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

Flight Standards Service
Aircraft Registration Branch, AFS-750

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
WEB Address: http://registry.faa.gov

February 4, 2017

ANTILLES AIR BOATS INC
WEST SEAPLANE RAMP
CHRISTIANSTED VA 00820

Dear Sirs:

You were notified in our letter of September 10, 2014, that the registration of N74676, a GRUMMAN G-21A, serial number 1172, had been revoked and the assignment of the registration number would be cancelled no sooner than 60 days from the date of that letter, unless a new application for registration was made.

As of the date of this letter, no new application has been received. Pursuant to 14 C.F.R. 47.15(i), the assignment of registration N74676 has been cancelled this date. Operation of an unregistered aircraft is a violation of 14 C.F.R. 47.3(b) and may be subject to civil penalties.

Registration may be accomplished when requirements can be met. If you have any questions, please review the Aircraft Registration web pages at http://registry.faa.gov/ or call the office at (405) 954-3116 or toll free 1-866-762-9434.

Sincerely,

Ken W. Thompson
Manager, Aircraft Registration Branch, AFS-750

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

U.S. Registration	Temp	I.R.	Manufacturer	Model	Serial Number
N-74676	Yes ☐ No ☒	Yes ☒ No ☐	GRUMMAN	G-21A	1172

Last Registered Owner ANTILLES AIR BOATS INC

GENEVA CONVENTION – Lien/Lease Information on File

☐ None

☐ Lien Conveyance No. _____ Lien holder: _____

☐ Lien Conveyance No. _____ Lien holder: _____

☐ Lease Conveyance No. _____ Lessee: _____

☐ Lease Conveyance No. _____ Lessee: _____

CAPE TOWN TREATY - Lien Information on File

☐ Written certification was received from IDERA authorized party that all registered interests ranking in priority to authorized party have been discharged or the holders of such interests have consented to the export.

Conveyance No. _____
IDERA Authorized Party: _____

☐ Written certification was received from the owner that all outstanding interests in the FAA aircraft record have been discharged or the holders of such interests have consented to the export.

☐ None

☐ Lien Conveyance No. _____ Lien holder: _____

☐ Lien Conveyance No. _____ Lien holder: _____

☐ Lease Conveyance No. _____ Lessee: _____

☐ Lease Conveyance No. _____ Lessee: _____

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

☒ Expired ☐ Exported to: _____

☐ Totally destroyed or scrapped

☐ At the request of: ☐ Registrant ☐ Owner ☐ IDERA Authorized Party (Export only)

☒ Other (*Specify*) FAA

Official approving the cancellation: Name: GWYNNE RAMIREZ	TIME:	DATE: February 4, 2017

CONFIRM TO: _____ COPY TO: ☐ WIRE ☐ MAIL
FOREIGN MARKINGS: _____

The above registration has been cancelled and records adjusted accordingly.	DATE: February 4, 2017

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

Flight Standards Service
Aircraft Registration Branch, AFS-750

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
WEB Address: http://registry.faa.gov

September 10, 2014

ANTILLES AIR BOATS INC
WEST SEAPLANE RAMP
CHRISTIANSTED VI 00820

Dear Sirs:

The FAA Aircraft Registration Branch (Registry) has received notice that the Certificate of Aircraft Registration for N74676, a GRUMMAN G-21A aircraft with serial number 1172, was revoked on May 21, 1982, pursuant to procedures established under 14 C.F.R. Part 13. Under §47.15(i), the continued assignment of a registration number to an aircraft is directly linked and dependent on the continued registration of the aircraft. Unless the status of the aircraft is changed to one in which it can be properly registered, the assignment of N74676 to this aircraft will be scheduled for cancellation no sooner than 60 days from the date of this letter.

The notice received by the Registry indicates that the registration of N74676 was revoked due to the failure to sign and submit to the Registry an Aircraft Registration Eligibility, Identification and Activity Report. A new aircraft registration certificate may be issued and the cancellation of the N-Number avoided if a completed Aircraft Registration Application, AC Form 8050-1, with the $5.00 registration fee is filed before cancellation.

If registration is not desired or cannot be made at this time, the N-number may be reserved by its owner prior to cancellation. If the number is not reserved, upon cancellation it will be designated as unavailable for the next five years. To reserve the number or report a change in the aircraft's disposition, please mark the applicable block(s), sign and return the attached notice.

If you require further assistance, please contact the Aircraft Registration Branch at (405) 954-3116 or toll free 1-866-762-9434.

Sincerely,

Jana L. Hammer

Jana L. Hammer
Manager, Aircraft Registration Branch, AFS-750

Directions:

Select and complete the appropriate section below then send, with the indicated fee (if appropriate), to the FAA Aircraft Registration Branch. FAX: 405-954-3548

U.S. Postal Service, Regular and Priority Mail
FAA Aircraft Registration Branch
P.O. Box 25504
Oklahoma City, OK 73125-0504

Commercial Delivery Services:
FAA Aircraft Registration Branch
Registry Building, Rm. 118
6425 South Denning
Oklahoma City, OK 73169-6937

Make fee payment by check or money order payable to the Federal Aviation Administration.

For additional information call toll free 1-866-762-9434, or visit http://registry.faa.gov

Revoked

The GRUMMAN G-21A, with serial number 1172, will not be registered at this time.

☐ Please cancel the assignment of N74676, and reserve it to the undersigned. A $10.00 check payable to the Federal Aviation Administration is enclosed to pay the reservation fee.

☐ The aircraft has been destroyed or scrapped.

☐ The aircraft was sold to:

_____

_____
(ADDRESS) (CITY & STATE) (ZIP CODE)

☐ The aircraft was exported to: _____

☐ Other: _____

Name of Owner: _____

_____
Signature/Title Date

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

MAY 21, 1982

MIKE MONRONEY AERONAUTICAL CENTER
P.O. Box 25082
OKLAHOMA CITY, OKLAHOMA 73125

CERTIFIED - RETURN RECEIPT REQUESTED

ANTILLES AIR BOATS INC
WEST SEAPLANE RAMP
CHRISTIANSTED, VI 00820

N-74676

CERTIFICATE REVOKED

ORDER OF REVOCATION

It appears to the Administrator of the Federal Aviation Administration (FAA), acting by and through his Aeronautical Center Counsel as authorized by Section 13.19(b) of the Federal Aviation Regulations, that on the basis of all of the available information, you violated the Federal Aviation Regulation hereinafter enumerated in the following respect:

a. The official records of the FAA Aircraft Registration Branch show you hold the Certificate of Aircraft Registration for civil aircraft N-74676

b. As certificate holder, you failed to execute and submit to the FAA Aircraft Registration Branch a "Triennial Aircraft Registration Report" within 60 days after its issuance to you.

By reason of the foregoing facts and circumstances, you violated Section 47.51 of the Federal Aviation Regulations in that you failed to submit the required report within the time prescribed by that section.

NOW THEREFORE IT IS ORDERED, pursuant to Section 501(e) of the Federal Aviation Act of 1958, as amended, that the Certificate of Aircraft Registration issued in your name for the above described civil aircraft be revoked, effective the date of this Order. You are, therefore, requested to surrender such certificate by mailing it to the Aeronautical Center Counsel (AAC-7), P.O. Box 25082, Oklahoma City, Oklahoma 73125.

Joseph T. Brennan

JOSEPH T. BRENNAN
Aeronautical Center Counsel

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

AFS 584

Aircraft Registration No.	Manufacturer and Model	Serial Number
N- 74676	Grumman G-21	N/O

LAST OWNED BY:	Lien Information on File: ☐ None ☐ Outstanding Recorded Conveyance No. _____	LIENHOLDER:

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

- ☑ Accident 11-5-78
- ☑ Totally destroyed or scrapped
- ☐ At the request of: ☐ Registrant ☐ Owner
- ☐ Revocation
- ☐ AC Form 8050-73 Action
- ☐ Other (Specify). _____

☐ Exported to: _____

INDEX CHECKED THROUGH:

Official approving the cancellation: Name:	TIME:	DATE:

CONFIRM TO: _____

FOREIGN MARKINGS: _____

CHARGE INFO. WIRE TO:

COPY TO: ☐ WIRE ☐ MAIL

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

AIRCRAFT CHATTEL MORTGAGE

~~0000001390~~
0000001411

S07249

CONVEYANCE RECORDED
JUL 6 6 11 AM 78
FEDERAL AVIATION ADMINISTRATION

COPY — FAA

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

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,

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 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX 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)*)

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

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.

0 0 0 3 0 1 5 1 5

COPY

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

0 0 0 0 0 1 8 9 8

B 2 4 6 8 0

CONVEYANCE RECORDED

JAN 20 11 14 AM '78

FEDERAL AVIATION ADMINISTRATION

RELEASE

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

AIRCRAFT MAKE	
GRUMMAN G-21A	
AIRCRAFT SERIAL NUMBER	FAA REGISTRATION NUMBER
1172	N - 74676

The mortgage dated SEPTEMBER 10, 1973, was executed

by ANTILLES AIRBOATS, INC., (Mortgagor),

to VIRGIN ISLANDS NATIONAL BANK, (Mortgagee),

and assigned to FIRST PENNSYLVANIA BANK N.A.

This mortgage was recorded by the Federal Aviation Agency on September 22, 1973,

and was assigned document number J37549.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage

on OCTOBER 4, 1977.

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.

FIRST PENNSYLVANIA BANK N.A.
Name of Mortgagee or Assignee

Signature (In ink) Thomas P. Kelly, Jr.

Title VICE PRESIDENT

ACKNOWLEDGMENT

State of U.S. Virgin Islands

County of St. Thomas

on this 27 day of December 19 77 before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Notary public (In ink)

My commission expires May 22, 1978

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 13001
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

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE: A 14 JAN 1971

IN REPLY REFER TO: AC-250:N 74676

SUBJECT: Release of Security Conveyance

TO: The B. M. Behrends Bank
Est 1871
Juneau, Alaska Zip 99801

☒ The enclosed release may be recorded when completed and returned as indicated below:

We have no record of a chattel Mortgage recorded under this document number for this a/c

☐ Signature in ink. ☐ Show title of signer.

Please ☒ Show correct FAA recording data of security agreement (number and date). and date of lien

☐ The release of security conveyance dated _____, executed by and between _____,

and showing assigment to _____, recorded on _____ as FAA conveyance number _____, may be recorded upon receipt of the item(s) checked below:

☐ An assignment of the security agreement signed in ink.

☐ The enclosed assignment should include date of original security conveyance, names of the parties, and the FAA recording data.

☐ Recording fee of $5.00 for the assignment.

☐ The original or certified true copy of the authorization document. (Agent-Power of Attorney/Corporation-Resolution of Board of Directors)

from _____

authorizing _____ to sign the _____.

for E D Collier
LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

Enclosure 1) RC

AC Form 8050-58 (12-68) (0052-544-9000) FAA AC 69-4340 C

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

A 14 JAN 1971

CERTIFIED COPY

RELEASE

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

AIRCRAFT MAKE	
Gruman G-21A	
AIRCRAFT SERIAL NUMBER	FAA REGISTRATION NUMBER
N74676	

The mortgage dated September 19, 1962, was executed by Alaska Coastal Airlines, Inc., (Mortgagor), to B. M. Behrends Bank, (Mortgagee), and assigned to none.

This mortgage was recorded by the Federal Aviation Agency on October 11, 1962, and was assigned document number A208476.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on December 28, 1970.

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.

B. M. Behrends Bank
Name of Mortgagee or Assignee

Signature (In ink) N. J. Marchese

Title Executive Vice President

ACKNOWLEDGMENT

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

County of _____

(SEAL)

_____
Notary public (In ink)

My commission expires _____

FAA Form 506, Part 2 (2-63) (Replaces previous edition)

(30030)

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

JAN 11 1 35 PM '71

OKLAHOMA CITY, OKLA.

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 10th day of September, 19 73 by and between

ANTILLES AIRBOATS, INC.

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

VIRGIN ISLANDS NATIONAL BANK

whose address is *(Number, street, city, zone, and State)* Veterans Drive, St. Thomas, V.I. 00801

hereinafter called the MORTGAGEE,

CONVEYANCE RECORDED SEP 22 11 2 AM 73 FEDERAL AVIATION ADMINISTRATION

J 3 7 5 4

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 N 74676

Manufacturer's serial number 1172

B24680

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

Spare parts & Equipment used in the operation 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 1973 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 1977.

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.

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 his hand and seal on the day and year first above written.

Jacelyn Allare

Name of mortgagor ANTILLES AIRBOATS, INC.

Signature(s) *(in ink)* Charles E. Bennett
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

State of _____

County of _____

(SEAL)

On this _____ day of _____, 19____, 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 _____

_____
(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)*)

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

S 9 8 9 4 5

CONVEYANCE RECORDED

MAR 30 11 16 AM '77

FEDERAL AVIATION ADMINISTRATION

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

whose address is *(Number, street, city, zone, and State)* Seaplane Ramp Veterans' Drive 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 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 N74676

Manufacturer's serial number 1172

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.

CRB

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.

MAR 22 9 77 8 00005.00RA

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.

T C Kelly

Name of mortgagor ANTILLES AIRBOATS, INC.

Signature(s) *(in ink)* Conan A 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 Virgin Islands

County of St. Thomas

(SEAL)

On this 15th day of March, 1977, 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)*)

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

A 0824 73

MAY 11 1978

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION

APPLICATION FOR AIRCRAFT REGISTRATION

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.
N 74676 USA	Grumman G-21A	1172

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.)
WEST SEAPLANE Ramp
Seaplane Ramp, Veterans Drive

CITY	COUNTY	STATE	ZIP CODE
Christiansted St. Croix St ~~Thomas~~	St. Croix	Virgin Islands	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
Charles R Beaird	President	8/2/73

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)

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AUG 10 3 18 PM '73

OKLAHOMA CITY, OKLA.

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

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY.

A 09144

CONVEYANCE RECORDED
AUG 24 8 02 AM '73
AVIATION ADMINISTRATION

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

AIRCRAFT MAKE AND MODEL: Grumman G-21A

MANUFACTURER'S SERIAL NUMBER	NATIONALITY & REGISTRATION MARKS
1172	U.S.A. N74676

DOES THIS 6th DAY OF July 19 73 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.
Seaplane Ramp
Veterans Drive
St. Thomas, U.S. Virgin Is. 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		AABI

IN FAVOR OF

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 6th DAY OF July 19 73

SELLER

SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)	NAME(S) OF SELLER (TYPED OR PRINTED)
By:	President	Alaska Airlines, Inc.
O. F. Benecke		

AUG 10 3 03 PM
CK 0005.00A
RC

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

AUG 10 3 18 PM '73

OKLAHOMA CITY, OKLA.

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 47676 94676	GRUMMAN G21-A	1172

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).)*

merger name change

Alaska Airlines, Inc.

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
Peterson	Exec Vice Pres Oprns & Maintenance	4/11/68

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 47 PM '68

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

49

FEDERAL AVIATION AGENCY

CROSS-REFERENCE—RECORDATION

(Space for release stamp)

AIRCRAFT N—

SEE RECORDED CONVEYANCE

INSTRUMENT X031021

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~~: The 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)

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

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 74676	Grumman G-21A	1172

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]	Vice 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.*

AIRCRAFT BILL OF SALE

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

MICROFILM CODE

1C JC

For and in consideration of $1.00 and 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
1172	N-74676

does this 16th day of June 1966, 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

M027280

DOC. RECORDED
JUL 9 1 11 PM '66
FAA
AIRCRAFT REGISTRY

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 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 72 92 0005 00EA

GPO 824-397.

2E

P 2 0 5 0 9

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

DOC. RECORDED

RELEASE

DEC 13 1 44 PM '65

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

FEDERAL AVIATION AGENCY

AIRCRAFT MAKE Grumman G 21 A	
AIRCRAFT SERIAL NUMBER 1172	FAA REGISTRATION NUMBER N 74676

The mortgage dated July 28, 1958, was executed

by Ellis Air Lines, (Mortgagor),

to Miners & Merchants Bank, (Mortgagee),

and assigned to _____.

This mortgage was recorded by the Federal Aviation Agency on December 29, 1959,

and was assigned document number A102491.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage

on November 5, 1965.

National Bank of Alaska, Ketchikan Branch
Formerly Miners and Merchants Bank

Name of Mortgagee or Assignee

Signature (In ink) John Ritchie, Jr

Title Vice President

ACKNOWLEDGMENT

State of Alaska

County of _____

on this 5 day of November 1965 before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Edward R Rasmussen
Notary public (In ink)

My commission expires 10/27/68

NOV 15 1965

USComm-DC 21671-P

Form FAA-506 (Part 2) (9-58)

FEDERAL AVIATION AGENCY

Washington 25, D. C.

December 29, 1959

Miners & Merchants Bank

Ketchikan, Alaska

Gentlemen:

MORTGAGOR: Ellis Air Lines

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

This mortgage dated July 28, 1958 was recorded on December 29, 1959 as document number A102491, against aircraft registration number(s) N74676.

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

The release should be signed in ink by the mortgagee or the assignee, acknowledged by the signer before a notary public, and submitted to this office for recording.

There is no fee for the recording of a release.

Sincerely yours,

Robert E. Forbes

Robert E. Forbes
Chief, Aircraft and Airman
Records Branch

cc: Ellis Air Lines

FORM FAA-500 (PART B) (6-59) 36 OCT 9 1962 Form Approved Budget Bureau No. 41-R889.4

FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION

[redacted]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— 74676

AIRCRAFT MAKE AND MODEL

GRUMMAN G-21A

CHECK WHETHER OWNERSHIP IS

☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

SERIAL NO.

1172

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) [signature]

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

10/1/62

DATE OF APPLICATION

TITLE Vice President-Admn. & Finance

[redacted]*he 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.*

OCT 11 1962

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy. 38

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

34 OCT 8 1962

FEDERAL AVIATION AGENCY

BILL OF SALE

C 0 4 3 8 4

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
1172	N— 74676

RECORDED

does this 1st day of October OCT 9 62 07 PM '62

hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

FEDERAL AVIATION AGENCY

(Name and address of purchaser—same as on Parts A and B of the C-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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
Chattel mortgage	$175,000.00	7/28/58
IN FAVOR OF		
Miners and Merchants Bank of Ketchikan, Ketchikan, Als.		

In testimony whereof I have set my hand and seal this 1st day of October 19 62

NAME OF SELLER Ellis Air Lines

BY (SIGN IN INK) J. T. Sherman
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT

State of Alaska

~~County of~~ 1st Judicial Division

On this 1st day of October 19 62 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his ~~free act~~ and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

My Commission Expires Nov. 27, 1965

MY COMMISSION EXPIRES

NOTARY PUBLIC

FORWARD THIS COPY TO WASHINGTON— Retain Duplicate Copy.

CORRECTED 6/27/49

Form ACA-500.1
(9-47)

PART 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 74676	Grumman	1172

4. Ellis Air Lines
NAME OF OWNER

5. Box 1059
ADDRESS OF OWNER NUMBER STREET

Ketchikan, 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 on International Civil Aviation dated December 7, 1944, and with the Civil Aeronautics Act of 1938, as amended.

To be executed by Aircraft Records Section, Washington, D. C. Ow

DATE OF ISSUE: Aug. 5, 1947 BY DIRECTION OF THE ADMINISTRATOR: 6-29-49

trw

George W. Haldeman

DIRECTOR, AIRCRAFT SERVICE

U. S. GOVERNMENT PRINTING OFFICE 16—57432-1

11-13-53

SEXTUPLICATE — CUSTOMER

FIRST

A 102491

CHATTEL MORTGAGE OF CIVIL AIRCRAFT OF THE UNITED STATES

[WASHINGTON FORM]

No.

DOC. RECORDED

THE UNDERSIGNED, address set forth below his signature, herein called "Mortgagor," mortgages to MINERS AND MERCHANTS BANK OF KETCHIKAN, County of Ketchikan, ~~State of~~ Alaska, herein called "Mortgagee," that certain Civil aircraft of the United States described as follows:

DEC 29 1 18 PM '59

FEDERAL AVIATION AGENCY

Manufacturer of Aircraft: Type Grumman 21 A

Model of Aircraft: (Year) (Model)

Manufacturer's Aircraft Serial Number: 1172

Manufacturer of Engine:

SEE RECORDED DOCUMENT NO. 220509

Model of Engine:

Engine Serial Number:

Aircraft Registration Certificate No. NC: N 74676

Aircraft Airworthiness Certificate No.:

now and to be permanently located at, in the City of Ketchikan, County of Rep. of Alaska, State of, together with all equipment and accessories now or hereafter placed thereon, all of which are included in the term "aircraft" as used herein, to secure the payment, in lawful money of the United States, of the sum of One hundred Seventy-five thousand Dollars ($175,000), with interest, according to terms of promissory note of even date herewith made, executed and delivered by Mortgagor to Mortgagee, the final maturity date of which note is the 1st day of October, 19 3, unless said final maturity date is accelerated in accordance with the terms of said note and this mortgage.

All extensions and renewals of said note, also all costs expended or incurred by Mortgagee in taking possession, repairing, storing and returning said aircraft to the situs above referred to, together with interest thereon at the rate set forth in said note, are also secured hereby.

Mortgagor covenants, warrants and agrees during the life of and as a part of this mortgage as follows:

1. To pay the indebtedness secured hereby as and when the same shall become due in strict accordance with the terms and conditions of said note, all renewals and extensions thereof, and this mortgage.

2. To pay immediately, as and when the same shall become due, all taxes, liens or other charges levied or imposed upon said aircraft, and upon request of Mortgagee, to furnish Mortgagee evidence of payment thereof.

3. To keep said aircraft insured for the full insurable value thereof against such risks, in such form and with such insurance company or companies as may be acceptable to Mortgagee (covering both Mortgagee and Mortgagor) with loss under each policy payable first to Mortgagee up to amount of obligation secured, balance, if any, to Mortgagor; to deliver all policies and renewals to Mortgagee; to pay in advance all premiums and costs of said insurance and exhibit to Mortgagee evidence of payment.

4. To at all times keep said aircraft airworthy, in good flying order and repair, and from time to time to make all needful and proper repairs, renewals, replacements, additions and improvements thereto.

5. To at all times fully comply with all statutes, ordinances, rules and regulations, whether federal, state or municipal, having application to said aircraft or Mortgagor's use of the same.

6. That should Mortgagor fail: (a) to pay any taxes, liens or other charges levied or imposed on said aircraft; or (b) to provide the insurance called for hereinabove or pay the premiums thereon; then Mortgagee, without waiving any right or remedy given in this mortgage for any such breach, may at its option (but is not required) make any such payment, provide any such insurance, and pay any such premium, all for the account and benefit of Mortgagor, and all such expenditures shall be secured by this mortgage, immediately repaid by Mortgagor, and will draw interest at the highest rate allowed by law from the date or dates of advancement.

7. That Mortgagor: (a) is over the age of 21 years; (b) is and will remain a citizen of the United States; and (c) is the sole owner of the aircraft described in this mortgage.

8. That this mortgage is and will remain a first, prior, and the sole lien or encumbrance upon said aircraft; that Mortgagor has good and lawful authority to mortgage said aircraft as provided in and by this mortgage; that Mortgagor will forever warrant the title to said aircraft against the claims and demands of all persons whomsoever and will provide Mortgagee promptly upon demand with all of the documents, proofs and instruments governing title to said property which Mortgagee may request.

9. That Mortgagor will neither use nor permit said aircraft to be used for any unlawful purpose, nor will he ~~use or permit (directly or indirectly) the use of said aircraft for hire or for public transportation, nor rent out said~~ aircraft.

10. That Mortgagor will not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of, or encumber said aircraft or any part thereof, or remove said aircraft or permit the same to be removed from the county where said aircraft is permanently located, as set forth in this mortgage, for any period in excess of 10 days, without the written consent of Mortgagee first obtained.

11. That Mortgagor will house said aircraft in a suitable shelter, will not abandon it, and will exhibit it to Mortgagee on demand.

12. That if, from any cause, there shall be a substantial decrease in the value of said aircraft, Mortgagor will furnish such further security as may be required by Mortgagee in order to offset the said decrease in value.

13. Service of any notice or demand upon Mortgagor will be deemed made the day following its deposit in United States mails in a properly stamped envelope addressed to Mortgagor at the address set forth below his signature hereto.

Time is declared to be of the essence hereof, and in the event, at any time during the life of this mortgage (and any extensions or renewals thereof): (a) Mortgagor fails to keep and perform any of the covenants and agreements herein set forth to be kept and performed by Mortgagor; or (b) Mortgagor shall do or perform or permit to be done or performed any of the acts or things which Mortgagor has covenanted and agreed not to do or permit to be done; or (c) said aircraft be seized or levied upon; or (d) there be any act of insolvency by Mortgagor, the appointment of a receiver or liquidator, whether voluntary or involuntary, for Mortgagor or for any of Mortgagor's property, or the filing of a petition by or against Mortgagor under the provisions of any state insolvency law or under the provisions of the Bankruptcy Act of 1898, as amended, or the making by Mortgagor of an assignment for the benefit of creditors of Mortgagor; ~~THEN,~~ IN ANY OF SUCH EVENTS, the entire indebtedness hereby secured shall become immediately due and payable at the option of Mortgagee, without notice of any kind, and Mortgagee shall have the right to sue for and collect the full amount due under the terms of said note and this mortgage (and all renewals and extensions thereof) and further, shall have the right to foreclose the lien of this mortgage (or any renewal or extension thereof) upon said aircraft in any manner provided by law. Mortgagee's failure at any time to exercise any of its rights under this paragraph shall not constitute a waiver thereof.

In the event of sale of said aircraft, either under foreclosure proceedings or by consent of Mortgagor, the proceeds of the sale (whether the sale is public or private) shall be applied upon the entire amount remaining unpaid upon said note and this mortgage (and all renewals and extensions thereof), and upon costs and attorney's fees. If said proceeds are not sufficient to pay said entire amount, Mortgagee may take judgment against Mortgagor for the deficiency, but if said proceeds are more than sufficient to pay the entire amount the overplus shall be paid to Mortgagor. Mortgagee may become a purchaser at any such sale.

In the event of foreclosure under statutory notice and sale Mortgagee may charge against Mortgagor and deduct from the proceeds of the sale the costs of said sale, including the expense of any bond or indemnity required by the sheriff in making such sale and an attorney's fee in a sum equivalent to ten per cent (10%) of the amount for which foreclosure is brought. In case suit is instituted to collect said note, or any portion thereof, or to foreclose this mortgage (or any renewal or extension thereof) Mortgagor agrees to pay such additionad sums as the court may adjudge reasonable as attorney's fees. The venue of any suit or action upon said note or upon this mortgage, at the option of Mortgagee, may be maintained in County, State of Washington.

No transfer, renewal, extension or assignment of this mortgage and said note or any interest therein, or loss or injury or destruction of said aircraft shall release Mortgagor from his obligations hereunder. Mortgagor agrees that this mortgage and said note may be assigned by Mortgagee, and when assigned, assignee shall be entitled to all of the rights and remedies of Mortgagee.

No waiver by Mortgagee of any breach or default of or by Mortgagor, whether under the terms of aforesaid note or of this mortgage, shall be deemed a waiver of any other or subsequent breach or default.

Mortgagor may retain possession of said property provided no breach or default has been made in any of the covenants and conditions hereof, or contained in said promissory note.

(BALANCE OF MORTGAGE, SIGNATURES, ACKNOWLEDGMENTS ON THE REVERSE HEREOF)

NBC Form 626

All remedies herein specified shall be considered as optional with Mortgagee, and cumulative, and not as a waiver of any other right or remedy which would otherwise exist in law or in equity for the enforcement of this mortgage, or the collection of the indebtedness secured hereby.

This mortgage is binding on the heirs, executors, administrators, successors and assigns of the parties hereto. If there is more than one mortgagor their obligations hereunder shall be joint and several.

EXECUTED this 28th day of July, 19 58

INDIVIDUAL MORTGAGORS SIGN BELOW

Address ..... Address .....

Address ..... Address .....

Address ..... Address .....

CORPORATE MORTGAGOR SIGN BELOW

(Affix Corporate Seal)

Attest N. V. Gerde

Its .....

Ellis Air Lines

By R. E. Ellis

Its President

Address 1287 Tongass Avenue

Ketchikan, Alaska

NOTARIAL ACKNOWLEDGMENT
[INDIVIDUAL]

STATE OF WASHINGTON } ss.
County of .....

On this day personally appeared before me

....., ..., ...,
....., ..., ...,

to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that ....he.... signed the same as ..... free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal this ..... day of ....., 19.....

(Notarial Seal)

Notary Public in and for the State of Washington, residing at .....

AFFIDAVIT OF GOOD FAITH
[INDIVIDUAL]

STATE OF WASHINGTON } ss.
County of .....

Each of the undersigned, being first duly sworn, on oath deposes and says: that he is one of the mortgagors within named, and that this mortgage is made in good faith, and without any design to hinder, delay or defraud creditors.

(Sign Below)

....

....

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

(Notarial Seal)

Notary Public in and for the State of Washington, residing at .....

NOTARIAL ACKNOWLEDGMENT
[CORPORATE]

United States of America
~~STATE OF WASHINGTON~~ }
Territory of Alaska } ss.
~~County of~~ .....

On this 28th day of July, 19 58 before me personally appeared R. E. Ellis and N. T. Gerde to me known to be the President and Secretary of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Lester O. Gore

~~Notary Public in and for the State of Washington,~~ residing at .....

Notary public for Alaska.

My commission expires Jan 5, 1959

AFFIDAVIT OF GOOD FAITH
[CORPORATE]

United States of America
~~STATE OF WASHINGTON~~ }
Territory of Alaska } ss.
~~County of~~ .....

The undersigned and each of them, being first duly sworn, on oath depose and say that they are respectively the Pres. of Mortgagee and President of the corporate mortgagor above named, that they are duly authorized to make and do make this affidavit for and on behalf of said corporate mortgagor, and that this mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

R. E. Ellis

R. E. Ellis

Subscribed and sworn to before me this 28th day of July, 19 58

(Notarial Seal)

Lester O. Gore

~~Notary Public in and for the State of Washington,~~ residing at .....

Notary public for Alaska.

My commission expires Jan 5, 1959

This certifies that the within instrument was filed for record in the office of the KETCHIKAN RECORDING DISTRICT No. 2847 and recorded on the 4th day of July, 1958 at 3:30 o'clock P M in Vol. 3 of Chattels at page ..... of the record of said office at Ketchikan, Alaska.

Signed O. M. Brim Recorder

WASHINGTON AIRCRAFT REGISTRATION RECORDS FAA DEC 11 4 27 PM '59 WASHINGTON, D.C.

and

MORTGAGEE

Mortgagee

489135

RELEASE

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

Mfr. of Aircraft	Grumman	Mfr. of Engine	Pratt & Whitney
Model	G-21A 1943	Model	AN-6
Mfr.'s Serial No.	1172	Serial No.	L-8175; R-5782

Civil Aeronautics Administration Identification Mark NC 74676

Said mortgage on the above aircraft bears the date of September 10, 1947, 19__, was executed by ELLIS AIR LINES, INC. (Mortgagor) to Seattle-First National Bank (Mortgagee) and is the principal amount of $ 20,000.00. This mortgage was recorded with the Civil Aeronautics Administration on Sept. 24, 1947, and was given document No. 355017

I hereby certify and acknowledge that all indebtedness secured by such mortgage has been paid to me in full on the 1 day of August, 1949, and said mortgage is hereby satisfied and released.

SEATTLE-FIRST NATIONAL BANK (SEAL)
Signature of Mortgagee or Assignee
or Name of Corporation

By [signature]

Title Assistant Vice President

RECORDED
WASHINGTON, D. C.
DEC 28 11 29 AM '49
CIVIL AERONAUTICS ADMINISTRATION

DEC 22 8 21 AM '49
MAIL ROOM
WASHINGTON
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMN.

ACKNOWLEDGMENT

STATE OF WASHINGTON (
COUNTY OF KING (ss.

(INDIVIDUAL OR PARTNER)

On this _____ day of _____, 19__, before me personally appeared the above named mortgagee or assignee to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

(CORPORATION)

On this 19 day of December, 1949, before me appeared R. S. Beaupre, to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of the Seattle-First National Bank corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said Assistant Vice President acknowledged the foregoing instrument to be the free act and deed of said corporation.

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

F. O. Powell
Notary Public

My commission expires 10-18, 1951
(SEAL)

30639

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON 25

Form ACA 506
(Revised 8-2-46)

Ref. No. A-300

Date: September 26, 1947

Seattle First National Bank

Seattle 14, Washington

Gentlemen:-

MORTGAGOR: Ellis Air Lines

This will acknowledge receipt of the aircraft mortgage submitted by you for recording by the Civil Aeronautics Administration, and identified on its records as follows:

This mortgage dated September 10, 1947, affecting aircraft having Registration No. 74676, was entered on the records of the Administration September 24, 1947 as Document No. 355017

When the mortgage is paid or satisfied, the instrument given to evidence the release or satisfaction thereof and transmitted to the Administration for recording should contain the above document number to insure identification of the mortgage released.

An appropriate form of release for our records will be found on the reverse of this letter.

IMPORTANT. If the release is executed on behalf of a corporation, the corporate seal must be affixed. In the event there is no corporate seal, a statement to that effect should be made, for example, "No seal."

The inapplicable words under the name of the person or organization executing the release should be stricken. Thus, if it is executed by an assignee, the words, "Mortgagee or" and "or name of Corporation" should be stricken. The lines "By" and "Title" are to be filled in only if the release is executed on behalf of a corporation. In that event, they should contain the signature and official title, respectively, of the party executing the release.

Very truly yours,

Charles F. Dycer, Jr.

Charles F. Dycer
Chief, Aircraft and Components Service

20629

(DUPLICATE)

FORM ACA-500
(3-46)
PART A

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

REGISTRATION CERTIFICATE

1. REGISTRATION NO. **74676**

2. AIRCRAFT MAKE **Grumman**

3. SERIAL NO. **1172**

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. NAME **Ellis Air Lines**

5. ADDRESS: STREET NUMBER

Ketchikan, Alaska

CITY ZONE STATE

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.

FORWARD TO WASHINGTON

TO BE EXECUTED BY CERTIFICATION AND RECORDATION SECTION, WASHINGTON, D.C.

ISSUED **August 5, 1947**

jmn AUG 6 1947

BY DIRECTION OF THE ADMINISTRATOR:

Charles F. Green

DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

MILRO

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

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 condition 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.

RELEASED BY
DOC. 489135

355017

RECORDED
WASHINGTON, D. C.
SEP 24 2 21 PM 1947
CIVIL AERONAUTICS
ADMINISTRATION

CHATTEL MORTGAGE ON AIRCRAFT
AND PERSONAL PROPERTY
OF
ELLIS AIR LINES, INC.,
A CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That ELLIS AIR LINES, INC., a corporation doing business in the Territory of Alaska (hereinafter referred to as Mortgagor), for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and mortgage unto SEATTLE-FIRST NATIONAL BANK, a national banking association, with its Main Office at Second Avenue and Cherry Street, in Seattle, King County, Washington, its successors and assigns, (hereinafter referred to as Mortgagee), the hereinafter described aircraft principally hangared by Mortgagor on the premises occupied by Mortgagor in Ketchikan, Ketchikan Precinct, Territory of Alaska, and used by Mortgagor in the conduct of Mortgagor's business:

DESCRIPTION OF AIRCRAFT MORTGAGED

Mfg. of Air-Craft	Model of Aircraft	Mfg. Serial Number	Mfg. of engine	Model of engine	Serial No. of Engine	Civil Aeronautics Authority Identification No.
Grumman	G-21A 1943	1172	2 Pratt and Whitney Wasp Junior	AN-6	Left 8175 Right 5782	NC 74676

This mortgage shall also include any accessories, parts or equipment now upon or attached to or hereafter during the life of this mortgage placed upon or attached to said aircraft.

REMITTANCE 4.00
$ applied on
this Certificate.
S/C No. 5587

This mortgage is given to secure the payment of the sum of Twenty Thousand Dollars ($20,000.00), plus interest, according to the terms and provisions of that certain promissory note of even date herewith, made, executed and delivered by Mortgagor to Mortgagee in the principal sum of Twenty Thousand Dollars ($20,000.00), which note provides for interest upon the unpaid balance thereof at the rate of 4% per annum on 75% of the outstanding indebtedness and 6% per annum on 25% of the outstanding indebtedness from date until paid, and provides for payment in installments as follows: $5,000.00 or more, plus interest, on October 30, 1947, and the balance in quarterly installments of $2143.00 or more, plus interest, first such quarterly installment due and payable January 30, 1948, and final installment due and payable July 30, 1949. This mortgage shall also secure the payment of all renewals or extensions of the whole or any part of said promissory note.

Mortgagor also hereby covenants and agrees with Mortgagee as follows:

1. All loans secured hereby are obtained by the representations herein, and this mortgage is intended to secure the prompt and faithful performance of each agreement of the Mortgagor herein contained in connection with the indebtedness to secure which this instrument is executed, and the payment of any sums expended or advanced by Mortgagee for the maintenance or preservation of the property mortgaged hereby or in enforcing his rights hereunder.

2. Mortgagor is the absolute owner of the aircraft and accessories and other personal property hereby mortgaged and is in possession thereof, and the same is free and clear of all liens, incumbrances and adverse claims whatsoever.

3. Mortgagor will pay, before delinquency, all taxes levied against the mortgaged property, and will not permit or suffer any liens or charges to attach against said property, or any part thereof; will keep the same in good state of repair; will keep this mortgage a first and only lien thereon; and will not use said property nor permit its use for any unlawful purpose, or in any unlawful manner. It is agreed that the aircraft and aircraft equipment mortgaged hereby will be used by Mortgagor in connection with its airline operations in the Territory of Alaska. Mortgagor will not move or use the property hereby mortgaged other than over its routes of regular operation for any period in excess of ten (10) days, without first obtaining the written consent of Mortgagee.

4. Mortgagor will keep the mortgaged property continuously insured in companies acceptable to Mortgagee against any hazards designated from time to time by Mortgagee, including full ground and flight coverage for all aircraft and fire and theft on property mortgaged hereby in an amount equal to the full insurable value thereof, or to all sums secured hereby, with mortgage clause in favor of Mortgagee, will deliver the policies and receipts showing payment of premiums to Mortgagee, and hereby gives Mortgagee, in the event of loss, full power to collect any and all insurance upon said property and to retain therefrom all sums due hereunder. Mortgagee accepts no liability whatsoever for any loss that may occur by the omission of any of such forms of insurance.

5. Time is of the essence of this mortgage, and in the event of any default in the payment of principal, interest, taxes, insurance premiums or other charges secured by this mortgage, or in the performance of any covenant or condition hereof, or of the falsity of any representation by Mortgagor herein, or if the Mortgagee believes that the mortgaged property is being or will be wasted, injured, destroyed, lost or removed, or feels insecure, or if the property should be seized or levied upon under mesne or final process had against the Mortgagor, the entire debt hereby secured shall at Mortgagee's option become immediately due and payable without notice, and give immediate right of foreclosure without notice. No waiver of any breach or extension as to any covenant hereof shall be deemed or shall apply such as to any other or subsequent breach of covenant.

6. Mortgagee may, at its option, pay any tax, assessment, insurance premium, expenses and repairs, or other charges payable by Mortgagor, and any amount so paid, with interest thereon at the rate of 12% per annum from date of payment until repaid, shall be repayable by Mortgagor on demand, and shall also be secured by this mortgage, without waiver of any right arising from breach of any of the covenants hereof.

7. In the event Mortgagee pays or advances funds for the protection or preservation of the security of this mortgage, including without limitation attorneys fees or other costs incurred in connection with the discovery or taking possession, retrieving, repairing, rehabilitating or storing said property, such payment or advances shall be added to the unpaid principal of the promissory note secured hereby and shall become immediately due and payable with interest at the hereinabove mentioned rate per annum, and Mortgagee shall have the right upon receipt of any installment or payment due under the terms of said note and this mortgage to apply the same first in satisfaction of such payment or advance; second to the satisfaction of any unpaid interest, and third, the balance of said installment in payment of principal, and should there be a deficiency in the amount of any installment or payment after the application of said payment or advances as in this paragraph provided, such deficiency shall be payable forthwith and the failure on the part of the Mortgagor to pay or satisfy the same shall accelerate for immediate payment the entire unpaid balance of said obligation and Mortgagee may exercise such right or rights as are reserved to Mortgagee under the terms of this mortgage.

8. No waiver of any of the terms or conditions of this mortgage shall be deemed to have been given by Mortgagee unless the same be in writing and signed by Mortgagee, and Mortgagor further agrees that this mortgage contained the entire agreement entered into with Mortgagee.

9. In the event any note secured hereby is referred to attorneys for collection in whole or any part thereof or in the event suit is instituted to recover said principal or interest, or any part thereof, or to foreclose this mortgage or to protect or defend the security of this mortgage, Mortgagor promises to pay, in addition to the costs provided by law, a reasonable sum as an attorneys' fee.

Mortgagee is hereby authorized, in the event of the breach of any of the terms hereof by Mortgagor, to enter any premises of Mortgagor, or other place where the property may be, and take possession of the property, without notice or demand and without legal proceedings, and in addition to the other remedies herein provided, Mortgagee is authorized at its election to sell said property at public or private sale and apply the proceeds upon the indebtedness secured hereby. In the event of foreclosure under statutory notice and sale, Mortgagee shall have the right to charge against Mortgagor, and Mortgagor agrees to pay, as a part of the costs of said sale, the expense of any bond of indemnity required by the Sheriff, or other proper public officer, in making said sale, as well as any and all other expense connected with said sale, and a reasonable attorneys' fee. At any sale hereunder Mortgagee shall have the right to become a purchaser. Mortgagor promises to pay any deficiency remaining after the application of the proceeds of any sale, public or private, upon the indebtedness hereby secured.

10. It is understood and agreed that for so long as Mortgagor is not in default hereunder possession of the property mortgaged hereby shall be and remain in Mortgagor.

11. All rights herein conferred upon Mortgagee are intended to be cumulative merely and not exclusive of any other rights or remedies which Mortgagee may have. Any assignee of this mortgage shall have all the rights and remedies of Mortgagee.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its officers thereunto duly authorized at Ketchikan, Alaska, this 10th day of Sept, 1947.

ELLIS AIR LINES, INC.
a corporation

By P. C. Ellis
Its President

J. F. Sherman
Its Vice President

WITNESSED BY:

E. J. Funk

L. A. Bolding

TERRITORY OF ALASKA)
) SS
PRECINCT OF KETCHIKAN)

THIS IS TO CERTIFY, That on the 10th day of Sept, 1947, before me, the undersigned, a Notary Public in and for the Territory of Alaska, personally appeared ROBERT E. ELLIS and JOHN L. SHERMAN, to me known to be the President and Vice President, respectively, of ELLIS AIR LINES, INC., and the persons who signed the within and foregoing instrument and who executed the same on behalf of the corporation, and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, all for the uses and purposes therein set forth, and on oath stated that they were authorized to execute and deliver the same on behalf of said corporation, and that the corporate seal affixed is the seal of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first in this certificate written.

NOTARY PUBLIC in and for the Precinct of Ketchikan, Territory of Alaska, residing at KETCHIKAN.

My commission expires: May 16, 1949

TERRITORY OF ALASKA)
) SS
PRECINCT OF KETCHIKAN)

ROBERT E. ELLIS and JOHN L. SHERMAN, being first duly sworn, depose and say: That he is the President and Vice President, respectively, of ELLIS AIR LINES, INC., the Mortgagor above named; that the said mortgage is made in good faith to secure the amount named therein, and without any design to hinder, delay or defraud creditors; and that they are authorized to and do make this affidavit on behalf of said corporation.

Seal

Subscribed and sworn to before me this 10th day of Sept, 1947.

NOTARY PUBLIC in and for the Precinct of Ketchikan, Territory of Alaska, Residing at KETCHIKAN

My commission expires: May 16, 1949

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

H. C. PHILBRICK, being first duly sworn, deposes and says: That he is an Assistant Vice President of SEATTLE-FIRST NATIONAL BANK, the Mortgagee named in the within and foregoing mortgage; that said mortgage is made in good faith to secure the amount named therein, and without any design to hinder, delay or defraud creditors; that affiant makes this affidavit as the Assistant Vice President of said corporation and on its behalf.

H. C. Philbrick

Subscribed and sworn to before me this 17th day of September 1947.

A. R. Jamung
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

My commission expires: Oct. 14, 1947

BTJ:M
8-26-47

FORM ACA-500
(10-23-46)
P[illegible]3

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

R

APPLICATION FOR REGISTRATION

1. REGISTRATION NO.
74676

2. NAME
Ellis Air Lines

3. ADDRESS (*Street and number, city, zone and state*)
KETCHIKAN, Alaska

4. AIRCRAFT
MAKE
Grumman Goose G-21

SERIAL NO.
1172

FORWARD TO WASHINGTON

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 _____ 19____; THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938. (*See Reverse Side*)

Ellis Air Lines
By R. E. Ellis Pres.
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.

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-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.

A 390

FORM ACA-500
(10-23-46)

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

FORM APPROVED
BUDGET BUREAU NO. 41-R889

NO FEE RECEIVED

NOT ACCEPTABLE FOR RECORDING

DATE JUL 9 1947

BY

BILL OF SALE

FOR AND IN CONSIDERATION OF $ Ten Dollars, THE UNDERSIGNED OWNER DOES HEREBY SELL THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Grumman Goose, G-21	1172	74676

DOES THIS 24th DAY OF June, 19 47 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER

Ellis Air Lines

ADDRESS OF PURCHASER *(Street and number, city, zone and state)*

Ketchikan, Alaska

TO their 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	AMOUNT	DATE
None	None	None

IN FAVOR OF

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 24th DAY OF June, 19 47

SIGNATURE OF SELLER

X Joseph R. James

TITLE OF SELLER

Joseph R. James

FOR *(Name of corporation, partnership)*

Sole Owner

RECEIVED
AUG 1 11 30 AM 1947
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON, D.

340643

FORWARD TO WASHINGTON

ACKNOWLEDGMENT

STATE OF California

COUNTY OF Los Angeles

ON THIS 24th DAY OF June, 19 47

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

Helen Burland

Seal

MY COMMISSION EXPIRES

March 17, 1951

READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

PART C - BILL OF SALE

TO PURCHASER: It is your responsibility to determine at time of purchase of aircraft that chain of title to you is in order (from last registered owner and all intervening owners 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, shall 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 AFFECTING 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.)

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

N

(DUPLICATE)

FORM ACA-500
(10-23-46)
F[redacted]A

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

REGISTRATION CERTIFICATE

1. REGISTRATION NO. 74676

2. AIRCRAFT MAKE: Grumman Goose, G-21

3. SERIAL NO. 1172

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. Joseph R. James
NAME

5. LeClaire Hotel
ADDRESS: STREET NUMBER

Moline Illinois
CITY ZONE STATE

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.

FORWARD TO WASHINGTON

TO BE EXECUTED BY CERTIFICATION AND RECORDATION SECTION, WASHINGTON, D. C.

DATE ISSUED
[redacted] MAR 31 1947

BY DIRECTION OF THE ADMINISTRATOR:
Charles F. Dyer
DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

N.P.

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

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 condition 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.

WALA D-108
O & M 12/9/46

303833 mf

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 Surplus Property Act of 1944:

1 - **Grumman Airplane, Model JRF-6B, Manufacturer's Ser.No.1172, Identification No. 66333**

For and in consideration of the sum of **Nine thousand three hundred and forty-seven dollars** (**$9,347.00**), cash in hand paid, receipt of which is hereby acknowledged, 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 **Joseph R. James**, whose address is **Le Claire Hotel Moline, Illinois**, its (or his) successors and assigns, to have and to hold all and singular the said aircraft forever.

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 of the Seller hereunder is limited to the purchase price of said property sold. 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 **11th** day of **February**, 1947.

UNITED STATES OF AMERICA
BY WAR ASSETS ADMINISTRATOR

By Worth Brewer

WORTH BREWER
ASSISTANT CHIEF
AIRCRAFT DIVISION

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this **17th** day of **February**, 1947, before me appeared **Worth Brewer**, to me personally known, who being by me duly sworn, says he is **Assistant Chief, Aircraft Division** for War Assets Administration, that said instrument was signed in behalf of said agency pursuant to authority of its Board of Directors, and said **Worth Brewer** 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.

Notary Public for: STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

My Commission Expires: **Dec. 19, 1950**

WALA Form D-15
(Previously SWPD-DP-1316)
O & M 8/8/46

WAR ASSETS ADMINISTRATION
AIRCRAFT DISPOSAL DIVISION

Release of Custody of Aircraft

Pursuant to Agreement for Storage and Service, entered into between the War Assets Administration and [illegible], [illegible], Calif.
Name and Address of Contractor

_____, said Storage Contractor hereby surrenders, free and clear of any and all liens, at [illegible] Ontario, Calif.
Location

at 1100 (?) (Hour) on February 11, 1947 (Date) the aircraft identified below:

Aircraft: Cruisair (Make) | [illegible] (Service Model) | [illegible] 03553 (Service Iden. No.)
1178 / 74676 (Mfgr. Serial No.)
Mfgr. Model (If available)

Engine: Pratt & Whitney (Make) H.P. | R-2800-[illegible] (Service Model) | 19303 19963 (Service Ser. No.)
8178 6782 (Mfgr. Serial No.)
Mfgr. Model

Released to: Joseph [illegible]
[illegible]
Joliet, Illinois

Old aircraft accepted Jan. 20, 1947.
10% paid down $934.70 in LA office
Balance accepted here $8412.30

total amount purchase price
$9347.00
No sales tax charged for out of state purchase, as instructed by Carlson this date.

Storage Contractor (Authorized Sig.)

Release Certified By:

WAA Supervisor

The undersigned hereby acknowledges receipt from the War Assets Administration of the above described aircraft.

February 11 (Date) 1947, _____ (Purchaser)