with all laws and comply of conform (as the case may be) with all applicable rules and regulations relevant to the maintenance overhaul, condition, use and operation of the Aircraft.
- of the United States; that it will not use the Aircraft outside the continental limits of the United States; that it will not use the Aircraft in any manner that may impair or abnormally depreciate the value thereof, and that it will, whenever so requested, furnish the Mortgagee with a report showing the location, condition, and use of the Aircraft, that it will at all reasonable times permit the Mortgagee or its representative, to inspect the Aircraft at the home base of the Aircraft in long Beach Municipal Aircraft, long Beach Calle, or at any other location that is satisfactory to the Mortgagee, and that it will also permit such inspection at any time upon 24 hours notice therefor.
 - 13. That it will, upon request of the Hortgagee, execute and deliver such further mortgages, instruments and assurances as shall be required by the Mortgagee, for the better mortgaging, assuring or confirming unto the Mortgagee the Aircraft hereby mortgaged.

ADDITIONAL INDEBTEDNESS

14. In case of the failure of the Mortgagor, as above provided, to:
(a) maintain the Aircraft in good repair and airworthy operating condition; (b)
pay any tax which may become a lien or charge thereon; (c) keep the Aircraft free
from liens, or claims for liens, regardless of the type thereof; or, (d) keep the
Aircraft insured as specified by the Mortgagee; then the Mortgagee may, at its
option: (1) place the Aircraft in good repair and airworthy operating condition;
(2) pay or settle such tax, as aforesaid, or judgments thereon, including interest
penalties and costs; (3) pay, settle or contest any lien, or claim for lien, regardless of the type thereof, filed or imposed against the Aircraft or against the
Mortgagor with respect to the Aircraft; and (4) procure all coverage of insurance
deemed proper to the Mortgagee.

Any expenditure made or any liability incurred by the Mortgagee to protect or preserve its interest in the Aircraft shall, at the same interest rate per annum as is specified in the Note, become so much "additional indebtedness" being included in the term "Indebtedness", heretofore defined, wherever such term is referred to in this Mortgage) secured by this Mortgage and such additional indebtedness shall be paid by the Mortgagor immediately on demand. If any advances are made by the Mortgagee, pursuant to (2) or (3) of this paragraph 14, the Mortgagee shall not be obligated to inquire into the validity of any tax, penalties or costs



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paid or judgments thereon or sales therefor), or the validity of liens, or claims for liens, discharged. Nothing herein contained shall be construed to obligate the Mortgages to advance or expend any sum for any purpose for which the Mortgagor is liable pursuant to the provisions of this Mortgage or any related agreement into which the Mortgagor may enter.

EVENTS OF DEFAULT AND REMEDIES OF MORTGAGES

- and of the Note secured hereby. In the event the Mortgagor shall fail to observe or perform any of the obligations, covenants or conditions of this Mortgage, or of the Note or of any agreement undertaken by the Mortgagor relating to the Indebtedness; or if a receiver or trustee is appointed for the Mortgagor or its property; or if the Mortgagor makes an assignment for the benefit of creditors, or becomes insolvent, or a petition is filed by or against the Mortgagor pursuant to any of the provisions of any State insolvency law or of the United States Bankruptcy Act, as amended, for the purpose of adjudicating the Mortgagor a bankrupt or for its reorganization or for the purpose of effecting a composition or rearrangement with mortgagor's creditors, and any such petition filed against the Mortgagor is not dismissed within thirty (30) days from the date of filing; or, in the event of the seizure of the Aircraft, or part thereof, under execution or other legal process; or, if the Mortgagee shall feel itself insecure, or shall fear concealment of the Aircraft, then, upon the happening of any such event (each of which, for the purpose of this Mortgage is hereby defined as an "Event of Default"):
 - (a) The Indebtedness shall, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor, and the Mortgagee shall have the right to take immediate possession of the Aircraft, or any portion thereof, for which purpose the Mortgagee may pursue the Aircraft wherever it may be found and may entor any of the premises of the Mortgagor, with or without force or process of law. Upon taking possession of the Aircraft, the Mortgagee may remove, make repairs and replacements, and may store the same until sold;
 - (b) The Mortgagee shall have the right to sell and dispose of the Aircraft, or any part thereof, at any time, at public sale after giving ten (10) days notice (or the minimum number of days of the jurisdiction of the place of sale, whichever period of time is the longer) of the time, place and terms of sale, in the manner provided by law, and at any such sale the Mortgagee is authorized to employ an auctioneer or auctioneers to conduct such sale, or the Mortgagee shall have the right to sell and dispose of the Aircraft, or any part thereof, at private sale, with or without notice to the Mortgager. At either such public or private sale, the Mortgagee may sell and dispose of the Aircraft, or any part thereof, for cash or credit, or both, as the Mortgagee may elect, and at a public or private sale the Mortgagee may become the purchaser of the Aircraft, or any part thereof. The Mortgagee is expressly authorized to adjourn or postpone any public or private sale from time to time, and the Mortgager hereby expressly ratifies and confirms any such adjournment or postponement and waives the benefit of any statutory or any other right with respect to any such adjournment or postponement, including notice thereof.

Cut of the proceeds of the sale of the Aircraft, the Mortgagee shall retain the amount of the unpaid Indebtedness, together with all costs and charges for pursuing, searching for, taking, removing, repairing, replacing, flying, ferrying, storing, insuring, advertising and selling the Aircraft, and all other costs and charges, plus reasonable attorneys! fees, and auctioneers! charges, commissions and expenses, rendering the surplus of such sales proceeds unto the Mortgagor, or whomsoever may be entitled to receive the same. If any deficiency exists between the unpaid amount of the Indebtedness and the net proceeds of any sale, the Mortgagor agrees to pay such deficiency forthwith.

MISCELLANEOUS PROVISIONS

16. All obligations, covenants and undertakings of and conditions imposed on the Mortgagor, herein contained, shall bind its successors and assigns. For the purpose of this Mortgage, the term "Mortgagor" includes the Mortgagor, its successors and assigns and any corporation or other form of organization into or with which the Mortgagor may become a part (whether by purchase, consclidation, mergor or otherwise). The term "Mortgagee" includes the Mortgagee, its successors and assigns, and the holder of the Note.

FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

MARTINIS STADISTICATE SECTION

AND SECTION

- 16. The failure of the Mortgagee to insist in any one or more instances upon performance or observance of any obligation, covenant or condition hereof, or of the Note, shall not be construed as a waiver or a relinquishment of the future performance of any such obligation, covenant or condition, but the Nortgagor's obligation with respect to such future performance or observance shall continue in full force and effect.
- 19. The unenforceability or invalidity of any provision or provisions of this Nortgage shall not render any other provision or provisions hereof unenforceable or invalid.
- 20. For the convenience of the parties, or for facilitating the recordation of this Mortgage, this Mortgage may be simultaneously executed in a number of counterparts and each such counterparts to executed shall be deemed to be an original instrument and all such counterparts together shall constitute one instrument.

IN WITNESS WHEREOF, the Mortgager has duly executed this Mortgage, or where the Mortgager is a corporation. It has caused the due execution hereof and its corporate seal to be hereunto affixed, the day and year first above written.

ELENETH P. BROWN

ACKNO LEDGATIFF BY MORTGAGOR

STATE OF CALIFORNIA

S**S** :

COUNTY OF LOS ANGELES

(Individual or Partner)

on this 10th day of March , 1947, before me personally ampeared the above-name Fortgager, to me known to be the person described in and who executed the foregoing Aircraft Chattel Mortgage, and acknowledged that he executed the same as his free act and deed.

(Corporation)

			E.	1
On this day of		, 19		me personally
appeared			, to me	personally
known, who, being by me duly s	worm, says tha	t he 's the		,
of "				ion, that the
seal affixed to said instrumen	t s the corpo	rate seal of s	a'd corporat	on, that
said instrument was signed and		air or sand co	rporation of	aution by
of the Board of Directors and	sa'd	rangan katawa a Santa	`	
acknowledged the foregoing Arr	craft Chattel	Norteage to be	the free ac	t and deed of
said corroration.				

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

SEAL SEAL

opary Public for: Said County and State
by Commission Expires: Dec. 19, 1950

NOTE: The proper corporate title or other legend appropriate for Nortgagor's manner of doing business should be inserted above and the Nortgage executed accordingly. The seal of corporate Mortgagor must be affixed; if a corporate Mortgagor has no seal, that fact should be recited.

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NOTE

Los Angeles, California

\$ 12,750.00

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For value received, the undersigned promises to pay to the order of the United States of America, (hereinafter called "Payee") at Payee's Agency situated in the City of Los Angeles, State of California, or at Payee's option, at any other place or location designated by Payee in writing, the sum of Toulys thousand seven hundred and fifty dollars Dollars, payable in 36 monthly installments as follows: \$354.16 on the 10th day of April , 1947, and the same amount on the same day of each month thereafter with the final payment of (251.40 the 16th day of March , 1930, plus interest payable with each installment, from the date hereof, on the unpaid principal until paid, at the rate of 4% per annum. If any installment is herein specified for payment on a day in any month that is subsequent to the last day of such month, then such installment shall mature and be payable on the first day of the succeeding calendar month.

Payments in addition to the installments required by this Note may be made at any time. Additional payments shall not reduce the amount or defer the due date of any required installment.

The term "Indebtedness" as used herein, shall mean the indebtedness evidenced by this Note, including principal and interest, and in addition thereto advances and expenses, if any, as provided for in the Aircraft Chattel Mortgage (hereinafter referred to as the "Mortgage") of even date herewith between Payee and the undersigned. The term "Property" as used in this Note shall mean the personal property tentemporaneously purchased by the undersigned from the Payee and which is described in the mortgage. The obligations, covenants and conditions set forth or referred to in the Mortgage are hereby incorporated in this Note as obligations, covenants and conditions of the undersigned with the same force and effect as though such obligations, covenants and conditions were fully set forth herein.

The Indebtedness shall, at the option of Payer, become immediately due and payable, without notice or demand, upon the happening of any of the following events: (1) The appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any of the undersigned's property; (2) the filing of a petition by or against the undersigned under the provisions of any State Insolvency law or under the provision of the United States Bankruptcy Act, as amended; (3) the making by the undersigned of an assignment for the benefit of the undersigned's creditors; (4) failure to pay any part of the Indebtedness when due; (5) failure of the undersigned to perform or observe any of the obligations, covenants, or conditions expressed in the Mortgage; or (6) if Payer shall feel itself insecure, or shall fear concealment of any of the Property. Payer's failure to exercise its rights under this paragraph shall not constitute a waiver thereof.

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The rights of Payer, and its assigns hereunder, shall not be impaired by Payer's transfer or assignment of this Note or of the Mortgage, or by any indulgence, including but not limited to (a) any removal, extension or nodification which Payer may grant with respect to the Indebtedness creary part thereof, or (b) any surrender, release, exchange or substitution which Rayer may grant in respect of the Property, or (c) any indulgance granted in respect of the endorser, guaranter or surety. The assigner of transferse, if any endorser, guaranter or surety. The assigner of transferse, if any, of this Note or the Lortgage shall forthwith become vested with and entitled to exercise all the powers and rights given to Payer by this Note and by the Jortgage, as if said assigned or transferse were originally named as Fayer in this Note or as the Lortgage in the Hertgage.

Thic Rote evidences the unpaid portion of the purchase price of the Property and is secured by an Aircraft Chattel Mortgage, of even date Aircraft (as defined and as described in said Mortgage) to be based at Long Beach Mandelpal Airport County of Long Beach Mandelpal Airport

All enomptions and homestized laws and all rights thereunder are hereby waived and protest hereof is also hereby waived.

The previsions of Section 3006 of the Civil Code of the State of California are horeby empressly valved.

By /s/ Kenneth F. Brown

REMESTH P. BROWN

I certify that this document has been compared with and is a true and correct copy of the original thereof.

O. F. MEYERS, CHIEF AIRCRAFT DIVISION

NOTE: Corporate Purchasers must emediate Note in the correct corporate name, by its duly authorized officer, and seel must be affixed; Fartnership purchases must execute Note in firm name, together with signature of a general partner.

FAA AIRCRAFT REGISTRY 2/16/82

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SALES DOCUMENT NO. 541 5710

WALA D-126 CSE 1/17/47 BILL OF SALE

KNOW ALL LEW BY THESE PRESENTS: That The United States of America, acting by and through the War Assets Administrator (hereinafter called the "Seller"), whose address is Railroad Retirement Building; Washington 25, D. C., and who has an Agency located at Los Angeles, California, is authorized to dispose of the following described property owned by the United States of America, and which has been declared to be surplus pursuant to said Surplus Property Act of 1944: 1 - Grussan Airplane, Model JEP-6B, Mammfacturer's Serial No. 1161, Identification No. 66331 novec, 3-25-42

For and in consideration of the sum of Fifteen thousand dollars

), Seller does hereby sell, assign, transfer, and deliver all right, title and interest in and to the above-described aircraft, together with all appurtenances attached to or installed therein, unto , whose address is

Kenneth P. Brown 4605 Arbor Road

long Beach, California (or his) successors and assigns, to have and to hold, all and singular, the said aircraft forever.

Upon the delivery of this instrument, the transferer is executing and delivering to the Seller its purchase money Note for the unpaid portion of the above consideration and its Aircraft Chattel Mortgage, "securing such Note, covering the property transferred herein.

The sale of the above-described property is made without representations or warranties whatsoever, except that (1) the Seller warrants the accuracy of the description, and (2) if sold as new, the said property is new. Any liability hereunder of the Seller is limited to the purchase price above set forth. No claim for variations from said two warranties will be recognized unless made to the Seller in writing within fifteen days after delivery of said property to the above transferce at the location of sale, or, if carried by a common carrier, at the original destination.

IN WITNESS WHEREOF, the Seller has duly executed this instrument 1947. this 10th day of Karch

applied

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STATE OF CALIFORNIA

COUNTY OF LOS ANCELES)

UNITED STATES OF ALERICA R ASSETS ADMINISTRATOR Ineyerd

CHIEF -RIECTRONICS DIVISION

, 1947, before me appeared Harch On this 10th day of to me personally known, who, being by me duly sworn, says he is **Chief Aircraft-Electronics Div**, of War Assets Administration, that said instrument was signed in benalf of said agency pursuant to authority of its Board of Directors, and said O. F. Meyers acknowledged the foregoing Bill of Sale to be the free act and deed of said agency.

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

> County of Los Angeles, State of California

Ly Commission Expires: Dec. 19, 1950

FAA AIRCRAFT REGISTRY CAMERA NO. 4 DATE: 2/16/82

The Manager of the state of the