

FORM APPROVED  
BUDGET BUREAU NO. 04-R078-2  
UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK  
FOR FAA USE ONLY.

N 59551 <sup>40-1</sup>

**AIRCRAFT BILL OF SALE**

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

AIRCRAFT MAKE AND MODEL

Grumman G-73

MANUFACTURER'S SERIAL NUMBER

J-5

NATIONALITY & REGISTRATION MARKS

N#-168W

DOES THIS 31st DAY OF March 19 71

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

CONVEYANCE  
RECORDED

APR 8 11 06 AM '71

FEDERAL AVIATION  
ADMINISTRATION

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

**DEALER**  
Combs Aircraft, Inc.  
Hangar #7  
Stapleton International Airport  
Denver, Colorado 80207

PURCHASER

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

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS 31st DAY OF Mar 19 71

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

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

12221

40

RECORDED  
CONVEYANCE  
APR 8 11 06 AM '71  
FEDERAL AVIATION  
ADMINISTRATION

Combs Aircraft, Inc.  
Lanham, MD  
Stapleton International Airport  
Denver, Colorado 80202

THE FOLLOWING INFORMATION WAS OBTAINED FROM THE RECORDS OF THE FEDERAL AVIATION ADMINISTRATION AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AIRCRAFT REGISTRY ACT.

REGISTRATION NO. 12221  
REGISTRATION DATE 12/22/70  
REGISTRATION TYPE CONVEYANCE  
REGISTRATION STATUS ACTIVE  
REGISTRATION CLASSIFICATION AIRCRAFT  
REGISTRATION CATEGORY AIRCRAFT  
REGISTRATION CLASSIFICATION AIRCRAFT  
REGISTRATION CATEGORY AIRCRAFT

APR 5 10 20 AM '71  
OKLAHOMA CITY, OKLA.  
CONVEYANCE FILED WITH  
FAA AIRCRAFT REGISTRY

39-3

# FINANCING STATEMENT & SECURITY AGREEMENT

Motor Vehicles, Equipment, Farm  
Equipment, or Consumer Goods (CHATTEL MORTGAGE)

January 9, 1971  
(DATE)

Westernair of Albuquerque, Inc. P. O. Box 3793, Station D  
(NAME OF DEBTOR) (STREET ADDRESS)

Albuquerque, New Mexico hereinafter called "Debtor," whether one or more, said address  
(CITY AND STATE) being Debtor's place of residence, hereby grants to SECURITY INVESTMENT COMPANY, a Finance Company, Tulsa, Oklahoma, hereinafter called "Company", a security interest pursuant to the Uniform Commercial Code (Oklahoma) in and the following described property:

- Grumman C 73 Mallard Aircraft, Ser. #
- W/Pratt & Whitney R1340 600 H.P. Engines
- Full King Gold Crown Electronics
- Complete DME
- Transponder
- W/all other Equipment
- Executive Interior

FAA REG. #N-168W

6660702  
JAN 28 8 23AM '71  
RECEIVED  
SECURITY INVESTMENT COMPANY  
TULSA, OKLAHOMA

SEE RECORDED  
CONVEYANCE  
NUMBER D57422

together with all similar collateral hereafter acquired, all replacements thereof and all accessories, parts and equipment now and hereafter affixed thereto or used in connection therewith, which property is hereinafter collectively referred to as

"Goods", and is located or will be located at Albuquerque, New Mexico  
(LOCATION ADDRESS)

The property covered hereby (is not or is not to be) (is or is to be) so affixed or related to realty as to become a part

thereof and that if it is to be so affixed, it will be affixed to the following described realty:

If the chief place of business of the Debtor is other than that shown as Debtor's residence, such chief place of business is at

This security interest is given to secure the performance of the covenants and agreements herein set forth and for the payment of an indebtedness in the face amount of FIFTY-THREE THOUSAND SEVEN HUNDRED SEVENTY-ONE & No/100 (\$53,771.00), as evidenced by a promissory note (or notes) executed by Debtor payable to the order of said Company as therein provided and with interest as therein set forth; and for all costs and expenses incurred in the collection of same, including a reasonable attorney's fee and enforcement of Company's rights thereunder; and for the payment of all extensions and renewals of said note (or notes) and all changes in form of said indebtedness which may be from time to time effected by agreement between Company and Debtor; and for all advances made by Company for taxes, levies and repairs to or maintenance of said Goods and for all costs and expenses incurred in the collection of same and enforcement of Company's rights hereunder. This also secures all money heretofore and hereafter advanced by Company to or for the account of Debtor at the option of the Company, and all other present or future, direct or contingent liabilities of Debtor to Company of any nature whatsoever; and for interest on any money expended by Company for taxes, levies and repairs to or maintenance of said Goods, for interest on any money expended for costs and expenses incurred in the collection of said note and the enforcement of Company's rights hereunder.

Proceeds of collateral are also covered; however such shall not be construed to mean that the secured party consents to any sale of such collateral.

The proceeds of the note are to be paid, at the Company's election,  to the Seller of said goods, and Debtor hereby authorizes Company to do so; or,  to the Debtor who will apply the loan proceeds to the payment of the purchase price of the goods within three (3) days from date; or,  to the Debtor.

Debtor warrants, covenants and agrees that:

The property is or is to be used by Debtor primarily (check 1, 2 or 3):  1. In business;  2. For personal, family or household purposes;  3. In Farming operations.

The rights and privileges of Company under this agreement shall inure to the benefit of its successors and assigns. All covenants, representations, warranties and agreements of Debtor contained in this agreement are joint and several if Debtor is more than one and shall bind Debtor's personal representatives, heirs, successors and assigns. If any provision of this agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE. Westernair of Albuquerque, Inc.

SECURITY INVESTMENT COMPANY  
119 East 4th TULSA, OKLAHOMA  
By [Signature]

[Signature] Pres.  
(DEBTOR)

Schedule of Payments	
Five (5) Monthly Installments @ \$1,500.00 beginning Feb. 10, 1971, and One (1) Final Installment @ \$46,271.00 due July 10, 1971.	Tulsa Oklahoma Date Jan. 8 1971
Address <u>119 E. 4th Street</u>	
FOR VALUE RECEIVED at the time or times stated in the Schedule of Payments hereon, I, we, promise to pay to the order of SECURITY INVESTMENT COMPANY <u>FIFTY-THREE THOUSAND SEVEN HUNDRED SEVENTY-ONE AND NO/100---DOLLARS (\$53,771.00)</u>	
at Tulsa, Okla., with interest AFTER MATURITY at the rate of 10% per annum until paid.	
The interest on each installment, and the interest on the balance of the principal sum are to be paid at the maturity of each installment. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at the option of the holder hereof, without notice or demand, said notice and demand being hereby expressly waived.	
The surrender of this note upon payment or otherwise shall not affect the right of company to retain the collateral given as security for this note for such other liabilities of the parties hereto which remain unpaid and owing. All signers, endorsers, and parties to this instrument hereby waive demand, protest and notice of non-payment and agree to all extensions and partial payments before or after maturity and agree to pay all collection charges and if placed in the hands of an attorney for collection after default agree to pay, in addition to the unpaid principal and interest, an attorney's fee	

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**DEBTOR FURTHER REPRESENTS, WARRANTS AND AGREES THAT:**

The statements herein as to Debtor's residence and possession and location of the property specifically described herein are true, and that Debtor has or will acquire absolute title thereto free and clear of all liens, encumbrances and Security Interests except the Security Interest hereby given to Company and other rights, if any, of Company, and Debtor will defend the goods against the claims and demands of all persons;

Without the prior written consent of Company, Debtor will not sell, exchange, lease or otherwise dispose of the goods or any of Debtor's rights therein, or under this agreement, or permit any lien or Security Interest to attach to same except that created by this agreement and other rights, if any, of Company;

Debtor will maintain the goods in good condition and repair but without permitting any lien to affix to the goods as a result thereof, and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of the same and will not permit anything to be done that may impair the value of any of the goods; if Debtor fails to pay such sums, Company may do so for Debtor's account, adding the amount thereof to the other amounts secured hereby;

Debtor will insure the goods with companies acceptable to Company against such casualties and in such amounts as Company shall require; all insurance policies shall be written for the benefit of Debtor and Company as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Company. If Debtor fails to pay the premiums on any such insurance, Company may do so for Debtor's account, adding the amount thereof to the other amounts secured hereby, however; Company is under no obligation or has no duty to pay such premiums. Debtor hereby assigns to Company any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Company any amounts so due. Company is hereby appointed Debtor's attorney-in-fact to endorse any draft or check which may be payable to Debtor in order to collect such return or unearned premiums or the proceeds of such insurance; any balance of insurance proceeds remaining after payment in full of all amounts secured hereunder shall be paid to Debtor;

Debtor will not permit any of the goods to be removed from the location specified herein, and Debtor will promptly notify secured party of any change of Debtor's residence, or in the location of the collateral within the State, and Debtor will not remove the collateral from the county of the Debtor's residence or from the county where the property is to be located as shown herein without the prior written consent of Company, and will permit Company to inspect the Goods at any time;

Debtor will not permit anything to be done that may impair the value of any of the goods or the security intended to be afforded by this agreement;

Debtor will pay all costs of filing any financing, continuation or termination statements with respect to the Security Interest created by this agreement; Company is hereby appointed Debtor's attorney-in-fact to do, at Company's option and at Debtor's expense, all acts and things which Company may deem necessary to perfect and continue perfected the Security Interest created by this Agreement and to protect the goods;

In case any of the representations or warranties of Debtor herein contained shall prove to be false or misleading, or if any proceedings are instituted by or against Debtor under any of the provisions of the Bankruptcy Act or any state insolvency law or for the appointment of a Receiver for Debtor, or if Debtor shall make an assignment for the benefit of creditors, or shall become insolvent, or in the event of the death of Debtor, then, in any such event, Debtor shall be in default hereunder. Thereupon, all sums secured hereby shall become immediately due and payable at Company's option without notice to Debtor, and Company may proceed to enforce payment of the same and to exercise any or all of the rights and remedies provided by the Uniform Commercial Code (Okla.) as well as all other rights and remedies possessed by Company. Whenever Debtor is in default hereunder, Debtor, upon demand by Company, shall assemble the goods and make them available to Company at a place reasonably convenient to both parties.

**FINANCING STATEMENT AND SECURITY AGREEMENT (CHATTEL MORTGAGE)**

FROM DEBTOR

TO SECURED PARTY

STATE OF OKLAHOMA, }  
County

This instrument numbered \_\_\_\_\_ was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_, and recorded in Book \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_

County Clerk.

By \_\_\_\_\_ Deputy

Fees \$ \_\_\_\_\_

Without Recourse  
e received, Pay to the order of

PAID ON	BALANCE
INTEREST	

OKLAHOMA CITY OKLA  
JAN 14 1 44 PM '71  
FAA AIRCRAFT REGISTRY  
CONVANCE FILED WITH



39-1

CORPORATION ACKNOWLEDGMENT

(Oklahoma Form)

STATE OF OKLAHOMA COUNTY OF TULSA, ss:

On this 8th day of January, A. D. 1971, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared Richard Durand to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and of said corporation, for the uses and purposes therein set forth.

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

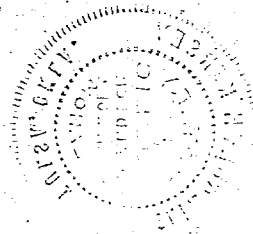
My commission expires 9-20-74

*Suzanne Kelsey*

Notary Public.

FAA AIRCRAFT REGISTRY  
CAMERA NO.1 N DATE: 6-18-90

390



FORM APPROVED BUDGET BUREAU NO. 04-8076.1 **G012671** 38-1

FEDERAL AVIATION AGENCY  
APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)  
 1. Individual  2. Partnership  3. Corporation  4. Co-Owner  5. Government

NATIONALITY AND REGISTRATION MARKS: **N 168W**  
 AIRCRAFT MAKE AND MODEL: **Grumman G-73**  
 AIRCRAFT SERIAL No.: **J-5**

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

ADDRESS (Number and Street; P.O. Box; or Rural Route.)  
**P. O. Box 3793, Station D**

CITY: **Albuquerque** COUNTY: **Bernalillo** STATE: **New Mexico** ZIP CODE: **87110**  
(Arizona)

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

CERTIFICATION

WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached and 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	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	<i>pres</i>	<b>1-8-71</b>
	<i>[Signature]</i>		

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.

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MERO

[Faint, mostly illegible text and lines on a grid background, possibly a registration form or document.]

CONVEYANCE FILED WITH  
FAA AIRCRAFT REGISTRY  
JUN 14 1 45 PM '71  
OKLAHOMA CITY, OKLA.

37-1

**AIRCRAFT BILL OF SALE**

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

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

AIRCRAFT MAKE AND MODEL

Grumman G-73

MANUFACTURER'S SERIAL NUMBER

J-5

NATIONALITY AND REGISTRATION MARKS

N-168W

does this 8th day of January 19 71, hereby sell, grant, transfer, and deliver all rights, title, and interests in and to such aircraft unto:

**NAME AND ADDRESS**

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

WESTERNAIR OF ALBUQUERQUE, INC.  
P. O. Box 3793, Station D  
Albuquerque, Arizona

PURCHASER

MICROFILM CODE

IC JC

JAN 26 8 23 AM '71  
 FEDERAL AVIATION  
 ADMINISTRATION  
 CONFERENCE

660701

*JS*

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED

IN FAVOR OF

in testimony whereof have set hand and seal this day of 19

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.)
		Jack Richards Aircraft Co., Inc.	<i>Jack Richards</i>

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

ANTHONY CALABRO  
 171 1 20 11, 11  
 171 1 20 11, 11

314 2721 0005.002A