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OB No. 04-R0169 Approval Expires Oct. 1977

AOPA AIRCRAFT OWNERS & PILOTS ASSOCIATION

Aircraft & Airmen Records Dept.
Box 19244 S. W. Station
Oklahoma City, Ok. 73144

W 40522

CONVEYANCE RECORDED

MAR 19 11 14 AM '92

FEDERAL AVIATION ADMINISTRATION

Release

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

Aircraft Make and Model SEE ATTACHTMENT	
FAA Registration Number SEE ATTACHMENT	Aircraft Serial Number SEE ATTACHEMENT
Engine Make and Model	Engine Serial Number
Propeller Make	Propeller Serial Number
Spare Parts and Location	

Do Not Write in this Block
FOR FAA USE ONLY
Microfilm Code
2E KE

The conveyance dated: NOVEMBER 26, 1969, was executed by: ANTILLES AIR BOATS INC. to BARCLAYS BANK D.C.O.

and assigned to:

This conveyance was recorded by the Federal Aviation Administration on: DECEMBER 9, 1969

and was assigned conveyance number: L049842

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on: SEPTEMBER 6, 1972

A person signing for a corporation must be a corporate office or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of FAA Regulations.

BARCLAYS BANK INTERNATIONAL LTD.
(Name of Secured Party)

SIGNATURE (In Ink)

TITLE: Manager V.P.

Acknowledgment (If required by Applicable Local Law)

APPENDIX A

1. Eleven Airplanes

follows:

Manufacturer of Airplane	Model Designation of Airplane	Federal Aviation Agency's Number of Airplane	Manufacturer's Serial Number of Airplane
Grumman	Goose	N-2003	B-141
Grumman	Goose	N-7777V	B-111
Grumman	Goose	N-328	L42-122893
Grumman	Goose	N-8777A	1152
Grumman	Goose	N-5548A	75-7661
Grumman	Goose	N-4762C	B-60
Grumman	Goose	N-79901	B-63
Grumman	Goose	N-79914	B-88
Grumman	Goose	N-48550	1061
Consolidated	PBY	N-5588V	08101
Consolidated	PBY	N-5584V	46482

2. Airplane Engines

Manufacturer of Engine	Model Designation of Engine	Manufacturer's Serial Number of Engine
Pratt & Whitney	Wasp Jr. R-985	4017
Pratt & Whitney	Wasp Jr. R-985	17934
Pratt & Whitney	Wasp Jr. R-985	15633
Pratt & Whitney	Wasp Jr. R-985	42-23155
Pratt & Whitney	Wasp Jr. R-985	JP-206834
Pratt & Whitney	Wasp Jr. R-985	18114
Pratt & Whitney	Wasp Jr. R-985	9130
Pratt & Whitney	Wasp Jr. R-985	P-227306
Pratt & Whitney	Wasp Jr. R-985	TP-207867
Pratt & Whitney	Wasp Jr. R-985	21430
Pratt & Whitney	Wasp Jr. R-985	17217
Pratt & Whitney	Wasp Jr. R-985	10234
Pratt & Whitney	Wasp Jr. R-985	200728
Pratt & Whitney	Wasp Jr. R-985	11533
Pratt & Whitney	R-1830-92	461382
Pratt & Whitney	R-1830-92	CP321934
Curtiss-Wright	R-2600-29A	194215
Curtiss-Wright	R-2600-29A	433593

6D

20 101581

DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION

TRIENNIAL AIRCRAFT REGISTRATION REPORT

AIRCRAFT REGISTRATION NUMBER	SERIAL NUMBER	FAA CODE	ISSUANCE DATE
N 4762C	B-60	3951204	AUGUST 14, 1981

MAKE	MODEL
GRUMMAN	G-21A

NAME AND ADDRESS OF CERTIFICATE HOLDER

ANTILLES AIR BOATS INC
WEST SEAPLANE RAMP
CHRISTIANSTED, VI 00820

ADDRESS CHANGE
STREET
CITY
STATE | ZIP | COUNTRY

A. REGISTRATION VALIDATION: The Certificate Holder certifies the information printed above as corrected is accurate, the aircraft is not currently registered under the laws of any foreign country, and certificate holder is (check applicable block), sign, and date.

☐ 1. A citizen(s) of the United States, including eligible corporations.

☐ 2. An individual citizen(s) of a foreign country lawfully admitted for permanent residence in the United States.

* ☐ 3. A corporation (other than a citizen) lawfully organized and doing business under the laws of the United States, or any state thereof and the aircraft is based and primarily used in the United States.

* NON CITIZEN CORPORATION ONLY.

SIGNATURE	TITLE	DATE
	MANAGERIAL POSITION	

B. CANCELLATION OF REGISTRATION REQUESTED: (check applicable block, sign, and date)

☐ 1. Aircraft sold to: (Purchaser's name and address)

☒ 2. Aircraft destroyed/scrapped

☐ 3. Aircraft exported to

☐ 4. Other, specify

I (we) request cancellation of registration for the above reason.

SIGNATURE	TITLE	DATE
[signature]	MANAGERIAL POSITION	8/31/81

General Manager

AC Form 8050-73-1 (8-80)

GUIDELINES FOR REPORT COMPLETION:

Complete block A if the aircraft is still eligible as registered and its registration should continue. Address correction should be made as needed.

Complete block B if the aircraft is not eligible for registration in your name or you wish to cancel its registration.

Signature requirements:
*Individual owner must sign his name.
*Partnership, a general partner must sign.
*Corporation, a corporate officer or managing official must sign.
*Co-owner, one co-owner may sign block A. Each co-owner must sign block B, continuing as necessary on an attached sheet.
*Government, any authorized person may sign.

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

Aircraft Registration No.	Manufacturer and Model	Serial Number
N-4762C	GRUMMAN G-21A	B-60

LAST OWNED BY:	Lien Information on File:	LIENHOLDER:
ANTILLES AIR BOATS INC	☐ None ☐ Outstanding Recorded Conveyance No.	

The above registration is to be canceled for the reason checked below:

- ☐ Accident
- ☒ Totally destroyed or scrapped
- ☐ At the request of: ☐ Registrant ☐ Owner
- ☐ Revocation
- ☒ AC Form 8050-73 Action
- ☒ Other (Specify). DESTROYED

☐ Exported to: _____

INDEX CHECKED THROUGH:

Official approving the cancellation:
Name: Lenetta E. Shepl

TIME: 0800

DATE: 20 101581

CONFIRM TO: _____

COPY TO: ☐ WIRE ☐ MAIL

FOREIGN MARKINGS: _____

CHARGE INFO. WIRE TO:

DESTROYED

The above registration has been canceled and records adjusted accordingly.
Records Clerk:

DATE: 20 101981

AC Form 8050-17 (6-78) (0052-00-581-8000)

FAA AAC-79-5509

L 1 2 0 9 6 9

FORM APPROVED: BUDGET BUREAU NO. 04-R076.2

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION

(7) 25 MAY 24 1977

APPLICATION FOR AIRCRAFT REGISTRATION

29 12 28 73

TYPE OF REGISTRATION (Check one box)

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

NATIONALTY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N4762C	GRUMMAN G-21A	B-60

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

ANTILLES AIR BOATS, INC.

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

(SEAPLANE RAMP VETERANS DRIVE) West Seaplane Ramp

CITY	COUNTY	STATE	ZIP CODE
(ST. THOMAS) Christiansted ST Croix		U.S.V.I.	(00801) 00820

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.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	PRESIDENT	11/21/69

NOV 25 0 0 1 0 0 0 2 0 0 0 0 RC A

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 (7-68) Formerly FAA Form 8050-1 (0052-628-9001)

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 21st day of March, 1979 by and between 0 0 0 0 0 0 9 9 0

ANTILLES AIR BOATS, INC., a United States Virgin Islands corporation,

whose address is *(Number, street, city, zone, and State)*
West Seaplane Ramp, Christiansted, St. Croix, U.S. Virgin Islands 00820
hereinafter called the MORTGAGOR, and
RESORTS INTERNATIONAL, INC., a Delaware corporation,

whose address is *(Number, street, city, zone, and State)*
915 N.E. 125th Street, North Miami, Florida 33161
hereinafter called the MORTGAGEE,

FEDERAL AVIATION ADMINISTRATION
APR 10 11 31 AM '79
CONVEYANCE RECORDED
D 2 5 6 5 9

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Nine Hundred Thousand-----dollars ($900,000------) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model Grumman G-21A FAA registration number N-4762C

Manufacturer's serial number B60

Together with all equipment and accessories attached thereto or used in connection therewith including the following:

All aircraft engines, spare parts, propellers, appliances, equipment and accessories, appurtenant to the aforesaid aircraft.

ATCL

all of which are included in the term aircraft as used herein.

The above described aircraft is hereby mortgaged to the mortgagee for the prupose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

Note bearing date of October 26, 1978 executed by the mortgagor and payable to the order of the mortgagee in the aggregate principal sum of $900,000 with interest thereon at the rate per annum equal to 2% greater than the prime rate of interest charged by Citibank, N.A., payable on the 25th day of each month, commencing November 25, 1978.

The principal of said note is payable in 36 installments of $23,000 each on the 25th day of each successive month beginning with the 25th day of April 1979, with a final payment of $72,000 due on the 25th day of April 1982.

Second: The prompt and faithful discharge and performance of each agreement of the mortgagor herein contained made with or for the benefit of the mortgagee in connection with the indebtedness to secure which this instrument is executed, and the repayment of any sums expended or advanced by the mortgagee for the maintenance or preservation of the property mortgaged hereby or in enforcing his rights hereunder.

Said mortgagor hereby declares and hereby warrants to the said mortgagee that he is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: *(If no liens other than this mortgage indicate "None".)*

Liens presently outstanding in favor of First Pennsylvania Bank, N.A. and/or Small Business Administration as disclosed in the Aircraft Title Reports from FAA Records Search by Aero Title Clearing Service, Inc. dated December 11, 1978 and previously delivered to the Mortgagee.

The following space is for the inclusion of any special provisions which the parties hereto are desirous of making a part of this mortgage.

This mortgage shall also secure all future indebtedness of the mortgagor to the mortgagee.

APR-2 - 337

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

SUBMITTED BY
AERO TITLE CLEARING SERVICE

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAR 30 8 06 AM '79
OKLAHOMA CITY
OKLAHOMA

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

Upon default, mortgagee may at once proceed to foreclose this mortgage in any manner provided by law, or he may at his option, and he is hereby empowered so to do, with or without a foreclosure action, enter upon the premises where the said aircraft may be and take possession thereof; and remove and sell and dispose of the same at public or private sale, and from the proceeds of such sale retain all costs and charges incurred by him in the taking or sale of said aircraft, including any reasonable attorney's fees incurred; also all sums due him on said promissory note, under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said mortgagee, under any provisions of this mortgage, or secured hereby, with the interest thereon, and any surplus of such proceeds remaining shall be paid to the mortgagor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, the mortgagor agrees to pay such deficiency forthwith.

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

IN WITNESS WHEREOF, the mortgagor has hereunto set its hand and seal on the day and year first above written.

Name of mortgagor ANTILLES AIR BOATS, INC.

Signature(s) *(in ink)* By [signature]
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

State of Florida

County of Dade

(SEAL)

On this 21 day of March, 1979, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 4 1981
BONDED THRU GENERAL INS. UNDERWRITERS

My commission expires

[signature]
(Signature of notary public *(in ink)*)

ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign, and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto

whose address is *(Number, street, city, zone, and State)*

and hereby authorizes the said to do every act, and thing necessary to collect and discharge the same. The undersigned mortgagee warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned mortgagee warrants that he is the owner of a valid security interest in the said aircraft. *(A guaranty clause or any other provisions which the parties hereto are desirous of making a part of this assignment should be included in the following space.)*

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

Signature(s) *(in ink)* _____
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____

County of _____

(SEAL)

On this _____ day of _____, 19____, before me personally appeared the above-named mortgagee, to me known to be the person described in and who executed the foregoing assignment, and acknowledged that he executed the same as his free act and deed, and, if said assignment 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.

My commission expires _____

_____
(Signature of notary public *(in ink)*)

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAR 30 8 06 AM '79
OKLAHOMA CITY
OKLAHOMA

SUBMITTED BY
AERO TITLE CLEARING SERVICE

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 11th day of May, 19 78 by and between ANTILLES AIRBOATS, INC.

0000013~~90~~
000001411

whose address is *(Number, street, city, zone, and State)* Seaplane Ramp, Veteran's Drive, Charlotte Amalie, St. Thomas, Virgin Islands

hereinafter called the MORTGAGOR, and FIRST PENNSYLVANIA BANK, N. A.

whose address is *(Number, street, city, zone, and State)* P. O. Box #1737, St. Thomas, Virgin Islands

hereinafter called the MORTGAGEE,

CONVEYANCE RECORDED
JUL 6 6 11 AM '78
FEDERAL AVIATION ADMINISTRATION

S07 24

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of One Hundred Twenty Thousa

----------dollars ($120,000.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft: As per attached EXHIBIT "A" made a part hereof.

Aircraft make and model | FAA registration number

Manufacturer's serial number

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

All spare parts and equipment used in the operation of said aircraft.

$75

all of which are included in the term aircraft as used herein.

The above described aircraft is hereby mortgaged to the mortgagee for the prupose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

Note bearing date of May 11, 1978 executed by the mortgagor and payable to the order of FIRST PENNSYLVANIA BANK, N.A. in the aggregate principal sum of $120,000.00 with interest thereon at the rate of 2pts. over 1st. Pennsylvania Bank, N.A. moving prime rate per centum per annum, from date, payable in installments as follows: 35 successive monthly installments of $3,334.00 plus interest and a 36th successive monthly payment of $3,310.00 plus interest ~~The principal and interest of said note is payable in~~ XXXXXXXXXXXXXXXX ~~installments of $~~XXXXXXXXXXX each on the 1st. day of each successive month beginning with the 1st. day of June 19 78.

The last payment of $3,310.00 plus interest is due on the 1st. day of May 19 81.

Second: The prompt and faithful discharge and performance of each agreement of the mortgagor herein contained made with or for the benefit of the mortgagee in connection with the indebtedness to secure which this instrument is executed, and the repayment of any sums expended or advanced by the mortgagee for the maintenance or preservation of the property mortgaged hereby or in enforcing his rights hereunder.

Said mortgagor hereby declares and hereby warrants to the said mortgagee that he is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: *(If no liens other than this mortgage indicate "None".)*

First liens held by First Pennsylvania Bank and liens held by the Small Business Administratio

The following space is for the inclusion of any special provisions which the parties hereto are desirous of making a part of this mortgage.

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

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

Upon default, mortgagee may at once proceed to foreclose this mortgage in any manner provided by law, or he may at his option, and he is hereby empowered so to do, with or without a foreclosure action, enter upon the premises where the said aircraft may be and take possession thereof; and remove and sell and dispose of the same at public or private sale, and from the proceeds of such sale retain all costs and charges incurred by him in the taking or sale of said aircraft, including any reasonable attorney's fees incurred; also all sums due him on said promissory note, under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said mortgagee, under any provisions of this mortgage, or secured hereby, with the interest thereon, and any surplus of such proceeds remaining shall be paid to the mortgagor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, the mortgagor agrees to pay such deficiency forthwith.

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

IN WITNESS WHEREOF, the mortgagor has hereunto set hand and seal on the day and year first above written.

Name of mortgagor ANTILLES AIRBOATS, INC.

Signature(s) *(in ink)* _____
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

State of U.S. VIRGIN ISLANDS

County of ST. THOMAS / ST. JOHN

(SEAL)

On this 11TH day of MAY, 1978, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage 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.

My commission expires May 22, 1978

Sandra Vogel
(Signature of notary public *(in ink)*)

ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign, and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto

whose address is *(Number, street, city, zone, and State)*

and hereby authorizes the said to do every act, and thing necessary to collect and discharge the same. The undersigned mortgagee warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned mortgagee warrants that he is the owner of a valid security interest in the said aircraft. *(A guaranty clause or any other provisions which the parties hereto are desirous of making a part of this assignment should be included in the following space.)*

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

Signature(s) *(in ink)* _____
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____

County of _____

(SEAL)

On this _____ day of _____, 19____, before me personally appeared the above-named mortgagee, to me known to be the person described in and who executed the foregoing assignment, and acknowledged that he executed the same as his free act and deed, and, if said assignment 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.

My commission expires _____

(Signature of notary public *(in ink)*)

COPY — FAX

EXHIBIT A

Chattel Mortgage on the following aircraft including spare parts and equipment used in the operation of said aircraft:

Grumann G-21A, Reg. N2003 SN#B141
Grumann G-21A, Reg. N7777V SN#B111
~~Grumann G-21A, Reg. N8777A SN#1152~~
Grumann G-21A, Reg. N4762C SN#B60
Grumann G-21A, Reg. N79901 SN#B63
Grumann G-21A, Reg. N79914 SN#B88
Grumann G-21A, Reg. N48550 SN#1061
Grumann G-21A, Reg. N5548A, SN#757661
Grumann G-21A, Reg. N74588 SN#1165
Grumann G-21A, Reg. N323 SN#1191
Grumann G-21A, Reg. N1048V SN#37793
Grumann G-21A, Reg. N74676 SN#1172
Grumann G-21A, Reg. N28369 SN#1149
Grumann Mallard G-73, Reg. #N7356 SN#J56
Grumann Albatross Model HU16B Reg. #N3385F SN#51-7168
Cessna Aircraft Model 310F SN#3100063 Reg. #6763X

ANTILLES AIRBOATS INC.

President

3

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

MAY 18 12 23 PM '78

OKLAHOMA CITY, OKLA.

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

JUN 19 11 26 AM '78

OKLAHOMA CITY, OKLA.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO.....

FILING DATE:.....

This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.

TYPE OF CONVEYANCE	DATE EXECUTED
Chattel Mortgage	10-12-77
FROM	**DOCUMENT NO.**
Antilles Airboats, Inc	D 13601
TO OR ASSIGNED TO	**DATE RECORDED**
First Pennsylvania Bank NA	12-13-77

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED 14

N 2003
N 7777Y
N 8777A
N 4762C
N 79901
N 79914
N 48550
N 74588
N 323
N 1048V
N 74676
N 28369
N 7356
N 3385F

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S) — SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S) — SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED

LOCATION

RECORDED CONVEYANCE FILED IN: N 2003

AC Form 8050-23 (11-73)

FAA AC 74-3985

FEDERAL AVIATION AGENCY

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

GPO 888883 *Remove this stub before reproduction* Form FAA-905 (1-60)

AIRCRAFT CHATTEL MORTGAGE

CONVEYANCE

This mortgage, made this 15th day of March, 1977 by and between ANTILLES AIRBOATS, INC.

MAR 31 11 31 AM '77

whose address is *(Number, street, city, zone, and State)* Seaplane Ramp Veterans' Drive St. Thomas, Virgin Islands

FEDERAL AVIATION ADMINISTRATION

hereinafter called the MORTGAGOR, and First Pennsylvania Bank, N.A.

whose address is *(Number, street, city, zone, and State)* P. O. Box #1737 Charlotte Amalie, St. Thomas, Virgin Islands

hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Five hundred Twenty-Four Thousand NO/100 Dollars ($524,000.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model Grumann G-21 A FAA registration number N4762C

Manufacturer's serial number B60

Together with all equipment and accessories attached thereto or used in connection therewith including the following:

Spare parts and equipment used in the operation of the above.

FRB

all of which are included in the term aircraft as used herein.

The above described aircraft is hereby mortgaged to the mortgagee for the prupose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

Note bearing date of March 15, 1977 executed by the mortgagor and payable to the order of First Pennsylvania Bank, N.A. in the aggregate principal sum of $ 524,000.00 with interest thereon at the rate of Two percent over First Pennsylvania Bank's moving prime per centum per annum, from date, payable in installments as follows:

The principal and interest of said note is payable in 47 successive installments of $ 10,916.00+/ Interest each on the 1st day and 48th successive payment of $10,948.00 plus interest of each successive month beginning with the First day of April 1977

The last payment of $10,948.00 is due on the First day of March 1981

Second: The prompt and faithful discharge and performance of each agreement of the mortgagor herein contained made with or for the benefit of the mortgagee in connection with the indebtedness to secure which this instrument is executed, and the repayment of any sums expended or advanced by the mortgagee for the maintenance or preservation of the property mortgaged hereby or in enforcing his rights hereunder.

Said mortgagor hereby declares and hereby warrants to the said mortgagee that he is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: *(If no liens other than this mortgage indicate "None".)*

NONE

The following space is for the inclusion of any special provisions which the parties hereto are desirous of making a part of this mortgage.

MAR 22 9770 30005.00

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

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

MAR 21 11 43 AM '77

OKLAHOMA CITY, OKLA.

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

Upon default, mortgagee may at once proceed to foreclose this mortgage in any manner provided by law, or he may at his option, and he is hereby empowered so to do, with or without a foreclosure action, enter upon the premises where the said aircraft may be and take possession thereof; and remove and sell and dispose of the same at public or private sale, and from the proceeds of such sale retain all costs and charges incurred by him in the taking or sale of said aircraft, including any reasonable attorney's fees incurred; also all sums due him on said promissory note, under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said mortgagee, under any provisions of this mortgage, or secured hereby, with the interest thereon, and any surplus of such proceeds remaining shall be paid to the mortgagor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, the mortgagor agrees to pay such deficiency forthwith.

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

IN WITNESS WHEREOF, the mortgagor has hereunto set hand and seal on the day and year first above written.

Name of mortgagor ANTILLES AIRBOATS, INC.

Signature(s) *(in ink)* [signature]
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

State of Virgin Islands

County of St. Thomas

(SEAL)

On this 15th day of March, 19 77, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be the act 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.

My commission expires May 27, 1978

[signature]
(Signature of notary public *(in ink)*)

ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign, and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto

whose address is *(Number, street, city, zone, and State)*

and hereby authorizes the said to do every act, and thing necessary to collect and discharge the same. The undersigned mortgagee warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned mortgagee warrants that he is the owner of a valid security interest in the said aircraft. *(A guaranty clause or any other provisions which the parties hereto are desirous of making a part of this assignment should be included in the following space.)*

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

Signature(s) *(in ink)* _____
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____

County of _____

(SEAL)

On this _____ day of _____, 19____, before me personally appeared the above-named mortgagee, to me known to be the person described in and who executed the foregoing assignment, and acknowledged that he executed the same as his free act and deed, and, if said assignment 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.

My commission expires _____

_____
(Signature of notary public *(in ink)*)

AIRCRAFT CHATTEL MORTGAGE

L 100596

This mortgage made and entered into this 12th day of August, 1975, by and between Antilles Air Ports, Inc., whose address is [illegible], Christiansted, St. Croix, Virgin Islands, (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America, (hereinafter referred to as mortgagee), who maintains an office and place of business at 255 Ponce de Leon Ave., Hato Rey, Puerto Rico.

FEDERAL AVIATION ADMINISTRATION

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described aircraft:

	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NO.
1.	Grumman	G-21A	75-7661	N5540A
2.	"	"	B-141	N2003
3.	"	"	B-111	N7777V
4.	"	"	1152	N8777A
5.	"	"	B-63	N79901
6.	"	"	B-80	N79914
7.	"	"	1061	N48550
8.	"	"	B-60	N4762C
9.	"	"	1033	N32[illegible]

Together with and including equipment and accessories attached thereto or used to their operations, and all improvements now or hereafter made thereon.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except those aircraft already mortgaged by the Virgin Islands National Bank properly recorded at the FAA Aircrafts Registry; that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated August 12, 1975, in the principal sum of $66,000.00, signed by Brian J. Lincoln, Vice-President-------on behalf of Antilles Air Ports, Inc., with interests thereon at the rate of five percent (5%) interest due payable in fifteen, I mean, to be paid in one hundred seventy-six (176) installments of $530.00, principal and interest due payable in fifteen (15) years beginning five (5) months from the date of Note.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the manner therein provided.

b. He will pay all taxes, assessments, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

Orig. Rec'd

d. For the better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additional aircrafts purchased, and the execution of the mortgage, (all in form satisfactory to the mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagee may cause to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all aircrafts and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the aircrafts of improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for services to said aircrafts herein mortgaged or to be mortgaged.

i. He will not rent or assign any part of the rent of said mortgaged property or remove it from its usual and normal places of business without the written consent of the mortgagee.

j. All awards of damages in connection with injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid aquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged property at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon

said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness, or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):

(I) at judicial sale pursuant to the provisions of the Laws of the United States; or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorney's fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of maintaining, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with the Rules and Regulations of the Small Business Administration, this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at Water Gut, Christiansted, Virgin----- Islands---------- ----------and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at

IN WITNESS WHEREOF the mortgagor has executed this instrument as of the day and year aforesaid.

Antilles Air Boats Inc

by Brian O Lincoln

Vice President

Executed and delivered in the presence of the following witnesses:

Alexander M. [illegible]

WITNESS

[illegible]

WITNESS

On this_____day of _____, 19____ before me personally appeared the above mentioned mortgagor and executed the foregoing Chattel Mortgage and acknowledged that he executed the same as his free act and deed and swore that he was duly authorized to execute the same on behalf of Antilles Airboats, Inc.

I, Antonio J. Negroni, Attorney Advisor for the Small Business Administration hereby certify that this is a true and complete copy of the original mortgage signed by Brian J. Lincoln, Vice-President on behalf of Antilles Air Boats, Inc., on this 13th day of August, 1975.

ANTONIO J. NEGRONI
Attorney Advisor

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 6th day of September, 19 72 by and between ANTILLES AIRBOATS INC.

E 90827

whose address is *(Number, street, city, zone, and State)* SEAPLANE RAMP, VETERANS DRIVE, ST. THOMAS, U.S.V.I. 00801
hereinafter called the MORTGAGOR, and

CONVEYANCE RECORDED

VIRGIN ISLANDS NATIONAL BANK

OCT 30 11 44 AM '72
FEDERAL AVIATION ADMINISTRATION

whose address is *(Number, street, city, zone, and State)* VETERANS DRIVE, ST. THOMAS, U.S.V.I. 00801

hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of FOUR HUNDRED THOUSAND dollars ($ 400,000.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model GRUMMAN G-21A FAA registration number 4762 C

Manufacturer's serial number B-60

Together with all equipment and accessories attached thereto or used in connection therewith including the following:

SPARE PARTS & EQUIPMENT USED IN THE OPERATION OF THE ABOVE.

all of which are included in the term aircraft as used herein.

The above described aircraft is hereby mortgaged to the mortgagee for the prupose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

Note bearing date of September 6 1972 executed by the mortgagor and payable to the order of VIRGIN ISLANDS NATIONAL BANK in the aggregate principal sum of $ 400,000.00 with interest thereon at the rate of 2 Points Over PENCO Prime per centum per annum, from date, payable in installments as follows:

The principal and interest of said note is payable in 59 installments of $6,700.00 Plus Interest each on the 15th day of each successive month beginning with the 15th day of October 19 72

The last payment of $ 4,700.00 Plus Interest is due on the 15th day of September 19 77.

Second: The prompt and faithful discharge and performance of each agreement of the mortgagor herein contained made with or for the benefit of the mortgagee in connection with the indebtedness to secure which this instrument is executed, and the repayment of any sums expended or advanced by the mortgagee for the maintenance or preservation of the property mortgaged hereby or in enforcing his rights hereunder.

Said mortgagor hereby declares and hereby warrants to the said mortgagee that he is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: *(If no liens other than this mortgage indicate "None".)*

NONE

The following space is for the inclusion of any special provisions which the parties hereto are desirous of making a part of this mortgage.

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

Jul 10-19 m 55 88

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

Upon default, mortgagee may at once proceed to foreclose this mortgage in any manner provided by law, or he may at his option, and he is hereby empowered so to do, with or without a foreclosure action, enter upon the premises where the said aircraft may be and take possession thereof; and remove and sell and dispose of the same at public or private sale, and from the proceeds of such sale retain all costs and charges incurred by him in the taking or sale of said aircraft, including any reasonable attorney's fees incurred; also all sums due him on said promissory note, under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said mortgagee, under any provisions of this mortgage, or secured hereby, with the interest thereon, and any surplus of such proceeds remaining shall be paid to the mortgagor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, the mortgagor agrees to pay such deficiency forthwith.

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

IN WITNESS WHEREOF, the mortgagor has hereunto set hand and seal on the day and year first above written.

Jacelyn Allan

Name of mortgagor ANTILLES AIRBOATS INC.

Signature(s) *(in ink)* E Lane R Bean
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

State of ST. THOMAS

County of VIRGIN ISLANDS

(SEAL)

On this 6th day of Sept., 19 72, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage 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.

My commission expires Sept 30 1972

Elliot H Warren
(Signature of notary public *(in ink)*)

ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign, and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto

whose address is *(Number, street, city, zone, and State)*

and hereby authorizes the said to do every act, and thing necessary to collect and discharge the same. The undersigned mortgagee warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned mortgagee warrants that he is the owner of a valid security interest in the said aircraft. *(A guaranty clause or any other provisions which the parties hereto are desirous of making a part of this assignment should be included in the following space.)*

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

Signature(s) *(in ink)* _____
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of ST. THOMAS & ST. CROIX

County of VIRGIN ISLANDS

(SEAL)

On this _____ day of _____, 19____, before me personally appeared the above-named mortgagee, to me known to be the person described in and who executed the foregoing assignment, and acknowledged that he executed the same as his free act and deed, and, if said assignment 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.

My commission expires _____

_____
(Signature of notary public *(in ink)*)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

N-

This form is to be used in all cases where a conveyance covers more than one aircraft, or engine, propeller, or location. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE	DATE EXECUTED
Chattel Mortgage & Security Agreement	11-26-69
FROM	DOCUMENT NO.
Antilles Air Boats Inc	Lo 49842
TO OR ASSIGNED TO	DATE RECORDED
Barclays Bank DCO	12-9-69

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED 11

2003
7777V
328
8777A
5548A
4762C
79901
79914
48550
5588V
5584V

ENGINES — TOTAL NUMBER INVOLVED 4

MAKE(S) 2 Pratt & Whitney S/N 461382 & CP 321934
2 Curtiss Wright R-2600-29A S/N 194215 & 433593

AC Form 8050-41 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

AC Form 8050-41 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED

AC Form 8050-41 FILED WITH	LOCATION

FOR RECORDED CONVEYANCE SEE (Check one)
☒ AIRCRAFT FOLDER N- 2003 ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE
☐ LOCATION LISTED ABOVE ☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

ABOVE CONVEYANCE RELEASE NUMBER

AC Form 8050-23 (3-69) Formerly AC Form 2055 (0052-543-1000) N 86275

FPR 9-14-72

AIRCRAFT BILL OF SALE

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

MICROFILM CODE

1C JC

L049836

CONVEYANCE RECORDED

DEC 9 12 45 PM '69

FEDERAL AVIATION ADMINISTRATION

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:

AIRCRAFT MAKE AND MODEL

Grumman G-21A

MANUFACTURER'S SERIAL NUMBER	NATIONALITY AND REGISTRATION MARKS
B60	U.S.A. N-4762C

does this 19th day of SEPT. 19 69, 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)

Antilles Air Boats, Inc.
Veterans Drive
St. Thomas, U. S. Virgin Islands
00801

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED
NONE		

IN FAVOR OF

-

in testimony whereof we have set our hand and seal this 19th day of SEPTEMBER 1969.

SELLER

NAME(S) (TYPED OR PRINTED)	SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)
ALASKA AIRLINES, INC.	By: O. F. Benecke	V.P. - Properties

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

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

DEC 5 3 42 PM '69

OKLAHOMA CITY, OKLA.

47

FEDERAL AVIATION AGENCY

CROSS-REFERENCE—RECORDATION

(Space for release stamp)

AIRCRAFT N-

This form is to be used in all cases where a conveyance covers more than one aircraft, or engine, propeller, or location. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE Articles of Merger + Certificate of Merger	DATE EXECUTED 3/27/68
~~FROM~~ Alaska Coastal Airlines, Inc. into	DOCUMENT NO.
~~TO OR ASSIGNED TO~~ Alaska Airlines, Inc.	DATE RECORDED

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED:

ENGINES		TOTAL NUMBER INVOLVED
MAKE(S)		
FAA FORM-506 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS		TOTAL NUMBER INVOLVED
MAKE(S)		
FAA FORM-506 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS	TOTAL NUMBER INVOLVED
FAA FORM-506 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

☒ ~~AIRCRAFT FOLDER N-~~ Merger file (name change)

☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ LOCATION LISTED ABOVE

☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

MICRO

FORM APPROVED: BUDGET BUREAU NO. 04-R076.1

FEDERAL AVIATION AGENCY
APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION *(Check one box)*

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

NATIONALITY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N 4762C	Grumman G-21A	B-60

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

Alaska Coastal Airlines, Inc.

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

2 Marine Way

CITY	COUNTY	STATE	ZIP CODE
Juneau		Alaska	99801

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

NOTE: If executed for co-ownership all applicants must sign.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
By: [signature]	V. Pres.	6/16/66
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 30 days, during which time the PINK copy of this application must be carried in the aircraft.

M APR 19 1968

FORM APPROVED: BUDGET BUREAU NO. 04-R076.1

FEDERAL AVIATION AGENCY
APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION *(Check one box)*

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

NATIONALITY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N 4762C	GRUMMAN G21-A	B-60

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

Alaska Airlines, Inc.

merger

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

Seattle-Tacoma International Airport

CITY	COUNTY	STATE	ZIP CODE
Seattle	King	Washington	98158

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

If executed for co-ownership all applicants must sign.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[illegible]	Exec Vice Pres Oprns & Maintenance	4/11/68
Feb 13 [illegible]	[illegible]	

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

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

APR 19 2 46 PM '68

OKLAHOMA CITY, OKLA.

4 Y

FEDERAL AVIATION AGENCY

CROSS-REFERENCE—RECORDATION

(Space for release stamp)

AIRCRAFT N— 4762C

RECORDED

CONVEYANCE

NUMBER 75589

This form is to be used in all cases where a conveyance covers more than one aircraft, or engine, propeller, or location. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE Chattel Mortgage	DATE EXECUTED 11-1-67
FROM Alaska Coastal Airlines Inc.	DOCUMENT NO. 235105
TO ~~OR ASSIGNED TO~~ Yu B. M. Behrends Bank	DATE RECORDED 11-21-67

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED: 17

2763A	4772C	95431
196N	48550	
1019N	5584V	
28369	68157	
31235	74588	
4745Q	74676	
4760C	79901	
4762C	88821	

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FAA FORM-506 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FAA FORM-506 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED

FAA FORM-506 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

☑ AIRCRAFT FOLDER N— 2763A ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ LOCATION LISTED ABOVE ☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

RO

AIRCRAFT BILL OF SALE

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

MICROFILM CODE

1C JC

D 2 3 2 2 5

DOC. RECORDED

JUL 7 3 50 PM '66

FEDERAL AVIATION AGENCY

For and in consideration of $1.00 and ovcthe undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL

Grumman G-21A

MANUFACTURER'S SERIAL NUMBER	NATIONALITY AND REGISTRATION MARKS
B-60	N-4762C

does this 16th day of June 19 66, 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)

Alaska Coastal Airlines, Inc.
2 Marine Way
Juneau, Alaska

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED
Chattel Mortgage	$328,000.00	6/30/65

IN FAVOR OF

The B. M. Behrends Bank, Juneau, Alaska

in testimony whereof I have set my hand and seal this 16th day of June 1966.

SELLER

NAME(S) (TYPED OR PRINTED)	SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)
Alaska Coastal-Ellis Airlines		Executive Vice President

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

JUN 27 7292 [illegible]

GPO 824-397

FORM FAA-500 (PART B) (6-59) SEP 27 1962 Form Approved Budget Bureau No. 41-R889.4

FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION

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

Alaska Coastal-Ellis Airlines
2 Marine Way
Juneau, Alaska

REGISTRATION MARKS

N — 4762C

AIRCRAFT MAKE AND MODEL

GRUMMAN G-21A

CHECK WHETHER OWNERSHIP IS

☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

SERIAL NO.

B-60

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

9/18/62
DATE OF APPLICATION

TITLE Vice Pres.-Adm. & Finance

l the above statements are true and made in good faith, the aircraft described above may be operated, ing 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.

4b

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N.- 4762C

SEE RECORDED CONVEYANCE NUMBER 235103

This form is to be used in all cases where a conveyance covers more than one aircraft, or aircraft engines and propellers, and/or locations. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE Chattel mortgage	DATE EXECUTED 6 30-65
FROM Alaska Central-Ellis Airlines	DOCUMENT NO. C031047
TO OR ASSIGNED TO B. M. Behrends Bank	DATE RECORDED 8-12-65

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)* — TOTAL NUMBER INVOLVED: 8

N2763A
31235
4773C
88820
4760C
4772C
4762C
16503

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

☑ AIRCRAFT FOLDER N- 2763A ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ LOCATION LISTED ABOVE ☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 880382

14

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N--

SEE RECORDED CONVEYANCE NUMBER K47572

This form is to be used in all cases where a conveyance covers more than one aircraft, or aircraft engines and propellers, and/or locations. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE	DATE EXECUTED
Chattel Mortgage	October 14, 1962
FROM	DOCUMENT NO.
Alaska Coastal - Ellis Airlines	A208476
TO OR ASSIGNED TO	DATE RECORDED
The D.M. Berkowitz Bank	October 14, 1962

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED: 8

2763A
4760C
31235
4772C
4773C
4762C
88820
1650Z

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

- [x] AIRCRAFT FOLDER N- 2763A
- [ ] ENGINE MAKE AND SERIAL NO. LISTED ABOVE
- [ ] LOCATION LISTED ABOVE
- [ ] PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 880382

FORM FAA-500 (PART C) (6-59) (2) WA

FEDERAL AVIATION AGENCY

BILL OF SALE

A 207461

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

AIRCRAFT MAKE AND MODEL	
GRUMMAN G-21A	
SERIAL NO.	REGISTRATION MARKS
B-60	N— 4762C

DOC. RECORDED

SEP 27 12 47 PM '62

FEDERAL AVIATION AGENCY

does this 18th day of September 1962 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)

Alaska Coastal-Ellis Airlines
2 Marine Way
Juneau, Alaska

and to its executors, administrators, and assigns, to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except none

TYPE OF ENCUMBRANCE	AMOUNT	DATE
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 18th day of September 1962

NAME OF SELLER Alaska Coastal Airlines

BY (SIGN IN INK) [signature]

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

TITLE Partner

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

ACKNOWLEDGMENT

State of Alaska

~~County of~~ 1st Judicial Division

On this 18th day of September 1962 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

MY COMMISSION EXPIRES 2/11/63

[signature]
NOTARY PUBLIC

FORWARD THIS COPY TO WASHINGTON— Retain Duplicate Copy.

Form ACA-500.1
(6-51)

[redacted]RT A

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

1. NATIONALITY AND REGISTRATION MARKS	2. MAKE OF AIRCRAFT	3. AIRCRAFT SERIAL NO.
N 4762C	Grumman	B-60

16—67432-4 GPO

4. Alaska Coastal Airlines
NAME OF OWNER

5. 2 Marine Way
ADDRESS OF OWNER NUMBER STREET

Juneau, Alaska
CITY ZONE 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 [redacted]nternational Civil Aviation dated 7th December 1944, and with the Civil Aeronautics Act of 1938, as amended.

[redacted]TE OF ISSUE:
Feb. 18, 1953 mb

BY DIRECTION OF THE ADMINISTRATOR:
Cornell D. Heath CHIEF, ADMIN. & RECORDS BR.
[redacted]CHIEF, AIRCRAFT ENGINEERING DIVISION

A4. 100

MICRO

amj

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N- 4762C

By Document No. 1201460

This form is to be used in all cases where a conveyance covers more than one aircraft, or aircraft engines and propellers, and/or locations. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE	DATE EXECUTED
chattel Mortgage	September 30, 1959
FROM Alaska Coastal Airlines	DOCUMENT NO. 167430
TO OR ASSIGNED TO The B. M. Behrends Bank	DATE RECORDED November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)* — TOTAL NUMBER INVOLVED: 6

N-2763A

N-4760C

N-88820

N-4773C

N-4762C ✓

N-4772C

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

☐ AIRCRAFT FOLDER N- 2763A ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ LOCATION LISTED ABOVE ☐ RROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 880382

MICRO

U.S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

CROSS-REFERENCE - RECORDATION

MF/mb

(Space for release stamp)

AIRCRAFT N- 4762C

RELEASED

By Document No. 44757

This form is to be used in all cases where a conveyance covers more than one aircraft, or aircraft and engines, and/or locations. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE Chattel Mortgage	DATE EXECUTED May 29, 1958
FROM Alaska Coastal Airlines	DOCUMENT NO. 68351
TO OR ASSIGNED TO B. M. Behrends Bank	DATE RECORDED July 7, 1958

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)*	TOTAL NUMBER INVOLVED: 5

N2763A

N88820

N4773C

N4774C

N4762C

ENGINES MAKE(S)	TOTAL NUMBER INVOLVED

FORM ACA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS	TOTAL NUMBER INVOLVED:

FORM ACA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

[X] AIRCRAFT FOLDER N-2763A

[ ] ENGINE MAKE AND SERIAL NO. LISTED ABOVE

[ ] LOCATION LISTED ABOVE

FORWARD TO WASHINGTON

FORM ACA-500
(5-47)

PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

FORM APPROVED
BUDGET BUREAU NO.
41-R889.1

1. REGISTRATION NO.
N4762C

2. NAME OF APPLICANT
Alaska Coastal Airlines

3. ADDRESS (*Number, street, city, zone, and State*)
2 Marine Way
Juneau, Alaska

4. AIRCRAFT
MAKE
Grumman, G-21A

SERIAL NO.
B-60

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 2/1 19 53 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 [signature]

TITLE C6-Manager M-partnership man

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.

ALASKA Coastal AIRLINES
Serving Southeastern Alaska
GENERAL OFFICES
2 MARINE WAY • JUNEAU, ALASKA

February 1, 1953

Civil Aeronautics Administration
Aircraft & Components Service
Certification & Recordation Section
Washington 25, D. C.

Gentlemen:

Enclosed are Parts A and B of Form ACA-500 that are to be forwarded to Washington, D. C. This form covers Grumman Serial B-60, N 4762C.

This aircraft was assembled by Alaska Coastal Airlines in its approved overhaul shop, CAA Repair Station Certificate No. 1355. The hull, damaged and stripped bare, both inside and out, two damaged wing panels and certain empennage pieces were purchased from B.N.P. Airways, Vancouver Airport, Vancouver, B. C., Canada in May of 1950. Other parts were purchased from Grumman Aircraft & Engineering Corp., Bethpage, Long Island, New York, Powell River Company, Standard Building, Vancouver, B. C., Canada, and various suppliers of new and used Grumman G-21A parts. The engines and propellers, wiring supplies and all necessary furnishings and appurtenances were obtained from Alaska Coastal Airlines parts inventory.

All material and labor bills in every way relating to this aircraft, now assembled, have been paid in full by Alaska Coastal Airlines. There are no liens or incumberances of any nature whatsoever against it.

Our check for $4.00 to cover registration fee is enclosed.

Yours very truly,

S. B. SIMMONS
Co-Manager

The above statement was subscribed and sworn to before me by S. B. Simmons, known to me to be Co-Manager of Alaska Coastal Airlines, Juneau, Alaska, this first day of February 1953, at Juneau, Alaska.

Notary Public
My Commission Expires Nov. 27, 1958

FEB 10-53 76057 A Co A 30 Page A 400

MK ala FEB 11 1953

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