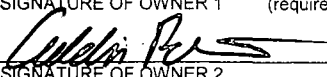
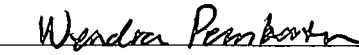


PRA Public Burden Statement: A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of 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 - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)	
AIRCRAFT REGISTRATION NUMBER N 95467		SERIAL NUMBER 1161	
MANUFACTURER Grumman		MODEL G21A	
DATE OF ISSUANCE 01/24/2012	DATE OF EXPIRATION 01/31/2021	TYPE OF REGISTRATION co-owned	

ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>Pemberton, Addison J</u> (Owner 2) <u>Pemberton, Wendra M</u> Note: Enter any additional owner names on page two. (Address) <u>5302 N Vista Ct</u> (Address) _____ City <u>Spokane</u> State <u>WA</u> Zip <u>99212</u> Country <u>USA</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____ TO RENEW REGISTRATION: REVIEW aircraft registration information, SELECT the appropriate statement, ENTER any change in address in the spaces below, SIGN, DATE, & SEND form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937 <input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____	HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762-9434 (toll free), or (405) 954-3116 When mailing fees, please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured. TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, COMPLETE, SIGN, DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ 202470721031 \$5.00 09/03/2020 <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.
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SIGNATURE OF OWNER 1 (required field) 	PRINTED NAME OF SIGNER (required field) Addison Pemberton	TITLE (required field) CO-OWNER	DATE 8-18-20
SIGNATURE OF OWNER 2 	PRINTED NAME OF SIGNER Wendra Pemberton	TITLE CO-OWNER	DATE 8-18-20

Use page 2 for additional signatures.

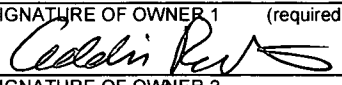
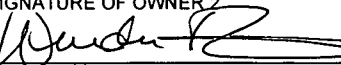
FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2020 SEP -3 AM 7:33
OKLAHOMA CITY
OKLAHOMA

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 95467		SERIAL NUMBER 1161	
MANUFACTURER Grumman		MODEL G21A	
DATE OF ISSUANCE 01-24-2012	DATE OF EXPIRATION 01-31-2108	TYPE OF REGISTRATION co-owned	

ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>Pemberton, Addison J</u> (Owner 2) <u>Pemberton, Wendra M</u> Note: Enter any additional owner names on page two. (Address) <u>5302 N Vista Ct</u> (Address) _____ City <u>Spokane</u> State <u>WA</u> Zip <u>99212</u> Country _____ Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____ TO RENEW REGISTRATION: <u>REVIEW</u> aircraft registration information, <u>SELECT</u> the appropriate statement, <u>ENTER</u> any change in address in the spaces below, <u>SIGN</u> , <u>DATE</u> , & <u>SEND</u> form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937 <input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____ _____	HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees, please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.
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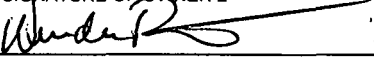
TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, <u>COMPLETE</u> , <u>SIGN</u> , <u>DATE</u> & <u>MAIL</u> this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.			
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SIGNATURE OF OWNER 1 (required field) 	PRINTED NAME OF SIGNER (required field) Addison Pemberton	TITLE (required field) co-owner	DATE 8-9-2017
SIGNATURE OF OWNER 2 	PRINTED NAME OF SIGNER Wendra Pemberton	TITLE co-owner	DATE 8-9-2017

Use page 2 for additional signatures.

172271004052
\$5.00 08/15/2017

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 95467		SERIAL NUMBER 1161	
MANUFACTURER Grumman		MODEL G21A	
DATE OF ISSUANCE 01/24/2012	DATE OF EXPIRATION 01/31/2015	TYPE OF REGISTRATION Co-Owned	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>Pemberton Addison J</u> (Owner 2) <u>Pemberton Wendra M</u> Note: Enter any additional owner names on page two. (Address) <u>5302 N Vista Ct</u> (Address) _____ City <u>Spokane</u> State <u>Wa</u> Zip <u>99212</u> Country _____ Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762-9434 (toll free), or (405) 954-3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
<input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____		TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, COMPLETE, SIGN, DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.	
SIGNATURE OF OWNER 1 (required field) 	PRINTED NAME OF SIGNER (required field) Addison Pemberton	TITLE (required field) CO-OWNER	DATE 08-12-2014
SIGNATURE OF OWNER 2 	PRINTED NAME OF SIGNER Wendra Pemberton	TITLE CO-OWNER	DATE 08-12-2014

Use page 2 for additional signatures.

142320803195
\$500 8-20-14 re

FILED WITH FAA
AIRCRAFT REGISTRATION ER
2014 AUG 20 AM 10 35
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION
UNITED STATES REGISTRATION NUMBER N 95467
AIRCRAFT MANUFACTURER & MODEL GRUMMAN G21A
AIRCRAFT SERIAL No. 1161

CERT: ISSUE DATE

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

- ☐ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☒ 4. Co-Owner ☐ 5. Government
☐ 6. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

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

PEMBERTON, ADDISON, J
PEMBERTON, WENDRA, M

TELEPHONE NUMBER: **(509) 891-9487**

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

Number and street: **5302 N. VISTA COURT**

Rural Route:

P.O. Box:

CITY SPOKANE	STATE WA	ZIP CODE 99212
------------------------	--------------------	--------------------------

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE Addison Pemberton	TITLE OWNER	DATE 12/22/2011
	SIGNATURE Wendra Pemberton	TITLE OWNER	DATE 12/22/2011
	SIGNATURE	TITLE	DATE

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 DEC 27 PM 12 23
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA

FORM APPROVED
OMB NO. 2120-0042

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$180,000 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 95467**
AIRCRAFT MANUFACTURER & MODEL
GRUMMAN G21A
AIRCRAFT SERIAL No.
1161

DOES THIS **21st** DAY OF **December** 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

PURCHASER

NAME AND ADDRESS

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

PEMBERTON, ADDISON, J.
PEMBERTON, WENDRA, M.
5302 NORTH VISTA COURT
SPOKANE, WA 99212

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF

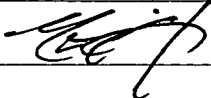
HAVE SET

HAND AND SEAL THIS

DAY OF

20

SELLER

NAME (S) OF SELLER
(TYPED OR PRINTED)SIGNATURE (S)
(IN INK) (IF EXECUTED
FOR CO-OWNERSHIP, ALL MUST
SIGN.)TITLE
(TYPED OR PRINTED)**FOR PALM SPRINGS AIR MUSEUM****Philip E Hixon****Chairman Emeritus**

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

115011058454
\$5.00 12/27/2011

ORIGINAL: TO FAA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 DEC 27 PM 12 23
OKLAHOMA CITY
OKLAHOMA

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			FOR FAA USE ONLY
AIRCRAFT MANUFACTURER & MODEL GRUMMAN G-21A			
AIRCRAFT SERIAL No. 1161			
TYPE OF REGISTRATION (Check One box)			
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input type="checkbox"/> 8. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner			
NAME OR APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) PALM SPRINGS AIR MUSEUM			
TELEPHONE NUMBER: (760) 778 6262			
ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.) Number and street: 745 N. GEORGE AULTY TRAIL			
Rural Route: _____ P.O. Box: _____			
CITY PALM SPRINGS	STATE CA	ZIP CODE 92267	
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. This portion MUST be completed. <small>A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).</small>			
<u>CERTIFICATION</u>			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States. (For voting trust, give name of trustee: _____), or:			
<u>CHECK ONE AS APPROPRIATE:</u>			
a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____			
b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____			
(2) That the aircraft is not registered under the laws of any foreign country; and			
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
TYPE OR PRINT NAME BELOW SIGNATURE			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE Dick Clark	TITLE President	DATE 8/10/2011
	SIGNATURE Dick Clark	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 AUG 12 AM 10 47
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 \$ 140K THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT
DESCRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N** 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

PURCHASER

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

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 18th DAY OF April

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Air Metal Fabricators, Inc	<i>Ken Orford</i>	PRES. Orford
	Ken Orford	

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED 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

APR 28 2011

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 AUG 12 PM 10 47
OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0029
EXP. DATE 10/2/84

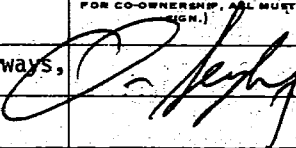
UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROE AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION		
UNITED STATES REGISTRATION NUMBER N 95467		
AIRCRAFT MANUFACTURER & MODEL Grumman G-21A		
AIRCRAFT SERIAL No. 1161		
CERT. ISSUE DATE 55-1		
K 110491		
FOR FAA USE ONLY		
TYPE OF REGISTRATION (Check one box)		
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Gov't <input type="checkbox"/> 6. Foreign-owned Corporation		
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Air Metal Fabricators, Inc., 19200-59th Drive N.E. Arlington, Wa. 98223		
TELEPHONE NUMBER: 206 , 435 - 8332		
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 19200 - 59th Drive N.E.		
Rural Route:	STATE	P.O. Box:
CITY Arlington	Washington	ZIP CODE 98223
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).		
CERTIFICATION		
I/WE CERTIFY:		
(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.		
(For voting trust, give name of trustee: _____), or:		
CHECK ONE AS APPROPRIATE:		
a. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-651) No. _____		
b. <input type="checkbox"/> A foreign-owned corporation organized and doing business under the laws of (state or possession) _____, and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____		
(2) That the aircraft is not registered under the laws of any foreign country; and		
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.		
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.		
TYPE OR PRINT NAME BELOW SIGNATURE		
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>Vicki Orford</i> Vicki Orford	TITLE Vice President
	SIGNATURE	TITLE
	SIGNATURE	TITLE
		DATE 9-25-91
		DATE
		DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.		

AC FORM 8050-1 (1-83) (0052-00-628-9005)

55

10-11-91
CP
TFR

SUBMITTED BY I.A.T.S.

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION		FORM APPROVED OMB NO. 2120-0042
AIRCRAFT BILL OF SALE		001720 K93748 54-1
FOR AND IN CONSIDERATION OF \$1.00 & OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:		
UNITED STATES REGISTRATION NUMBER	N 95467	
AIRCRAFT MANUFACTURER & MODEL	Grumman G-21A	
AIRCRAFT SERIAL No.	1161	
<p>DOES THIS 13th DAY OF Sept. 19 91 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:</p>		
PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)	
	<p>Air Metal Fabricators, Inc. 19200 - 59th Drive N.E. Arlington, Washington 98223</p>	
DEALER CERTIFICATE NUMBER.		
<p>AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.</p>		
<p>IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 13 DAY OF Sept 91</p>		
SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)
	Peninsula Airways, Inc.	
		President.
TITLE (TYPED OR PRINTED)		
ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)		
<p>ORIGINAL: TO FAA</p> <p style="font-size: x-small;">AC FORM 8050-2 (8-85) (1052-00-629-0002)</p>		

54

16-11-01

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SUBMITTED BY I.A.T.S.

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION		FORM APPROVED OMB NO. 2120-0042	
AIRCRAFT BILL OF SALE		0001719	
FOR AND IN CONSIDERATION OF \$1.00 & OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DES- CRIBED AS FOLLOWS:			
UNITED STATES REGISTRATION NUMBER	N 95467	K 93747 53-1	
AIRCRAFT MANUFACTURER & MODEL	Grunman G-21A	CONVEYANCE RECORDED	
AIRCRAFT SERIAL No.	1161	Nov 4 1 04 PM 91	
DOES THIS 6th DAY OF Sept 19 91 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:		Do Not Write In This Block FOR FAA USE ONLY	
PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)		
	Peninsula Airways, Inc. 4851A Aircraft Dr. Anchorage, AK. 99502		
DEALER CERTIFICATE NUMBER			
AND TO ITS EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.			
IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 6th DAY OF Sept 91			
SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	Airpac	<i>[Signature]</i>	owner, v.p. trustee
			REGSTR CD 5.00
			3247 001 10/11/91

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

ORIGINAL: TO FAA

52

1994-1995

19 12 1964

10-11-01

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SUBMITTED BY I. A. T. S.

52-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-723
EXP. DATE 6/30/94

2 2

K 9 3 7 4 6

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 release which may be used to release the collateral from the terms of the conveyance.

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Peninsula Airways, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Air Metal Fabricators, Inc.
19200 - 59th Drive N.E.
Arlington, Wa. 98223

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

XXXXXXXXXXXXXXXXXXXX

CONVEYANCE
RECORDED

Nov. 4 1 03 PM 91

FEDERAL AVIATION
ADMINISTRATION

SEE RECORDED
CONVEYANCE

NUMBER F 55 304
FICHE # R3 PAGE # 51-1

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER N95467	AIRCRAFT SERIAL NUMBER 1161	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G-21A
ENGINE MFR. and MODEL		ENGINE SERIAL NUMBER(S)
PROPELLER MFR. and MODEL		PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 2-8-91 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 2-19-91 AS CONVEYANCE NUMBER F55304

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 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 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 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.

DATE OF RELEASE: 9-18-91

Air Metal Fabricators, Inc.

(Name of security holder)

SIGNATURE (in ink)

TITLE 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)

ACKNOWLEDGEMENT (If Required By
Applicable Local Law):

0050-41 (7-83) (0050-00-503-0001)

52

10-11-91
CP
JH

SUBMITTED BY I.A.T.S.

**AIR
METAL
FABRICATORS, INC.**

18615 - 58th AVE. N.E. BLDG. #20
ARLINGTON, WA. 98223

(206) 435-8332
FAX (206) 435-2988
CONVEYANCE
RECORDED

FEB 19 1 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

Vicki Orford
Vicki Orford, Vice President
Air Metal Fabricators, Inc.

RECORD CD 5.00
2487 001 2/12/91

51

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
APR 12 3 05 PM '91
OKLAHOMA CITY
OKLAHOMA

50-1

NOT REQUIRED

NAME (last name first) OF DEBTOR

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Do Not Write In This Block
FOR FAA USE ONLY

AIRCRAFT MET. (BUILDER) and MODEL.

Gruman G21A

ENGINE SERIAL NUMBER(S)

PROPELLER SERIAL NUMBER(S)

FAA CONVEYANCE EXAMINER

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 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.

(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 8050-1f (A-77) (0052-00-543-9001)

Dup Rnd FFR 5-2-89 #486

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APR 26 1989

OKLAHOMA CITY

CONVEYANCE

FILED WITH FAA

OKLAHOMA CITY
APR 26 9 44 AM '89
AIRCRAFT REGISTRY
FILED WITH FAA
CONVEYANCE

000000000163

SEATTLE-FIRST
NATIONAL BANK

N 74970

49-1

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

SECURITY AGREEMENT - EQUIPMENT, FARM EQUIPMENT, FIXTURES, OR CONSUMER GOODS

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

AIRPAC, INC.

FEB 20 3 28 PM '86

THE UNDERSIGNED

(hereinafter called "Debtor") hereby grants to SEATTLE-FIRST NATIONAL BANK (Dexter Horton Branch) (hereinafter called "Secured Party"), its successors and assigns, a security interest in the following described property; together with all increases therein, all added and substituted parts and equipment, tools, parts, accessories, supplies and improvements therefor, together with all proceeds of all such property, to-wit:

(Insert full description of property, including identifying data such as year, make, model, serial and identification numbers.)

YEAR	MAKE	NUMBER	TYPE	SERIAL NUMBER	REGIS. NUMBER
1944	Grumman	6504.40	Goose Hull	1161	N 95467

The above aircraft together with any accessories, spare parts or equipment now on or attached to said aircraft, or hereafter 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 County, Washington.

This Security Agreement is given to secure the payment and performance of all indebtedness and obligations of Debtor to Secured Party presently existing and hereafter arising, direct or indirect, and interest thereon.

DEBTOR HEREBY REPRESENTS, COVENANTS AND AGREES WITH SECURED PARTY AS FOLLOWS:

1. Use of collateral - Residence of Debtor

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 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
☒ Business use
☐ 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:

Alaska

County, Washington.

2. Fixtures

If any of the collateral is to be or has been attached to real estate, the description of the real estate is as follows:

County, Washington

3. Ownership and Liens

Debtor (if a natural person) is of legal age, (if a corporation) is duly organized and existing under the laws of the state of its incorporation; owns the collateral and it is free and clear of all security interests and encumbrances of every nature (except as noted on the reverse). Debtor will not create or permit the existence of any lien or security interest other than that hereby created on the collateral without the written consent of Secured Party. Any certificate of title now or hereafter existing on any of the collateral will be delivered to Secured Party and will recite the interest of Secured Party.

4. Taxes

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 obligation secured hereby.

5. Repairs and Inspection.

Debtor will keep the collateral in good repair. Secured Party may inspect the collateral at reasonable times and intervals and may for this purpose enter the premises upon which the collateral is located.

6. Insurance.

Debtor will keep the collateral continuously insured by an insurer approved by Secured Party against fire, theft and other hazards designated at any time by Secured Party, in an amount equal to the full insurable value thereof or to all sums secured

10:59 AM 0817

5.00 REC

0 255 A 02/05/86

The terms and conditions appearing on the back hereof are part of this Security Agreement.

When executed by more than one party, the obligations hereunder shall be several as well as joint.

Signed this 7 day of August, 1978
 c/o Alaska Shell, Inc.
 4215 21st West Seattle
 Street City 98199
 King County, Washington

MAILING ADDRESS OF DEBTOR (Print)

UCC FORM 3500 1/73

AIRPAC, INC.

Richard M. Long President

(SIGNATURE OF DEBTOR)

Original

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 filing or recording fees, and any amount so paid, with interest thereon at the maximum 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 any of the following events, hereinafter called "Events of Default," to-wit:

- 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
- Any failure to perform as required by any covenant or agreement herein; or
- 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
- If the collateral should be seized or levied upon under any legal or governmental process against Debtor or against the collateral; or

- If Debtor becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under the federal bankruptcy laws; 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
- If 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.

11. Remedies

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 as follows:

- Debtor agrees to put Secured Party in possession of the collateral on demand; and
- 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
- 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
- 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 Debtor shall be sent to the mailing address of the Debtor stated herein; and
- 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 it is 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 reasonable 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 subparagraph shall be secured hereby; and
- 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

By

Ann Aahl, AVP

RECEIVED
FEB 5 10 13 AM '86
ALBANY, NEW YORK
FEDERAL RESERVE BANK
ALBANY, NEW YORK

000000552

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124644

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

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 release, which may be used to release the collateral from the terms of the conveyance.

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first, OF DEBTOR)

Cirpa, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

*Seattle First National Bank
P.O. Box 3586
Seattle, Wa. 98124*

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

DEC 10 - 7 35 AM '84

FEDERAL
AVIATION
ADMINISTRATION

SEE RECORDED
CONVEYANCE

NUMBER _____
FICHE # _____ PAGE # _____

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER <i>NR467</i>	AIRCRAFT SERIAL NUMBER <i>1161</i>	AIRCRAFT MFR. (BUILDER) and MODEL <i>Cessna 441</i>
ENGINE MFR. and MODEL		ENGINE SERIAL NUMBER(S)
PROPELLER MFR. and MODEL		PROPELLER SERIAL NUMBER(S)
<p>THE SECURITY CONVEYANCE DATED <i>8-7-84</i> COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON <i>9-13-84</i> AS CONVEYANCE NUMBER <i>8-7-84 & 10-10-84</i> <i>NOT RECORDED</i> <i>Melanie Bennett</i> FAA CONVEYANCE EXAMINER</p>		

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 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 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 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 28504, Oklahoma City, Oklahoma 73125.

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

DATE OF RELEASE:

Seattle First National Bank

(Name of security holder)

SIGNATURE (in ink)

John E. Cooper

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).

48-2

NOV 20 11 54 AM '84
OKLAHOMA CITY
FAA AIRCRAFT REGISTRY

NOV 20 11 54 AM '84
OKLAHOMA CITY
FAA AIRCRAFT REGISTRY

SEATTLE-FIRST
NATIONAL BANK

D 27

48-1

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

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

THE UNDERSIGNED

AIRPAC, INC.

Debtor called "Debtor" hereby grants to SEATTLE-FIRST NATIONAL BANK (Dexter Horton Branch)
Secured Party, its successors and assigns, a security interest in the following described property, together with all increases therein, all added and substi-
tuted parts and equipment, tools, parts accessories, supplies and improvements therefor together with all proceeds of all such property, to-wit:

(Insert full description of property, including identifying data such as year, make, model, serial and identification numbers.)

YEAR	MAKE	MANUFACTURERS NUMBER	TYPE	SERIAL NUMBER	REGIS. NUMBER
1944	Grumman	6504.40	Goose Hull	1161	N 95467

The above aircraft together with any accessories, spare parts or equipment
now on or attached to said aircraft, or hereafter 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

This Security Agreement is given to secure the payment and performance of all indebtedness and obligations of Debtor to Secured Party presently existing and hereafter
arising, direct or indirect, and interest thereon.

DEBTOR HEREBY REPRESENTS, COVENANTS AND AGREES WITH SECURED PARTY AS FOLLOWS:

1. Use of collateral - Residence of Debtor.

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
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
☒ Business use
☐ 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:

Alaska

County, Washington

2. Fixtures

If any of the collateral is to be or has been attached to real estate, the description
of the real estate is as follows:

County, Washington

3. Ownership and Liens

Debtor (if a natural person) is of legal age, (if a corporation) duly organized and
existing under the laws of the state of its incorporation; owns the collateral; and it is
free and clear of all security interests and encumbrances of every nature (except as
noted on the reverse). Debtor will not create or permit the existence of any lien or
security interest other than that hereby created on the collateral without the written
consent of Secured Party. Any certificate of title now or hereafter existing on any
of the collateral will be delivered to Secured Party and will recite the interest of Se-
cured Party.

4. Taxes

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-
tion secured hereby.

5. Repairs and Inspection.

Debtor will keep the collateral in good repair. Secured Party may inspect the
collateral at reasonable times and intervals and may for this purpose enter the prem-
ises upon which the collateral is located.

6. Insurance.

Debtor will keep the collateral insured by an insurer approved by
Secured Party against fire, theft, and other hazards designated at any time by Secured
Party, in an amount equal to the full insurable value thereof or to all sums secured

The terms and conditions appearing on the back hereof are part of this Security Agreement.

When executed by more than one party, the obligations hereunder shall be several as well as joint.

Signed this 7 day of August, 1978

c/o Alaska Shell, Inc.

4215 21st West

Seattle

Street

City 98199

King

County, Washington

MAILING ADDRESS OF DEBTOR (Print)

UCC FORM 3500 1 73

AIRPAC, INC.

Richard Malone President
(SIGNATURE OF DEBTOR)

48.

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 filing or recording fees, and any amount so paid, with interest thereon at the maximum 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 any of the following events, hereinafter called "Events of Default," to-wit:

- 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
- Any failure to perform as required by any covenant or agreement herein; or
- 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
- If the collateral should be seized or levied upon under any legal or governmental process against Debtor or against the collateral; or

- Debtor becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under the federal bankruptcy laws; 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
- The Secured Party deems itself insecure.

Then and in any of such events of default, the entire amount of indebtedness secured hereby shall be due and payable 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.

11. Remedies

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 as follows:

- Debtor agrees to put Secured Party in possession of the collateral on demand; and
- Secured Party is authorized to enter the premises where the collateral is situated and take possession of said collateral without notice or demand and without legal proceedings; and
- 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
- 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 to Secured Party to Debtor shall be sent to the mailing address of the Debtor stated herein; and
- 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 this 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 reasonable 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 paragraph shall be secured hereby; and
- 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.

*Executed Copy of FAA side only FFR SEP 12 78 # 1980
Returned by project letter 092678*

OKLAHOMA CITY
OCT 10 11 14 AM '84
FILED WITH FAA
AIRCRAFT REGISTRY
CONVEYANCE

OKLAHOMA CITY
AUG 7 11 54 AM '84
FILED WITH
FAA AIRCRAFT REGISTRY
CONVEYANCE

47-1

000000823

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

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 release which may be used to release the collateral from the terms of the conveyance.

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Air Pac, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Management Jets International, Inc.
P.O. Box 81887
Lincoln NE 68501

NAME OF SECURED PARTY'S ASSIGNEE (if assigned)

CONVEYANCE
RECORDED
JUL 17 9 11 AM '84
FEDERAL AVIATION
ADMINISTRATION

M 0 0 2 6 8

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER N95467	AIRCRAFT SERIAL NUMBER 1161	AIRCRAFT MFR. (BUILDER) and MODEL GRUMMAN G21A
ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)	
PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)	
<p>THE SECURITY CONVEYANCE DATED <u>8/25/80</u> COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON <u>12/19/80</u> AS CONVEYANCE NUMBER <u>AAD6794</u></p> <p><u>M. K. Hampton</u> FAA CONVEYANCE EXAMINER</p>		

SEE RECORDED
CONVEYANCE
NUMBER AAD6794
PAGE # 1

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 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 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 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):

DATE OF RELEASE: 5/21/84

MANAGEMENT JETS INTERNATIONAL, INC.

(Name of security holder)

SIGNATURE (in ink)

TITLE

(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).

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION			1978 CERT. ISSUE DATE
UNITED STATES REGISTRATION NUMBER N 25467			8002678 FOR FAA USE ONLY
AIRCRAFT MANUFACTURER & MODEL Grumman G21 A			
AIRCRAFT SERIAL No. 1161			
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) AIRPAC			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 4215 21st Ave Rural Route: _____ P. O. Box: _____			
CITY	STATE	ZIP CODE	
Seattle	Wa	98199	
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS			
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE	TITLE	DATE
	<i>Richard M. [Signature]</i>	President	8-29-78
	SIGNATURE	TITLE	DATE
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

CR 210000

46

OKLAHOMA CITY, OKLA

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ATLANTA, GA

Debit or

SEP 19

DEBTOR WARRANTS AND C

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FORM APPROVED
OMB NO. 94-70075

DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY.

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CONVEYANCE
RECORDED

FEDERAL AVIATION
ADMINISTRATION

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 16.00 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
FOLLOWS:

AIRCRAFT MAKE AND MODEL
Grumman G 21 A

MANUFACTURER'S SERIAL NUMBER
1161

NATIONALITY & REGISTRATION MARKS
N95467

DOES THIS 29 DAY OF August, 78
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

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

AIRPAC
4215 21st Ave
Seattle, Wa 98199

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 29 DAY OF Aug, 78

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		K C AIRCRAFT SHEET METAL INC	<i>[Signature]</i>

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

ORIGINAL: TO FAA

AC FORM 8030-2 (4-71) (1002-629-0002)

44

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ADMINISTRATION
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COMM. REC.

OKLAHOMA CITY, OKLA.
SEP 12 1 45 PM '78
AIRCRAFT REGISTRY

000001901 43-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

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 release which may be used to release the collateral from the terms of the conveyance.

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

K C Aircraft Sheet Metal Shop
California Pacific Bank
P O Box 2368
Fullerton, Ca 92633

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

FEDERAL AVIATION
ADMINISTRATION

SEP 26 12 32 PM '78

CONVEYANCE
RECORDED

S09038

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
95467	1161	Hummer C21A
ENGINE MFR. and MODEL		ENGINE SERIAL NUMBER(S)
PROPELLER MFR. and MODEL		PROPELLER SERIAL NUMBER(S)
THE SECURITY CONVEYANCE DATED <u>no date</u> COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON <u>10-11-77</u> AS CONVEYANCE NUMBER <u>430192</u>		
<p style="text-align: right;">R L Zelman FAA CONVEYANCE EXAMINER</p>		

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 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 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 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):

DATE OF RELEASE: 8-28-78

CALIFORNIA PACIFIC BANK

(Name of security holder)

SIGNATURE (in ink)

TITLE: 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).

43

202038

COMMERCIAL
REGISTRATION

SEP 12 1 46 PM '78

OKLAHOMA CITY, OKLA

OKLAHOMA CITY, OKLA

SEP 12 1 46 PM '78

FAA AIRCRAFT REGISTRY

FORM APPROVED OMB NO. 04-R0079

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION APPLICATION

UNITED STATES
REGISTRATION NUMBER **N 95467**

AIRCRAFT MANUFACTURER & MODEL
Gruman G21A Goose

AIRCRAFT SERIAL No.
1161

U101177
CERT. ISSUE DATE

000001831

42-1

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☐ 4. Co-Owner ☐ 5. Gov't.

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

K C Aircraft Sheet Metal Inc.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **2750 Wardlow Road**

Rural Route:

P. O. Box:

CITY

Long Beach

STATE

California

ZIP CODE

90806

☐ CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	President ✓	9-8-77
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

42

100000

OKLAHOMA CITY, OKLA

SEP 15 2 58 PM '77

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

SECURITY AGREEMENT (BANK NOT TO BE IN POSSESSION)

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 accommodation given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collateral described in paragraph 3 and indicated in paragraph 4 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's Indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

1. BORROWER(S)

K C Aircraft Sheet Metal Inc.
a. Name _____ Social Security or Employer Number _____
b. Trade Name (if any) _____
c. Mailing Address **2750 Wardlow Road Long Beach** City **CA 90806** State **CA** Zip **90806**
d. Chief Place of Business _____ City _____ State _____ Zip _____
e. Residence (Individuals) _____ City _____ State _____ Zip _____

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)

California Pacific Bank 131 W. Commonwealth Ave. Fullerton, Ca. 92630-3083/1222

3. COLLATERAL DESCRIPTION (AND LOCATION):

Gruman G21A Goose

Reg. # N95467

Ser. # 1161

4. COLLATERAL (OTHER): Indicated by Borrower's Initials:

a. EQUIPMENT:

- _____ All other equipment now owned by Borrower.
- _____ All after acquired equipment.
- _____ All accessions to equipment.

b. CROPS AND TIMBER UNDER CONTRACT TO BE CUT AND REMOVED:

- _____ All products (in unmanufactured state) of crops and timber.
- _____ All proceeds from crops and timber and products thereof.

c. LIVESTOCK:

- _____ All other livestock now owned by Borrower.
- _____ All after acquired livestock.
- _____ All increases of livestock.
- _____ All products (in unmanufactured state) of livestock.
- _____ All proceeds from livestock and products thereof.

d. FARM SUPPLIES:

- _____ All other farm supplies now owned by Borrower.
- _____ All after acquired farm supplies.

5. PURCHASE MONEY SECURITY INTEREST:

_____ If indicated by Borrower's initials, Bank is giving value to enable Borrower to acquire rights in, or the use of, Collateral.

6. INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

Dated _____ 19____
K C Aircraft Sheet Metal Inc.

By *[Signature]*
Title _____
SIGNATURE OF BORROWER(S)

SECURITY AGREEMENT

(BANK NOT TO BE IN POSSESSION)

I. WARRANTIES AND REPRESENTATIONS: Borrower warrants and represents that:

1. **Borrower's Title**—Except as specified herein, Borrower has, or upon acquisition will have, title to all Collateral and no other person, entity, agency, or government has or purports to have, or upon acquisition will have, any right, title, lien, encumbrance, adverse claim, or interest in any Collateral.
2. **Borrower's Authority**—Borrower has authority to enter into the Agreement and any person signing it on Borrower's behalf has been duly authorized to execute the Agreement for Borrower.
3. **Information**—Any and all information now or hereafter supplied to Bank by Borrower, or at Borrower's request or instruction is correct.

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

1. **Payment**—Borrower will pay any of Borrower's indebtedness to Bank promptly when due and Borrower will repay immediately and without demand, all expenses (including reasonable attorneys' fees, legal expenses, and costs) incurred by Bank under the Agreement with interest at the legal rate from the date of expenditure.
2. **Financial Condition**—Borrower will not commence nor permit to continue any proceeding in bankruptcy, receivership, or similar proceedings concerned with involuntary liquidation, reorganization or dissolution or arrangement with creditors, nor will it commit any act of bankruptcy, nor make an assignment for creditors, or become insolvent.
3. **Additional Information**—Borrower will, upon Bank's demand, establish the correctness of any information supplied to Bank and will promptly notify Bank of any adverse changes in any information supplied to Bank and will promptly notify Bank of any change of address to which notices should be sent.
4. **Additional Documents**—Borrower will execute any and all legal documents, assignments or documents that may be deemed necessary or advisable by Bank to effectuate the purpose of the Agreement.
5. **Location and Identification**—Borrower will keep the Collateral separate and identifiable and at the location described herein and will not remove the Collateral from that location without the Bank's written consent.
6. **Sale, Lease, or Disposition**—Except as specified herein, Borrower will not, without written consent of Bank, sell, contract to sell, lease, encumber, or dispose of the Collateral until the indebtedness to Bank has been completely discharged.
7. **Maintenance, Repair, Use and Inspection**—Borrower will maintain and repair the Collateral; will use the Collateral lawfully and only within insurance coverage; will not use the Collateral so as to cause or result in any waste, unreasonable deterioration or depreciation; and will permit Bank to enter on Borrower's property and to inspect the Collateral at any reasonable time.
8. **Cultivation and Animal Husbandry**—If the Collateral is timber, crops or livestock, Borrower will protect and cultivate, or husband the Collateral using methods of cultivation and animal husbandry acceptable to Bank.
9. **Insurance**—Borrower will insure the Collateral, with Bank as loss payee, in form and amounts, with companies, and against risks and liability not contrary to Bank and hereby assigns the policies to Bank, agrees to deliver them to Bank at Bank's request, and authorizes Bank to make any claim thereunder, to cancel the insurance upon default, and to receive payment of and endorse any instrument in payment of loss or return premium or a full refund or return, collateral to satisfy the Bank or reduce the total indebtedness by an amount sufficient to satisfy the Bank.
10. **Decrease in Value of Collateral**—Borrower will, if in the Bank's judgment the Collateral has materially decreased in value, either provide enough additional collateral to satisfy the Bank or reduce the total indebtedness by an amount sufficient to satisfy the Bank.
11. **Taxes—Assessments—Charges—Lien—Incumbrances**—Borrower will pay when due all taxes, assessments, charges, liens or encumbrances now or hereafter affecting the Collateral, and, if the Collateral is on or attached to realty, owned by Borrower, the realty on which the Collateral is located.
12. **Defense of Title**—Borrower at its own cost and expense will appear in and defend any action or proceeding which may affect the Bank's security interest in or Borrower's title to any Collateral.
13. **Appointment of Bank as Attorney in Fact; Reimbursement**—Borrower will and hereby does appoint Bank as Borrower's Attorney in fact to do any act which Borrower is obligated by the Agreement to do, to exercise such rights as Borrower might exercise, to use such equipment as Borrower might use, and to collect such proceeds as Borrower might collect, all to protect and preserve Bank's rights hereunder and the Collateral. Borrower will immediately reimburse Bank for any expenses Bank may incur while acting as Borrower's Attorney in fact.
14. **Endorsement—Surety—Guarantor**—Borrower will, if any present endorser, surety, or guarantor, dies or does any act described in covenant 2, either at Bank's option, pay all of Borrower's indebtedness or substitute an endorser, surety, or guarantor acceptable to Bank.
15. **Purchase Money**—Borrower will, if Bank, as indicated herein, gives value to enable Borrower to acquire rights in or the use of Collateral, use such value for such purpose.

III. REMEDIES: Borrower understands and agrees that in the event that: (a) Any warranty or representation is false or is believed in good faith by Bank to be false; (b) any covenant or agreement is violated; or (c) Bank in good faith deems itself insecure (because the prospect of payment is impaired; the prospect of performance of any covenant or agreement is impaired; or the value or priority of the security interest is impaired) Bank, in addition to any remedies provided by law or the Agreement, and to the extent provided by law, may:

1. **Expenses**—incur expenses (including reasonable attorneys' fees, legal expenses and costs) to exercise any right or power under the Agreement.
2. **Require Additional Collateral**—demand that Borrower provide enough additional Collateral to satisfy the Bank.
3. **Performance of Borrower's Obligations by Bank**—(but need not) perform any obligation of Borrower, and may (but need not) make payments, etc., to or for Borrower.
4. **Set-Off**—exercise all rights of set-off and Banker's Lien to the same effect and in the same manner as if 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 payable.
7. **Possession**—if not then in possession of the Collateral, take possession of and protect the Collateral; require the Borrower or other person in possession to assemble the Collateral and make it available to Bank at a reasonably convenient place to be designated by Bank; render the Collateral unusable without removing it; and enter upon such lands and properties where the Collateral might be located.
8. **Notice**—notify other interested persons or entities of the default, acceleration and other actions of the Bank.
9. **Suit, Retention or Disposition of Collateral, Application of Proceeds**—give the Borrower or any other person or entity liable for the indebtedness; retain the Collateral in satisfaction of the obligation and indebtedness; dispose of the Collateral; and apply the proceeds of disposition, including provision for reasonable attorneys' fees and legal expenses incurred by Bank; all as provided by law.

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

1. **Time of Essence**—Time is of the essence of the Agreement.
2. **Waiver**—Bank's acceptance of partial or delinquent payments or failure of Bank to exercise any right or remedy shall not be a waiver of any obligation of Borrower or right of Bank nor constitute a modification of the Agreement, nor constitute a waiver of any other similar default subsequently occurring.
3. **Entire Agreement**—The Agreement contains the entire security agreement between Bank and Borrower.
4. **Assignments, etc.**—The provisions of the Agreement are hereby made applicable to and shall inure to the benefit of Bank's successors and assigns and bind Borrower's heirs, legatees, devisees, administrators, executors, successors and assigns.
5. **Multiple Borrowers**—When more than one Borrower signs the Agreement all agree:
 - a. **Construction**—that whenever "Borrower" appears in the Agreement it shall be read "each Borrower";
 - b. **Breach**—that breach of any covenant or warranty by any Borrower may, at the Bank's option, be treated as a breach by all Borrowers.
 - c. **Liability**—that the liability of each Borrower is joint and several and the discharge of any Borrower, for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of security or any impairment or suspension of Bank's remedies or rights against one Borrower, shall not affect the liability of any other Borrower.
 - d. **Waiver**—all Borrowers waive the right to require the Bank to proceed against one Borrower before any other or to pursue any other remedy in Bank's power.

FORM APPROVED
OMB NO. 21-00074

DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

40-1

AIRCRAFT BILL OF SALE 000001832

FOR AND IN CONSIDERATION OF \$10.00, OVC THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
FOLLOWS:

AIRCRAFT MAKE AND MODEL
Gruman G21A Goose

MANUFACTURER'S SERIAL NUMBER
1161

RATIONALITY & REGISTRATION MARKS
N 95467

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

PURCHASER
NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND ADDRESS)
**K C Aircraft Sheer Metal Inc.
2750 Wardlaw Road
Long Beach, Ca. 90806**

FEDERAL AVIATION
ADMINISTRATION
OCT 11 7 4 AM '71
CONVEYANCE
RECORDED
U30191

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

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

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
		Antilles Airboat Inc.	<i>[Signature]</i>

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

ORIGINAL: TO FAA

AC FORM 8030-2 (4-71) (0992-639-0002)

40

0000000000

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
SEP 15 2 58 PM '77
OKLAHOMA CITY, OKLA.

This form is only intended to be a suggested form of release which meets the recording requirements of the Federal Aviation Act of 1958, and the Regulations of the Administrator issued thereunder. In addition to these requirements, the form of release used by the seller or assignee should be drafted in accordance with the pertinent provisions of the local statutes. If this release form meets the local statutes, you may use 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 following described contract of conditional sale on aircraft, FAA registration number N 95467

dated February 1964 executed by Irving L. Jones, Jr & Donald B. Sittman as seller,
and Antilles Air Boats, Inc as purchaser,
and assigned to _____

This contract was recorded by the Federal Aviation Agency on June 11, 1964

and was assigned document number R 99068

undersigned is also the holder of the legal title to aircraft described as follows:

Grumman G-21

N 95467

(Aircraft make and model)

(Aircraft serial number)

(FAA registration number)

For and in consideration of the payment in full of the indebtedness due under the above-described contract of conditional sale the undersigned does this 18 day of December, 19 66,
sell, grant, transfer, and deliver all of his right, title, and interest in and to the above-described aircraft,
unto Antilles Air Boats, Inc
(Conditional Purchaser)

whose address is _____ and to

_____ executors, administrators, and assigns, to have and to hold all and singular, the said aircraft forever.

IN TESTIMONY WHEREOF, we have set OUR hand and seal this 16th day

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

Irving L. Jones, Jr
Donald B. Sittman

(Name of Seller or Assignee)

Signature (In ink)

Owners

ACKNOWLEDGMENT

State of Florida
County of Dade

On this 16th day of Dec., 19 66
before me, personally appeared the above-named Seller or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)



Lee Annman
Notary Public (In ink)

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES FEB. 14, 1970
BONDED THROUGH FRED W. RIESTELHORST



FEDERAL AVIATION AGENCY
5300 South Portland
Oklahoma City, Oklahoma 73119

34 JUN 11 1966

IN REPLY
REFER TO:

TS-072

N-95467

Spring L. Jones Jr. & Donald B. Littman
6440 S.W. 107 St.
Miami, Florida

CONDITIONAL PURCHASER: Antilles Airboats, Inc.

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

The contract, dated Feb 7-1964, was recorded on 6-11-64
as document number R99068, against aircraft registration number(s) N-95467

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,

A handwritten signature in ink, appearing to read "Lester G. Robinson".

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

FEDERAL AVIATION
AGENCY AIRCRAFT
REGISTRATION BRANCH
OKLAHOMA CITY, OKLA
DEC 21 3 44 PM '66

38-3

AIRCRAFT ACCIDENT NOTICE			
FROM:		TO:	
Aircraft Registration No. N-	MAKE	MODEL	SERIAL NO.
The above reported aircraft has been totally destroyed. Date of Accident:		Name:	
CANCELLATION OF AIRCRAFT REGISTRATION NUMBER			
REGISTRATION NO. N-95467	NAME Antilles Airboats Inc	Lien Information on File: <input type="checkbox"/> None <input type="checkbox"/> Outstanding Recorded Conveyance No.	
EXPORT CERT. NO. E-	The above Registration Number is to be canceled for the reason checked below: <input type="checkbox"/> Accident <input type="checkbox"/> Convention <input type="checkbox"/> Exported to: <input type="checkbox"/> Non-Convention <input type="checkbox"/> Permanently retired from service <input type="checkbox"/> Dismantled or salvaged <input type="checkbox"/> At the request of: <input type="checkbox"/> Registrant <input type="checkbox"/> Owner <input type="checkbox"/> Revocation <input checked="" type="checkbox"/> AC Form 8050-73 Action <i>destroyed/salvaged</i> <input type="checkbox"/> Other (Specify)		
Official approving the cancellation: Name: <i>Simon Ashford</i>		TIME:	DATE: 35 24 APR 1974
CONFIRM TO: <input type="checkbox"/> WIRE <input type="checkbox"/> MAIL		COPY TO: <input type="checkbox"/> WIRE <input type="checkbox"/> MAIL	
CHARGE TO:		REINSTATE 18 100577 FOREIGN MARKINGS:	
C The above registration number has been canceled and records adjusted accordingly. Records Clerk:		DATE: 35 24 APR 1974	

38-2

PRO

1. NAME OF AIRCRAFT		2. TYPE OF AIRCRAFT	
3. MAKE AND MODEL		4. YEAR OF MANUFACTURE	
5. REGISTRATION NUMBER		6. OWNER'S NAME	
7. OWNER'S ADDRESS		8. OWNER'S PHONE NUMBER	
9. OWNER'S SIGNATURE		10. DATE OF REGISTRATION	
11. AIRCRAFT IDENTIFICATION		12. AIRCRAFT DESCRIPTION	
13. AIRCRAFT HISTORY		14. AIRCRAFT STATUS	
15. AIRCRAFT LOCATION		16. AIRCRAFT CONDITION	
17. AIRCRAFT WEIGHT		18. AIRCRAFT LENGTH	
19. AIRCRAFT HEIGHT		20. AIRCRAFT WINGSPAN	
21. AIRCRAFT ENGINE		22. AIRCRAFT PROPELLER	
23. AIRCRAFT LANDING GEAR		24. AIRCRAFT COCKPIT	
25. AIRCRAFT INTERIOR		26. AIRCRAFT EXTERIOR	
27. AIRCRAFT EQUIPMENT		28. AIRCRAFT ACCESSORIES	
29. AIRCRAFT MAINTENANCE		30. AIRCRAFT INSPECTION	
31. AIRCRAFT REPAIRS		32. AIRCRAFT MODIFICATIONS	
33. AIRCRAFT INCIDENTS		34. AIRCRAFT ACCIDENTS	
35. AIRCRAFT RECALLS		36. AIRCRAFT REMARKS	

Please read the instructions at the beginning of each part and on the reverse side before completing this form.

DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION ELIGIBILITY,
IDENTIFICATION, AND ACTIVITY REPORT
AS OF DECEMBER 31, 1973

FORM APPROVED
OMB NO. 04-R0185

PART 1 - REGISTRATION INFORMATION

FAR 47.44 requires each holder of a U.S. Civil Aircraft Certificate to submit this part of the form by April 1, 1974.

3951204

1 REG. NO. N 55467		2 AIRCRAFT SERIAL NUMBER 1161		3 AIRCRAFT MANUFACTURER, MODEL, AND SERIES GRLMPAN G-21A	
11 NAME AND ADDRESS OF CERTIFICATE HOLDER(S) ANTILLES AIRBOATS INC SEAPLANE RAMP VETERANS DR CHRISTIANSTED VIRGIN ISLANDS					
12 NUMBER AND STREET, P.O. BOX, ETC.					
13 CITY					
14 STATE				15 ZIP	
16 CANCELLATION OF REGISTRATION REQUESTED.					
17a. <input type="checkbox"/> SOLD (Show purchaser's name and address in remarks.)		17c. <input type="checkbox"/> STOLEN/LOST		17d. <input type="checkbox"/> EXPORTED	
17b. <input checked="" type="checkbox"/> DESTROYED/SCRAPPED		17e. <input type="checkbox"/> OTHER			
17f. REMARKS: (Give date)					
18 REGISTRATION ELIGIBILITY. I (we) certify that: (1) I am a (we are) U.S. citizen(s); (2) I (we) own the aircraft identified above; and (3) to the best of my (our) knowledge it is not registered under the laws of any foreign country.			19 DATE 2/22/74		
SIGNATURE X			SIGN ONLY ONE		
19 TITLE MANAGERIAL POSITION			SIGNATURE X 19 TITLE MANAGERIAL POSITION Pres.		

PART 2 - ACTIVITY & RELATED INFORMATION

FAR 47.43 requires each owner to submit the information indicated below. For air carrier aircraft operating under FAR 121 or 129 check here ☐ and fill in Block 22.

38

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 use 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.

Form Approved
Budget Bureau No. C4-8078

FORM FAA-500 (PART B) (5-59) JUN 1 1964

73 38-050277 FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION 37-11X

NAME AND ADDRESS OF APPLICANT (as that shown on Part A of this form):
790 989
Antilles Airboats, Inc.
Christiansted
St. Croix, Virgin Islands
SEAPLANE RAMP VOTREAU'S DR

REGISTRATION MARKS
N - 95467

AIRCRAFT MAKE AND MODEL
Grumman G-21A
(Goose)

SERIAL NO.
1161

CHECK WHETHER OWNERSHIP IS
☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL ☐ OWNER

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

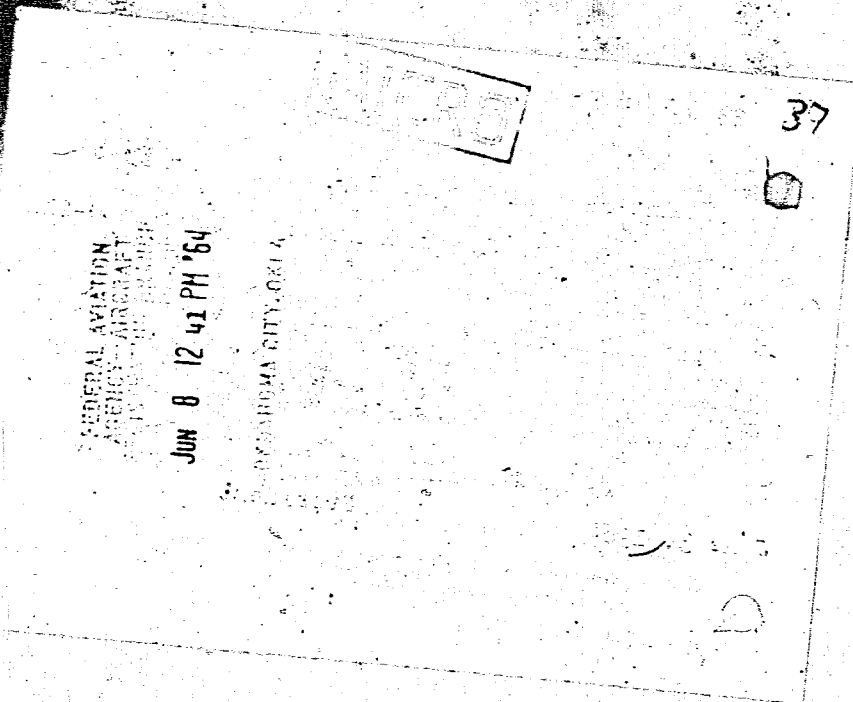
SIGNATURE OF APPLICANT (IN INK) Charles R. B...
(If executed for co-ownership, all must sign)

TITLE President

DATE OF APPLICATION June 3, 1964

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

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



790 989

R 99068

36-910

NOT RECORDED
APR 19 1964

CSC

SEE RECORDED
DOCUMENT

NO. 2038137

CONDITIONAL BILL OF SALE

DOC. RECORDED

JUN 11 3 22 PM '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

EZ JUN 8 1964

27 APR 9 - 1964

KP 848-9 Jun 8-2119-CL 4-189 A : D 1460 : J110231

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JUN 8 12 41 PM '84

FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

36-7

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

(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.

That the Purchaser shall further purchase and 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.

36-6

[Faint, mostly illegible text covering the majority of the page, appearing to be a document or report.]

JUN 8 12 41 PM '64
FEDERAL AVIATION
ADMINISTRATION
WASHINGTON, D.C.

36-5

It is further agreed that the originals of said policies or acceptable duplicate originals shall 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 delivered in the presence of:

Uda B. James
Uda B. James
Uda B. James
Uda B. James
Uda B. James

Irving L. Jones, Jr. (SEAL)
IRVING L. JONES, JR.
Donald B. Sittman (SEAL)
DONALD B. SITTMAN
ANTILLES AIRBOATS, INC. (SEAL)
By: Charles F. Oscar
President

Secretary

36-4

[Faint, mostly illegible text covering the main body of the document]

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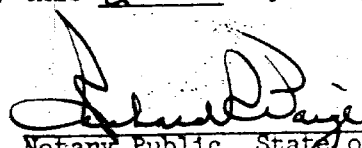
7100 110 1100 1100
JUN 8 12 41 PM '64
FEDERAL AVIATION
ADMINISTRATION

36-3

STATE OF FLORIDA)
COUNTY OF DADE) ss.

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 2nd day of April, 1964.


Notary Public, State of Florida
at Large

My Commission expires:

September 24, 1966



36-2

OKLAHOMA CITY, OKLA.

JUN 8 12 41 PM '84

FEDERAL AVIATION
ADMINISTRATION

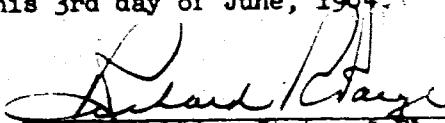
APR 9 10 32 AM '84

36-1

STATE OF FLORIDA }
COUNTY OF DADE } ss.

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:

September 24, 1966



36

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 2/16/82
[Faint, mostly illegible text follows]

OKLAHOMA CITY, OKLA
JUN 8 12 41 PM '84
FEDERAL AVIATION
ADMINISTRATION
BRANCH

FORM FAA-500 (PART B) (8-59) 12-APR 30 1964
Form Approved
Budget Bureau No. 41-R689.4

FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION 351W

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form)

Irving L. Jones, Jr. &
Donald B. Sittman
6440 S. W. 107th Street
Miami, Florida

REGISTRATION MARKS
N-95467

AIRCRAFT MAKE AND MODEL
Grumman C-21A

CHECK WHETHER OWNERSHIP IS
☒ CORPORATION ☐ PARTNERSHIP ☒ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

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

SIGNATURE OF APPLICANT (IN INK) *Donald B. Sittman*
(If executed for co-ownership, all must sign)

1/31/64 co-owner *Irving L. Jones Jr.*
DATE OF APPLICATION

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

FORWARD THIS COPY TO WASHINGTON - Retain Duplicate Copy.

35

APR 30 11 12 AM '64
FEDERAL AVIATION
AGENCY--AIRCRAFT
REGISTRATION BRANCH
OKLAHOMA CITY, OKLA.

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

FEDERAL AVIATION AGENCY

BILL OF SALE

R 9 8 2 7 2 10
34-7

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

AIRCRAFT MAKE AND MODEL

Grumman G-21A

DOC. RECORDED

SERIAL NO.

1161

REGISTRATION MARKS

N-95467

APR 30

4 08 PM '64

does this 31 day of January hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

FEDERAL AVIATION AGENCY

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

Irving L. Jones, Jr.
Donald B. Sittman
6440 S. W. 107th Street
Miami, Florida

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
None		
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 31 day of January 19 64

NAME OF SELLER Southeast Airlines, Inc.

BY (SIGN IN INK) Irving L. Jones, Jr.
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT

State of Florida

County of Dade

and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Notary Public, State of Florida, at Large
My Commission Expires Feb. 14, 1966
Bonded by American Surety Co. of N. Y.

NOTARY PUBLIC

FORWARD THIS COPY TO WASHINGTON—Retain Duplicate Copy.

18 APR 20 1964

APR 17 3 11 PM '64

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Form Approved
Federal Bureau No. 41-2889-4

36 NOV 6 1963

FORM FAA-500 (PART B) (9-59)

FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION 33-7

NAME AND ADDRESS OF APPLICANT (Name as shown on Part A of this form)

Southeast Airlines, Inc.
P.O. Box 17-304
Miami 35, Florida

REGISTRATION MARKS

N- 95467

APPLICANT'S NAME AND ADDRESS

(Continued on Part A)

CHECK WHETHER OWNERSHIP IS

☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

SERIAL NO.

1161

I HEREBY CERTIFY that the above-described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(15) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Washington, D. C.

15 21 11 63

SIGNATURE OF APPLICANT (IN INK) *Donald A. Stettin*

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

August 7, 1963

TITLE *VICE PRESIDENT*

TYPE OF APPLICATION

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

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

33

OKLAHOMA CITY, OKLA

NOV 4 12 37 PM '63

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

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

FEDERAL AVIATION AGENCY
BILL OF SALE

R 9 4 8 0 0

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

AIRCRAFT MAKE AND MODEL

Grumman G-21A

DOC. RECORDED

SERIAL NO.

1161

REGISTRATION MARKS

N- 95467

Nov 6

9 13 AM '63

On this 7th day of August 1963, the undersigned hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

(Name and address of purchaser—same as on Part 1 and 2 of this form)

Southeast Airlines, Inc.

P.O. Box 48-304

Miami 48, Florida

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
NONE		
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 7th day of August 1963

NAME OF SELLER U.S. Oil of Louisiana Inc.

BY (SIGN IN INK)

TITLE Vice-President

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

ACKNOWLEDGMENT

State of Texas

County of Harris

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.

On this 7th day of August 1963, before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale.

(SEAL)

NOTARY PUBLIC

COMMISSION EXPIRES 6-1-65

Kathryn B. Maerck

NOTARY PUBLIC

FORWARD THIS COPY TO WASHINGTON—Retain Duplicate Copy.

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NOV 4 12 37 PM '63

RECORDS BRANCH

OKLAHOMA CITY, OKLA.

NOV 4 12 37 PM '63

FAA
RECORDS BRANCH
AIRCRAFT AND AIRMEN

FORM ACA-300 (PART B) (7-59)

Form Approved
Budget Bureau No. 41-R660-6

U. S. DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

31-1

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form)

U.S. Oil of Louisiana Inc.
1500 Gray, P.O. Box 2566
Houston 1, Texas

REGISTRATION MARK

N— 95467

AIRCRAFT MAKE AND MODEL

Cessna
441

CHECK WHETHER OWNERSHIP IS

☒ CORPORATION

☐ PARTNERSHIP

☐ CO-OWNERSHIP

☐ INDIVIDUAL
OWNER

SERIAL NO.

1161

I HEREBY CERTIFY that the above described aircraft is not registered under the laws of any foreign country; that the owner whose name(s) appear hereon as the applicant is (are) a citizen of the United States as defined in Section 1 (13) of the Civil Aeronautics Act of 1938; and that both copies of Part A and a copy of Part B of Form ACA-300 and legal evidence of ownership were forwarded to the Civil Aeronautics Administration, Washington, D.C.

SIGNATURE OF
APPLICANT (IN INK)

John W. McLean
President

March 1, 1960

DATE OF APPLICATION

TITLE

The above statements are true and made in good faith, the aircraft described above may be operated, without registration or notification from the Civil Aeronautics Administration, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

31

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

FORM ACA-800 (PART A) (7-59)

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

NATIONALITY AND
REGISTRATION MARKS

N- 95467

MAKE AND MODEL OF AIRCRAFT

Cessna G -21A

116

U.S. Oil of Louisiana Inc.

NAME OF OWNER

1900 Gray, P.O. Box 2566

ADDRESS OF OWNER—NUMBER AND STREET

Houston

1

Texas

CITY

STATE

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

FOR THE ADMINISTRATOR OF CIVIL AERONAUTICS

Robert C. Forbes

5-1960

DATE OF ISSUE:

MAY 12 1960

Forward This Copy and the Duplicate Copy to Washington.

U.S. AIRCRAFT & AIRMAN RECORDS BRANCH

(OVER)

30

RECEIVED
FEB 17 1980

FEB 13 09 11 AM '80

WASHINGTON, D.C.

20

FORM ACA-800 (PART C) (7-58)

U. S. DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

189309

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

AIRCRAFT MAKE AND MODEL

Grumman

G-2145

DOC. RECORDED

SERIAL NO.

1161

REGISTRATION MARKS

N-95467

MAY 12 7 25 PM '60

does this 1st day of March 1960
hereby sell, grant, transfer, and deliver all of his right, title and
interest in and to such aircraft unto:

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

U.S. Oil of Louisiana Inc.
1500 Gray, P.O. Box 2566
Houston 1, Texas

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
NONE		
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 1st day of
March 1960

NAME OF SELLER John W. Mecon

BY (SIGN IN INK)

John W. Mecon

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

TITLE

owner

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

ACKNOWLEDGMENT

State of Texas

County of Harris

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)



KATHRYN B. MOERBE

Notary Public in and for Harris County, Texas

Kathryn B. Moerbe

NOTARY PUBLIC

MY COMMISSION EXPIRES 6-1-61

FORWARD THIS COPY TO WASHINGTON—Retain Duplicate Copy.

MAR-22-60 0 10 810 • U S L R

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1990

SEP 9 3 01 PM '00
RECEIVED

FORM ACA-500 (PART A) (2-52)

DUPLICATE: 11/10/58

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION

28-1

CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS	MAKE AND MODEL OF AIRCRAFT	AIRCRAFT SERIAL NO.
N- 95467	Cessna C-21-A	1161

NAME OF OWNER
John W. Meem

ADDRESS OF OWNER—NUMBER AND STREET
8679 Lockheed Street

CITY, STATE
Houston 17, Texas

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

FOR THE ADMINISTRATOR OF CIVIL AERONAUTICS

OF ISSUE: **January 11, 1952** to **Robert E. Forbes**
HEAD, AIRCRAFT & AIRMAN RECORDS BRANCH

Forward This Copy and the Duplicate Copy to Washington.

add. 11/14/58 (OVER)

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

ARRESTED: 8/14/56

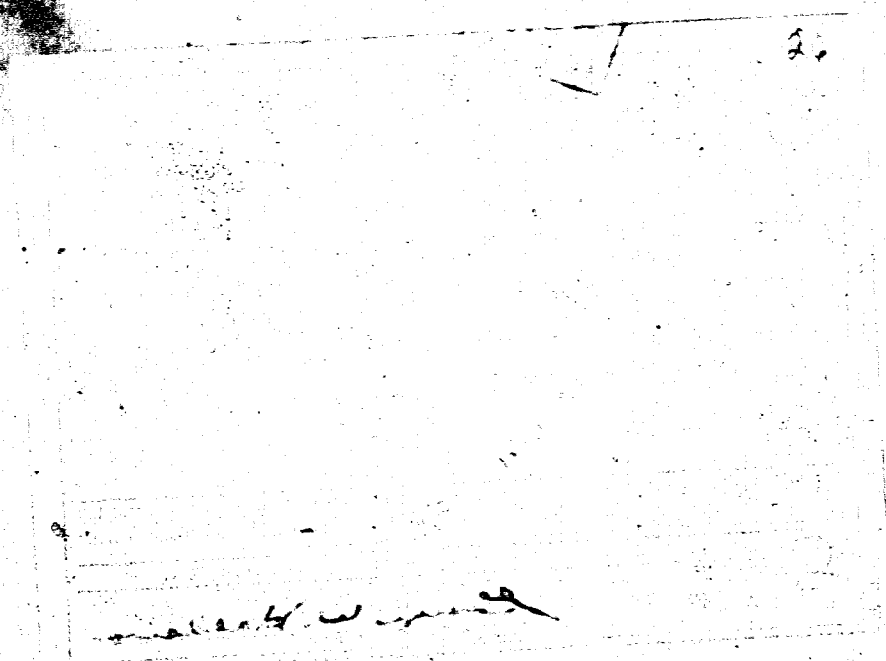
PORTER A.C.A.-EMP. 1 (8-41)		UNITED STATES OF AMERICA DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION		27-1
PART A		CERTIFICATE OF REGISTRATION		
1. NATIONALITY AND REGISTRATION MARKS	2. MAKE OF AIRCRAFT	3. AIRCRAFT SERIAL NO.		
N95467	Grumman	1161		
4. NAME OF OWNER John W. Mason				
5. ADDRESS OF OWNER 1100 Houston Club Bldg. Houston 2, Texas				
6. It is hereby certified that the above-described aircraft has been duly entered on the register of the Civil Aeronautics Administration, Department of Commerce, United States of America, in accordance with the Convention International Civil Aviation dated 7th December 1944, and with the Civil Aeronautics Act of 1930, as amended.				
DATE OF ISSUE: January 11, 1952		BY DIRECTION OF THE ADMINISTRATOR: Carroll W. Heath CHIEF, ADMINISTRATIVE AND RECORDS BRANCH 8-16-6		

27

(7)

FORM ACA-500 (8-40)		UNITED STATES OF AMERICA DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION		261
1. NATIONALITY AND REGISTRATION MARKS N 95467		2. MAKE OF AIRCRAFT Grumman Model G21A		3. AIRCRAFT SERIAL NUMBER 1161
4. NAME OF OWNER John W. Macra ADDRESS OF OWNER 2906 Gulf Building Houston 2 Texas				
5. IT IS HEREBY CERTIFIED THAT THE ABOVE-DESCRIBED AIRCRAFT HAS BEEN DULY ENTERED ON THE REGISTER OF THE CIVIL AERONAUTICS ADMINISTRATION, DEPARTMENT OF COMMERCE, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE CONVENTION ON INTERNATIONAL CIVIL AVIATION DATED 7th DECEMBER 1944, AND WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED.				
TO BE EXECUTED BY AIRCRAFT RECORDS SECTION, WASHINGTON, D. C.				
DA ISSUE: JAN 11 1952		BY DIRECTION OF THE ADMINISTRATOR: <i>[Signature]</i> DIRECTOR, AIRCRAFT SERVICE		

FOLD HERE FORWARD TO WASHINGTON - USE TYPEWRITER



FORM ACA-500 0-6 PART B		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION APPLICATION FOR REGISTRATION		FORM APPROVED BUDGET BUREAU NO. 25-1 0-REB.1	
2. NAME OF APPLICANT JOHN W. MECOM		1. REGISTRATION NO. N 95467		4. AIRCRAFT MAKE Grumman Model G21A SERIAL NO. 1161	
3. ADDRESS (Number, street, city, zone, and State) 2906 Gulf Building Houston 2, Texas		5. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, AIRCRAFT RECORDS SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D. C. ON Jan. 5, 1982, THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (1B) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1926.			
SIGNATURE OF APPLICANT (in ink) John W. Mecom		TITLE Owner			
IF ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART B) MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.					

FORWARD TO WASHINGTON



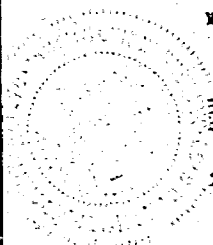
25

RECEIVED
JAN 9 12 02 PM '82
CERTIFICATE SECTION

FORM ACA-500 (4-51)		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION	
PART C		BILL OF SALE	
FOR AND IN CONSIDERATION OF \$1.00 and other valuable considerations FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:			
AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.	
Grumman Model G21A	1161	N 95467	
DOES THIS 3rd DAY OF January 1952 HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIR- CRAFT UNTO:			
NAME OF PURCHASER JOHN W. RESCH			
ADDRESS OF PURCHASER (Number, street, city, zone, and State) 2906 Gulf Building Houston 2, Texas			
As <u>Witness</u> the <u>EXECUTORS, ADMINISTRATORS, AND ASSIGNED</u> MAY, AND TO DO SINGULARLY, THE SAID AIRCRAFT FOREVER, AND CERTIFIES THAT SAME IS NOT SUBJECT TO ANY MORTGAGE OTHER ENCUMBRANCE EXCEPT:			
TYPE OF ENCUMBRANCE	AMOUNT	DATE	
None	None		
IN FAVOR OF			
IN TESTIMONY WHEREOF <u>it</u> HAVE SET <u>its</u> HAND AND SEAL			
THIS DAY OF			
NAME OF SELLER Southern California Aircraft Corporation			
BY (Signature in ink) Raymond M. Tonks			
TITLE (If signed on behalf of a Corporation or Partnership or if signed by an Agent) Raymond M. Tonks Vice President and General Manager			
ACKNOWLEDGMENT			
STATE OF CALIFORNIA			
COUNTY OF SAN BERNARDINO			
ON THIS 2ND DAY OF JANUARY 1952			
BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED, GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.			
NOTARY PUBLIC Lois C. Sommer		MY COMMISSION EXPIRES: October 15, 1955	
READ INSTRUCTIONS AT RIGHT CAREFULLY			

FORWARD TO WASHINGTON

RECORDED
JAN 11 3 14 PM '52
WASHINGTON, D.C.
CIVIL AERONAUTICS
ADMINISTRATION



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CERTIFICATE SECTION
JAN 9 12 02 PM '82



FORM ACA-500 (5-47)		UNITED STATES OF AMERICA DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION		23
PART A		CERTIFICATE OF REGISTRATION		
1. NATIONALITY AND REGISTRATION MARKS N95467	2. MAKE OF AIRCRAFT Grumman Goose (G21A)	3. AIRCRAFT SERIAL NUMBER 1161		
<p><u>Southern California Aircraft Corporation</u> NAME OF OWNER</p> <p><u>P. O. Box 302</u> ADDRESS OF OWNER</p> <p><u>Ontario, California</u> CITY</p>				
<p>5. IT IS HEREBY CERTIFIED THAT THE ABOVE DESCRIBED AIRCRAFT HAS BEEN DULY ENTERED ON THE REGISTER OF THE CIVIL AERONAUTICS ADMINISTRATION DEPARTMENT OF COMMERCE, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE CONVENTION ON INTERNATIONAL CIVIL AVIATION DATED 7TH DECEMBER 1944, AND WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED.</p>				
<p>TO BE EXECUTED BY CERTIFICATION AND RECORDATION SECTION, WASHINGTON, D. C. 20515</p>				
DATE OF ISSUE: AUG 30 1951		<p>BY <u>[Signature]</u> DIRECTOR OF THE ADMINISTRATION DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE</p>		

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FORWARD TO WASHINGTON

23

monetary. w. grant.

FORM ACA-500 (2-5)		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION APPLICATION FOR REGISTRATION		FORM APPROVED BUDGET BUREAU NO. 22-1 41-R881	
PART B				1. REGISTRATION NO.	
2. NAME OF APPLICANT		Southern California Aircraft Corp.		N 05467	
				AIRCRAFT	
				MAKE	
				Grumman Goose	
				(G21A)	
				SERIAL NO.	
				1161	
3. ADDRESS (Number, street, city, state, and State)					
P. O. Box 302 Ontario, California					
4. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, CERTIFICATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D. C. ON <u>Aug 6 1951</u> THAT THE ABOVE DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938.					
SIGNATURE OF APPLICANT <u>Glenn E. Odebrech</u>					
TITLE <u>Exec. Vice President</u>					
IF THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE RATED PENDING REGISTRATION FOR 90 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART B) MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.					

FORWARD TO WASHINGTON

RECEIVED
CERTIFICATE SECTION

FEB 13 8 49 AM '80

FORM ACA-500 (7-51)		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION		21-1
PART C		BILL OF SALE		
FOR AND IN CONSIDERATION OF \$10.00 THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:				
AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.		
Grumman Goose 1521A1	1161	N 95467		
DOES THIS 5th DAY OF August 1951 HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIR- CRAFT UNTO				
NAME OF PURCHASER Southern California Aircraft Corporation 562821				
ADDRESS OF PURCHASER (Number, street, city, state, and postal) P.O. Box 302, Ontario, California				
EXECUTORS, ADMINISTRATORS, AND ASSIGNS, TO HAVE AND TO HOLD AN SINGLY, 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 SET MY HAND AND SEAL				
THIS 3rd DAY OF August 1951				
NAME OF SELLER (W. A. Crockett)				
BY (Signature in ink) W. A. Crockett				
TITLE (If signed on behalf of a Corporation or Partnership or if acted by an agent)				
ACKNOWLEDGMENT				
STATE OF California County of San Francisco				
ON THIS 3rd DAY OF August 1951 BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FORE- GOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED, GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.				
NOTARY PUBLIC John H. Smith		MY COMMISSION EXPIRES April 1st 1953		
READ INSTRUCTIONS AT RIGHT CAREFULLY				

RETAINED BY PURCHASER - USE TYPEWRITER

RECORDED
INDEXED
AUG 30 3 57 PM '51
U.S. AIRCRAFT REGISTRY
D.C.

21

ISSUE

RECEIVED
AUG 23 10 07 AM '81
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

DEPT OF COMMERCE
CIVIL AERONAUTICS ADM
AUG 23 8 51 AM '81
MAIL ROOM 5
WASHINGTON

FORM ACA-500 (9-47)		UNITED STATES OF AMERICA DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION		20-1				
PA A		CERTIFICATE OF REGISTRATION						
1. NATIONALITY AND REGISTRATION MARKS N 95167		2. MAKE OF AIRCRAFT Cessna		3. AIRCRAFT SERIAL NUMBER 1161				
<div style="text-align: right; font-size: 2em; font-weight: bold;">SOLD</div>								
					NAME OF OWNER Mr. W. A. Crockett			
					ADDRESS OF OWNER 1208 Wilson Avenue			
					CITY ZONE STATE Fresno California			
6. IT IS HEREBY CERTIFIED THAT THE ABOVE-DESCRIBED AIRCRAFT HAS BEEN DULY ENTERED ON THE REGISTER OF THE CIVIL AERONAUTICS ADMINISTRATION, DEPARTMENT OF COMMERCE, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE CONVENTION ON INTERNATIONAL CIVIL AVIATION DATED 7TH DECEMBER 1944, AND WITH THE CIVIL AERONAUTICS ACT OF 1936, AS AMENDED.								
TO BE EXECUTED BY CERTIFICATION AND RECORDATION SECTION, WASHINGTON, D. C.								
DATE OF ISSUE: SEP 1 1950		BY DIRECTION OF THE ADMINISTRATOR: <i>[Signature]</i> DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE						

FOLD HERE FORWARD TO WASHINGTON

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FORM ACA-500 (5-61) PART B		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION APPLICATION FOR REGISTRATION		FORM APPROVED BUDGET BUREAU NO. 79-1 4-7225.1	
1. NAME OF APPLICANT J.A. CROCKET		2. REGISTRATION NO. N95167		3. AIRCRAFT MAKE Cessna	
4. ADDRESS (Number, street, city, zone, and State) 4208 Wilson Avenue Fresno, California		5. SERIAL NO. 1161			
6. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, AIRCRAFT RECORDS SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D. C. ON 28 August 1980 , THAT THE ABOVE DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1958.					
SIGNATURE OF APPLICANT (in ink) <i>J.A. Crockett</i>		TITLE <i>Cowner</i>			
IF ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 90 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART B) MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.					

FORWARD TO WASHINGTON

19

FORM ACA-500
(5-47)

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

184

PART C
BILL OF SALE

NOT ACCEPTED FOR REGISTRATION

DATE 2-16-82 AND OTHER VALUE 1000 THE UNDERSIGNED OWNER OF THE FULL
LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE Cessna SERIAL NO. 1161 CAA REGISTRATION NO. N 95467

DOES THIS 20th DAY OF July 1982
HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIR-
CRAFT UNTO:

NAME OF PURCHASER Mr. W. Crockett

ADDRESS OF PURCHASER (Number, street, city, state, and Zip) 520597
4208 Wilson Avenue
Fresno, California

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

TYPE OF ENCUMBRANCE	AMOUNT
<u>None</u>	<u>None</u>

IN FAVOR OF None

IN TESTIMONY WHEREOF I HAVE SET
THIS 29th DAY OF July 1982 AT WASHINGTON, D.C.

NAME OF SELLER Hardy Aviation, Inc.

BY (Signature in Ink) President Malcolm L Hardy

TITLE (If signed on behalf of a Corporation or Partnership or if signed by an Agent)

ACKNOWLEDGMENT

STATE OF Pennsylvania

COUNTY OF Franklin

ON THIS 29th DAY OF July 1982
BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO BE
KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FORE-
GOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS
HIS FREE ACT AND DEED, GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY
AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC John J. Lantry MY COMMISSION EXPIRES 1/7/81

READ INSTRUCTIONS AT RIGHT CAREFULLY

FORWARD TO WASHINGTON

REC-7-50
WASHINGTON, D.C.
JUL 14 20 PM '82
A. A. - Rec - A

RECEIVED BY AIRMAIL
FEB 16 1982
U.S. AIR MAIL

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grip

DEPARTMENT OF TRANSPORTATION
FEDERAL BUREAU OF INVESTIGATION
FEB 7 10 45 AM '82
MAIL ROOM -- 1
WASHINGTON

FORM ACA-500 (9-67)		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION		FORM APPROVED BUDGET BUREAU NO. 171 41-1889-1	
PART B		APPLICATION FOR REGISTRATION			
2. NAME OF APPLICANT		1. REGISTRATION NO.			
Mr. W. A. Crockett		N 95467			
3. ADDRESS (Number, street, city, zone, and State)		4. AIRCRAFT			
4208 Wilson Avenue Fresno, California		MAKE Cessna			
		SERIAL NO. 1161			
5. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, CERTIFICATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D. C. ON 3 Apr 82.					
6. I CERTIFY THAT THE ABOVE DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1958.					
SIGNATURE OF APPLICANT		TITLE			
W. A. Crockett		Agent			
IF ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 90 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART B) MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.					

FORWARD TO WASHINGTON



17

Form ACA-500.1 (9-47) PART A		UNITED STATES OF AMERICA DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION		16-1
CERTIFICATE OF REGISTRATION				
1. NATIONALITY AND REGISTRATION MARKS	2. MAKE OF AIRCRAFT		3. AIRCRAFT SERIAL NO.	
N 95467	Grumman		1161	
<p>4. NAME OF OWNER Hardy Aviation, Inc.</p> <p>5. ADDRESS OF OWNER</p> <p>R. D. #4</p> <p>Waynesboro, Pennsylvania</p> <p>CITY ZONE STATE</p>				
<p>6. IT IS HEREBY CERTIFIED that the above-described aircraft has been duly entered on the register of the Civil Aeronautics Administration, Department of Commerce, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with the Civil Aeronautics Act of 1938, as amended.</p>				
<p>To be executed by Aircraft Records Section, Washington, D. C.</p> <p>DATE OF ISSUE: AUG 19 1949 BY DIRECTION OF THE ADMINISTRATOR: George W. Haldeman</p> <p>August 18, 1949 George W. Haldeman DIRECTOR, AIRCRAFT SERVICE</p>				

SOLD

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3102

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

15

SATISFACTION OF MORTGAGE

473034

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 ^{MC 35467} 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 ^{Doc 302148} was, subsequent to its execution and under date of May 9, 1949, assigned ^{by Doc No 473033} 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 5th day of August, 1949.

RECORDED
WASHINGTON, D.C.

AUG 18 9 30 AM '49

A. D. Johnson
A. D. JOHNSON

CIVIL AERONAUTICS
ADMINISTRATION

STATE OF CALIFORNIA)
County of Los Angeles) ss.

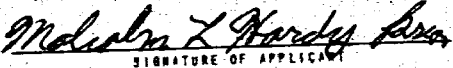
On this 5th day of August, 1949, before me, a Notary Public in and for said County and State, personally appeared A. D. Johnson, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

J. E. Moore
Notary Public in and for said
County and State.

My Commission Expires Nov. 9, 1951



FORM ACA-500 (12-19-45) PART B		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION APPLICATION FOR REGISTRATION		1. REGISTRATION NO. N 9967171
2. NAME HARDY AVIATION, INC.		4. AIRCRAFT MAKE Cessna C-21A		SERIAL NO.
3. ADDRESS (Street and number, city, zone and state) RD #1 WAYNESBORO, PENNA.				
5. I HEREBY CERTIFY THAT PART "A", FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, REGISTRATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D.C., ON AUGUST 10 19 69 ; THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938. (See Reverse Side)				
 SIGNATURE OF APPLICANT				
ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH. THE AIRCRAFT DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART "B") MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.				

FORWARD TO WASHINGTON

14
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".

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 Aeronautics Administration, Certification and Recordation Section, A-800, Washington 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.

"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 partnership 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.

FORM ACA-500 (12-19-45) PART C	DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION BILL OF SALE	FORM APPROVED 13-1 BUDGET BUREAU NO. 41-8885 <i>L. H. H. H.</i>
FOR AND IN CONSIDERATION OF \$ <u>1.00</u> THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:		
AIRCRAFT MAKE <u>GRUMMAN C-21A</u>	SERIAL NO. <u>1161</u>	CAA REGISTRATION NO. <u>9267</u>
DOES THIS <u>10-th</u> DAY OF <u>AUGUST</u> , 19 <u>49</u> HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:		
NAME OF PURCHASER <u>MAJESTY AVIATION INC.</u>		
ADDRESS OF PURCHASER (Street and number, city, zone and state) <u>RD #4 DAYTONSBORO, PENNA. 473036</u>		
TO <u>their</u> EXECUTORS, ADMINISTRATORS AND ASSIGNS, 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 <u>CHattel MORTGAGE</u>	AMOUNT <u>\$9,000.00</u>	DATE <u>AUGUST 4, 1949</u>
IN FAVOR OF <u>THE CARLISLE TRUST CO., CARLISLE, PENNA.</u>		
IN TESTIMONY WHEREOF I HAVE SET <u>13</u> HAND AND SEAL THIS <u>10 th</u> DAY OF <u>AUGUST</u> , 19 <u>49</u>		
SIGNATURE OF SELLER <u>Malcolm L. Hardy</u>		RECORDED 65711 H A I S - REG-A 5.00
TITLE OF SELLER <u>INDIVIDUAL OWNER</u>		
FOR (Name of corporation, partnership)		
ACKNOWLEDGMENT		
STATE OF <u>Pennsylvania</u> COUNTY OF <u>Franklin</u> ON THIS <u>11th</u> DAY OF <u>August</u> , 19 <u>49</u> BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.		
NOTARY PUBLIC <u>Edgar J. Garver</u>		MY COMMISSION EXPIRES <u>1-7-51</u>
READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY		

FORWARD TO WASHINGTON

13

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 name. 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 1 - SALE OF AN AIRCRAFT WITH CLEAR TITLE - The seller will complete Part "C" in detail and the purchaser should check its accuracy. Both original and copy must be signed in ink 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 ENCUMBERED AIRCRAFT - OTHER THAN CONDITION 3 - Seller shall complete Part "C" exactly as described above, and in addition, indicate in the spaces provided for the purpose, the type of encumbrance 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 Aeronautics Administration, the original or an executed counterpart thereof, (signed and notarized duplicate) must be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., together with recordation fee of \$5.00, (in addition to the registration fee of \$4.00) 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 CONDITIONAL 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), 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 OF MORTGAGE OR OTHER INSTRUMENT AFFE - This may be accomplished by forwarding to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., the original mortgage or lien or an executed counterpart thereof (signed and notarized duplicate), together with the required recordation 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.)

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

FORM ACA-500 (12-19-46) PART C	DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION BILL OF SALE	FORM APPROVED BUDGET BUREAU NO. 41-2889 3-1000
FOR AND IN CONSIDERATION OF \$ <u>2,000.00</u> , THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:		
AIRCRAFT MAKE GRUMMAN G21A	SERIAL NO. 1161	CAA REGISTRATION NO. N 95467
DOES THIS <u>4th</u> DAY OF <u>August</u> , 19 <u>49</u> HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:		
NAME OF PURCHASER Malcolm L. Hardy		473035 <i>ph</i>
ADDRESS OF PURCHASER (Street and number, city, zone and state) Waynesboro, Pennsylvania		
TO <u>his</u> EXECUTORS, ADMINISTRATORS AND ASSIGNS, TO HAVE TO HOLD SINGULARLY, THE SAID AIRCRAFT FOREVER, AND CERTIFIES THAT SAME IS NOT SUBJECT TO ANY MORTGAGE OR OTHER ENCUMBRANCE EXCEPT:		
TYPE OF ENCUMBRANCE none	AMOUNT none	DATE none
IN FAVOR OF none		
IN TESTIMONY WHEREOF I HAVE SET <u>my</u> HAND AND SEAL THIS <u>4th</u> DAY OF <u>August</u> , 19 <u>49</u>		
SIGNATURE OF SELLER <i>Malcolm L. Hardy</i> Assignee of		
TITLE OF SELLER Amphibian Air Transport, Inc.		
FOR (Name of corporation, partnership)		
ACKNOWLEDGMENT		
STATE OF <u>California</u>		
COUNTY OF <u>Los Angeles</u>		
ON THIS <u>4th</u> DAY OF <u>August</u> , 19 <u>49</u>		
BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.		
NOTARY <i>DE Muen</i>	MY COMMISSION EXPIRES My Commission Expires Nov. 9, 1951	
READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY		

FORWARD TO WASHINGTON

CIVIL AERONAUTICS
ADMINISTRATOR

AUG 18 9 30 AM '49

RECORDED
WASHINGTON, D. C.

12

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 name. 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 1 - SALE OF AN AIRCRAFT WITH CLEAR TITLE - The seller will complete Part "C" in detail and the purchaser should check its accuracy. Both original and copy must be signed in ink 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 ENCUMBERED AIRCRAFT - OTHER THAN CONDITION 3 - Seller shall complete Part "C" exactly as described above, and in addition, indicate in the spaces provided for the purpose, the type of encumbrance 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 Aeronautics Administration, the original or an executed counterpart thereof, (signed and notarized duplicate) must be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, 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. (Currency forwarded at your risk - stamps not acceptable.)

Condition 3 - AIRCRAFT SOLD WITH CONDITIONAL 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), 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 BY HOLDER OF MORTGAGE OR OTHER INSTRUMENT AFFILIATE TITLE TO REGISTERED AIRCRAFT - This may be accomplished by forwarding to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., the original mortgage or lien or an executed counterpart thereof (signed and notarized duplicate), together with the required recordation 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.)

CIVIL AERONAUTICS ADMINISTRATION
DEPARTMENT OF COMMERCE

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

1 - rmj 11-15
473033 *ph*

ASSIGNMENT
OF NOTE AND CHATTEL MORTGAGE

Released By
Doc 473034

KNOW ALL MEN 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 annexed, each dated March 10, 1947, between Kenneth F. Brown, 1605 Arbor Road, Long Beach, California, mortgagor, and the United States of America acting by and through the War Assets Administration, mortgages, 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, 1947, as Document Number 302148. 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. *Quintessence mty*

RECORDED
WASHINGTON, D. C.

AUG 18 9 30 AM '49

CIVIL AERONAUTICS
ADMINISTRATION

UNITED STATES OF AMERICA
Acting By and Through
War Assets Administration
By *Robert E. Minnich*

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

DISTRICT OF COLUMBIA: SS:

On this 9th day of May, 1949, before me appeared Robert E. Minnich, 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.

Madeline O'Brien
Notary Public for the District of Columbia
My Commission expires: 8-1-52

SEAL

TVB8

11-14

SECRET

[illegible]

RECEIVED
CERTIFICATE SECTION
AUG 15 3 40 PM '49

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMIN.
AUG 15 10 29 AM '49
MAIL ROOM - 1
WASHINGTON

SALES DOCUMENT NO. 54

66331

Agv. 6

NOTE

11-13

Los Angeles, California

\$12,750.00

March 10, 1947

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 day of April, 1947 and the same amount on the same day of each month thereafter with the final payment of \$354.40 on the 10th day of March, 1950, 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 contemporaneously 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 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.

RECEIVED
COMMERCIAL CREDIT

11-12

The rights of Payee, and its assigns hereunder, shall not be impaired by Payee's transfer or assignment of this Note or of the Mortgage, or by any indulgence, including but not limited to (a) any renewal, extension or modification which Payee may grant with respect to the indebtedness or any part thereof, or (b) any surrender, release, exchange or substitution which Payee may grant in respect of the Property, or (c) any indulgence granted in respect of any endorser, guarantor or surety. The assignee of transferee, if any, of this Note or the Mortgage shall forthwith become vested with and entitled to exercise all the powers and rights given to Payee by this Note and by the Mortgage, as if said assignee or transferee were originally named as Payee in this Note or as the Mortgagee in the Mortgage.

This Note evidences the unpaid portion of the purchase price of the Property and is secured by an Aircraft Chattel Mortgage, 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 homestead laws and all rights thereunder are hereby waived and protest hereof is also hereby waived.

The provisions of Section 3036 of the Civil Code of the State of California are hereby expressly waived.

7 Kenneth F. Brown

BY

KENNETH F. BROWN

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

5/5/49
Date

Max Schaul
Max Schaul, Chief
Examination Section

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

RECEIVED
FEB 17 1982
FEDERAL AVIATION
ADMINISTRATION
WASHINGTON, D.C.

11-10

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMIN.
AUG 15 10 29 AM '49
MAIL ROOM - 1
WASHINGTON

RECEIVED
CERTIFICATE SECTION
AUG 15 3 40 PM '49

H-78

SALES DOCUMENT NO. 5415710

66331

WALA D-124
(Prev. A91 13)
O&M 1/13/47

(Both Party Insurance)

11-9

AIRCRAFT CHATTEL MORTGAGE

THIS MORTGAGE, 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 _____, doing business as _____;

an individual, doing business as Kenneth F. Brown;

(hereinafter called the "Mortgagor"), whose address is 4605 Arbor Rd.
(Number and Street)
Long Beach, California, and the United States of
(City and State)

America, (hereinafter called the "Mortgagee") who has an agency 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 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, justly indebted; and

WHEREAS, to evidence such unpaid balance secured hereby, the Mortgagor has executed and delivered to the Mortgagee 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, payable to the order of the Mortgagee, 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 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 \$354.40 being payable on March 10, 1950. 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 Mortgagor duly paid, the receipt of which is hereby acknowledged, and for other valuable considerations, the Mortgagor 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: Grumman

Manufacturer of Engine: P & W

Model: JRF-6B

Model: R-985-6B

Serial No.: 1161

Serial No.

A.S.N. 66331

Right: 7309

Left: 7334

RECEIVED
FEB 16 1947
REGISTRATION UNIT

11-7

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 Mortgagor 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.

MORTGAGOR'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 Mortgagee 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 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 whatsoever) 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 Mortgagee 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 provide patent indemnification satisfactory to the Mortgagee.

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.

11-6

11-5
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 "Namos Perils, Ground and Air" form providing substantially the same coverage, with such companies, and in such amounts, as shall be satisfactory to the Mortgagee; that all such policies of insurance shall provide by appropriate endorsement that all proceeds and sums recoverable thereunder shall be paid exclusively to the Mortgagee for the account of all interests; that all proceeds paid or recovered under such policies of insurance shall, at the option of the Mortgagee, be applied toward the payment of the Indebtedness (in which event any excess remaining after such payment shall be paid to the Mortgagor 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 Mortgagee shall make available for such purpose such portion of the proceeds received by the Mortgagee 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 Mortgagor 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 or conform (as the case may be) with all applicable rules and regulations relevant to the maintenance overhaul, condition, use and operation of the Aircraft.

12. 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

11-4

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 MORTGAGEE

15. The Mortgagor agrees that time is of the essence of this Mortgage 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 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 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 Mortgagor. 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 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, consolidation, merger or otherwise). The term "Mortgagee" includes the Mortgagee, its successors and assigns, and the holder of the Note.

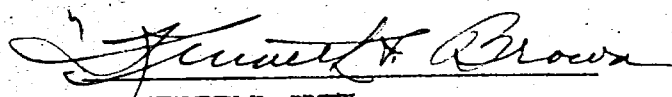
17. No remedy conferred upon the Mortgagee herein shall be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy conferred hereunder, or now, or hereafter, existing at law or in equity.

18. 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 recording of this Mortgage, this Mortgage 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 Mortgagor has duly executed this Mortgage, or where the Mortgagor 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

ACKNOWLEDGMENT BY MORTGAGOR

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

(Individual or Partner)

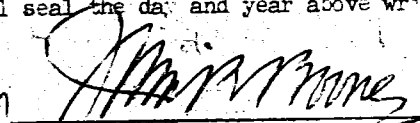
On this 10th day of March, 1947, before me personally appeared the above-named Mortgagor, to me known to be the person described in and who executed the foregoing Aircraft Chattel Mortgage, and acknowledged that he executed the same as his free act and deed.

(Corporation)

On this _____ day of _____, 194____, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ of _____, a corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said _____ acknowledged the foregoing Aircraft Chattel Mortgage to be the free act and deed of said corporation.

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




Notary Public for: Said County and State
My 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.

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMIN.
AUG 15 10 29 AM '49
MAIL ROOM - 1
WASHINGTON

RECEIVED
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AUG 15 3 40 PM '49

FORM ACA-500.1 (3-47)		UNITED STATES OF AMERICA DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION		12-1	
PART A		CERTIFICATE OF REGISTRATION			
1. QUALITY AND REGISTRATION MARKS N 95467		2. MAKE OF AIRCRAFT Grumman		3. AIRCRAFT SERIAL NUMBER 1261	
M. W. Engleman, Assignee of Amphibian Air Transport Inc. NAME OF OWNER					
1501 West 8th ADDRESS OF OWNER					
Los Angeles, 14, California CITY STATE					
6. IT IS HEREBY CERTIFIED THAT THE ABOVE-DESCRIBED AIRCRAFT HAS BEEN DULY ENTERED ON THE REGISTER OF THE CIVIL AERONAUTICS ADMINISTRATION, DEPARTMENT OF COMMERCE, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE CONVENTION ON INTERNATIONAL CIVIL AVIATION DATED 7th DECEMBER 1944, AND WITH THE CIVIL AERONAUTICS ACT OF 1930, AS AMENDED.					
TO BE EXECUTED BY CERTIFICATION AND RECORDATION SECTION, WASHINGTON, D. C.					
D. OF ISSUE: <i>George W. Engleman</i> November 29, 1948		BY DIRECTION OF THE ADMINISTRATOR <i>George W. Engleman</i> DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE			

10

FORM ACA-500 (3-47) PART B		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION APPLICATION FOR REGISTRATION		FORM APPROVED BUDGET BUREAU NO. 41-R899.1	
2. NAME OF APPLICANT M. V. ENGLISHMAN, ASSIGNEE OF AMPHIBIAN AIR TRANSPORT INC.		1. REGISTRATION NO. 95467 71		4. AIRCRAFT MAKE Cessna G-21A	
3. ADDRESS (Number, street, city, zone, and State) 1501 West 8th Los Angeles 14, Calif.		SERIAL NO. 1161			
5. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, CERTIFICATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D. C. ON Nov. 18 48 THAT THE ABOVE DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938.					
SIGNATURE OF APPLICANT M. V. Englishman TITLE Assignee					
IF ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART B) MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.					

FORWARD TO WASHINGTON

7

9

FORM ACA-500 (5-47)		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION	
PART C		BILL OF SALE	
FOR AND IN CONSIDERATION OF \$ 100.00		THE UNDERSIGNED OWNER OF THE FULL	
LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS		SERIAL 430082 CAA REGISTRATION NO. 95467	
AIRCRAFT MAKE Cessna G-21A		AIRCRAFT NO. 1182	
DOES THIS 18 DAY OF Nov. NOV 24 4 15 PM '48		HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:	
NAME OF PURCHASER H. W. BOSTON, President of		CIVIL AERONAUTICS	
ADDRESS OF PURCHASER (Number, street, city, zone, and State)		AMPHIBIAN AIR TRANSPORT, INC.	
1501 West 8th St. Los Angeles 14, Calif.		MONTREAL AIRPORT, LOS ANGELES, CALIF.	
their EXECUTORS, ADMINISTRATORS, AND ASSIGNS, TO HAVE AND TO HOLD		REGULARLY, THE SAID AIRCRAFT FOREVER, AND CERTIFIES THAT SAME IS NOT SUBJECT TO ANY MORTGAGE	
OR OTHER ENCUMBRANCE EXCEPT:		DATE	
TYPE OF ENCUMBRANCE Chattel Mortgage		AMOUNT \$7,109.61 as of 9/1/48 March 10, 1947	
IN FAVOR OF United States of America		Var Assets Administration	
IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL		THIS 18 DAY OF Nov. 19 48	
NAME OF SELLER AMPHIBIAN AIR TRANSPORT, INC.		BY (Signature in Ink) <i>[Signature]</i>	
TITLE (If signed on behalf of a Corporation or Partnership or if signed by an Agent) PRESIDENT		NOTARY PUBLIC <i>[Signature]</i> MY COMMISSION EXPIRES July 5, 1952	
ACKNOWLEDGMENT		ST. OF CALIFORNIA	
COUNTY OF LOS ANGELES		ON THIS 18 DAY OF November 19 48	
BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED, GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.		READ INSTRUCTIONS AT RIGHT CAREFULLY	

FORWARD TO WASHINGTON

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CERTIFICATE SECTION

FORM ACA-500 (3-57)		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION	
PART C		BILL OF SALE	
FOR AND IN CONSIDERATION OF \$100.00		THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS	
AIRCRAFT MAKE GEORGIAN G-21A	SERIAL NO. 1161	CIVIL AERONAUTICS REGISTRATION NO. 95457	
DOES THIS 18 DAY OF November 1948		NOV 24 4 15 PM '48	
HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE, AND INTEREST IN AND TO SUCH AIR- CRAFT UNTO:		CIVIL AERONAUTICS	
NAME OF PURCHASER AMPHITHEATRE AIR TRANSPORT, INC.		ADMINISTRATION	
ADDRESS OF PURCHASER: (Number, street, city, state and Zip) Municipal Airport, Long Beach 8, Calif.			
their EXECUTORS, ADMINISTRATORS, AND ASSIGNS, TO HAVE AND TO HOLD FULLY, THE SAID AIRCRAFT FOREVER, AND CERTIFIES THAT SAME IS NOT SUBJECT TO ANY MORTGAGE OR OTHER ENCUMBRANCE EXCEPT:			
TYPE OF ENCUMBRANCE	AMOUNT	DATE	
Chattel Mortgage	\$7,109.51 as of 9/1/48	March 10, 1947	
IN FAVOR OF United States of America War Assets Administration			
IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND SEAL THIS 18th DAY OF November 19 48			
NAME OF SELLER KENNETH F. BROWN			
BY (Signature in ink) <i>Kenneth F. Brown</i>			
TITLE (Assigned in behalf of a Corporation or Partnership or if signed by an Agent) <i>President</i>			
ACKNOWLEDGMENT			
I OF CALIFORNIA			
COUNTY OF LOS ANGELES			
ON THIS 18th DAY OF November 19 48			
BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FORE- GOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED, GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.			
NOTARY PUBLIC <i>Walter J. Gallegos</i>		MY COMMISSION EXPIRES	
READ INSTRUCTIONS AT RIGHT CAREFULLY			

FORWARD TO WASHINGTON

7

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ADMINISTRATIVE
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CERTIFICATE SECTION

2

FORM A-500 (2-47) PART B		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION APPLICATION FOR REGISTRATION		FORM APPROVED BUDGET BUREAU NO. 41-6081
NAME OF APPLICANT AMPHIBIAN AIR TRANSPORT, INC		1. REGISTRATION NO. 05467		2. AIRCRAFT MAKE GRUMMAN G-21A
3. ADDRESS (Number, street, city, state, and State) MUNICIPAL AIRPORT LONG BEACH 4 8, Calif.		SERIAL NO. 1161		
5. I HEREBY CERTIFY THAT PART A, FORM A-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, CERTIFICATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D. C. ON Nov. 18 1943 THAT THE ABOVE DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938.				
SIGNATURE OF APPLICANT: AMPHIBIAN AIR TRANSPORT, INC. <i>[Signature]</i>		TITLE: PRESIDENT		
IF ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 90 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART B) MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.				

FORWARD TO WASHINGTON

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

(DUPLICATE)

ACA-500 3-451		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION		1. REGISTRATION NO.	
PART A		REGISTRATION CERTIFICATE		93467	
2. AIRCRAFT MAKE				3. SERIAL NO.	
				1181	
WHEREAS IT HAS BEEN DECLARED THAT THE ABOVE DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND IS OWNED BY A CITIZEN OF THE UNITED STATES, SUCH AIRCRAFT HAS BEEN DULY REGISTERED AS A CIVIL AIRCRAFT OF THE UNITED STATES IN ACCORDANCE WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED					
4. <u>Kenneth F. Brown</u> NAME				THIS REGISTRATION CERTIFICATE SHALL REMAIN IN EFFECT UNTIL SUSPENDED OR REVOKED OR OWNERSHIP OF AIRCRAFT IS TRANSFERRED OR THE CERTIFICATE IS OTHERWISE TERMINATED AS PROVIDED IN PART 501 OF THE REGULATIONS OF THE ADMINISTRATOR.	
5. <u>4605 Arbor Road</u> ADDRESS: STREET NUMBER					
<u>Long Beach, California</u> CITY ZONE STATE					
BE EXECUTED BY CERTIFICATION AND RECORDATION SECTION, WASHINGTON, D. C.					
ISSUED		BY DIRECTION OF THE ADMINISTRATOR:			
March 25, 1949		<i>Charles F. Dyer</i>			
MAR 25 1949		DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE			

FORWARD TO WASHINGTON

ALL INFORMATION GIVEN IN COMPLETING FORMS ON REVERSE SIDE MUST BE TRUE

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 inserted. For example: "Stinson", etc.

Item 3 - Manufacturer's serial number shall be inserted. This serial number may be taken from the manufacturer's nameplate on the aircraft.

Item 4 - Purchaser shall enter his name or name of partnership, (club, association) or corporation as shown in Bill of Sale (Part "C" of Form ACA-500.)

Item 5 - Mailing address of purchaser shall be inserted, comprising street and number, city and state. (Zone if applicable.)

The balance of Part "A" will not be completed by the purchaser. The original Part "A" and duplicate Parts "A" and "B", and Part "C" if an out-and-out sale (see condition 1), will constitute the file to be forwarded to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., accompanied by a 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.) If aircraft is being sold under Conditional Sale Contract or chattel mortgage, see conditions 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.

RETAIN IN AIRCRAFT - USE TYPEWRITER	FORM ACA-500 (10-23-46)		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION		1. REGISTRATION NO. 47	
	B		APPLICATION FOR REGISTRATION		95467	
	NAME				2. AIRCRAFT	
	KENNETH F. BROWN				MAKE	
					GRUBMAN	
3. ADDRESS (Street and number, city, zone and state)				SERIAL NO.		
4605 ARBOR ROAD				MFR. NO. 1161		
LONG BEACH, CALIFORNIA				ID NO. 66331		
<p>5. I HEREBY CERTIFY THAT PART "A", FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, REGISTRATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D.C., ON <u>MARCH 10</u> 19<u>47</u>;</p> <p>THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938. (See Reverse Side)</p> <p><i>Kenneth F. Brown</i> KENNETH F. BROWN SIGNATURE OF APPLICANT</p>						
<p>IF ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART "B") MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.</p>						

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".

Item 5 - The date that the purchaser forwards the original of Part "A" and all copies of Parts "B", "C" and "D" to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 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-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 partnership 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.

FORM ACA-500 (10-23-46) PART B		DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION APPLICATION FOR REGISTRATION		1. REGISTRATION NO. <u>3-1</u> 95467
2. NAME KENNETH F. BROWN		3. AIRCRAFT MAKE GRIDMAN		SERIAL NO. MFR. NO. 1161 ID NO. 66331
3. ADDRESS (Street and number, city, zone and state) 4605 ARBOR ROAD LONG BEACH, CALIFORNIA		5. I HEREBY CERTIFY THAT PART "A", FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, REGISTRATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D.C., ON <u>MARCH 10</u> 19 <u>47</u> , THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (1) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1936. (See Reverse Side)		
FORWARD TO WASHINGTON		<i>Kenneth F. Brown</i> 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 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.				

3
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".

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 Aeronautics Administration, Certification and Recordation Section, A-800, Washington 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.

"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 partnership 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 per centum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

SALES DOCUMENT NO. 5415710

2-7-47

FAA D-124
(Rev. A37 13)
O&M 1/13/47

(Both Party Insurance)

AIRCRAFT CHATTEL MORTGAGE

302148

THIS MORTGAGE, 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 _____, doing business as _____;

an individual, doing business as Kenneth F. Brown;

(hereinafter called the "Mortgagor"), whose address is 4605 Arden Rd. (Number and Street)
Long Beach, California (City and State), and the United States of America, (hereinafter called the "Mortgagee") who has an agency 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 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, justly indebted; and

WHEREAS, to evidence such unpaid balance secured hereby, the Mortgagor has executed and delivered to the Mortgagee 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, payable to the order of the Mortgagee, 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 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 \$354.40 being payable on March 10, 1950. 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 Mortgagor duly paid, the receipt of which is hereby acknowledged, and for other valuable considerations, the Mortgagor 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: Curtiss

Manufacturer of Engine: P & W

Model: JRF-4B

Model: R-985-6B

Serial No.: 1161

Serial No.

A.S.N. 66331

Right: 7309

Left: 7334

2-12

Page 12

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U.S. DEPARTMENT OF JUSTICE

2-11

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 Mortgagor 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.

MORTGAGOR'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 Mortgagee 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 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 whatsoever) 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 Mortgagee 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 provide patent indemnification satisfactory to the Mortgagee.

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.

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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 amounts, as shall be satisfactory to the Mortgagee; that all such policies of insurance shall provide by appropriate endorsement that all proceeds and sums recoverable thereunder shall be paid exclusively to the Mortgagee for the account of all interests; that all proceeds paid or recovered under such policies of insurance shall, at the option of the Mortgagee, be applied toward the payment of the Indebtedness (in which event any excess remaining after such payment shall be paid to the Mortgagor or whomever 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 Mortgagee shall make available for such purpose such portion of the proceeds received by the Mortgagee 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 Mortgagor 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 or conform (as the case may be) with all applicable rules and regulations relevant to the maintenance overhaul, condition, use and operation of the Aircraft.

12. 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.

2-2

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paid for 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 MORTGAGEE

15. The Mortgagor agrees that time is of the essence of this Mortgage 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 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 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 Mortgagor. 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 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, consolidation, merger or otherwise). The term "Mortgagee" includes the Mortgagee, its successors and assigns, and the holder of the Note.

2-6

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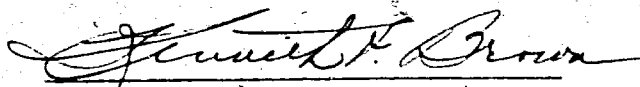
17. No remedy conferred upon the Mortgagee herein shall be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy conferred hereunder, or now, or hereafter, existing at law or in equity.

18. 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 Mortgage, this Mortgage 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 Mortgagor has duly executed this Mortgage, or where the Mortgagor 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

ACKNOWLEDGMENT BY MORTGAGOR

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SS:

(Individual or Partner)


On this 10th day of March, 194, before me personally appeared the above-named Mortgagor, 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)

On this _____ day of _____, 194, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ of _____, a corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said _____ acknowledged the foregoing Aircraft Chattel Mortgage to be the free act and deed of said corporation.

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




Notary Public for: Said County and State
My 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.

2-4

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NOTE

Los Angeles, California

\$12,750.00

March 10, 1947

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 day of April, 1947, and the same amount on the same day of each month thereafter with the final payment of \$354.16 on the 10th day of March, 1950, 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 contemporaneously 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 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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CIVIL AERONAUTICS ADMIN.
DEPARTMENT OF COMMERCE

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The rights of Payee, and its assigns hereunder, shall not be impaired by Payee's transfer or assignment of this Note or of the Mortgage, or by any indulgence, including but not limited to (a) any renewal, extension or modification which Payee may grant with respect to the Indebtedness or any part thereof, or (b) any surrender, release, exchange or substitution which Payee may grant in respect of the Property, or (c) any indulgence granted in respect of any endorser, guarantor or surety. The assignee or transferee, if any, of this Note or the Mortgage shall forthwith become vested with and entitled to exercise all the powers and rights given to Payee by this Note and by the Mortgage, as if said assignee or transferee were originally named as Payee in this Note or as the Mortgagee in the Mortgage.

This Note evidences the unpaid portion of the purchase price of the Property and is secured by an Aircraft Chattel Mortgage, or 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 homestead laws and all rights thereunder are hereby waived and protest hereof is also hereby waived.

The provisions of Section 3006 of the Civil Code of the State of California are hereby expressly waived.

BY /s/ Kenneth F. Brown

KENNETH F. BROWN

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

O. F. Meyers
**O. F. MEYERS, CHIEF
AIRCRAFT DIVISION**

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

THIS IS A COPY OF THE ORIGINAL
RECORDS OF THE FAA AIRCRAFT REGISTRY
AND IS NOT TO BE REPRODUCED OR
TRANSMITTED IN ANY FORM OR BY ANY MEANS
ELECTRONIC OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION
SYSTEM.

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CIVIL AERONAUTICS ADMINISTRATION

SALES DOCUMENT NO. 5415710

302147-795467

WALA D-126
O&E 1/17/47

BILL OF SALE

KNOW ALL MEN 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 - Grumman Airplane, Model JRF-6B, Manufacturer's Serial No. 1161, Identification No. 66331**

For and in consideration of the sum of **Fifteen thousand dollars**

(\$15,000.00), 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

Kenneth F. 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 transferor 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 transferee 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 this 10th day of March, 1947.

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applied on
this Certificate MFB
S/C No. 42-1691

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

UNITED STATES OF AMERICA
BY WAR ASSETS ADMINISTRATOR
BY O. F. MEYERS

O. F. MEYERS
CHIEF
AIRCRAFT-ELECTRONICS DIVISION

On this 10th day of March, 1947, before me appeared **O. F. Meyers**, 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 behalf 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.

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

[Signature]

Notary Public For: County of Los Angeles,
State of California
My Commission Expires: Dec. 19, 1950

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