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

June 12, 2012

ANTILLES AIR BOATS
VETERANS DR
ST THOMAS VI 00801

Dear Sirs:

You were notified in our letter of March 15, 2011, that the registration of N41881, a SIKORSKY VS-44-A, serial number 4402, had been revoked and the assignment of the registration number would be cancelled no sooner than 60 days from the date of that letter, unless a new application for registration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 N41881 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,

Walter L. Binkley

Walter L. Binkley
Manager, Aircraft Registration Branch, AFS-750

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

U.S. Registration	Temp	I.R.	Manufacturer	Model	Serial Number
N-41881	Yes ☐ No ☒	Yes ☒ No ☐	SIKORSKY	VS-44-A	4402

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*) _____

Official approving the cancellation: Name: S. LYNN TAMPAS	TIME:	DATE: June 12, 2012

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

The above registration has been cancelled and records adjusted accordingly. S. Lynn Tampas	DATE: June 12, 2012

U. S. Department
of Transportation

Federal Aviation Administration

Civil Aviation Registry
Aircraft Registration Branch (AFS-750)
PO Box 25504
Oklahoma City, OK 73125-0504
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE $300
AC Form 1360-42(5/01)(NSN 0052-00-578-0002)

RETURNED TO SENDER

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004236138 MAR 15 2011
MAILED FROM ZIP CODE 73169

Accepted LT Jun/12/2012

FIL
AIRCR
2011 MAR 31 AM 10 47
OKLAHOMA CITY
OKLAHOMA

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

March 15, 2011

ANTILLES AIR BOATS
VETERANS DR
ST THOMAS
VI 00801

Dear Sirs:

The FAA Aircraft Registration Branch (Registry) has received notice that the Certificate of Aircraft Registration for N41881, a SIKORSKY VS-44-A aircraft with serial number 4402, was revoked on September 24, 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 N41881 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 N41881 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,

Walter L. Binkley

Walter L. Binkley
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 SIKORSKY VS-44-A, with serial number 4402, will not be registered at this time.

☐ Please cancel the assignment of N41881, 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

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

March 15, 2011

ANTILLES AIR BOATS
VETERANS DR
ST THOMAS
VI 00801

Dear Sirs:

The FAA Aircraft Registration Branch (Registry) has received notice that the Certificate of Aircraft Registration for N41881, a SIKORSKY VS-44-A aircraft with serial number 4402, was revoked on September 24, 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 N41881 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 N41881 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,

Walter L. Binkley

Walter L. Binkley
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 SIKORSKY VS-44-A, with serial number 4402, will not be registered at this time.

☐ Please cancel the assignment of N41881, 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

SEPTEMBER 24, 1982

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

CERTIFIED - RETURN RECEIPT REQUESTED

ANTILLES AIR BOATS INC
CHRISTIANSTED
ST CROIX, VI 00820

N-41881

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-41881

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

28 070672

ANTILLES AIR BOATS, INC.

SEAPLANE RAMP • VETERANS DRIVE • ST. THOMAS • U. S. VIRGIN ISLANDS • 00801 • PHONE 774-1776

To AC 210

AC 250

N 41881
N 2003
N 328
N 7777V
N 5548A
N 5588V

June, 19, 1972

Department of Transportation
Federal Aviation Administration
Aeronautical Center
P.O. Box 25082
Oklahoma City, Oklahoma 73125

Dear Sirs:

Regarding my change of address from 485 Jefferson Avenue, Brentwood, New York to Antilles Air Boats, Seaplane Ramp, Veterans Drive, St. Thomas, U.S. Virgin Islands 00801.

I have not received any F.A.A. Airworthiness Directives Bi-weekly listings since issue no. 71-21 dated October 13, 1971. Also, no changes to AC 43-13-1 or AC 43-13-2 and revisions to the FAR's.

I would appreciate it very much if you could forward the documents to me at the above address as soon as possible.

Yours truly,

Mark Odiorne

Mark Odiorne,
Chief Inspector

ANTILLES AIR BOATS, INC.

MO:nf

Note in AC 253 address change

FEB 2 1968 73 85 MAR 29 1978

FORM APPROVED: BUDGET BUREAU NO. 04-R076.1 39 21 JUL 1972

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 41881	Sikorsky VS44A	4402

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

Antilles Air Boats, Inc.

ADDRESS *(Number and Street; P.O. Box, or Rural Route.)*
SEAPLANE RAMP VETERANS DR
~~39 Strand Street~~

CITY	COUNTY	STATE	ZIP CODE
CHRISTIANSTED ST THOMAS ~~Christiansted~~	St. Croix	Virgin Islands	00820 00801 20

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
Charles F. Blair	Charles F. Blair President	1-9-68

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

JAN 23 4 17 PM '68

OKLAHOMA CITY, OKLA.

FORM ACA-500 (PART C) (3-56)

1C

U. S. DEPARTMENT OF COMMERCE — CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

M 0 4 2 3 5 2

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

AIRCRAFT MAKE AND MODEL	
Sikorsky VS44A	
SERIAL NO.	REGISTRATION MARK
4402	N41881

CONVEYANCE RECORDED

FEB 2 10 18 AM '68

FEDERAL AVIATION ADMINISTRATION

does this 9th day of January 19 68, hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

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

Antilles Air Boats, Inc.
39 Strand Street
Christiansted, St. Croix
Virgin Islands, 00820

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
Security Agreement	$80,000	December 22, 1967
IN FAVOR OF		
Catalina Air Lines, Inc.		

In testimony whereof we have set our hand and seal this 9th day of January 19 68

NAME OF SELLER Catalina Air Lines, Inc.

BY (SIGN IN INK) Fred L. Austin
(If executed for co-ownership, all must sign)

TITLE Fred L. Austin, Secretary
(If signed for a corporation, partnership, owner, or agent)

ACKNOWLEDGMENT

State of California

County of Los Angeles

On this 9th day of January 1968 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.

Jean L. Wilson
NOTARY PUBLIC

(SEAL)

JEAN L. WILSON
Notary Public - California
LOS ANGELES COUNTY

MY COMMISSION EXPIRES

My Commission Expires Oct. 5, 196

JAN 2 1968

CK 000270 A

FORWARD THIS COPY TO WASHINGTON. Retain Duplicate Copy

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

JAN 23 4 17 PM '68

OKLAHOMA CITY, OKLA.

AFRO

FORM FAA-500 (PART B) (6-59) 14 OCT 20 1963 Form Approved Budget Bureau No. 41-R889.4

FEDERAL AVIATION AGENCY

APPLICATION FOR REGISTRATION 1A

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

Catalina Air Lines, Inc.
3365 Lakewood Blvd.,
Long Beach, California 90808

REGISTRATION MARKS

N— 41881

AIRCRAFT MAKE AND MODEL

Sikorsky
VS-44A

SERIAL NO.

4402

CHECK WHETHER OWNERSHIP IS

☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

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

SIGNATURE OF APPLICANT (IN INK) Catalina Air Lines, Inc.
(If executed for co-ownership, all must sign)
By [signature]

October 23, 1963
DATE OF APPLICATION

TITLE Vice President

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

399 161 60 5205 8

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

Same charge in Crt. CAL I. 10-28-63 ck 4.

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

OCT 28 11 21 AM '63

OKLAHOMA CITY, OKLA.

MICRO

ORIGINAL

C0 7765

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:

DOC. RECORDED

JUL 23 3 22 PM '63

FEDERAL AVIATION AGENCY

AIRCRAFT MAKE: Sikorsky

AIRCRAFT SERIAL NUMBER: 4402

FAA REGISTRATION NUMBER: N 41881

The mortgage dated December 7, 1962, was executed by Avalon Air Transport, Inc., (Mortgagor), to Farmers and Merchants Bank, Long Beach, (Mortgagee), and assigned to -

This mortgage was recorded by the Federal Aviation Agency on Dec. 19, 1962 and was assigned document number CO 7788.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on July 12, 1963

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.

FARMERS AND MERCHANTS BANK
LONG BEACH
Name of Mortgage or Assignee

Signature (In ink) P. E. Johnson

Title Vice President

ACKNOWLEDGMENT

State of California
County of Los Angeles

on this 16th day of July 19 63 before me personally appeared the above-named Mortgagee or Assignedd, 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.

VENTURA CALIFORNIA

(SEAL)

Notary public (In Ink)

My commission expires

MICRO

C 0 2 8 2 7

RELEASE

RECORDED

SEP 12 11 02 AM '62

FEDERAL AVIATION AGENCY

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: SIKORSKY

Aircraft serial number: 4402 FAA Registration: N 41881

The mortgage dated November 27, 1961, was executed by Avalon Air Transport, Inc., (Mortgagor), to FARMERS & MERCHANTS BANK OF LONG BEACH (Mortgagee), and assigned to _____.

This mortgage was redorded by the Federal Aviation Agency on January 3, 1962, and was assigned document number 251929.

I hereby certify and acknowledge that the above-described aircraft was release from the terms of the mortgage on July 25, 1962.

FARMERS & MERCHANTS BANK OF LONG BEACH
Name of Mortgagee or Assignee

Signature (In ink) P. E. Johnson
Title Vice-President

ACKNOWLEDGMENT

State of California
County of Los Angeles

On this 5th day of September 1962 before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the fore-going 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 day and year written above.

(SEAL)

Margaret Brown
Notary public (In ink)

My commission expires _____

MARGARET BROWN
My Commission Expires April 21, 1963

FEDERAL AVIATION
AGENCY--AIRCRAFT
REGISTRATION BRANCH

SEP 10 1 15 PM '62

OKLAHOMA CITY, OKLA.

MICRO

DUPLICATE

LOAN NO. 25 1 9 2 9

AIRCRAFT CHATTEL MORTGAGE

THIS MORTGAGE, made this 27th day of November, 1961, by and between AVALON AIR TRANSPORT, INC., whose address is 3365 Lakewood, Long Beach, Calif. hereinafter called the mortgagor, and FARMERS & MERCHANTS BANK of Long Beach, whose address is 302 Pine Avenue, Long Beach, California, hereinafter called the mortgagee,

DOC. RECORDED

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of FIFTY THOUSAND - FORTY EIGHT and no/100 Dollars ($50,048.00) 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:

JAN 3 10 34 AM '62

FEDERAL AVIATION AGENCY

Manufacturer of aircraft: Sikorsky

Model: VS 44 A, 1943 Serial Number: 4402

Manufacturer of engine: Pratt Whitney

Model: 1830-92 Serial Number:

CAA Identification Mark: N 41881

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

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

The above described aircraft is hereby mortgaged to the mortgagee for the purpose 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 November 27th, 61, executed by the mortgagor and payable to the order of Farmers & Merchants Bank of Long Beach in the aggregate principal sum of $50,048.00, with interest thereon at the rate of seven per centum per annum, from date, payable in installments as follows: installments as herein stated:

The principal and interest of said note is payable in ~~installments of $ each on the day of each successive month beginning with the day of, 19. The last payment is due on the day of, 19.~~ $10,000.00, June 29, 1962; $10,000.00, July 31, 1962; $20,000.00 August 31, 1962 and $10,048, September 30, 1962.

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 indbtedness 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: no exceptions.

(If no liens other than this mortgage indicate "None".)

The terms and conditions of this Chattel Mortgage are as follows:

(1.) The Mortgagor does hereby warrant that he is the sole owner of the aircraft described herein and that there are no liens or encumbrances or adverse claims of any kind whatever thereon or on any part thereof.

(2.) Mortgagor agrees that he will neither use, nor permit said aircraft to be used, for any unlawful purpose; that he will register, use, operate and control the same in accordance with all statutes, laws, ordinances and regulations relating to the registration, use, operation and control of said property.

(3.) The Mortgagor will not, nor will he attempt to, assign, pledge, mortgage, hypothecate or otherwise dispose of said aircraft, or any part thereof, during the terms of said note and mortgage, nor will he remove said aircraft, or permit the same to be removed, from the county where said aircraft is permanently located, as set forth herein, for any period in excess of ten (10) days, without the written consent of the Mortgagee first had and obtained.

(4.) Mortgagor agrees to exhibit said aircraft to Mortgagee upon demand and to keep the said aircraft in as good condition and repair as it now is, ordinary wear and tear excepted, and to house the same in suitable shelter, and to promptly pay all taxes levied or assessed thereon and all liens which may attach thereto. When the service of any notice upon the Mortgagor is necessary or convenient, the same may be had by deposit in the United States mail, postage prepaid, directed to Mortgagor at his address set forth herein.

(5.) Mortgagor agrees to take out, pay for and keep in full force and effect a policy or policies of insurance, in form satisfactory to Mortgagee and issued by an insurance carrier approved by Mortgagee (covering both Mortgagee and Mortgagor) for the hazards of fire, theft and total or partial destruction, and such additional hazards as may be mutually agreed upon by Mortgagor and Mortgagee, and the loss under every such policy shall be paid first to the Mortgagee or its assigns up to the amount of the obligation secured, and the balance, if any, to the Mortgagor; said policy to be in the possession of the Mortgagee until satisfaction of all obligations secured by this mortgage. In the event that Mortgagor should for any reason fail to take out said insurance above referred to, or pay for the same, the Mortgagee may, at the cost and expense of the Mortgagor, take out and pay for such insurance, and any sums advanced therefor shall be added to the principal of said promissory note and secured by this Chattel Mortgage a set forth in paragraph (6) following. Any sums received upon cancellation of any policy may be applied by Mortgagee upon the then remaining balance of any obligation secured hereby.

(6.) Should Mortgagee make any advance or advances or spend any money for the protection or preservation of its security, or should there accrue or be due any collection costs or other obligations arising under this contract, such advance or advances, together with such collection costs or other obligations arising under this contract and unpaid shall be added to the unpaid principal of said promissory note and shall be secured by said mortgage, and such advance or advances and collection costs shall all become immediately due and payable with interest at the hereinabove mentioned rate per annum, payable monthly, and the Mortgagee shall have the right upon receipt of any instalment or payment due under the terms of said note and the mortgage to apply the same, first in satisfaction of any collection costs or other moneys advanced by Mortgagee hereunder; second, to the satisfaction of any unpaid interest, and, third, the balance of said instalment or instalments in payment of principal, and should there be a deficiency in the amount of any instalment or payment after the payment of said costs as in this agreement provided, such deficiency shall be payable forthwith, and the failure on the part of the Mortgagor to pay or satisfy same shall accelerate for immediate payment the entire unpaid balance of said obligation, including all advances made, collections costs and interest accrued, and Mortgagee may exercise such right or rights as are reserved to Mortgagee under the terms of this mortgage.

(7.) Should Mortgagor fail to make payment of any part of the principal or interest as provided in said promissory note, or if any breach be made of any obligation or promise of the Mortgagor herein contained or secured, or if Mortgagor shall abandon said aircraft, or regardless of any other default, if said aircraft be attached or bankruptcy proceedings be instituted by or against Mortgagor, then the whole principal sum unpaid upon said promissory note with interest accrued thereon, and all other sums of money due or unpaid at the time of said default, and interest thereon, or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee, without notice to the Mortgagor, and it may at once proceed to foreclose this mortgage according to law, or it may, at its option, and it is hereby empowered so to do, enter upon the premises where the said mortgaged property may be and take possession thereof; and remove and sever, notice of sale and demand of performance and every other notice or demand whatsoever being hereby expressly waived by said Mortgagor and from the proceeds of sale retain all costs and charges incurred by it in the said taking or sale, including reasonable attorney's fees incurred; also all sums due 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 interest thereon, and any surplus of such proceeds remaining shall be paid to the Mortgagor, or whomever may be lawfully entitled to receive the same; if there be a deficit, Mortgagor agrees immediately to pay the same to Mortgagee.

Mortgagee, or its 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.

(8.) Mortgagor further agrees that if from any cause there shall be a substantial decrease in the value of said mortgaged property, the said Mortgagee shall have the option of demanding of said Mortgagor further security in order to offset the said decrease in value, and upon the failure of said Mortgagor to give said additional security, Mortgagee may proceed in the same manner as herein provided in case of any other default.

(9.) This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns, and the word "Mortgagor" as used herein includes masculine, feminine and neuter, singular and plural.

It is further specifically agreed that the taking of any action by the Mortgagee shall not be deemed to be an election of that action, but rather, the rights and privileges and options granted to the Mortgagor under the terms of this mortgage shall be deemed cumulative, the one with the other, and not alternative.

Mortgagor declares that he has read this Chattel Mortgage and understands the effect and purport of the same.

Time is declared to be the essence of said note and this mortgage with respect to the performance of the covenants and obligations set forth herein and it is further specifically agreed that no waiver by the Mortgagee of any breach or default of or by the Mortgagor, whether under the terms of the aforesaid note, or of this mortgage, shall be deemed a waiver of any breach or default thereafter occurring.

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

SIGNED IN THE PRESENCE OF:

AVALON AIR TRANSPORT, INC. (SEAL)

Signature of Mortgagor

Pres. (SEAL)

Secy.-Treas.

Loan No. ..... Due Date .....

Aircraft Chattel Mortgage

FROM

TO

MICRO

OKLAHOMA FARMERS
HOME ADMIN BRANCH
FHA

Nov 30 2 16 PM '61

OKLAHOMA CITY, OKLA.

ACKNOWLEDGMENT BY MORTGAGOR

STATE OF California
COUNTY OF Los Angeles } ss:

(INDIVIDUAL OR PARTNER)

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.

(CORPORATION)

On this 27th day of November, 19 61, before me personally appeared Wilton R. Probert, to me personally known, who, being by me duly sworn, says that he is the President of the Avalon Air Transport, Inc. 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 Wilton R. Probert acknowledged the foregoing chattel mortgage to be the free act and deed of said corporation.

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

(SEAL) JUANITA YODER
Notary Public for the State of California
My Commission Expires Oct. 26, 1963

Juanita Yoder
Notary Public

My Commission Expires ....., 19.....

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 ....., 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.

DATED this ..... day of ....., 19.....

SIGNED IN THE PRESENCE OF:

.....

....(SEAL)
Signature of Mortgagee (Assignor)

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

STATE OF .....
COUNTY OF ..... } ss:

(INDIVIDUAL OR PARTNER)

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.

(CORPORATION)

On this ..... day of ....., 19....., before me personally appeared ....., to me personally known, who, being by me duly sworn, says that he is the ..... of the ..... 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 ..... acknowledged the foregoing assignment to be the free act and deed of said corporation.

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

(SEAL) .....
Notary Public

My Commission Expires ....., 19.....

DUPLICATE Form FAA-506 Mailed 33 DEC 19 1962

Date 33 DEC 19

AIRCRAFT CHATTEL MORTGAGE

LOAN NO. C 0 7 7 8 8

THIS MORTGAGE, made this 7 day of December, 1962, by and between AVALON AIR TRANSPORT, INC., whose address is 3365 Lakewood, Long Beach, Calif. hereinafter called the mortgagor, and Farmers & Merchants Bank of Long Beach, whose address is 302 Pine Avenue, Long Beach, Calif., hereinafter called the mortgagee,

RECORDED

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of THIRTY FIVE THOUSAND and no/100- - Dollars ($35,000.00) as evidenced by a promissory note referred to hereinafter, bargains, sells and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Dec 19 2 50 PM '62

FEDERAL AVIATION AGENCY

Manufacturer of aircraft: Sikorsky

Model: VS 44 A, 1943 Serial Number: 4402

Manufacturer of engine: Pratt Whitney

Model: 1830-92 Serial Number:

CAA Identification Mark: N 41881

RELEASED By Document No. 61017623

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

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

The above described aircraft is hereby mortgaged to the mortgagee for the purpose 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 December 7, 162, executed by the mortgagor and payable to the order of Farmers & Merchants Bank of Long Beach in the aggregate principal sum of 35,000.00, with interest thereon at the rate of Seven per centum per annum, from date, payable in installments as follows:

In installments as herein stated:

The principal and interest of said note is payable in installments of $ each on the day of each successive month beginning with the 19 and the last payment

$10,000.00 June 29, 1963; $10,000.00 July 31, 1963, $10,000.00 August 31, 1963; and $5,000.00 September 30, 1963

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 indbtedness 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: no e xceptions.

(If no liens other than this mortgage indicate "None".)

The terms and conditions of this Chattel Mortgage are as follows:

(1.) The Mortgagor does hereby warrant that he is the sole owner of the aircraft described herein and that there are no liens or encumbrances or adverse claims of any kind whatever thereon or on any part thereof.

(2.) Mortgagor agrees that he will neither use, nor permit said aircraft to be used for any unlawful purpose; that he will register, use, operate and control the same in accordance with all statutes, laws, ordinances and regulations relating to the registration, use, operation and control of said property.

(3.) The Mortgagor will not, nor will he attempt to, assign, pledge, mortgage, hypothecate or otherwise dispose of said aircraft, or any part thereof, during the terms of said note and mortgage, nor will he remove said aircraft, or permit the same to be removed, from the county where said aircraft is permanently located, as set forth herein, for any period in excess of ten (10) days, without the written consent of the Mortgagee first had and obtained.

(4.) Mortgagor agrees to exhibit said aircraft to Mortgagee upon demand and to keep the said aircraft in as good condition and repair as it now is, ordinary wear and tear excepted, and to house the same in suitable shelter, and to promptly pay all taxes levied or assessed thereon and all liens which may attach thereto. When the service of any notice upon the Mortgagor is necessary or convenient, the same may be had by deposit in the United States mail, postage prepaid, directed to Mortgagor at his address set forth herein.

(5.) Mortgagor agrees to take out, pay for and keep in full force and effect a policy or policies of insurance, in form satisfactory to Mortgagee and issued by an insurance carrier approved by Mortgagee (covering both Mortgagee and Mortgagor) for the hazards of fire, theft and total or partial destruction, and such additional hazards as may be mutually agreed upon by Mortgagor and Mortgagee, and the loss under every such policy shall be paid first to the Mortgagee or its assigns up to the amount of the obligation secured, and the balance, if any, to the Mortgagor; said policy to be in the possession of the Mortgagee until satisfaction of all obligations secured by this mortgage. In the event that Mortgagor should for any reason fail to take out said insurance above referred to, or pay for the same, the Mortgagee may, at the cost and expense of the Mortgagor, take out and pay for such insurance, and any sums advanced therefor shall be added to the principal of said promissory note and secured by this Chattel Mortgage a set forth in paragraph (6) following. Any sums received upon cancellation of any policy may be applied by Mortgagee upon the then remaining balance of any obligation secured hereby.

(6.) Should Mortgagee make any advance or advances or spend any money for the protection or preservation of its security, or should there accrue or be due any collection costs or other obligations arising under this contract, such advance or advances, together with such collection costs or other obligations arising under this contract and unpaid shall be added to the unpaid principal of said promissory note and shall be secured by said mortgage, and such advance or advances and collection costs shall all become immediately due and payable with interest at the hereinabove mentioned rate per annum, payable monthly, and the Mortgagee shall have the right upon receipt of any instalment or payment due under the terms of said note and the mortgage to apply the same, first in satisfaction of any collection costs or other moneys advanced by Mortgagee hereunder; second, to the satisfaction of any unpaid interest, and, third, the balance of said instalment or instalments in payment of principal, and should there be a deficiency in the amount of any instalment or payment after the payment of said costs as in this agreement provided, such deficiency shall be payable forthwith, and the failure on the part of the Mortgagor to pay or satisfy same shall accelerate for immediate payment the entire unpaid balance of said obligation, including all advances made, collections costs and interest accrued, and Mortgagee may exercise such right or rights as are reserved to Mortgagee under the terms of this mortgage.

(7.) Should Mortgagor fail to make payment of any part of the principal or interest as provided in said promissory note, or if any breach be made of any obligation or promise of the Mortgagor herein contained or secured, or if Mortgagor shall abandon said aircraft, or regardless of any other default, if said aircraft be attached or bankruptcy proceedings be instituted by or against Mortgagor, then the whole principal sum unpaid upon said promissory note with interest accrued thereon, and all other sums of money due or unpaid at the time of said default, and interest thereon, or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee, without notice to the Mortgagor, and it may at once proceed to foreclose this mortgage according to law, or it may, at its option, and it is hereby empowered so to do, enter upon the premises where the said mortgaged property may be and take possession thereof; and remove and sell and dispose of the same at public or private sale without any previous demand of performance or notice to the Mortgagor of any such sale whatsoever, notice of sale and demand of performance and every other notice or demand whatsoever being hereby expressly waived by said Mortgagor and from the proceeds of sale retain all costs and charges incurred by it in the said taking or sale, including reasonable attorney's fees incurred; also all sums due 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 interest thereon, and any surplus of such proceeds remaining shall be paid to the Mortgagor, or whomever may be lawfully entitled to receive the same; if there be a deficit, Mortgagor agrees immediately to pay the same to Mortgagee.

Mortgagee, or its 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.

(8.) Mortgagor further agrees that if from any cause there shall be a substantial decrease in the value of said mortgaged property, the said Mortgagee shall have the option of demanding of said Mortgagor further security in order to offset the said decrease in value, and upon the failure of said Mortgagor to give said additional security, Mortgagee may proceed in the same manner as herein provided in case of any other default.

(9.) This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns, and the word "Mortgagor" as used herein includes masculine, feminine and neuter, singular and plural.

It is further specifically agreed that the taking of any action by the Mortgagee shall not be deemed to be an election of that action, but rather, the rights and privileges and options granted to the Mortgagor under the terms of this mortgage shall be deemed cumulative, the one with the other, and not alternative.

Mortgagor declares that he has read this Chattel Mortgage and understands the effect and purport of the same.

Time is declared to be the essence of said note and this mortgage with respect to the performance of the covenants and obligations set forth herein and it is further specifically agreed that no waiver by the Mortgagee of any breach or default of or by the Mortgagor, whether under the terms of the aforesaid note, or of this mortgage, shall be deemed a waiver of any breach or default thereafter occurring.

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

SIGNED IN THE PRESENCE OF:

AVALON AIR TRANSPORT, INC. (SEAL)

Signature of Mortgagor

Pres. (SEAL)

Secy.-Treas.

Form No. Law Pig. Co., 4505 W. 1st, L.A. - GR-9203 Reg. U. S. Pat. Of.

Loan No. ..... Due Date .....

Aircraft Chattel Mortgage

FROM

TO

MICRO

ACKNOWLEDGMENT BY MORTGAGOR

STATE OF CAL.
COUNTY OF LOS ANGELES } ss:

(INDIVIDUAL OR PARTNER)

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.

(CORPORATION)

On this 7 day of December, 1962, before me personally appeared Wilton R. Probert, to me personally known, who, being by me duly sworn, says that he is the President of the Avalon Air Transport, Inc. 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 he acknowledged the foregoing chattel mortgage to be the free act and deed of said corporation.

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

(SEAL)

Eleanor G. Gabriel
Notary Public
Eleanor G. Gabriel

My Commission Expires June 11, 1963

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 ....., 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.

DATED this ..... day of ....., 19.....

SIGNED IN THE PRESENCE OF:

.....

....(SEAL)
Signature of Mortgagee (Assignor)

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

STATE OF .....
COUNTY OF ..... } ss:

(INDIVIDUAL OR PARTNER)

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.

(CORPORATION)

On this ..... day of ....., 19....., before me personally appeared .....

....., to me personally known, who, being by me duly sworn, says that he is the .....

of the ..... 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 ..... acknowledged the foregoing assignment to be the free act and deed of said corporation.

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

(SEAL)

.....
Notary Public

My Commission Expires ....., 19.....

DEC 14 9 16 AM '62
RECORDS BRANCH
AIRCRAFT AND AIRMEN

FORM CA 300 (PART A) (3-56)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS	MAKE AND MODEL OF AIRCRAFT	AIRCRAFT SERIAL NO.
N- 41681	Vought Sikorsky 44A	4402

Avalon Air Transport, Inc.

NAME OF OWNER

3365 Lakewood Blvd.,

ADDRESS OF OWNER—NUMBER AND STREET

Long Beach 8, California

CITY ZONE STATE

(over)

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

DATE OF ISSUE: JUN 21 1957

FOR THE ADMINISTRATOR OF CIVIL AERONAUTICS

Robert E. Forbes

ACTING CHIEF, ADMINISTRATIVE & RECORDS BRANCH

Forward This Copy and the Duplicate Copy to Washington.

MICRO

delivered to Mr. Edmund Poindexter who hand-carried documents to this office

6-21-57

FORM ACA-500 (PART B) (3-56)

Form Approved
Budget Bureau No. 41 - R889.4

U. S. DEPARTMENT OF COMMERCE — CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

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

Avalon Air Transport, Inc.
3365 Lakewood Blvd.,
Long Beach 8, California

REGISTRATION NO.

N- 41881

AIRCRAFT MAKE AND MODEL

Vought Sikorsky 44A

SERIAL NO.

4402

CHECK WHETHER OWNERSHIP IS

XX CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

I HEREBY CERTIFY that the above described aircraft is not registered under the laws of any foreign country; that the owner whose name(s) appear hereon as the applicant is (are) a citizen of the United States as defined in Section I (13) of the Civil Aeronautics Act of 1938; and that both copies of Part A and a copy of Part B of Form ACA-500 and legal evidence of ownership were forwarded to the Civil Aeronautics Administration, Washington, D. C.

AVALON AIR TRANSPORT, INC.

SIGNATURE OF APPLICANT (IN INK) Wilton R Probert

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

June 19, 1957
DATE OF APPLICATION

TITLE Wilton R. Probert, President

If the above statements are true and made in good faith, the aircraft described above may be operated, pr[illegible] registration or notification from the Civil Aeronautics Administration, provided airworthiness requirements of [illegible]cable Civil Air Regulations are complied with.

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

RECEIVED
JUN 21 2 34 PM '57
ADMIN. & RECORDS BRANCH
W-240

MICRO

FORM ACA-500 (PART C) (3-56)

U. S. DEPARTMENT OF COMMERCE — CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

861489

RECORDED
WASHINGTON, D. C.
JUN 21 3 39 PM '57
CIVIL AERONAUTICS ADMINISTRATION

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

AIRCRAFT MAKE AND MODEL		
Vought-Sikorsky		
SERIAL NO.	REGISTRATION MARK	
4402	NC 41881	

does this 14th day of June 1957 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

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

Avalon Air Transport, Inc.
Administration Building
Municipal Air Port
Long Beach 8, California

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
	None	
FAVOR OF		

In testimony whereof we have set our hand and seal this 14th day of June 1957

NAME OF SELLER AVIATION EXCHANGE CORP.

BY (SIGN IN INK) Robert T. P. Storer
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT

State of Massachusetts
County of Suffolk

On this 14th day of June 1957 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.

NOTARY PUBLIC

(SEAL) James W. Perkins

MY COMMISSION EXPIRES

Aug. 4, 1962

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

MICRO

RECEIVED

JUN 21 2 34 PM '57

ADMIN. & RECORDS BRANCH
W-240

Commonwealth of Massachusetts

SUFFOLK, SS. CLERK'S OFFICE OF SUPERIOR COURT.

I, THOMAS DORGAN, of Boston, in said County, duly elected, qualified and sworn as Clerk of the Superior Court, for and within said County and Commonwealth, dwelling in Boston in said County, said Court being a Court of record with a seal which is hereto affixed, the records and seal of which Court I have the custody, do herein and hereby in the performance of my duty as said Clerk, certify and attest that JAMES W. PERKINS

before whom the annexed affidavit, proof or acknowledgment was taken and subscribed, is a NOTARY PUBLIC for, within, and including the whole of said Commonwealth, doing business in said County, duly appointed, commissioned, qualified, sworn and authorized by the laws of said Commonwealth to act as such; and also duly authorized by the laws of said Commonwealth to take affidavits and take and certify proofs of acknowledgment of deeds of conveyances for lands, tenements, hereditaments, lying and being in said Commonwealth; in any part thereof and to be recorded therein, wherever situated and however bounded; that he was at the time of taking the affidavit, proof or acknowledgment, hereto annexed, such NOTARY PUBLIC that due faith and credit are and ought to be given to his official acts; that I am well acquainted with his signature and handwriting, and I verily believe that the signature to the said affidavit, proof or acknowledgment is genuine, and, further, that the annexed instrument is executed and acknowledged according to the laws of said Commonwealth.

Witness my hand and the seal of said Court at Boston, in said County and Commonwealth this 14th day of JUNE A. D. 1957

Thos. Dorgan

Clerk.

Form 132—4-7-55—2000

MICRO

861488

RECORDED
WASHINGTON, D. C.
JUN 21 3 39 PM '57
CIVIL AERONAUTICS
ADMINISTRATION

DISCHARGE OF MORTGAGE

I, Robert T. P. Storer, holder of a mortgage from Aviation Exchange Corporation to me dated August 8, 1955, covering the Vought-Sikorsky, Model SV 44A, Serial No. 4402, CAA Identification Mark NC 4 1881, recorded with the Civil Aeronautics Administration on August 22, 1955 as Document No. 755458, acknowledge satisfaction of the same and discharge the same.

WITNESS my hand and seal this 14th day of June, 1957.

Robert T. P. Storer

Robert T. P. Storer

The Commonwealth of Massachusetts
Suffolk, ss.

On this 14th day of June, 1957, before me personally appeared the above-named mortgagee, 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.

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

James W. Perkins
Notary Public

My commission expires

JAMES W. PERKINS
NOTARY PUBLIC
My commission expires Aug. 4, 1962

MICRO

RECEIVED
JUN 21 2 34 PM '57
ADMIN. & RECORDS BRANCH
W-240

Commonwealth of Massachusetts

SUFFOLK, SS. CLERK'S OFFICE OF SUPERIOR COURT.

I, THOMAS DORGAN, of Boston, in said County, duly elected, qualified and sworn as Clerk of the Superior Court, for and within said County and Commonwealth, dwelling in Boston in said County, said Court being a Court of record with a seal which is hereto affixed, the records and seal of which Court I have the custody, do herein and hereby in the performance of my duty as said Clerk, certify and attest that JAMES W. PERKINS

before whom the annexed affidavit, proof or acknowledgment was taken and subscribed, is a NOTARY PUBLIC for, within, and including the whole of said Commonwealth, doing business in said County, duly appointed, commissioned, qualified, sworn and authorized by the laws of said Commonwealth to act as such; and also duly authorized by the laws of said Commonwealth to take affidavits and take and certify proofs of acknowledgment of deeds of conveyances for lands, tenements, hereditaments, lying and being in said Commonwealth; in any part thereof and to be recorded therein, wherever situated and however bounded; that he was at the time of taking the affidavit, proof or acknowledgment, hereto annexed, such NOTARY PUBLIC that due faith and credit are and ought to be given to his official acts; that I am well acquainted with his signature and handwriting, and I verily believe that the signature to the said affidavit, proof or acknowledgment is genuine, and, further, that the annexed instrument is executed and acknowledged according to the laws of said Commonwealth.

Witness my hand and the seal of said Court at Boston, in said County and Commonwealth, this 14th day of JUNE A. D. 1957

Thomas Dorgan

Clerk.

Form 132—4-7-55—2000

861497

DISCHARGE OF ASSIGNMENT

RECORDED
WASHINGTON, D. C

JUN 21 3 39 PM '57
CIVIL AERONAUTICS ADMINISTRATION

I, Robert T. P. Storer, Agent, holder of an assignment from Robert T. P. Storer to me dated June 6, 1955 recorded with the Civil Aeronautics Administration on June 29, 1955 as Document No. 747326, with the Clerk of the Circuit Court for Baltimore County, Towson, Maryland, on June 23, 1955, No. 273366, Book 2721, Page 253, and with the Register of the City of New York, New York County Office, on June 15, 1955 under File No. 30129, the foregoing assignment being of an interest in the mortgage from Aviation Exchange Corporation to Robert T. P. Storer dated June 5, 1952, covering the Vought-Sikorsky, Model SV 44A, Serial No. 4402, CAA Identification Mark NC 4 1881, recorded with the Civil Aeronautics Administration on September 22, 1952 as Document No. 609310, with the Register of the City of New York, New York County Office, on September 3, 1952 under File No. 44825, and in the office of the Clerk of the Circuit Court for Baltimore County, Towson, Maryland, on January 23, 1953, and the foregoing assignment having been given for security purposes, acknowledge satisfaction of the foregoing assignment and discharge the same.

WITNESS my hand and seal this 14th day of June, 1957.

Robert T. P. Storer Agent
Robert T. P. Storer, Agent

The Commonwealth of Massachusetts
Suffolk, ss.

On this 14th day of June, 1957, before me personally appeared Robert T. P. Storer, 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.

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

James W. Perkins
Notary Public

My commission expires

JAMES W. PERKINS
NOTARY PUBLIC
My commission expires Aug. 4, 1962

MICRO

RECEIVED

JUN 21 2 34 PM '57

ADMIN. & RECORDS BRANCH
W-240

Commonwealth of Massachusetts

SUFFOLK, SS. CLERK'S OFFICE OF SUPERIOR COURT.

I, THOMAS DORGAN, of Boston, in said County, duly elected, qualified and sworn as Clerk of the Superior Court, for and within said County and Commonwealth, dwelling in Boston in said County, said Court being a Court of record with a seal which is hereto affixed, the records and seal of which Court I have the custody, do herein and hereby in the performance of my duty as said Clerk, certify and attest that JAMES W. PERKINS

before whom the annexed affidavit, proof or acknowledgment was taken and subscribed, is a NOTARY PUBLIC for, within, and including the whole of said Commonwealth, doing business in said County, duly appointed, commissioned, qualified, sworn and authorized by the laws of said Commonwealth to act as such; and also duly authorized by the laws of said Commonwealth to take affidavits and take and certify proofs of acknowledgment of deeds of conveyances for lands, tenements, hereditaments, lying and being in said Commonwealth; in any part thereof and to be recorded therein, wherever situated and however bounded; that he was at the time of taking the affidavit, proof or acknowledgment, hereto annexed, such NOTARY PUBLIC that due faith and credit are and ought to be given to his official acts; that I am well acquainted with his signature and handwriting, and I verily believe that the signature to the said affidavit, proof or acknowledgment is genuine, and, further, that the annexed instrument is executed and acknowledged according to the laws of said Commonwealth.

Witness my hand and the seal of said Court at Boston, in said County and Commonwealth, this 14th day of JUNE A. D. 195 7

Thomas Dorgan

Clerk.

Form 132—4-7-55—2000

MICRO

861496

RECORDED
WASHINGTON, D. C.

JUN 21 3 39 PM '57

CIVIL AERONAUTICS
ADMINISTRATION

DISCHARGE OF ASSIGNMENTS

I, Robert T. P. Storer, Jr., Agent, holder of an assignment from Robert T. P. Storer to me dated January 24, 1955, recorded with the Civil Aeronautics Administration on February 9, 1955 as Document No. 728812, a supplemental assignment from Robert T. P. Storer to me dated March 10, 1955, recorded with the Civil Aeronautics Administration on March 22, 1955 as Document No. 733910, with the Clerk of the Circuit Court for Baltimore County, Towson, Maryland, on March 17, 1955, No. 258680, Book 272, Page 354, and with the Register of the City of New York, New York County Office, on March 14, 1955, under File No. 11398, and a second supplemental assignment from Robert T. P. Storer to me dated June 6, 1955, recorded with the Civil Aeronautics Administration on June 29, 1955 as Document No. 747327, with the Clerk of the Circuit Court for Baltimore County, Towson, Maryland, on June 16, 1955, No. 272693, Book 2716, Page 489, and with the Register of the City of New York, New York County Office on June 15, 1955, under File No. 30130, all of the foregoing assignments being of interests in the mortgage from Aviation Exchange Corporation to Robert T. P. Storer dated June 5, 1952, covering the Vought-Sikorsky, Model SV 44A, Serial No. 4402, CAA Identification Mark NC 4 1881, recorded with the Civil Aeronautics Administration on September 22, 1952 as Document No. 609310, with the Register of the City of New York, New York County Office, on September 3, 1952 under File No. 44825, and in the office of the Clerk of the Circuit Court for Baltimore County, Towson, Maryland, on January 23, 1953, and all of the foregoing assignments having been given for security purposes, acknowledge satisfaction of the foregoing assignments and discharge the same.

WITNESS my hand and seal this 14th day of June, 1957.

Robert T. P. Storer Jr., Agent

Robert T. P. Storer, Jr., Agent

Commonwealth of Massachusetts

SUFFOLK, SS. CLERK'S OFFICE OF SUPERIOR COURT.

I, THOMAS DORGAN, of Boston, in said County, duly elected, qualified and sworn as Clerk of the Superior Court, for and within said County and Commonwealth, dwelling in Boston in said County, said Court being a Court of record with a seal which is hereto affixed, the records and seal of which Court I have the custody, do herein and hereby in the performance of my duty as said Clerk, certify and attest that JAMES W. PERKINS before whom the annexed affidavit, proof or acknowledgment was taken and subscribed, is a NOTARY PUBLIC for, within, and including the whole of said Commonwealth, doing business in said County, duly appointed, commissioned, qualified, sworn and authorized by the laws of said Commonwealth to act as such; and also duly authorized by the laws of said Commonwealth to take affidavits and take and certify proofs of acknowledgment of deeds of conveyances for lands, tenements, hereditaments, lying and being in said Commonwealth; in any part thereof and to be recorded therein, wherever situated and however bounded; that he was at the time of taking the affidavit, proof or acknowledgment, hereto annexed, such NOTARY PUBLIC that due faith and credit are and ought to be given to his official acts; that I am well acquainted with his signature and handwriting, and I verily believe that the signature to the said affidavit, proof or acknowledgment is genuine, and, further, that the annexed instrument is executed and acknowledged according to the laws of said Commonwealth.

Witness my hand and the seal of said Court at Boston, in said County and Commonwealth, this 14th day of JUNE A. D. 195 7

Thomas Dorgan

Clerk.

Form 132—4-7-55—2000

MICRO

861485

RECORDED
WASHINGTON, D. C.
JUN 21 3 39 PM '57
CIVIL AERONAUTICS
ADMINISTRATION

DISCHARGE OF MORTGAGE

I, Robert T. P. Storer, holder of a mortgage from Aviation Exchange Corporation to me dated June 5, 1952, covering the Vought-Sikorsky, Model SV 44A, Serial No. 4402, CAA Identification Mark NC 4 1881, recorded with the Civil Aeronautics Administration on September 22, 1952 as Document No. 609310, with the Register of the City of New York, New York County Office, on September 3, 1952 under File No. 44825, and in the office of the Clerk of the Circuit Court for Baltimore County, Towson, Maryland, on January 23, 1953, acknowledge satisfaction of the same and discharge the same.

WITNESS my hand and seal this 14th day of June, 1957.

Robert T. P. Storer

The Commonwealth of Massachusetts
Suffolk, ss.

On this 14th day of June, 1957, before me personally appeared the above-named mortgagee, 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.

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

James W. Perkins
Notary Public

My commission expires

JAMES W. PERKINS
NOTARY PUBLIC
My commission expires Aug. 4, 1962

MICRO

RECEIVED
JUN 21 2 35 PM '57
ADMIN. & RECORDS BRANCH
W-240

Commonwealth of Massachusetts

SUFFOLK, SS. CLERK'S OFFICE OF SUPERIOR COURT.

I, THOMAS DORGAN, of Boston, in said County, duly elected, qualified and sworn as Clerk of the Superior Court, for and within said County and Commonwealth, dwelling in Boston in said County, said Court being a Court of record with seal which is hereto affixed, the records and seal of which Court I have the custody, do herein and hereby in the performance of my duty as said Clerk, certify and attest that JAMES W. PERKINS before whom the annexed affidavit, proof or acknowledgment was taken and subscribed, is a NOTARY PUBLIC for, within, and including the whole of said Commonwealth, doing business in said County, duly appointed, commissioned, qualified, sworn and authorized by the laws of said Commonwealth to act as such; and also duly authorized by the laws of said Commonwealth to take affidavits and take and certify proofs of acknowledgment of deeds of conveyances for lands, tenements, hereditaments, lying and being in said Commonwealth; in any part thereof and to be recorded therein, wherever situated and however bounded; that he was at the time of taking the affidavit, proof or acknowledgment, hereto annexed, such NOTARY PUBLIC that due faith and credit are and ought to be given to his official acts; that I am well acquainted with his signature and handwriting, and I verily believe that the signature to the said affidavit, proof or acknowledgment is genuine, and, further, that the annexed instrument is executed and acknowledged according to the laws of said Commonwealth.

Witness my hand and the seal of said Court at Boston, in said County and Commonwealth, this 14th day of JUNE A. D. 195 7

Thomas Dorgan

Clerk.

Form 132—4-7-55—2000

MICRO

The Commonwealth of Massachusetts
Suffolk, ss.

On this 14th day of June, 1957, before me personally appeared Robert T. P. Storer, Jr., 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.

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

James W. Perkins
Notary Public

My commission expires

JAMES W. PERKINS
NOTARY PUBLIC
My commission expires Aug. 4, 1962

MICRO

RECEIVED

JUN 21 2 35 PM '57

ADMIN. & RECORDS BRANCH
W-240

Directorate General of Civil Aeronautics

Lima, August 10, 1956

Mail Room

Administrative Resolution No. 18

In view of the request from Dr. Alberto Santibanez Salcedo, dated June 22, 1956, asking for authentication of the registration for the hydroplane NC-41881;

WHEREAS: That in order to make it possible for the Vought Sikorski hydroplane (serial number 4402, with North American registration NC-41881) to remain in Peruvian territory while it is being repaired and while a decision is being made as to the use to which it will be put, the confirmation of its licences for the necessary control and fiscalization of said aircraft should be made by the civil aeronautics authorities;

In accordance with the provisions of Article 26 of Law 11471, dated July 18, 1950;

IT IS RESOLVED: (1) To confirm the certificate and airworthiness licence of the Vought Sikorski hydroplane, serial No. 4402, NC-41881.

(2) The Material and Inspections Department will issue the respective certificates, predicated on the payment of the corresponding fees.

(3) For the exercise of aerial activity it shall observe the current regulations on commercial and civil aviation.

LET IT BE REGISTERED AND COMMUNICATED: - (Signed) Salvador Noya Ferre

Copies to be made and sent to: [U.S. CAA is number 11 on the list.]

The Subdirector of Civil Aeronautics

Colonel, Peruvian Air Force
PEDRO VARGAS PRADA P

[signature illegible]

Trans. from Spanish. EJ. Office of Aviation Information. W-52. September 5, 1956

MICRO

RECEIVED
SEP 7 9 05 AM '56
ADMIN. & RECORDS BRANCH
W-300

Presidencia [illegible]
MESA [illegible]
Resolución Ministerial No.

Lima, 10 de Agosto de 1956.

Vista la solicitud del Dr. Alberto Santibañez Salcedo, de fecha 22 de Junio de 1956, pidiendo refrenda de matrícula para el hidroavión NC-41881;

CONSIDERANDO:

Que con el propósito de dar facilidades para que el hidroavión Vough Sikorski, serie N° 4402, con matrícula norteamreicana NC-41881 permanezca en el territorio nacional, mientras esté reparándose y se decida sobre las finalidades a que va a ser dedicado, procede la convalidación de sus licencias para el debido control y fiscalización de dicha aeronave por las autoridades de aeronáutica civil;

Estando a lo previsto por el artículo 26° de la ley 11471 de 18 de Julio de 1950;

SE RESUELVE:

Artículo 1°.- Convalídase el certificado y licencia de aeronavegabilidad del hidroavión Vough Sikorski, serie N° 4402, NC-41881.

Artículo 2°.- El Departamento de Material é Inspecciones procederá a expedir los certificados respectivos, previo pago de los derechos correspondientes.

Artículo 3°.- Para el ejercicio de actividades aéreas deberá observarse las disposiciones vigentes sobre aviación comercial y civil.

REGISTRESE Y COMUNIQUESE.- (Fdo) SALVADOR MOYA FERRER.

Que se trascribe para el trámite correspondiente Al:

DISTRIBUCION:
Original : Mesa de Partes y Archivo DGAC.
copias 1/2.- Ayudantía General de Aer.
3/4.- Comandante General de la F.A.P.
5.- Secretaría General de Aeronáutica
6.- Estado Mayor General de Aeronáutica
7.- Asesoría Jurídica de Aeronáutica
8.- COMPAC
9.- Dirección General de Gobierno
10.- Direc.Gral. de los Registros Públicos de Lima
11.- Civil Aeronautics Administration
12/13.- Dpto. Legal DGAC.
14/15.- Dpto. Operaciones
16.-Dpto. Material
17.- Boletín DGAC
18.- Secretaría DGAC
19.- Sr. Dr. Alberto Santibañez Salcedo.

El Sub-Director de Aeronáutica Civil
Coronel F.A.P.
Raúl Vargas [illegible]

CORRECTED 6/20/56

Form ACA-500.1
(6-51)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

PART A

1. NATIONALITY AND REGISTRATION MARKS	2. MAKE OF AIRCRAFT	3. AIRCRAFT SERIAL NO.
N41881	Sikorsky	4402

16—57432-5 GPO

4. Aviation Exchange Corporation
NAME OF OWNER

5. Harbor Field
ADDRESS OF OWNER NUMBER STREET

Baltimore 22, Maryland
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 7th December 1944, and with the Civil Aeronautics Act of 1938, as amended.

DATE OF ISSUE: June 4, 1952 trw

BY DIRECTION OF THE ADMINISTRATOR:

Carroll D. Shearer 6-21-56

CHIEF, ADMINISTRATIVE AND RECORDS BRANCH

MICRO

5

AIRCRAFT CHATTEL MORTGAGE

755458

This mortgage, made this 8th day of August, 1955, by and between AVIATION EXCHANGE CORPORATION whose address is 60 East 42nd Street, New York, New York, hereinafter called the Mortgagor, and Robert T. P. Storer whose address is 133 Coolidge Hill Road, Cambridge, Massachusetts hereinafter called the Mortgagee.

RECORDED WASHINGTON, D.C. AUG 22 2 55 PM CIVIL AERONAUTICS ADMINISTRATION

WHEREAS the Mortgagor had as of July 26, 1955 issued promissory notes to the Mortgagee, as agent, as listed below, maturing February 1, 1956, bearing interest at the rate of 6% per annum and the Mortgagee, as agent, has since that date made and may make further loans to the Mortgagor or Hugh I. Wells or both on or before December 31, 1955, such promissory notes already issued and such further loans not to exceed $100,000 principal amount in the aggregate ~~or $50,000 principal amount outstanding at any one time~~, which promissory notes and which further loans are now secured hereby.

KTPS

Note No.	Date of Note	Amount
1	5-24-55	$823.04
2	5-25-55	1384.87
3	5-27-55	292.09
4	6-1-55	2576.25
5	6-2-55	1144.81
6	6-3-55	153.45
7	6-6-55	501.15
8	6-7-55	280.70
9	6-8-55	1241.66
10	6-10-55	1453.40
11	6-13-55	545.25
12	6-15-55	1290.14
13	6-16-55	691.01
14	6-20-55	2420.00
15	6-23-55	1330.99
16	6-24-55	760.52
17	6-28-55	664.83
18	6-29-55	1321.39
19	6-30-55	1320.30
20	7-2-55	150.00
21	7-5-55	600.00
22	7-6-55	3484.63
23	7-8-55	1151.41
24	7-13-55	1407.50
25	7-15-55	785.75
26	7-19-55	1200.00
27	7-21-55	1756.68
28	7-25-55	2000.00
29	7-26-55	3487.75

RELEASED BY DOC 961488

NOW THEREFORE this indenture

WITNESSETH: That the said Mortgagor grants, bargains, sells, and assigns,

MICRO

the following described aircraft:

Manufacturer of Aircraft:	Vought-Sikorsky
Model:	SV 44A
Serial No.	4402
CAA identification mark:	NC4 1881

now located ~~at~~ out of the Harbor Field Municipal Airport, Baltimore, Maryland.

The above described aircraft is hereby mortgaged to the Mortgagee in trust for the purpose of securing in the order named.

FIRST: The payment of the promissory notes and further loans referred to above including interest at not exceeding 6% per annum and all renewals and extensions thereof.

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.

Provided, however, that if the Mortgagor, its successors or assigns shall pay said indebtedness and 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 indebtedness 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 indebtedness, with the interest accrued thereon, or advanced under the terms of this mortgage, or secured hereby, and the interest

MICRO

RECEIVED
AUG 10 4 12 PM '75
CENTRAL RECORDS CLEARED
W-803

thereon, shall immediately become due and payable at the option of the Mortgagee.

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 indebtedness, 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.

The Mortgagor hereby confirms the mortgage to Robert T. P. Storer dated June 5, 1952, covering the same aircraft, recorded with the Civil Aeronautics Administration on September 22, 1952 as document no. 609310, with the Register of the City of New York, New York County Office, on September 3, 1952, under file no. 44825, and in the office of the Clerk of the Circuit Court for Baltimore County, Towson, Maryland, on January 23, 1953, securing a promissory note in the amount of $100,000 dated June 5, 1952. The within mortgage is junior to the aforesaid prior mortgage.

This mortgage (exclusive of the confirmation of the prior mortgage) is given on the condition that a discharge executed by the Mortgagee or by a person authorized by him shall be sufficient to discharge the interests of all persons whose claims are secured hereby and that all parties may rely on any authorization given by the Mortgagee for this purpose until they have received notice of its revocation.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed

MICRO

RECEIVED
13 10 4 12 FEB '85
TEMPO CORPORATION

and sealed on its behalf the day and year first above written.

AVIATION EXCHANGE CORPORATION

By: Robert T. P. Storer, Jr.
Vice President

By: Robert T. P. Storer
Treasurer

Signed in the presence of

James W. Perkins

ACKNOWLEDGMENT BY MORTGAGOR

The Commonwealth of Massachusetts
Suffolk, ss.

On This 8th day of August, 1955, before me personally appeared Robert T. P. Storer, Jr., to me known personally, being duly sworn, says that he is the Vice President of the AVIATION EXCHANGE CORPORATION and that the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors, and said Robert T. P. Storer, Jr. acknowledged the foregoing chattel mortgage to be the free act and deed of said corporation.

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

MARY V. KEARNS
NOTARY PUBLIC
My Commission Expires June 7, 1958

Mary V. Kearns
Notary Public

The Mortgagee affirms that the consideration recited in the foregoing mortgage and in the prior mortgage confirmed thereby is true and bona fide as therein and in said prior mortgage set forth.

Robert T. P. Storer
Robert T. P. Storer

The Commonwealth of Massachusetts
Suffolk, ss.

Subscribed and sworn to before me this 8th day of August, 1955.

Mary V. Kearns
Notary Public

My commission expires

MARY V. KEARNS
NOTARY PUBLIC
My Commission Expires June 7, 1958

MICRO

C. 11. 5M-4-54-912024

The Commonwealth of Massachusetts

EDWARD J. CRONIN

Secretary of the Commonwealth

H 8562

Boston, August 8 *19* 55

I hereby certify, *That at the date of the attestation hereto annexed,*

Mary V. Kearns

whose name is signed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking such acknowledgment, proof or affidavit, a NOTARY PUBLIC for the said Commonwealth duly commissioned and sworn; that to her acts and attestations as such, full faith and credit are and ought to be given in and out of court; that as such Notary Public she was by law authorized to take the same, to take depositions, to administer oaths and take acknowledgments of deeds or conveyances of lands, tenements or hereditaments and other instruments throughout the Commonwealth to be recorded according to law; that I have compared her signature to the annexed attestation with the original on file in this office, and verily believe ~~it~~ them to be genuine. I further certify that the impressions of the seals of Notaries Public are not required by law to be filed in this office.

In testimony of which, *I have hereunto affixed the* **Great Seal of the Commonwealth** *the date above written.*

Edward J. Cronin

EDWARD J. CRONIN

Secretary of the Commonwealth

RECEIVED
AUG 10 4 12 PM '55
ADMIN. & RECORDS BRANCH
W-300

MICRO

h

7473327

SECOND SUPPLEMENTAL ASSIGNMENT OF NOTE AND MORTGAGE

WHEREAS:

1. The following promissory notes of Aviation Exchange Corporation (a New York corporation, hereinafter called the corporation) maturing one year after their respective dates and bearing interest at the rate of 6% per annum have been assigned to Robert T. P. Storer, Jr. (hereinafter called the assignee) as agent:

Date	Principal Amount
December 28, 1954	$ 1,600
December 30, 1954	700
January 3, 1955	2,500
January 14, 1955	500
January 18, 1955	1,000
	$ 6,300

RELEASED BY DOC 614326

RECORDED WASHINGTON, D.C. JUN 29 1 36 PM '55 CIVIL AERONAUTICS ADMINISTRATION

2. The following promissory note of the corporation maturing one year after its date and bearing interest at the rate of 6% per annum either has been or is expected to be assigned to the assignee as agent:

Date	Principal Amount
January 6, 1955	$ 1,000

3. The assignee is the holder as principal or agent or both of the following promissory notes of the corporation maturing August 1, 1955, and bearing interest at the rate of 6% per annum:

Date	Principal Amount
January 28, 1955	$ 700.00
January 31, 1955	1,028.71
February 1, 1955	300.00
February 4, 1955	784.07
February 7, 1955	225.00
February 8, 1955	2,500.00

(2) 194

h

747327

SECOND SUPPLEMENTAL ASSIGNMENT OF NOTE AND MORTGAGE

WHEREAS:

1. The following promissory notes of Aviation Exchange Corporation (a New York corporation, hereinafter called the corporation) maturing one year after their respective dates and bearing interest at the rate of 6% per annum have been assigned to Robert T. P. Storer, Jr. (hereinafter called the assignee) as agent:

Date	Principal Amount
December 28, 1954	$ 1,600
December 30, 1954	700
January 3, 1955	2,500
January 14, 1955	500
January 18, 1955	1,000
	$ 6,300

RELEASED BY DOC 861486

RECORDED WASHINGTON, D.C. JUN 29 1 36 PM '55 CIVIL AERONAUTICS ADMINISTRATION

2. The following promissory note of the corporation maturing one year after its date and bearing interest at the rate of 6% per annum either has been or is expected to be assigned to the assignee as agent:

Date	Principal Amount
January 6, 1955	$ 1,000

3. The assignee is the holder as principal or agent or both of the following promissory notes of the corporation maturing August 1, 1955, and bearing interest at the rate of 6% per annum:

Date	Principal Amount
January 28, 1955	$ 700.00
January 31, 1955	1,028.71
February 1, 1955	300.00
February 4, 1955	784.07
February 7, 1955	225.00
February 8, 1955	2,500.00
February 11, 1955	522.26
February 11, 1955	300.00

Date	Principal Amount
February 11, 1955	$ 500.00
February 17, 1955	2,476.40
February 23, 1955	693.23
February 24, 1955	2,699.82
February 25, 1955	500.00
March 1, 1955	230.00
March 2, 1955	971.61
March 7, 1955	360.00
March 9, 1955	456.72
March 10, 1955	736.86
March 17, 1955	1,333.86
March 18, 1955	1,325.00
April 8, 1955	1,863.58
April 14, 1955	928.37
April 15, 1955	330.36
April 22, 1955	789.25
April 25, 1955	17.06
April 28, 1955	997.79
April 29, 1955	460.22
May 2, 1955	1,084.72
May 3, 1955	1,669.93
May 5, 1955	731.48
May 9, 1955	182.51
May 16, 1955	23.72
May 18, 1955	220.68
May 20, 1955	935.02
Total	$ 28,878.25

4. The assignee as principal or agent or both may make further loans to the corporation on or before September 1, 1955.

NOW THEREFORE:

5. In consideration of the foregoing loans to the corporation including the loans evidenced by the foregoing promissory notes, the undersigned

Robert T. P. Storer (hereinafter called the assignor) of 133 Coolidge Hill ~~Road~~, Cambridge, Massachusetts, does hereby grant, sell, assign and transfer all of his right, title and interest in and to the mortgage described below and the note secured thereby and the aircraft covered thereby to the assignee, whose address is 62 West St., Beverly Farms, Massachusetts, and does hereby authorize the assignee to do every act and thing necessary to collect and discharge the same.

6. The mortgage hereby assigned was between the corporation (Aviation Exchange Corporation) as mortgagor and the assignor hereunder (Robert T. P. Storer) as mortgagee, was dated June 5, 1952, covered the Vought-Sikorsky aircraft, model SV 44A, serial no. 4402, CAA identification mark NC 41881, was recorded with the Civil Aeronautics Administration on September 22, 1952 as document no. 609310, was recorded with the Register of the City of New York, New York County Office, on September 3, 1952, under file no. 44825, and was recorded in the office of the Clerk of the Circuit Court for Baltimore County, Towson, Maryland, on January 23, 1953.

7. This assignment is to be held by the assignee in trust as security for the payment of the principal of and interest (not exceeding 6% per annum) on all the promissory notes and loans referred to in paragraphs 1, 2, 3 and 4, all of which are now secured hereby, and all renewals and extensions thereof, provided that the total principal amount so secured shall not exceed $37,202.41 and no loans made pursuant to paragraph 4 after that total has been reached shall be so secured.

8. This assignment shall be effective notwithstanding any deficiency in the authorization or execution of any borrowing secured hereby or any voidability thereof on any other ground.

9. It is understood that the assignor may make other assignments of the mortgage and note hereby assigned to secure obligations of the corporation, the security thereby granted to be on a parity with the security granted hereby, so long as the total principal amount of obligations secured by assignments of the mortgage and note does not exceed $100,000. For the purposes of this paragraph the future loans of the assignee (whether as principal or agent or both) which may be made within the limit specified in paragraph 7 shall be

treated as already secured hereby unless and until he notifies the assignor in writing that no additional loans will be made.

10. The assignor warrants that the consideration secured by the aforesaid mortgage is bona fide, but does not make any warranty of title to the mortgage, note or aircraft.

11. This assignment is made on the condition that a discharge executed by the assignee or by a person authorized by him shall be sufficient to discharge the interests of all persons whose claims are secured hereby and that all parties may rely on any authorization given by the assignee for this purpose unless they have received notice of its revocation.

12. This assignment supplements and confirms except to the extent of any inconsistency the assignment from the assignor to the assignee dated January 24, 1955, recorded with the Civil Aeronautics Administration on February 9, 1955, as document no. 728812, and the supplemental assignment from the assignor to the assignee dated March 10, 1955, recorded with the Civil Aeronautics Administration on March 22, 1955, a document no. 733910, with the Clerk of the Circuit Court for Baltimore County, Towson, Maryland, on March 17, 1955, no. 258680, book 272, page 354, and with the Register of the City of New York, New York County Office, on March 14, 1955, under file no. 11398.

13. This assignment is on a parity with an assignment of even date to the assignor as agent.

IN WITNESS WHEREOF I have set my hand and seal this 6th day of June, 1955.

Robert T. P. Storer

Robert T. P. Storer

Signed in the presence of

James W. Perkins

The Commonwealth of Massachusetts
Suffolk, ss.

On this 6th day of June, 1955, Robert T. P. Storer, personally known to me, personally appeared before me and acknowledged that he executed the foregoing instrument as his free act and deed.

Mary V. Kearns

Notary Public

My commission expires

MARY V. KEARNS
NOTARY PUBLIC
My Commission Expires June 7, 1958

C. 11. 5M-4-54-912024

The Commonwealth of Massachusetts

EDWARD J. CRONIN
Secretary of the Commonwealth

H 8045

Boston, June 14, *19* 55

I hereby certify, *That at the date of the attestation hereto annexed,*

Mary V. Kearns

whose name is signed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking such acknowledgment, proof or affidavit, a NOTARY PUBLIC for the said Commonwealth duly commissioned and sworn; that to her *acts and attestations as such, full faith and credit are and ought to be given in and out of court; that as such Notary Public* she *was by law authorized to take the same, to take depositions, to administer oaths and take acknowledgments of deeds or conveyances of lands, tenements or hereditaments and other instruments throughout the Commonwealth to be recorded according to law; that I have compared* her *signature to the annexed attestation with the original on file in this office, and verily believe it to be genuine. I further certify that the impressions of the seals of Notaries Public are not required by law to be filed in this office.*

In testimony of which, *I have hereunto affixed the* **Great Seal of the Commonwealth** *the date above written.*

Edward J. Cronin

EDWARD J. CRONIN
Secretary of the Commonwealth

RECEIVED
JUN 15 3 50 PM '55
ADMIN. & RECORDS BRANCH
W-300

MICRO

The assignee affirms that the consideration of the foregoing assignment is true and bona fide as therein set forth.

Robert T. P. Storer, Jr.

Robert T. P. Storer, Jr.

The Commonwealth of Massachusetts
Suffolk, ss.

Subscribed and sworn to before me by Robert T. P. Storer, Jr. this 6th day of June, 1955.

James W. Perkins
Notary Public

My commission expires

JAMES W. PERKINS
NOTARY PUBLIC
My commission expires Aug. 5, 1955

C. 11. 5M-4-54-912024

The Commonwealth of Massachusetts

EDWARD J. CRONIN
Secretary of the Commonwealth

H 8051

Boston, June 14, *19* 55

I hereby certify, *That at the date of the attestation hereto annexed,*

James W. Perkins

whose name is signed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking such acknowledgment, proof or affidavit, a NOTARY PUBLIC for the said Commonwealth duly commissioned and sworn; that to his *acts and attestations as such, full faith and credit are and ought to be given in and out of court; that as such Notary Public* he *was by law authorized to take the same, to take depositions, to administer oaths and take acknowledgments of deeds or conveyances of lands, tenements or hereditaments and other instruments throughout the Commonwealth to be recorded according to law; that I have compared* his *signature to the annexed attestation with the original on file in this office, and verily believe it to be genuine. I further certify that the impressions of the seals of Notaries Public are not required by law to be filed in this office.*

In testimony of which, *I have hereunto affixed the* **Great Seal of the Commonwealth** *the date above written.*

Edward J. Cronin

EDWARD J. CRONIN
Secretary of the Commonwealth

RECEIVED
JUN 15 3 50 PM '55
ADMIN. & RECORDS BRANCH
W-300

MICRO

747326

ASSIGNMENT OF NOTE AND MORTGAGE

WHEREAS:

1. Aviation Exchange Corporation (a New York corporation, hereinafter called the corporation) has issued the following promissory notes to Robert T. P. Storer, Agent, maturing August 1, 1955, and bearing interest at the rate of 6% per annum:

Date	Principal Amount
April 8, 1955	$ 1,275.00
April 26, 1955	797.59
May 2, 1955	2,100.00
May 20, 1955	500.00
Total	$ 4,672.59

RECORDED WASHINGTON, D.C. JUN 29 1 36 PM '55 CIVIL AERONAUTICS ADMINISTRATION

RELEASED BY DOC. 86148.7

NOW THEREFORE:

2. In consideration of the loans to the corporation evidenced by the foregoing promissory notes, the undersigned Robert T. P. Storer (hereinafter in his individual capacity called the assignor) of 133 Coolidge Hill ~~Road~~, Cambridge, Massachusetts, does hereby grant, sell, assign and transfer all of his right, title and interest in and to the mortgage described below and the note secured thereby and the aircraft covered thereby to himself as agent (hereinafter in this capacity called the assignee) and declares that he holds the same in trust for the beneficial holders of the promissory notes listed in paragraph 1. The assignee may do every act and thing necessary to collect and discharge the mortgage and the note secured thereby. The foregoing assignment and declaration are hereinafter collectively referred to as "this assignment".

3. The mortgage hereby assigned was between the corporation (Aviation Exchange Corporation) as mortgagor and the assignor hereunder (Robert T. P. Storer) as mortgagee, was dated June 5, 1952, covered the Vought-Sikorsky aircraft, model SV 44A, serial no. 4402, CAA identification mark NC 41881, was recorded with the Civil Aeronautics Administration on September 22, 1952 as document no. 609310, was recorded with the Register of the City of New York, New York County Office, on September 3, 1952, under file no. 44825, and was recorded in the office of the Clerk of the Circuit Court for Baltimore County, Towson, Maryland, on January 23, 1953.

4. This assignment is to be held by the assignee in trust as security for the payment of the principal of and interest on all the promissory notes referred to in paragraph 1, all of which are now secured hereby, and all renewals and extensions thereof.

5. This assignment shall be effective notwithstanding any deficiency in the authorization or execution of any borrowing secured hereby or any voidability thereof on any other ground.

6. It is understood that the assignor may make other assignments of the mortgage and note hereby assigned to secure obligations of the corporation, the security thereby granted to be on a parity with the security granted hereby, so long as the total principal amount of obligations secured by assignments of the mortgage and note does not exceed $100,000.

7. The assignor warrants that the consideration secured by the aforesaid mortgage is bona fide, but does not make any warranty of title to the mortgage, note or aircraft.

8. This assignment is made on the condition that a discharge executed by the assignee or by a person authorized by him shall be sufficient to discharge the interests of all persons whose claims are secured hereby and that all parties may rely on any authorization given by the assignee for this purpose unless they have received notice of its revocation.

9. This assignment is on a parity with the assignment from the assignor to Robert T. P. Storer, Jr., Agent, dated January 24, 1955, recorded with the Civil Aeronautics Administration on February 9, 1955, as document no. 728812, and assignments supplemental thereof.

IN WITNESS WHEREOF I have set my hand and seal this 6th day of June, 1955.

Robert T. P. Storer

Robert T. P. Storer

Signed in the presence of

James W. Perkins

The Commonwealth of Massachusetts
Suffolk, ss.

On this 6th day of June, 1955, Robert T. P. Storer, personally known to me, personally appeared before me and acknowledged that he executed the foregoing instrument as his free act and deed.

Mary V. Kearns

Notary Public

My commission expires

MARY V. KEARNS
NOTARY PUBLIC
My Commission Expires June 7, 1958

C. 11. 5M-4-54-912024

The Commonwealth of Massachusetts

EDWARD J. CRONIN

Secretary of the Commonwealth

H 8048

Boston, June 14, *19* 55

I hereby certify, *That at the date of the attestation hereto annexed,*

Mary V. Kearns

whose name is signed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking such acknowledgment, proof or affidavit, a NOTARY PUBLIC for the said Commonwealth duly commissioned and sworn; that to her *acts and attestations as such, full faith and credit are and ought to be given in and out of court; that as such Notary Public* she *was by law authorized to take the same, to take depositions, to administer oaths and take acknowledgments of deeds or conveyances of lands, tenements or hereditaments and other instruments throughout the Commonwealth to be recorded according to law; that I have compared* her *signature to the annexed attestation with the original on file in this office, and verily believe it to be genuine. I further certify that the impressions of the seals of Notaries Public are not required by law to be filed in this office.*

In testimony of which, *I have hereunto affixed the* **Great Seal of the Commonwealth** *the date above written.*

Edward J. Cronin

EDWARD J. CRONIN

Secretary of the Commonwealth

RECEIVED
JUN 15 3 48 PM '55
ADMIN. & RECORDS BRANCH
W-300

MICRO

The assignee affirms that the consideration of the foregoing assignment is true and bona fide as therein set forth.

Robert T. P. Storer, Agent

Robert T. P. Storer, Agent

The Commonwealth of Massachusetts
Suffolk, ss.

Subscribed and sworn to before me by Robert T. P. Storer, Agent, this 6th day of June, 1955.

James W. Perkins
Notary Public

My commission expires

JAMES W. PERKINS
NOTARY PUBLIC
My commission expires Aug. 5, 1955

C. 11. 5M-4-54-912024

The Commonwealth of Massachusetts

EDWARD J. CRONIN

Secretary of the Commonwealth

H 8054

Boston, June 14, *19* 55

I hereby certify, *That at the date of the attestation hereto annexed,*

James W. Perkins

whose name is signed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking such acknowledgment, proof or affidavit, a NOTARY PUBLIC for the said Commonwealth duly commissioned and sworn; that to his *acts and attestations as such, full faith and credit are and ought to be given in and out of court; that as such Notary Public* he *was by law authorized to take the same, to take depositions, to administer oaths and take acknowledgments of deeds or conveyances of lands, tenements or hereditaments and other instruments throughout the Commonwealth to be recorded according to law; that I have compared* his *signature to the annexed attestation with the original on file in this office, and verily believe it to be genuine. I further certify that the impressions of the seals of Notaries Public are not required by law to be filed in this office.*

In testimony of which, *I have hereunto affixed the* **Great Seal of the Commonwealth** *the date above written.*

Edward J. Cronin

EDWARD J. CRONIN

Secretary of the Commonwealth

RECEIVED
JUN 15 3 48 PM '55
ADMIN. & RECORDS BRANCH
W-300

MICRO

733910

RECORDED
WASHINGTON, D. C.

SUPPLEMENTAL ASSIGNMENT OF NOTE AND MORTGAGE

MAR 22 11 05 AM '55

CIVIL AERONAUTICS
ADMINISTRATION

WHEREAS:

1. The following promissory notes of Aviation Exchange Corporation (a New York corporation, hereinafter called the corporation) maturing one year after their respective dates and bearing interest at the rate of 6% per annum have been assigned to Robert T. P. Storer, Jr. (hereinafter called the assignee) as agent:

Date		Principal Amount
December 28, 1954		$1,500
December 30, 1954		700
January 3, 1955		2,500
January 14, 1955		500
January 18, 1955		1,000
	Total	$6,300

RELEASED BY DOC. 861486

2. The following promissory notes of the corporation maturing one year after their respective dates and bearing interest at the rate of 6% per annum either have been or are expected to be assigned to the assignee as agent:

Date		Principal Amount
January 6, 1955		$1,000
	Total	$1,000

3. The assignee is the holder as principal or agent or both of the following promissory notes of the corporation maturing August 1, 1955, and bearing interest at the rate of 6% per annum:

Date	Principal amount
January 28, 1955	$ 700.00
January 31, 1955	1,028.71
February 1, 1955	300.00
February 4, 1955	784.07
February 7, 1955	225.00

February 8, 1955	2,500.00
February 11, 1955	522.26
February 11, 1955	300.00
February 11, 1955	500.00
February 17, 1955	2,476.40
February 23, 1955	693.23
February 24, 1955	2,699.82
February 25, 1955	500.00
March 1, 1955	230.00
March 2, 1955	971.61
March 7, 1955	360.00
March 9, 1955	456.72
March 10, 1955	736.86
Total	$ 15,984.68

4. The assignee as principal or agent or both has made other loans to the corporation since January 24, 1955 which have not as yet been evidenced by promissory notes, including without limitation the following:

Date	Principal Amount
Total	$

5. The assignee as principal or agent or both may make further loans to the corporation on or before May 1, 1955.

NOW THEREFORE:

6. In consideration of the foregoing loans to the corporation including the loans evidenced by the foregoing promissory notes, the undersigned

Robert T. P. Storer (hereinafter called the assignor) of 60 State Street, Boston, Massachusetts, does hereby sell, assign and transfer all of his right, title and interest in and to the mortgage described below and the note secured thereby and the aircraft covered thereby to the assignee, whose address is 53 State Street, Boston, Massachusetts, and does hereby authorize the assignee to do every act and thing necessary to collect and discharge the same.

7. The mortgage hereby assigned was between the corporation (Aviation Exchange Corporation) as mortgagor and the assignor hereunder (Robert T. P. Storer) as mortgagee, was dated June 5, 1952, covered the Vought-Sikorsky aircraft, model SV44A, serial no. 4402, CAA identification mark NC 4 1881, was recorded with the Civil Aeronautics Administration on September 22, 1952 as document no. 609310, was recorded with the Register of the City of New York, New York County Office, on September 3, 1952, under file no. 44825, and was recorded in the office of the Clerk of the Circuit Court for Baltimore County, Towson, Maryland, on January 23, 1953.

8. This assignment is to be held by the assignee as security for the payment of the principal of and interest (not exceeding 6% per annum) on all the promissory notes and loans referred to in paragraphs 1, 2, 3, 4 and 5, including those covered by but not listed in paragraph 4, provided that the total principal amount so secured shall not exceed $35,000 and no loans made pursuant to paragraph 5 after that total has been reached shall be so secured.

9. This assignment shall be effective notwithstanding any deficiency in the authorization or execution of any borrowing secured hereby or any viodability thereof on any other ground.

10. It is understood that the assignor may make other assignments of the mortgage and note hereby assigned to secure obligations of the corporation, the security thereby granted to be on a parity with the security granted hereby, so long as the total principal amount of obligations secured by assignments of the mortgage and note does not exceed $100,000. For the purposes of this paragraph the future loans of the assignee (whether as principal

or agent or both) which may be made within the limit specified in paragraph 8 shall be treated as already secured hereby unless and until he notifies the assignor in writing that no additional loans will be made.

11. The assignor warrants that the consideration secured by the aforesaid mortgage is bona fide, but does not make any warranty of title to the mortgage, note or aircraft.

12. This assignment is made on the condition that a discharge executed by the assignee or by a person authorized by him shall be sufficient to discharge the interests of all persons whose claims are secured hereby and that all parties may rely on any authorization given by the assignee for this purpose unless they have received notice of its revocation.

13. This assignment supplements and confirms the assignment from the assignor to the assignee dated January 24, 1955, recorded with the Civil Aeronautics Administration on February 9, 1955, as document no. 728812.

IN WITNESS WHEREOF I have set my hand and seal this 10th day of March, 1955.

Robert T. P. Storer

Signed in the presence of

George L. Powell

The Commonwealth of Massachusetts

Suffolk, ss.

On this 10th day of March, 1955, Robert T. P. Storer, personally known to me, personally appeared before me and acknowledged that he executed the foregoing instrument as his free act and deed.

James W. Perkins
Notary Public

My commission expires _____

JAMES W. PERKINS
NOTARY PUBLIC
My commission expires Aug. 5, 1955

C. 11. 5M-4-54-912024

The Commonwealth of Massachusetts

EDWARD J. CRONIN

Secretary of the Commonwealth

H 6972

Boston, March 11. *19* 55.

I hereby certify, *That at the date of the attestation hereto annexed,*

James H. Perkins

whose name is signed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking such acknowledgment, proof or affidavit, a NOTARY PUBLIC for the said Commonwealth duly commissioned and sworn; that to his acts and attestations as such, full faith and credit are and ought to be given in and out of court; that as such Notary Public he was by law authorized to take the same, to take depositions, to administer oaths and take acknowledgments of deeds or conveyances of lands, tenements or hereditaments and other instruments throughout the Commonwealth to be recorded according to law; that I have compared his signature to the annexed attestation with the original on file in this office, and verily believe it to be genuine. I further certify that the impressions of the seals of Notaries Public are not required by law to be filed in this office.

In testimony of which, *I have hereunto affixed the* **Great Seal of the Commonwealth** *the date above written.*

Edward J. Cronin

EDWARD J. CRONIN

Secretary of the Commonwealth

RECEIVED
MAR 15 2 17 PM '55
ADMIN. & RECORDS BRANCH
W-300

MICRO

The assignee affirms that the consideration of the foregoing assignment is true and bona fide as therein set forth.

Robert T. P. Storer, Jr.
Robert T. P. Storer, Jr.

The Commonwealth of Massachusetts

Suffolk, ss.

Subscribed and sworn to before me by Robert T. P. Storer, Jr. this 11th day of March, 1955.

James W. Perkins
Notary Public

My commission expires _____

JAMES W. PERKINS
NOTARY PUBLIC
My commission expires Aug. 5, 1955

C. 11. 5M-4-54-912024

The Commonwealth of Massachusetts

EDWARD J. CRONIN

Secretary of the Commonwealth

H 6973

Boston, March 11 19 55

I hereby certify, *That at the date of the attestation hereto annexed,*

James H. Perkins

whose name is signed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking such acknowledgment, proof or affidavit, a NOTARY PUBLIC for the said Commonwealth duly commissioned and sworn; that to his acts and attestations as such, full faith and credit are and ought to be given in and out of court; that as such Notary Public he was by law authorized to take the same, to take depositions, to administer oaths and take acknowledgments of deeds or conveyances of lands, tenements or hereditaments and other instruments throughout the Commonwealth to be recorded according to law; that I have compared his signature to the annexed attestation with the original on file in this office, and verily believe it to be genuine. I further certify that the impressions of the seals of Notaries Public are not required by law to be filed in this office.

In testimony of which, *I have hereunto affixed the* **Great Seal of the Commonwealth** *the date above written.*

Edward J. Cronin

EDWARD J. CRONIN

Secretary of the Commonwealth

RECEIVED
MAR 15 2 17 PM '55
ADMIN. & RECORDS BRANCH
W-300

MICRO

728812
RECORDED
WASHINGTON, D. C.

ASSIGNMENT OF NOTE AND MORTGAGE

FEB 9 10 19 AM '55

CIVIL AERONAUTICS ADMINISTRATION

1. In consideration of loans of $7,300 which have been made by five principals to Aviation Exchange Corporation (a New York corporation, hereinafter called the corporation) and in consideration of a loan of $ none which has been made to the corporation contemporaneously with the delivery of this assignment by Robert T. P. Storer, Jr. (hereinafter called the assignee), as principal or agent or both, and in consideration of any loan or loans which the assignee (as principal or agent or both) may make on or before May 1, 1955, to the corporation, all of such loans whether heretofore, now or hereafter made not to exceed $35,000 in principal amount, I, Robert T. P. Storer, xxx hereby sell, assign and transfer all of my right, title and interest in and to the mortgage from the corporation to me dated June 5, 1952, covering the Vought-Sikorsky aircraft, model SV44A, serial no. 4402, CAA identification mark NC 4 1881, and the note secured thereby, and the aircraft covered thereby unto the assignee, Robert T. P. Storer, Jr., whose address is 53 State Street Boston, Massachusetts, and hereby authorize the assignee to do every act and thing necessary to collect and discharge the same.

Doc. 609310

RELEASED BY DOC. 861486

2. This assignment is to be held by the assignee as security for the payment of the principal of and interest (not exceeding 6% per annum) on all the loans referred to in paragraph 1 and as agent for all the persons, including himself, whose claims are secured hereby.

3. This assignment shall be effective notwithstanding any deficiency in the authorization or execution of the borrowing or borrowings secured hereby.

4. It is understood that I may make other assignments of the mortgage and note hereby assigned to secure obligations of the corporation, the security thereby granted to be on a parity with the security granted hereby, so long as the total principal amount of obligations secured by assignments of the mortgage and note does not exceed $100,000. For the purposes of this paragraph the future loans of the assignee (whether as principal or agent or both) which may be made within the limit specified in paragraph 1 shall be treated as already secured hereby unless and until he notifies me in writing that no additional loans will be made.

Assignment from Robert T.P. Storer
To Robert T.P. Storer, Jr.

5. I warrant that the consideration secured by the aforesaid mortgage is bona fide, but I do not make any warranty of title to the mortgage, note or aircraft.

6. This assignment is made on the condition that a discharge executed by the assignee or by a person authorized by him shall be sufficient to discharge the interests of all persons whose claims are secured hereby and that all parties may rely on any authorization given by the assignee for this purpose unless they have received notice of its revocation.

IN WITNESS WHEREOF I have set my hand and seal this 24th day of January, 1955.

Robert T. P. Storer

Signed in the presence of:

James W. Perkins

The $7,300 of loans referred to in paragraph 1 were made on the following dates in the amounts indicated:

December 28, 1954	$1,600
December 30, 1954	700
January 3, 1955	2,500
January 6, 1955	1,000
January 14, 1955	500
January 18, 1955	1,000
	$7,300

MICRO

The Commonwealth of Massachusetts

Suffolk, ss.

On this 24th day of January, 1955, Robert T. P. Storer, personally known to me, personally appeared before me and acknowledged that he executed the foregoing instrument as his free act and deed.

Hollwol Campbell
Notary Public

My commission expires Oct 8, 1959

The assignee affirms that the consideration of the foregoing assignment is true and bona fide as therein set forth.

Robert T. P. Storer, Jr.
Robert T. P. Storer, Jr.

The Commonwealth of Massachusetts

Suffolk, ss.

Subscribed and sworn to before me by Robert T. P. Storer, Jr. this 24th day of January, 1955.

Hollwol Campbell
Notary Public

My commission expires Oct 8, 1959

C. 11. 5M-4-54-912024

The Commonwealth of Massachusetts

EDWARD J. CRONIN

Secretary of the Commonwealth

H 6563

Boston, January 31, 1955.

I hereby certify, *That at the date of the attestation hereto annexed,*

Holbrook Campbell

whose name is signed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking such acknowledgment, proof or affidavit, a NOTARY PUBLIC for the said Commonwealth duly commissioned and sworn; that to his acts and attestations as such, full faith and credit are and ought to be given in and out of court; that as such Notary Public he was by law authorized to take the same, to take depositions, to administer oaths and take acknowledgments of deeds or conveyances of lands, tenements or hereditaments and other instruments throughout the Commonwealth to be recorded according to law; that I have compared his signature to the annexed attestation with the original on file in this office, and verily believe it to be genuine. I further certify that the impressions of the seals of Notaries Public are not required by law to be filed in this office.

In testimony of which, *I have hereunto affixed the* **Great Seal of the Commonwealth** *the date above written.*

Edward J. Cronin

EDWARD J. CRONIN

Secretary of the Commonwealth

RECEIVED
FEB 3 3 46 PM '55
ADMIN. & RECORDS BRANCH
W-300

Assignment No. 733910
Assignment No. 728812
747326
747327

NOT RECORDED OR RECORDING FEE
DATE SEP 1 1 1952 19
BY

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 5th day of June, 1952, by and between AVIATION EXCHANGE CORPORATION whose address is 60 East 42nd Street, New York, N. Y., hereinafter called the Mortgagor, and ROBERT T. P. STORER whose address is 60 State Street, Boston 9, Massachusetts, hereinafter called the Mortgagee, 609310

RECORDED
WASHINGTON, D. C.
SEP 27 12 39 PM '52
CIVIL AERONAUTICS ADMINISTRATION

WITNESSETH: That the said Mortgagor, being justly indebted unto the said Mortgagee in the sum of One Hundred Thousand ($100,000) Dollars as evidenced by a promissory note referred to herein, grants, bargains, sells, and assigns the following described aircraft:

Manufacturer Aircraft: Vought-Sikorsky

Model: SV44A

Serial No. 4402

CAA indentification mark: NC4 1881

RELEASED BY DOC. 861485

now located at the Harbor Field Municipal Airport, Baltimore, Maryland.

The above described aircraft is hereby mortgaged to the Mortgagee for the purpose 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 June 5th, 1952, executed by the Mortgagor and payable to the order of Robert T. P. Storer in the aggregate sum of $100,000 with interest thereon at the rate of 6 per centum per annum, from date, payable on demand.

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 it 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.

Provided, however, that if the Mortgagor, its successors or assigns shall pay said note and 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 hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee.

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.

This is a purchase money chattel mortgage given by the Mortgagor to the Mortgagee to secure a portion of the purchase price of the above described aircraft on the purchase of said aircraft by the Mortgagor herein from one, Hugh I. Wells.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed on its behalf the day and year first above written.

AVIATION EXCHANGE CORPORATION

By Harry A. Bourdeau
Vice President (Seal)

By Robert T. P. Shea
Treasurer

Signed in the presence of

Salvatore Theard

ACKNOWLEDGMENT BY MORTGAGOR

STATE OF NEW YORK)
ss.:
COUNTY OF NEW YORK)

On this 27th day of August , 19 2, before me personally appeared HARRY A. BORNSTEIN, to me known personally, being duly sworn, says that he is the Vice President of the AVIATION EXCHANGE CORPORATION and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors, and said HARRY A. BORNSTEIN, acknowledged the foregoing chattel mortgage to be the free act and deed of said corporation.

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

Salvatore Fiscaro
Notary Public

SALVATORE FISCARO
Notary Public State of New York
No. 31-9459200
Qualified in New York County
Certs. filed with N.Y., Kings & Bronx Regs.
Commission Expires March 30, 1954

RELEASED BY
DOC 469254 B/8

MAY-11-48 52579 S C C 2 Rec A 5.00
Refund $1.00

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 27 day of April, 1948, by and between SKYWAYS INTERNATIONAL TRADING & TRANSPORT CO., INC., a Florida corporation whose address is Miami International Airport, Miami, Florida, hereinafter called the mortgagor, and SEABOARD COMMERCIAL CORPORATION, a Delaware corporation whose principal office is located at 1819 Broadway, New York, hereinafter called the mortgagee,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Twenty Thousand One Hundred and 53/100 ($20,100.53) Dollars as evidenced by a promissory note referred to herein, hereby grants, bargains and sells to the said mortgagee its successors, and assigns, the following described aircraft:

Manufacturer of Aircraft: Sikorsky Model: S-44A
Serial Number: 4402 CAA Identification Mark NC 41881
Manufacturer of Engines: Pratt & Whitney
Model: 1830-92
Serial Nos. 14,440, 13,910, 11,300, 47,059

presently based at Baltimore Municipal Airport, Seaplane Base, Baltimore, Maryland, together with all equipment and accessories attached thereto or used in connection therewith, all of which are included in the terms aircraft as used herein.

The above described aircraft is hereby mortgaged to the mortgagee for the purpose 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 April 27, 1948, executed by mortgagor and payable to the order of Seaboard Commercial Corporation in the aggregate principal sum of $20,100.53, with interest thereon at the rate of 1/30th of 1% per day, from date, payable on demand.

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 received by this instrument, 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 its rights hereunder.

Provided, however, that if the mortgagor, its 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.

Said mortgagor hereby declares and hereby warrants to the said mortgagee that it 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.

It is expressly agreed, that the mortgagor shall and will keep the said aircraft and parts appertinent thereto, insured against loss, damage, destruction to or of the said airplane, loss and damage by fire, by insurance in an amount approved by the mortgagee and assign the policy and certificates thereof to the mortgagee. In default thereof, it shall be lawful for the mortgagee to effect such insurance and the premium paid for affecting the same shall be a lien on the said aircraft, which shall be added to the amount of the said mortgage or obligation and shall be secured by this instrument and payable on demand with interest at the rate of 1/30th of 1% per day.

Upon default, the mortgagee may at once proceed to foreclose this mortgage in any manner provided by law, or it may at its option, and it is hereby empowered to so do, with or without a foreclosure action, enter upon the premises where the said aircraft may be and take possession thereof and to remove and sell and dispose of the same at public or private sale. The mortgagee shall retain from the proceeds of such sale all costs and charges incurred by it in the taking or sale of said aircraft, including

any reasonable attorney's fees incurred in addition to all sums due him on said promissory note, plus interest thereon. Any surplus of such proceeds remaining after the mortgage has been paid as aforesaid shall be paid to the mortgagor, or whoever may be legally entitled to receive the same. If a deficiency occurs, the mortgagor agrees to pay such deficiency to the mortgagee forthwith.

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

In Witness Whereof, the mortgagor has hereunto set its hand and seal on the day and year first above written.

(Corporate Seal)

SKYWAYS INTERNATIONAL TRADING & TRANSPORT CO. INC.

ATTEST:

George Cherthof
Secretary

BY Robert J. Bergeron
President

STATE OF FLORIDA:
SS
COUNTY OF DADE:

On this 30th day of April, 1948, before me personally appeared Robert J. Bergeron, to me known, who, being by me duly sworn did depose and says: that he resides in Miami, Florida; that he is the President of Skyways International Trading & Transport Co., Inc., the corporation described in and which executed the foregoing instrument; 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 order of the Board of Directors and Robert J. Bergeron signed his name thereto by like order.

Robert J. Bergeron
Notary Public

Sworn to and subscribed before me this 30th day of April, 1948.

Helen L. Davis
Notary Public, State of Florida

STATE OF FLORIDA:
SS
COUNTY OF DADE:

On the 30th day of April, 1948, before me came ROBERT J. BERGERON, to me known, who being by me duly sworn, did depose and say that he is the President of Skyways International Trading & Transport Co., Inc., the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporation seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Gladys L. Davis
Notary Public, State of Florida

Notary Public, State of Florida at Large
My commission expires August 15, 1948
Bonded by American Surety Co. of N. Y.

FORM ACA-500
(5-47)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

1. [illegible]TY AND REGISMARKS	2. MAKE OF AIRCRAFT	3. AIRCRAFT SERIAL NUMBER
NC 41881 U.S.A.	Vought-Sikorsky	4402

4. Aviation Exchange Corporation
NAME OF OWNER

5. 60 East 42nd Street
ADDRESS OF OWNER NUMBER STREET

New York, New York
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 7TH DECEMBER 1944, AND WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED.

TO BE EXECUTED BY CERTIFICATION AND RECORDATION SECTION, WASHINGTON, D. C. 6-11-2

DA[illegible] ISSUE: JUN 4 1952

BY DIRECTION OF THE ADMINISTRATOR:

DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

FORWARD

MICRO

FORM ACA-500
(5-47)

PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

FORM APPROVED
BUDGET BUREAU NO.
41-R889.1

1. REGISTRATION NO.

NC41881

2. NAME OF APPLICANT

Aviation Exchange Corporation

3. ADDRESS (*Number, street, city, zone, and State*)

60 East 42nd Street
New York, New York

4. AIRCRAFT

MAKE Vought-Sikorsky

SERIAL NO.

4402

5. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, CERTIFICATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D. C., ON _____ 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.

SIGNATURE OF APPLICANT Hugh L. Wells

TITLE President

IF AND THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART B) MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.

FORWARD TO WASHINGTON

MICRO

CAA-500
(5-47)

PART C

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

FOR AND IN CONSIDERATION OF $1 and other consideration THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Vought-Sikorsky	4402	NC41881

DOES THIS 26th DAY OF September, 19 51 HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER

AVIATION EXCHANGE CORPORATION

594802

ADDRESS OF PURCHASER (*Number, street, city, zone, and State*)

60 East 42nd Street
New York, New York

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
None		

IN FAVOR OF

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 26th DAY OF September, 19 51

NAME OF SELLER

Hugh L. Wells

BY (*Signature in ink*)

President

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

CIVIL AERONAUTICS ADMINISTRATION
JUN 12 49 PM '55
WASHINGTON, D.C.
RECORDED
MAY-26-52
4162 B H
FEE Rec A
4.00

FORWARD TO WASHINGTON

ACKNOWLEDGMENT

STATE OF Maryland

City ~~COUNTY~~ OF Baltimore

ON THIS 26th DAY OF September, 19 51 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

Bessie D. Mullen
Seal

MY COMMISSION EXPIRES

May 4 1953

READ INSTRUCTIONS AT RIGHT CAREFULLY

MICRO

RECEIVED
PUBLIC SERVICE
MAY 29 1992

FORM [redacted]CA-500
[redacted]-47)
[redacted]
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 NUMBER
N 41881	Vought-Sikorsky	4402

4. Hugh I. Wells
NAME OF OWNER

5. National Hotel
7th Avenue at 42nd Street
ADDRESS OF OWNER — NUMBER — STREET

New York — New York
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 [redacted]CORDANCE WITH THE CONVENTION ON INTERNATIONAL CIVIL AVIATION DATED 7TH DECEMBER 1944, AND [redacted]HE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED.

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

DATE OF ISSUE: January 23, 1952 mb

BY DIRECTION OF THE ADMINISTRATOR: 1-29-52

DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

FORWARD TO WASHINGTON

[redacted]OLD HERE

MICRO

FORM ACA-500
(5-47)

PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

FORM APPROVED
BUDGET BUREAU NO.
41-R889.1

1. REGISTRATION NO.

N 41881

2. NAME OF APPLICANT

HUGH I. WELLS

3. ADDRESS (*Number, street, city, zone, and State*)

National Hotel
7th Ave at 42nd Street
New York, N.Y.

4. AIRCRAFT

MAKE VOUGHT SIKORSKY SV44A

SERIAL NO.

4402

5. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, CERTIFICATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D. C., ON June 7 19 51 THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938.

SIGNATURE OF APPLICANT Hugh I. Wells

TITLE Owner

IF ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART B) MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.

RETAIN IN AIRCRAFT - USE TYPEWRITER

JAN 21 12 28 PM '52
RECEIVED
CERTIFICATE SECTION

MICRO

FORM ACA-500 (5-47)

PART C

(3) as

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1.00 and other considerations THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Sikorsky	4402	NC4 1881

DOES THIS 7th DAY OF June 19 51 HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER

Hugh I. Wells

578722 ach

ADDRESS OF PURCHASER (*Number, street, city, zone, and State*)

Hotel National, Seventh Avenue, New York, N. Y.

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
None		

IN FAVOR OF

RECORDED JAN 23 8 58 AM '52 WASHINGTON, D.C. CIVIL AERONAUTICS ADMINISTRATION

IN TESTIMONY WHEREOF I HAVE SET My HAND AND SEAL THIS 7th DAY OF June, 19 51

NAME OF SELLER

HARRY A. BORNSTEIN

BY (*Signature in ink*)

Harry A. Bornstein

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

See OK

ACKNOWLEDGMENT

~~STATE OF~~ Commonwealth of Massachusetts

COUNTY OF Suffolk

ON THIS 7th DAY OF June, 19 51 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

Harry Finn

Seal

MY COMMISSION EXPIRES

September 6, 1957

READ INSTRUCTIONS AT RIGHT CAREFULLY

RETAINED BY PURCHASER - USE TYPEWRITER

MICRO

JAN 21 12 28 PM '95
RECEIVED
CERTIFICATE SECTION

FORM ACA-500
(5-47)

PART

NOT ACCEPTABLE FOR RECORDING

DATE ..... 19..... 2 as

BY .....

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1.00 and other consideration THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Sikorsky	4402	NC 4 1881

DOES THIS 6th DAY OF December 1950 HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER

Harry A. Bornstein 578721

ADDRESS OF PURCHASER (*Number, street, city, zone, and State*)

18 Woodson Street, Boston, Massachusetts

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
None		

IN FAVOR OF

RECORDED
WASHINGTON, D. C.
JAN 23 8 36 AM '52
CIVIL AERONAUTICS ADMINISTRATION

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 6th DAY OF December 1950

NAME OF SELLER

J. L. Boland, Agent

BY (*Signature in ink*)

Owner J. L. Boland

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

Agent J. L. Boland Agent OK Pla in folder

ACKNOWLEDGMENT

STATE OF Maryland

City OF Baltimore

ON THIS 6th DAY OF December 1950 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

Seal Notary Public

MY COMMISSION EXPIRES

May 7, 1951

READ INSTRUCTIONS AT RIGHT CAREFULLY

FORWARD TO WASHINGTON

DEPT OF COMMERCE
CIVIL AERONAUTICS ADM
JUN 8 2 01 PM '51
MAIL ROOM 5
WASHINGTON

JUN 8 3 14 PM '51
RECEIVED
CERTIFICATE SECTION

MICRO

FORM ACA-500
(5-47)

PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

FORM APPROVED
BUDGET BUREAU NO.
41-R889.1

1. REGISTRATION NO.

NC 41881

2. NAME OF APPLICANT

J. L. Bolend

3. ADDRESS (*Number, street, city, zone, and State*)

507 N. 1st. Street
Richmond, Virginia

4. AIRCRAFT

MAKE

Sikorsky

SERIAL NO.

4402

5. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, CERTIFICATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D. C., ON _____ 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.

SIGNATURE OF APPLICANT J. L. Bolend

TITLE owner

IF ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART B) MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.

RETAIN IN AIRCRAFT - USE TYPEWRITER

MICRO

FORM ACA-500
(5-47)
PART C

(A) as per note

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1.00 and other considerations THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Sikorsky	4402	ND 41881

DOES THIS 17th DAY OF September, 19 50 HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER Virgil G. Boland

J. L. Boland, Agent

578720 sch

ADDRESS OF PURCHASER (*Number, street, city, zone, and State*)

507 N. 1st. Street
Richmond, Virginia

RECORDED
WASHINGTON, D.C.
JAN 23 8 56 AM '52
CIVIL AERONAUTICS ADMINISTRATION

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
none		

IN FAVOR OF

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL

THIS 11th DAY OF August, 1950

NAME OF SELLER

Seaboard Commercial Corporation

BY (*Signature in ink*)

R. W. Lauber

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

General Manager

ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

ON THIS 11th DAY OF August, 19 50

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 John E. Piazza

Notary Public in the State of New York
Qualified in New York County
MY COMMISSION EXPIRES
No. 31 - 8362900
Cert. filed with City Reg., N.Y. County
Commission Expires March 30, 1952

Seal

READ INSTRUCTIONS AT RIGHT CAREFULLY

RETAINED BY PURCHASER - USE TYPEWRITER

MICRO

MICRO

LOUIS TURFIELD MILLER C.A.A. APPROVED REPAIR STATION NO. 3543 PHONE: DUNDALK 2204

Baltimore Aero Service

ALL TYPES
AIRCRAFT AND ENGINE OVERHAULS
HARBOR FIELD
BALTIMORE-22, MARYLAND

SEPT. 9TH, 1951

I VIRGIL G. BOLAND DO HEREBY CERTIFY THAT I APPOINTED JESSE L. BOLAND TO ACT AS MY AGENT FOR THE PURPOSE OF PURCHASING SIKORSKY REGISTRATION NUMBER NC41881, SERIAL #4402 FROM SEABORD COMMERCIAL CORP., OF NEW YORK ON AUG. 11TH, 1950 AND TO SELL AIRPLANE NC41881 TO MR HARRY A. BORNSTEIN OF BOSTON, MASS., ON DEC. 6TH, 1950

V. G. Boland

Subscribed and Sworn to Before me this 28th day of Sept. 1951

H. Lawrey Fink

Comm exp. 5/3/53

MICRO

JAN 21 12 28 PM '52
RECEIVED
CERTIFICATE SECTION

Form ACA-500.1
(9-47)
[redacted]RT A

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

1. NATIONALITY AND REGISTRATION MARKS	2. MAKE OF AIRCRAFT	3. AIRCRAFT SERIAL NO.
N 41881	Vought-Sikorsky	4402

4. Seaboard Commercial Corporation
NAME OF OWNER

5. 745 Fifth Avenue
ADDRESS OF OWNER NUMBER STREET

New York 22, New York
CITY ZONE STATE

SOLD

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. aw

[redacted] ISSUE: July 28, 1949 pb

BY DIRECTION OF THE ADMINISTRATOR: 8-4-49
George W. Haldeman
DIRECTOR, AIRCRAFT SERVICE

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

MICRO

FORM ACA-500
(12-19-46)
PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

1. REGISTRATION NO.
NC 41881

2. NAME
SEABOARD COMMERCIAL CORPORATION

4. AIRCRAFT
MAKE
SIKORSKY

3. ADDRESS *(Street and number, city, zone and state)*
745 Fifth Avenue
New York 22, N. Y.

SERIAL NO.
4402.

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 July 7, 1949; 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)*

SEABOARD COMMERCIAL CORPORATION

SIGNATURE OF APPLICANT

Vernon E. Cope Vice President

I, 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.

MICRO

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.

FORM ACA-500
(12-19-46)
PART C

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

FORM APPROVED
BUDGET BUREAU NO. 41-R889

NOT ACCEPTABLE FOR RECORD

FOR AND IN CONSIDERATION OF $ 12,000.00, THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Sikorsky Model S44A	4402	NC 41881

DOES THIS 6 DAY OF July, 19 49 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER
SEABOARD COMMERCIAL CORPORATION 469754

ADDRESS OF PURCHASER (Street and number, city, zone and state)
745 Fifth Avenue, New York City, New York

AND TO its ~~EXECUTORS, ADMINISTRATORS~~ successors 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:

NATURE OF ENCUMBRANCE	AMOUNT	DATE
None		

IN FAVOR OF

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 6 DAY OF July, 19 49

SIGNATURE OF SELLER L. W. Gustl

TITLE OF SELLER as and only as Trustee of Skyways International Trading &

FOR (Name of corporation, partnership) Transport Co., Inc., Debtor under Ch. X of Act of Congress relating to bankruptcy, and not individually

FORWARD TO WASHINGTON

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Dade

ON THIS 6th DAY OF July, 19 49 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 W. J. Callahan

W. J. CALLAHAN
Notary Public, State of Florida at Large.
My Commission Expires Sept. 26, 1950.

Seal

MY COMMISSION EXPIRES

RECORDED
WASHINGTON, D. C.
JUL 28 11 46 AM '49
CIVIL AERONAUTICS ADMINISTRATION

READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

Received

MICRO

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.

41881

IN THE DISTRICT COURT OF THE UNITED STATES, THE SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

No. 3257-I

0 0 0 0 0 0 0

In the Matter of:

SEABOARD INTERNATIONAL TRADING & TRANSPORT CO., INC., a Florida corporation,

Debtor.

In proceedings for Reorganization of Corporation

0 0 0 0 0 0 0

ORDER CONFIRMING SALES

This cause came on to be heard upon the petition of L. M. GERSTEL, as Trustee of Seaboard International Trading & Transport Co., Inc., the above Debtor, for an Order Confirming Sales of one Sikorsky Aircraft Model S44, serial 4402, CAA Identification Mark NC 41881, with Pratt and Whitney engines, Model 1330PA, serial Nos. 14,440, 13,910, 11,300, 47,059; and one Chris Craft Crash Boat, Official #240534, known as "Condor III", powered by twin Chrysler marine engines bearing engine Nos. 10,886, 10,335, together with equipment; after due notice. The Court heard argument of counsel and being fully advised in the premises, it is

ORDERED AND ADJUDGED that the above sales are hereby confirmed and approved to the purchaser, Seaboard Commercial Corporation, and it is

FURTHER ORDERED AND ADJUDGED that L. M. Gerstel, as Trustee of the above named Debtor, be and he hereby is directed to execute Bills of Sale, free and clear of all encumbrances to the purchaser, Seaboard Commercial Corporation, upon the following, viz:

(a) Delivery of partial satisfaction of said [illegible] by Seaboard Commercial Corporation in the amount of said purchase price and for notation by counsel of record for Seaboard Commercial Corporation of a credit of $12,000.00 on the note held by said Seaboard Commercial Corporation which the aforementioned chattel mortgage on said Sikorsky airplane was given to secure,

CERTIFIED COPY

D. C. Docket No. [illegible]

United States of America

SOUTHERN DISTRICT OF FLORIDA } ss:

I, EDWIN R. WILLIAMS, Clerk of the United States District Court in and for the SOUTHERN District of FLORIDA, do hereby certify that the annexed and foregoing is a true and full copy of the original ORDER CONFIRMING SALE entered on July 5, 1949 in the Matter of: SKYWAYS INTERNATIONAL TRADING & TRANSPORT CO., INC., a Florida corporation Debtor, Case No. 2257-4

now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Miami, Florida

this 6th day of July, A. D. 1949

Edwin R. Williams
Clerk

By Albert E. Gill
Deputy Clerk

and statement of the balance due as an unsecured claim against the said Debtor, and

(b) Delivery of partial satisfaction of said mortgage by Seaboard Commercial Corporation in the amount of said purchase price and for a like notation by counsel of record for Seaboard Commercial Corporation which the chattel mortgage on the said Chris Craft Crash Boat was given to secure, and statement of the balance due as an unsecured claim against the said Debtor.

DONE AND ORDERED IN Chambers at Miami, Florida, this 5th day of July, 1969.

/s/ John W. Holland
U. S. District Judge

ATTEST A TRUE COPY
EDWIN R. WILLIAMS, Clerk
U. S. DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Albert E. Gall
DEPUTY CLERK

RA

(DUPLICATE)

ACA-500
(461)

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

REGISTRATION CERTIFICATE

1. REGISTRATION NO. 41881

AIRCRAFT MAKE
VOUGHT SIKORSKY VS-44-A [redacted]

3. SERIAL NO. 4402

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. SKYWAYS INTERNATIONAL TRADING AND TRANSPORT CO.
NAME

Delivered to Wash. Dep. E. T. Conway

5. 437 Fifth Avenue
ADDRESS: STREET NUMBER

New York 16 New York
CITY ZONE STATE

SOLD

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
APR 14 1947

BY DIRECTION OF THE ADMINISTRATOR:
Charles F. Lyons

DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

MICRO

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 condi[illegible] 2 or 3, whichever is applicable.

The original of this Part "A" will be returned to the purch[illegible] the Registration Certificate to be maintained in the aircraft in acc[illegible] with Civil Air Regulations.

FORM **ACA-500**
(10-23-46)
PART B

RA

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

1. REGISTRATION NO.
41881

2. NAME

SKYWAYS INTERNATIONAL TRADING
AND TRANSPORT CO.

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

437 Fifth Avenue, New York 16, N.Y.
31047

4. AIRCRAFT

MAKE
VOUGHT
SIKORSKY

SERIAL NO.
4402

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 10th April 19 47; 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)*

SKYWAYS INTERNATIONAL TRADING
AND TRANSPORT CO.
Robert J. Neugeron, Pres.
SIGNATURE OF APPLICANT

[redacted]LL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT [redacted]EIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART "B") MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.

FORWARD TO WASHINGTON

MICRO

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 of 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.

FORM ACA-500
(10-23-46)
PART C

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

FORM APPROVED
BUDGET BUREAU NO. 41-R889

FOR AND IN CONSIDERATION OF $1.00 and other goods & valuable consideration, THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
VOUGHT SIKORSKY	4402	41881

DOES THIS 3rd DAY OF April, 19 47 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER
SKYWAYS INTERNATIONAL TRADING AND TRANSPORT CO.

ADDRESS OF PURCHASER *(Street and number, city, zone and state)*
437 Fifth Avenue, New York 16, N.Y.

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
NONE		

IN FAVOR OF

5.00 / R-1840

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS 3rd DAY OF April, 19 47

SIGNATURE OF SELLER
Donald S. Whitney

TITLE OF SELLER
Vice President

FOR *(Name of corporation, partnership)*
TAMPA-NEW ORLEANS-TAMPICO AIR LINES, INC.

RECORDED
WASHINGTON, D.C.
APR 14 11 49 AM 1947
CIVIL AERONAUTICS ADMINISTRATION

308696

ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York
ON THIS 3rd DAY OF April, 1947
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
John Wharton
Seal

JOHN WHARTON
MY COMMISSION EXPIRES
Notary Public in the State of New York
~~Residing in Nassau County~~
Certificate filed in Nassau County
N.Y. Co. Clk's No. 262, Reg. No. 495-W-8
Expires March 30, 1948

FORWARD TO WASHINGTON

READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

MICRO

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.

RELEASE

308699

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 Sikorsky Aircraft Division of United Aircraft Corp. Mfr. of Engine Pratt & Whitney
Model Voght Sikorsky (VS)44 Model 1830-92
Mfr.'s Serial No. (4402) 4403 Serial No. Various
Civil Aeronautics Administration Identification Mark NC 41881

Said mortgage on the above aircraft bears the date of April 27th, 1946, was executed by TAMPA-NEW ORLEANS-TAMPICO AIR LINES, Inc. (Mortgagor) to SEABOARD COMMERCIAL CORPORATION (Mortgagee) and is in the principal amount of $ 112,189.94. This mortgage was recorded with the Civil Aeronautics Administration on May 2nd, 1946, was indexed at page XX of the Administration's "Record of Conveyances," and was given document No. 188957

I hereby certify and acknowledge that all indebtedness secured by such mortgage has been paid to me in full on the 3rd day of April, 1947, and said mortgage is hereby satisfied and released.

SEABOARD COMMERCIAL CORPORATION (SEAL)
Signature of Mortgagee or Assignee
or Name of Corporation

By

Title Vice President

RECEIVED
WASHINGTON D.C.
APR 14 12 06 PM 1947
CIVIL AERONAUTICS ADMINISTRATION

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) 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 3rd day of April, 1947, before me appeared George R. Heyn, to me personally known, who, being by me duly sworn, says that he is the Vice President of the Seaboard Commercial Corporation 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 George R. Heyn 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.

GRACE E. HASKINS
Notary Public in the State of New York
Residing in Nassau County
Certificate filed in New York County
Nassau County Clerk's No. 692
N.Y.Co. Clk's No. 1048, Reg. No. 387-H-8
Term Expires March 30, 1943

Notary Public

My commission expires March 30, 1948
(SEAL)

Form ACA 506
(Revised 10-15-43)

MICRO

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON 25

Ref. No. A-275

May 2, 1946

Seaboard Commercial Corporation
1819 Broadway
New York, New York

Gentlemen:

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 April 27, 1946, affecting aircraft having Registration No. 41881, was entered on the records of the Administration May 2, 1946 at page ix as Document No. 188957.

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 and indicate the page on which it appears 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,

JOHN T. MORGAN
Chief, Certificate Section

RECEIVED
MAY 3 1946
RECORD D COMMERC
CORPORATION

Form ACA-171
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
(Rev. 6-1-44)

CERTIFICATE SECTION RECORDATION WORK SHEET

Examined by: aeh/vmb

Document No. 188957

Date received:

Date recorded: May 2, 1946 10:48

DESCRIPTION OF CONVEYANCE

Kind: CM in 41882.

Amount of indebtedness: $112,189.94

Portion conveyed:

Date of maturity: See CM

Date executed: April 27, 1946

From: Tampa-New Orleans-Tampico Air Lines, Inc.
Belmont-Plaza
Lexington Avenue at E. 49th St.
New York, New York

To: Seaboard Commercial Corporation
1819 Broadway
New York, New York

RELEASED BY
DOC. 308699

Assigned to:

Date:

Aircraft model: Sikorsky

Certificate of Ownership No.

Serial No.

CAA No. 41881

Conveyance also includes the following aircraft: 41882

Receipt sent: 5-2-46 mb

U. S. GOVERNMENT PRINTING OFFICE 16—40065-1

MICRO

CERTIFICATE OF
SATISFACTION OF CHATTEL MORTGAGE

KNOW ALL MEN that the undersigned, the United States of America, acting by and through the War Assets Administrator, having an office for the transaction of business at 350 Fifth Avenue, New York, New York, hereby certifies that a certain chattel mortgage bearing date the 27th day of February, 1946, made, executed and delivered by Tampa-New Orleans-Tampico Air Lines, Inc., a corporation with an office for the transaction of business at 1819 Broadway, New York, New York, to secure payment of the principal sum of thirty-one thousand, eight hundred and seventy-five dollars ($31,875.00) and interest, and duly filed in the Office of the Register of the City of New York, County of New York, on the 7th day of March, 1946, and given file No. 4385, is, with the debt thereby secured, fully paid and satisfied, and I do hereby consent and request that the same be cancelled, discharged and released of record.

188562

Dated, in the City of New York, State of New York, on this 29th day of April, 1946.

UNITED STATES OF AMERICA
By WAR ASSETS ADMINISTRATOR

H. B. Ramey
Contracting Officer

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

On this 29th day of April, 1946, personally before me came H. B. Ramey, to me known to be a Contracting Officer for the United States of America, acting by and through the War Assets Administrator, described in and which executed the foregoing instrument, and he duly acknowledged to me that he executed same as the act and deed of said War Assets Administrator for the purposes therein mentioned.

Hubert E. Cheeseman
Notary Public

HUBERT E. CHEESEMAN
NOTARY PUBLIC, NASSAU COUNTY NO. 2497
Cert. filed in N.Y. Co. No. 1101, Reg. No. 847-C-7
Cert. filed in Kings Co. No. 116, Reg. No. 576-C-7
Commission expires March 30, 1947

Above certificate of Satisfaction of
Chattel Mortgage
Refers to CAA Document #180030
Aircraft Identification NC-41881
Manufacturer's Serial # 4402

(Both Party Insurance)

4181

DOC. 188862

180030

AIRCRAFT CHATTEL MORTGAGE

RECORDED WASHINGTON, D. C. MAR 1 3 43 PM 1946 CIVIL AERONAUTICS ADMINISTRATION

THIS MORTGAGE, made this 27th day of February, 1946, between:

Tampa-New Orleans-Tampico Air Lines, Inc., a corporation duly organized and existing under the laws of the State of New York;

the copartnership composed of _____, doing business as _____:

_____, an individual, doing business as _____:

(hereinafter called the "Mortgagor"), whose address is 1819 Broadway (Number and Street), New York, New York (City and State), and War Assets Corporation, a corporation created by Reconstruction Finance Corporation pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended (hereinafter called the "Mortgagee"), whose principal address is 811 Vermont Avenue, N.W., Washington 25, D. C., and who has a Regional Office located in New York, New York;

WITNESSETH THAT:

WHEREAS, the Mortgagor has purchased from the Mortgagee the following described aircraft formerly owned by the United States of America and declared to the Mortgagee as surplus to the needs of the Owning Agency thereof, and hereby executes this Mortgage to secure the payment to the Mortgagee of the unpaid balance, with interest thereon, of the purchase price of such aircraft, such unpaid principal balance being $ 31,875.00, justly indebted; and

WHEREAS, to evidence such unpaid balance secured hereby, the Mortgagor has executed and delivered to the Mortgagee its promissory note (such note, a copy of which is attached hereto, and any extension or renewal thereof being hereinafter referred to as the "Note"), dated February 27th, 1946, payable to the order of the Mortgagee, in the principal amount of $ 31,875.00, bearing interest at the rate of 4% per annum, payable in monthly installments of $ 885.41, commencing on March 27th, 1946, plus interest payable with each installment at the rate of 4% on the principal balance remaining unpaid from time to time, the final installment of $ 885.65 being payable on February 27th, 1949. Additional payments may be made at any time, as provided in the Note.

NOW, THEREFORE, in order to secure the payment of the principal [illegible] Mortgagor [illegible] any other agreement [illegible] to said principal or interest [illegible] by the Mortgagor, being hereinafter called the "Indebtedness") according to its terms, and to secure the performance and observance by the Mortgagor of the obligations, covenants and conditions contained herein and in the Note, and contained in any other agreement by the Mortgagor (whether now or hereafter entered into) to be

performed in connection with the Indebtedness, and in consideration of the sum of One Dollar ($1.00) to the Mortgagor duly paid, the receipt of which is hereby acknowledged, and for other valuable considerations, the Mortgagor does hereby grant, bargain, sell and mortgage unto the Mortgagee the following described aircraft (such aircraft including all parts, engines, equipment and accessories now or hereafter attached to or installed therein, being hereinafter referred to as the "Aircraft"), to wit:

1 Sikorsky VS-44A
Manufacturer's Serial No. 4402
NC-41881
Including related spare engines, spare parts and accessories

NC 41881

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

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

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

MORTGAGOR'S COVENANTS AND OBLIGATIONS

The Mortgagor hereby covenants and agrees as follows:

1. That it will promptly pay the Indebtedness as and when the same shall become due, whether by acceleration or otherwise, as is provided in the Note and in this Mortgage.

2. That it will perform all of the obligations, covenants and undertakings assumed by it in the Note, in this Mortgage, and in any agreement (however evidenced) now or hereafter entered into between it and the Mortgagee relating to the Indebtedness, and that it will comply with all the conditions of said Note, of this Mortgage and any such agreement.

3. That it warrants and forever will defend said title; that it has the lawful right to grant, sell, bargain and mortgage the Aircraft; that the Aircraft is free and clear of all liens, encumbrances and adverse claims whatsoever; and

that it will firmly affix to, and not remove from, the Aircraft any plate or disc which the Mortgagee deems appropriate or desirable to evidence the lien of this Mortgage on or against the Aircraft.

4. That all materials and equipment (of any nature whatsoever) now or hereafter installed or incorporated in the Aircraft shall be, and become, a part of the Aircraft and shall be subject to the lien hereof; and that the obligations of the Mortgagor hereunder with respect to the Aircraft shall extend to such materials and equipment.

5. That it will not permit any lien, irrespective of type, to attach to the Aircraft, and that it will promptly secure, at its expense, the discharge or satisfaction of any lien or claim therefor which may be asserted or filed against the Aircraft or against the Mortgagor with respect to the Aircraft.

6. That no patented or patent-pending article, method or device shall be installed or incorporated in the Aircraft without the prior written approval of the Mortgagee if the terms of purchase of such article, method or device involve or require the payment of any license fee or royalty in addition to the purchase price therefor or do not provide patent indemnification satisfactory to the Mortgagee.

7. That it will immediately report to the Mortgagee in writing any loss or damage to or destruction of the Aircraft, and that it will immediately repair and restore all loss or damage to, or destruction of, the Aircraft, irrespective of the extent of such loss, damage or destruction or the amount required for such repair and restoration, unless said repair and restoration (or part thereof) is expressly excused in writing by the Mortgagee.

8. That it will properly operate, or cause the proper operation of, the Aircraft, and maintain the Aircraft in good repair and airworthy operating condition; that it will be liable to the Mortgagee for all damage, destruction (whole or partial) or loss of or to the Aircraft; that no cause or reason whatsoever shall be effective as a reason for relieving the Mortgagor of the liabilities and responsibilities assumed by it pursuant to the provisions of this Paragraph 8, which said provisions shall be operative notwithstanding the exercise of due diligence or lack of negligence, or both, on the part of the Mortgagor, or of others, in using, handling or operating the Aircraft or of the intervention of any Act of God or of the public enemy or of any other similar or dissimilar obstacle, whether within or beyond the control of the Mortgagor; and that damage to or loss or destruction of

the Aircraft shall not release the Mortgagor from its obligation of payment as provided in the Note or its obligations contained in this Mortgage, it being expressly agreed that the Mortgagor assumes all risk of damage to or loss or destruction of the Aircraft.

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

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

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

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

12. That it will not use the Aircraft in any operation which calls for the Aircraft's being based outside the continental limits of the United States, it being understood, however, that from time to time the Aircraft may be operated on charter runs to locations within Central & South America; that it will not use the Aircraft in any manner that may impair or abnormally depreciate the value thereof, and that it will, whenever so requested, furnish the Mortgagee with a report showing the location, condition, and use of the Aircraft; that it will at all reasonable times permit the Mortgagee or its representative, to inspect the Aircraft at the home base of the Aircraft in La Guardia Field, New York, or at any other location that is satisfactory to the Mortgagee, and that it will also permit such inspection at any time upon 24 hours notice therefor.

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

ADDITIONAL INDEBTEDNESS

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

Any expenditure made or any liability incurred by the Mortgagee to protect or preserve its interest in the Aircraft shall, at the same interest rate per annum as is specified in the Note, become so much "additional indebtedness" (being included in the term "Indebtedness", heretofore defined, wherever such term is referred to in this Mortgage) secured by this Mortgage and such additional indebtedness shall be paid by the Mortgagor immediately on demand. If any advances are made by the Mortgagee, pursuant to (2) or (3) of this Paragraph 14, the Mortgagee shall not be obligated to inquire into the validity of any tax, penalties or costs paid (or judgments thereon or sales therefor), or the validity of liens, or claims for liens, discharged. Nothing herein contained shall

construed to obligate the Mortgagee to advance or expend any sum for any purpose for which the Mortgagor is liable pursuant to the provisions of this Mortgage or any related agreement into which the Mortgagor may enter.

EVENTS OF DEFAULT AND REMEDIES OF MORTGAGEE

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

(a) The indebtedness shall, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor, and the Mortgagee shall have the right to take immediate possession of the Aircraft, or any portion thereof, for which purpose the Mortgagee may pursue the Aircraft wherever it may be found and may enter any of the premises of the Mortgagor, with without force or process of law. Upon taking possession of the Aircraft, the Mortgagee may remove, make repairs and replacements, and may store the same until sold;

(b) The Mortgagee shall have the right to sell and dispose of the Aircraft, or any part thereof, at any time, at public sale after giving ten (10) days' notice (or the minimum number of days of the jurisdiction of the place of sale, whichever period of time is the longer) of the time, place and terms of sale, in the manner provided by law, and at any such sale of the Mortgagee is authorized to employ an auctioneer or auctioneers to conduct such sale, or the Mortgagee shall have the right to sell and

F

dispose of the Aircraft, or any part thereof, at private sale, with or without notice to the Mortgagor. At either such public or private sale, the Mortgagee may sell and dispose of the Aircraft, or any part thereof, for cash or credit, or both, as the Mortgagee may elect, and at any public or private sale the Mortgagee may become the purchaser of the Aircraft, or any part thereof. The Mortgagee is expressly authorized to adjourn or postpone any public or private sale from time to time, and the Mortgagor hereby expressly ratifies and confirms any such adjournment or postponement and waives the benefit of any statutory or any other right with respect to any such adjournment or postponement, including notice thereof.

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

MISCELLANEOUS PROVISIONS

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

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

18. The failure of the Mortgagee to insist in any one or more instances upon performance or observance of any obligation, covenant or condition hereof, or of the Note, shall not be construed as a waiver or a relinquishment of the future

performance of any such obligation, covenant or condition, but the Mortgagor's obligation with respect to such future performance or observance shall continue in full force and effect.

19. The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions hereof unenforceable or invalid.

20. For the convenience of the parties, or for facilitating the recordation of this Mortgage, this Mortgage may be simultaneously executed in a number of counterparts and each such counterpart so executed shall be deemed to be an original instrument, and all such counterparts together shall constitute one instrument.

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

TAMPA-NEW ORLEANS-TAMPICO AIR LINES, INC.

By Douglass C. Fonda
President & Treasurer

ACKNOWLEDGMENT BY MORTGAGOR

STATE OF)
D. C.) SS:
COUNTY OF)

(Individual or Partner)

On this _____ day of _____, 194__, before me personally appeared the above-named Mortgagor, to me known to be the person described in and who executed the foregoing Aircraft Chattel Mortgage, and acknowledged that he executed the same as his free act and deed.

(Corporation)

On this 27th day of February, 1946, before me personally appeared Douglass C. Fonda, to me personally known, who, being by me duly sworn, says that he is the President & Treasurer of Tampa-New Orleans-Tampico Air Lines, Inc., a corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said Douglass C. Fonda acknowledged the foregoing Aircraft Chattel Mortgage to be the free act and deed of said corporation.

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

Mabelle T. Hughes
Notary Public for: D. C.
My Commission Expires: July 31, 1950

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

N O T E

Washington, D. C.

$ 31,875.00 February 27, 1946, 1946

For value received, the undersigned promises to pay to the order of WAR ASSETS CORPORATION (hereinafter called "Payee") at Payee's Regional Office situated in the City of New York, State of New York, or at Payee's option, at any other place or location designated by Payee in writing, the sum of Thirty-One Thousand, Eight Hundred and Seventy-Five Dollars Dollars, payable in 36 installments as follows: $ 885.41 on the 27th day of March, 1946, and the same amount on the same day of each month thereafter with the final payment of $ 885.65 on the 27th day of February, 1949, plus interest payable with each installment, from the date hereof, on the unpaid principal until paid, at the rate of 4% per annum. If any installment is herein specified for payment on a day in any month that is subsequent to the last day of such month, then such installment shall mature and be payable on the first day of the succeeding calendar month.

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

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

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

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

This Note evidences the unpaid portion of the purchase price of the Property and is secured by an Aircraft Chattel Mortgage, of even date herewith on Aircraft (as defined and as described in said Mortgage) to be based at La Guardia Field, County of _____, and State of New York.

All exemptions and homestead laws and all rights thereunder are hereby waived and protest hereof is also hereby waived.

TAMPA-NEW ORLEANS-TAMPICO AIRLINES, INC.

By s/Douglass C. Fonda
(Title) President & Treasurer

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

FORM ACA 500-A
(REV. 9-1-41)

R/A

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON

THIS CERTIFICATE MUST BE CARRIED IN THE AIRCRAFT AT ALL TIMES.

AIRCRAFT REGISTRATION CERTIFICATE NO. 41881

REGISTERED OWNER TAMPA-NEW ORLEANS-TAMPICO AIR LINES, INC.
1819 BROADWAY
NEW YORK, NEW YORK

MAKE AND MODEL SIKORSKY AIRCRAFT DIV. OF UNITED AIRCRAFT CORP. SERIAL NO. 4402

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, IT IS CERTIFIED THAT 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.

DURATION

THIS CERTIFICATE IS OF 60 DAYS' DURATION AND, UNLESS THE HOLDER HEREOF IS OTHERWISE NOTIFIED BY THE ADMINISTRATOR WITHIN SUCH PERIOD, SHALL CONTINUE IN EFFECT INDEFINITELY THEREAFTER EXCEPT THAT IT SHALL IMMEDIATELY EXPIRE UPON THE DATE (1) THE AIRCRAFT IS REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, (2) THE REGISTRATION OF THE AIRCRAFT IS CANCELLED AT THE WRITTEN REQUEST OF THE OWNER, (3) THE AIRCRAFT IS TOTALLY DESTROYED OR SCRAPPED, OR (4) THE OWNERSHIP OF THE AIRCRAFT IS TRANSFERRED, UNLESS ON THE DATE THE REGISTERED OWNER TRANSFERS OWNERSHIP OF SUCH AIRCRAFT HE ENDORSES THE REGISTRATION CERTIFICATE IN THE MANNER PROVIDED THEREON AND THE PURCHASER MAKES APPLICATION FOR THE REGISTRATION OF THE AIRCRAFT IN HIS NAME.

DATE ISSUED MARCH 1, 1946

(OVER)

BY DIRECTION OF THE ADMINISTRATOR:

John J. Morgan

CHIEF, CERTIFICATION & RECORDATION SECTION
~~DIRECTOR, AERONAUTICAL ADMINISTRATION~~

ANY ALTERATION OF THIS CERTIFICATE IS PUNISHABLE BY A FINE OF NOT EXCEEDING $1,000 OR IMPRISONMENT NOT EXCEEDING THREE YEARS, OR BOTH.

MAR 1 1946 4-42

MICRO

ENDORSEMENT AFTER SALE

1. NAME AND ADDRESS OF PURCHASER _____

_____

DATE OF SALE _____ _____
(SIGNATURE OF REGISTERED OWNER)

2. NAME AND ADDRESS OF PURCHASER _____

_____

DATE OF SALE _____ _____
(SIGNATURE OF REGISTERED OWNER)

3. NAME AND ADDRESS OF PURCHASER _____

_____

DATE OF SALE _____ _____
(SIGNATURE OF REGISTERED OWNER)

Upon the transfer of ownership, this aircraft shall not be operated or navigated until the purchaser has complied with the conditions prescribed in those sections of the current Civil Air Regulations applicable to the registration and transfer of ownership of aircraft.

IF THIS CERTIFICATE IS LOST OR DESTROYED, A DUPLICATE MAY BE OBTAINED FROM THE CERTIFICATE SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON, D. C., FOR $1.00. (MONEY ORDER OR CHECK SHOULD BE MADE PAYABLE TO THE TREASURER OF THE UNITED STATES.)

Form ACA 1160
(3-31-43) ®

OWNER MUST NOTIFY C. A. A. IMMEDIATELY OF ANY CHANGE OF PERMANENT ADDRESS

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON

CERTIFICATE OF OWNERSHIP
SERIAL NO. 53426

IMPORTANT—DO NOT DESTROY DOCUMENT NO. 180029

CERTIFICATE OF OWNERSHIP

SECTION 1—OWNERSHIP RECORD

This is to CERTIFY that the Aircraft described below and assigned Civil Aeronautics Administration Identification Mark 41881 is, this date entered in the Record of Conveyances, owned as follows, subject to the liens recorded hereon:

Owner TAMPA-NEW ORLEANS-TAMPICO AIR LINES, INC. NEW YORK, NEW YORK

DESCRIPTION OF AIRCRAFT

Make SIKORSKY AIRCRAFT DIV. OF UNITED AIRCRAFT CORP. Model SIKORSKY Manufacturer's Serial No. 4402

DESCRIPTION OF LIENS

Kind	Document No.	Date Recorded	From	To Assignee
CM	188962 180030	Mar. 1, 1946	Tampa-New Orleans-Tampico Air Lines, Inc. New York, N. Y.	War Assets Corp. Washington, D.C.
CM	188957	May 2, 1946	Tampa-New Orleans-Tampico Air Lines, Inc. New York, New York	Seaboard Commercial Corporation New York, New York

RELEASED BY DOC. 188962
RELEASED BY DOC. 306699

IMPORTANT: **This certificate may not reflect conveyances recorded after date shown above.**

Persons contemplating the purchase of this Aircraft should first inquire of the Department of Commerce, Civil Aeronautics Administration, Washington, D. C., concerning such additional encumbrances. When making inquiry, mention the Serial Number of this Certificate.

This Certificate of Ownership should be kept in a safe place. Any alteration of this Certificate is punishable by a fine of not exceeding $1000, or imprisonment of not exceeding three years, or both.

By direction of the Administrator

March 1, 1946

CHIEF, CERTIFICATION AND RECORDATION SECTION
John J. Morgan
~~Chief, Certificate Section~~

READ CAREFULLY

The serial number of this form is a matter of record and a new form covering this Aircraft may not be issued until this form is returned or accounted for.

If this form is lost or destroyed, notice should be filed immediately with, and a duplicate may be obtained from, the Certificate Section, Civil Aeronautics Administration, Washington, D. C., for $1.00 per page ($4.00). In such event, affidavit acknowledged before a notary public or other officer authorized by law of the United States or of a State, Territory, or Possession thereof, or the District of Columbia, to administer oaths, to the effect that this form (including reference to Serial Number) has been lost, must be submitted, together with money order or check made payable to the Treasurer of the United States.

If, after the date of issuance of the above Certificate of Ownership any encumbrances are placed upon the Aircraft, the owner recorded herein should return this complete form ACA 1160 with the original copy of the encumbrance in order that it may be recorded and record entered upon this form, which will then be returned.

In the event of sale, no transfer of ownership will be made on the records of the Department of Commerce, Civil Aeronautics Administration, until this form, properly completed, is received by the Administration.

The Seller shall also complete Section II on the reverse side of this sheet and mail to the Department of Commerce, Civil Aeronautics Administration, Washington, D. C., immediately upon delivery of the Aircraft to the purchaser. If the Aircraft is sold by a Conditional Sale Contract, the original copy of said contract shall be delivered to the purchaser, together with the second sheet of this form, with the instruction that Section IV thereof should be executed and forwarded to the Department of Commerce, Civil Aeronautics Administration, Washington, D. C., for recording of the Conditional Sale Contract and transfer of registration and reassignment of the identification mark in the purchaser's name, together with satisfactory proof of his citizenship of and loyalty to the United States.

If the Aircraft is transferred under Bill of Sale, Section III of this form should be executed by the Seller and delivered to the purchaser with instructions that he should complete Section IV thereof and forward to the Department of Commerce, Civil Aeronautics Administration, Washington, D. C., for recording of the Bill of Sale and transfer of registration and reassignment of the identification mark in the purchaser's name, together with satisfactory proof of his citizenship of and loyalty to the United States. If the purchaser, upon delivery of the Bill of Sale mentioned herein, executes a Chattel Mortgage against the Aircraft described herein, the original copy of such Chattel Mortgage shall also be forwarded, together with the documents described above.

Between the date of sale and the posting in the mails to the Department of Commerce, Civil Aeronautics Administration, Washington, D. C., of this form, properly completed the Aircraft is unregistered and the operation thereof constitutes a violation of the Civil Air Regulations.

Penalty—To operate any Aircraft without registration certificate is in violation of the Civil Aeronautics Act of 1938, as amended, and subjects the violator to a civil penalty of not exceeding $1000 and subjects the aircraft to lien for such penalty.

MICRO

On the date of sale or other disposition described herein, the person named in the certificate of Ownership on the face hereof shall notify the Department of Commerce, Civil Aeronautics Administration, Washington, D. C., giving the pertinent information called for herein.

SECTION II—NOTICE OF SALE OR OTHER DISPOSITION OF AIRCRAFT

(Date) 3rd April, 1947

Department of Commerce
Civil Aeronautics Administration
Washington, D. C.

Gentlemen:

For the purpose of accounting for the Certificate of Ownership, Serial No. 53426 (CAA Document 180029) on the face hereof, this is to notify you that ~~I~~ we have, this date, disposed of the herein described aircraft by

[X] Sale To SKYWAYS INTERNATIONAL TRADING & TRANSPORT CO.
(Name and Address of Purchaser, if sold. If not U. S. citizen, give citizenship)

By Bill of Sale
(Bill of Sale, Conditional Sale Contract, or other conveyance)

[ ] Destruction or Scrapping
(Describe specifically any disposition of this aircraft, whether intentional or not, which is such as will preclude any possibility of its ever being rebuilt or reassembled, as result of accident or fire or scrapping for spare parts. If accident, give date of accident report)

It is, therefore, requested that registration in ~~my~~ our name be cancelled.

TAMPA NEW ORLEANS TAMPICO
AIR LINES, INC.
Basil Walker Secy
(Signature of person named in Certificate of Ownership)

PENALTY.—Failure to submit this form may subject the owner to a civil penalty of not to exceed $1000. (Sec. 901 (a) Civil Aeronautics Act, 1938.)

Form ACA 501
(Rev. 4-1-45)

Budget Bureau No. 41-R0 81.2.
Approval expires 9-30-45.

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON

APPLICATION FOR REGISTRATION FOR ALL TYPES OF AIRCRAFT

(Attach evidence of ownership)

TO THE CIVIL AERONAUTICS ADMINISTRATION:

1. Application is hereby made for registration and the issuance of a registration certificate for—

Sikorsky (Manufacturer) aircraft, model VS-44 - A, manufacturer's serial No. 4402, identification mark NC-41881, in the name of TAMPA-NEW ORLEANS-TAMPICO AIR LINES, INC.

1819 Broadway, New York, N. Y. (Address)

State whether individual, partnership, association, or corporation Corporation

2. Is the aircraft registered under the laws of any foreign country? No

3. Class of pilot certificate held _____ No. _____ If applicant is individual the following questions must be answered:

4. Weight _____ Height _____ Color hair _____ Color Eyes _____

Race _____ Sex _____

5. Place of birth _____ Date of birth _____

Citizenship _____ If documentary proof of citizenship on file, state specifically for what purpose submitted _____

6. If you are a citizen of the United States, state whether by birth or by naturalization _____
(If citizen by birth, attach documentary proof which will be returned with registration certificate)

7. If by parentage you are a naturalized citizen of the United States, give the following information:

(*a*) The exact name under which your father was naturalized _____

_____ Your age at the time your father was naturalized _____

(*b*) Name of court in which father was naturalized, showing whether it was a Federal or State Court _____

(*c*) City _____ (*d*) Date father was naturalized _____

(*e*) Father's naturalization certificate No. _____

(*f*) If you hold a certificate of derivative citizenship, the following should be given in lieu of *a*, *b*, *c*, *d*, and *e*, above:

Date issued _____ Certificate No. _____

[OVER]

16—8592-4

MICRO

8. If naturalized in your own right, give the following information:

(*a*) The exact name under which you were naturalized _____

_____ (*b*) Name of court in which naturalized, showing whether it was a Federal or State court _____

_____

(*c*) City _____ (*d*) Date of naturalization _____

(*e*) Certificate No. _____

9. If a partnership or unincorporated association, submit a statement giving name and address of each partner and as to each partner the information called for in items 3 to 8 inclusive where applicable.

10. If a corporation:

(*a*) Give date of organization and name of State in which incorporated _____

Incorporated November 21, 1934 - New York State

(*b*) Attach statement giving names of president and all directors and other managing officers, stating for each such person the information required under items 3 to 8 inclusive where applicable.

(*c*) Give percentage of voting interest in corporation which is held by citizens of the United States 100%

(*d*) Submit certified statement setting forth in detail method used to determine citizenship of each stockholder having a right to vote on the affairs of the corporation.

The applicant is the true and lawful owner of the aircraft described above and is a citizen of the United States as defined in subsection (13) of section 1 of the Civil Aeronautics Act of 1938 (quoted in full below). The applicant understands that no registration certificate issued pursuant to this application will be valid if the applicant is not the true and lawful owner of the aircraft or if the applicant is not a citizen of the United States.

I HEREBY DECLARE AND AFFIRM that the foregoing statements are true in every respect, and in testimony whereof set my hand and seal this 23rd day of January, 19 46

(Signature of owner(s)) TAMPA-NEW ORLEANS-TAMPICO AIR LINES, INC.

By Douglas C. Fonda

Douglass C. Fonda

President & Treasurer

(Title)

(SEAL)

Subsection (13) of section 1 of the Civil Aeronautics Act defines a citizen of the United States as follows: "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 or of any State, Territory, or possession of the United States, of which the president and two-thirds or more of the board of directors and other managing officers thereof are such individuals and in which at least 75 per centum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

16—8592-2 U. S. GOVERNMENT PRINTING OFFICE

STATE OF NEW YORK)
: SS:
COUNTY OF NEW YORK)

DOUGLASS C. FONDA, being duly sworn, deposes and says that he resides at the Roger Smith Hotel, Stamford, Connecticut, and is a native born citizen of the United States of America.

Deponent further says that he is President and Treasurer of Tampa-New Orleans-Tampico Air Lines, Inc., a New York corporation, having its principal place of business at 1819 Broadway, New York City.

Deponent hereby certifies that the following are the directors of the said corporation:

Douglass C. Fonda
Hugh I. Wells
George J. Thomas

and the following are the officers:

Douglass C. Fonda	- President and Treasurer
Hugh I. Wells	- Executive Vice President
George J. Thomas	- Vice President and Secretary

Deponent further says that he knows of his own knowledge that each of the above named directors and officers of the said corporation are native born citizens of the United States of America.

Sworn to before me this
23rd day of January, 1946.

E. Dorothy Johnson

E. DOROTHY JOHNSON
Notary Public, New York County
N.Y. Co.Clk.No.128, Reg.No.159-J-6
Term Expires March 30, 1946

Douglass C. Fonda
Douglass C. Fonda

MICRO

MAR 1 3 39 PM '46
RECEIVED
CERTIFICATE SECTION

BILL OF SALE

RECORDED
WASHINGTON
MAR 1 3 43 PM 1946
CIVIL AERONAUTICS ADMINISTRATION

180029

KNOW ALL MEN BY THESE PRESENTS: That WAR ASSETS CORPORATION, a corporation created by Reconstruction Finance Corporation pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended (hereinafter called the "Seller"), whose address is 811 Vermont Avenue, N. W., Washington 25, D. C., is authorized, by the Surplus Property Board, created by the Surplus Property Act of 1944, under Regulations issued pursuant to such Surplus Property Act of 1944, to dispose of the following described property owned by the United States of America and which has been declared to be surplus pursuant to said Surplus Property Act of 1944:

1 Sikorsky VS-44A
Manufacturer's Serial No. 4402
NC-41881
Including related spare engines, spare parts and accessories

NC 41881

For and in consideration of the sum of **Thirty-Seven Thousand Five Hundred** (**$ 37,500.00**), Seller does hereby sell, assign, transfer, and deliver all right, title and interest in and to the above-described aircraft, together with all appurtenances attached to or installed therein, unto **Tampa-New Orleans-Tampico Air Lines, Inc.**, whose address is **1819 Broadway New York, New York**, its (or his) successors and assigns, to have and to hold, all and singular, the said aircraft forever.

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

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

IN WITNESS WHEREOF, the Seller has duly executed this instrument this **27th** day of **February**, 1946.

WAR ASSETS CORPORATION

By Richard H Depew
Chief, Aircraft Sales Section
Aircraft Division

DISTRICT OF COLUMBIA: SS

On this **27th** day of **February**, 1946, before me appeared **Richard H. Depew, Jr.**, to me personally known, who, being by me duly sworn, says he is **Chief, Aircraft Sales Section** of War Assets Corporation, a corporation, that said instrument was signed in behalf of said Corporation pursuant to authority of its Board of Directors, and said **Richard H. Depew, Jr.** acknowledged the foregoing Bill of Sale to be the free act and deed of said Corporation.

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

Mabelle T. Hughes
Notary Public For the District of Columbia
My Commission Expires: **July 31, 1950**

This aircraft is now owned by the United States Government, and all operation is confidential.

DPHatch

1/26/43

MICRO

FORM ACA 500
(REV. 5-1-41) R/A

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON

THIS CERTIFICATE MUST BE CARRIED IN THE AIRCRAFT AT ALL TIMES.

AIRCRAFT REGISTRATION CERTIFICATE NO. 41881

REGISTERED OWNER AMERICAN EXPORT AIRLINES INC
25 BROADWAY
NEW YORK NEW YORK

JUL 3 1942

MAKE AND MODEL VOUGHT-SIKORSKY VS-44A SERIAL NO. 4402

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, IT IS CERTIFIED THAT 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.

DURATION

THIS CERTIFICATE IS OF 60 DAYS' DURATION AND, UNLESS THE HOLDER HEREOF IS OTHERWISE NOTIFIED BY THE ADMINISTRATOR WITHIN SUCH PERIOD, SHALL CONTINUE IN EFFECT INDEFINITELY THEREAFTER EXCEPT THAT IT SHALL IMMEDIATELY EXPIRE UPON THE DATE (1) THE AIRCRAFT IS REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, (2) THE REGISTRATION OF THE AIRCRAFT IS CANCELLED AT THE WRITTEN REQUEST OF THE OWNER, (3) THE AIRCRAFT IS TOTALLY DESTROYED OR SCRAPPED, OR (4) THE OWNERSHIP OF THE AIRCRAFT IS TRANSFERRED, UNLESS ON THE DATE THE REGISTERED OWNER TRANSFERS OWNERSHIP OF SUCH AIRCRAFT HE ENDORSES THE REGISTRATION CERTIFICATE IN THE MANNER PROVIDED THEREON AND THE PURCHASER MAKES APPLICATION FOR THE REGISTRATION OF THE AIRCRAFT IN HIS NAME.

DATE ISSUED JULY 1 1942

BY DIRECTION OF THE ADMINISTRATOR:

CHIEF CERTIFICATE SECTION

ANY ALTERATION OF THIS CERTIFICATE IS PUNISHABLE BY A FINE OF NOT EXCEEDING $1,000 OR IMPRISONMENT NOT EXCEEDING THREE YEARS, OR BOTH.

4-42

MICRO

ENDORSEMENT AFTER SALE

1. NAME AND ADDRESS OF PURCHASER _____

_____

DATE OF SALE _____ _____
(SIGNATURE OF REGISTERED OWNER)

2. NAME AND ADDRESS OF PURCHASER _____

_____

DATE OF SALE _____ _____
(SIGNATURE OF REGISTERED OWNER)

3. NAME AND ADDRESS OF PURCHASER _____

_____

DATE OF SALE _____ _____
(SIGNATURE OF REGISTERED OWNER)

Upon the transfer of ownership, this aircraft shall not be operated or navigated until the purchaser has complied with the conditions prescribed in those sections of the current Civil Air Regulations applicable to the registration and transfer of ownership of aircraft.

IF THIS CERTIFICATE IS LOST OR DESTROYED, A DUPLICATE MAY BE OBTAINED FROM THE CERTIFICATE SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON, D. C., FOR $1.00. (MONEY ORDER OR CHECK SHOULD BE MADE PAYABLE TO THE TREASURER OF THE UNITED STATES.)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned is the owner of the full legal and beneficial title to the following aircraft:

Manufacturer of Aircraft:	United Aircraft Corporation
Model:	VS-44-A
Manufacturer's Serial No.:	4402
Manufacturer of Engines:	United Aircraft Corporation
Model:	Pratt & Whitney, 1830-81C30
Serial Nos.:	10649, 10650, 10651, 10652
Civil Aeronautics Administration Identification No.:	NC-41881

That such title to said aircraft is not subject to any mortgage, or other encumbrance.

For good and valuable consideration, AMERICAN EXPORT AIRLINES, INC., the undersigned, whose address is 25 Broadway, New York, N. Y., does this 5th day of May, 1942, sell, grant, transfer, and deliver all of its above-described right, title and interest in and to the above-described aircraft, together with the equipment installed therein, as listed on the invoice attached hereto and marked Schedule 1, unto the UNITED STATES OF AMERICA, to have and to hold all and singular, the said aircraft and equipment forever.

IN WITNESS WHEREOF, AMERICAN EXPORT AIRLINES, INC. has caused this instrument to be executed and its seal to be affixed hereto by its duly authorized officer this 5th day of May, 1942.

AMERICAN EXPORT AIRLINES, INC.

By John E. Slater

Executive Vice President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA)
DISTRICT OF COLUMBIA) SS.:

On this 5th day of May, 1942, before me appeared JOHN E. SLATER, to me known, who, being by me duly sworn, says that he is the Executive Vice President of American Export Airlines, Inc., 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 John E. Slater acknowledged the foregoing bill of sale to be the free act and deed of said corporation.

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

Thomas B. Hoffinger

Notary Public

MICRO

SCHEDULE 1

Invoice of Aircraft
and Equipment Installed Therein

General Description of Aircraft:

Manufacturer of Aircraft:	United Aircraft Corporation
Model:	VS-44-A
Manufacturer's Serial No.:	4402
Manufacturer of Engines:	United Aircraft Corporation
Model:	Pratt & Whitney, 1830-S1C3G
Serial Nos.:	10649, 10650, 10651, 10652
Civil Aeronautics Administration Identification No.:	NC-41881

Equipment Installed Therein:

The equipment installed therein at the time of the delivery of the aircraft to American Export Airlines, Inc. by United Aircraft Corporation under the contract between American Export Airlines, Inc. and United Aircraft Corporation dated December 29, 1939, as amended.

This equipment includes the following equipment not supplied by United Aircraft Corporation but furnished by American Export Airlines, Inc.:

Auxiliary power plant unit
Oil immersion heater
Radio equipment
Beaching gear

FORM ACA 500-A
(REV. 1-15-41)

N(a)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON

THIS CERTIFICATE MUST BE CARRIED IN THE AIRCRAFT AT ALL TIMES

AIRCRAFT REGISTRATION CERTIFICATE NO. 4

VOID

A-276

REGISTERED OWNER VOUGHT-SIKORSKY AIRCRAFT DIVISION OF UNITED AIRCRAFT CORP.

MAKE AND MODEL VOUGHT-SIKORSKY MODEL VS-44A SERIAL NO. 4402

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, IT IS CERTIFIED THAT 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.

DURATION

THIS CERTIFICATE IS OF 60 DAYS DURATION AND, UNLESS THE HOLDER HEREOF IS OTHERWISE NOTIFIED BY THE ADMINISTRATOR WITHIN SUCH PERIOD, SHALL CONTINUE IN EFFECT INDEFINITELY THEREAFTER EXCEPT THAT IT SHALL IMMEDIATELY EXPIRE UPON THE DATE (1) THE OWNERSHIP OF THE AIRCRAFT IS TRANSFERRED, (2) THE AIRCRAFT IS REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, (3) THE REGISTRATION OF THE AIRCRAFT IS CANCELLED AT THE WRITTEN REQUEST OF THE OWNER, OR (4) THE AIRCRAFT IS TOTALLY DESTROYED OR SCRAPPED.

DATE ISSUED APRIL 30, 1942.

(OVER)

BY DIRECTION OF THE ADMINISTRATOR:

H. J. STARK
INSPECTOR, CIVIL AERONAUTICS ADMINISTRATION

ANY ALTERATION OF THIS CERTIFICATE IS PUNISHABLE BY A FINE OF NOT EXCEEDING $1,000 OR IMPRISONMENT NOT EXCEEDING THREE YEARS, OR BOTH.

4-42 MN

MICRO

ENDORSEMENT AFTER SALE

NAME OF PURCHASER _____

ADDRESS OF PURCHASER _____

_____

DATE OF SALE _____

SIGNATURE OF REGISTERED OWNER _____

Upon the transfer of ownership, this aircraft shall not be operated or navigated until the purchaser has complied with the conditions prescribed in those sections of the current Civil Air Regulations applicable to the registration and transfer of ownership of aircraft.

IF THIS CERTIFICATE IS LOST OR DESTROYED, A DUPLICATE MAY BE OBTAINED FROM THE CERTIFICATE DIVISION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON, D. C., FOR $1.00. (ORDER OR CHECK SHOULD BE MADE PAYABLE TO THE TREASURER OF THE UNITED STATES.)

Form ACA 501
(Rev. 8-1-40)

R 46016

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
ADMINISTRATOR OF CIVIL AERONAUTICS
WASHINGTON

APPLICATION FOR REGISTRATION FOR ALL TYPES OF AIRCRAFT

TO THE ADMINISTRATOR OF CIVIL AERONAUTICS:

41405

Application is hereby made for registration and a registration certificate.

1. **Description of Aircraft**

MANUFACTURER	MODEL	SERIAL NO.	SPEC. NO.	DATE. MFR.
United Aircraft Corporation Vought-Sikorsky Aircraft Division	VS-44-A	4402		5/5/42

2. **Engines**

MANUFACTURER	MODEL	SERIAL NO.	SPEC. NO.	H. P.
United Aircraft Corporation Pratt & Whitney Aircraft Division	(Type) S1C3-G (R-1830)	10649		1050
		10650		1050
		10651		1050
		10652		1050

3. Check type of aircraft: Airplane ☐, glider ☐, dirigible ☐, balloon ☐, open cockpit ☐, cabin ☐, convertible ☐, amphibian ☐, seaplane ☒, landplane ☐, biplane ☐, monoplane ☐, unconventional and other (describe): _____

4. Identification mark now displayed on aircraft NC41881

5. Number seats provided for passengers and crew 19 passenger seats; 5 crew seats.

6. Applicant's name AMERICAN EXPORT AIRLINES, INC.
(Print or type full name)

7. Address 25 BROADWAY (Business or residence) (Street) NEW YORK (City) NEW YORK (State)

8. State whether individual, partnership, association, or corporation Corporation

9. If a partnership, club, or unincorporated association, give name and residence address of each partner or member _____

[OVER]

16—8592

MICRO

10. If a corporation or association, give (*a*) date of organization April 7, 1939.

(*b*) name of State in which incorporated Delaware

11. Is the aircraft registered under the laws of any foreign country? No.

The applicant is the true and lawful owner of the aircraft described above and is a citizen of the United States as defined in subsection (13) of section 1 of the Civil Aeronautics Act of 1938 (quoted in full below). The applicant understands that no registration certificate issued pursuant to this application will be valid if the applicant is not the true and lawful owner of the aircraft or if the applicant is not a citizen of the United States.

I HEREBY DECLARE AND AFFIRM that the foregoing statements are true in every respect, and in testimony whereof set my hand and seal this 7 day of May, 1942

(Signature of owner(s)) AMERICAN EXPORT AIRLINES, INC.

D. G. Richardson

Vice President - Operations
(Title)

Subsection (13) of section 1 of the Civil Aeronautics Act defines a citizen of the United States as follows: "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 or of any State, Territory, or possession of the United States, of which the president and two-thirds or more of the board of directors and other managing officers thereof are such individuals and in which at least 75 per centum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

U. S. GOVERNMENT PRINTING OFFICE 16—8592

MAY 8 2 59 PM '42
RECEIVED
CERTIFICATE SECTION

Form ACA 502
Civil Aeronautics Administration
(Rev. 11-15-40)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned is the owner of the full legal and beneficial title to the following aircraft:

MANUFACTURER OF AIRCRAFT: Vought-Sikorsky Aircraft Div. United Aircraft Corp.
MODEL: VS-44-A
MANUFACTURER'S SERIAL NO.: 4402
MANUFACTURER OF ENGINE: United Aircraft Corp. Pratt & Whitney Aircraft
MODEL: S1C3G (Type R-1830)
SERIAL NO.: 10649, 10650, 10651, 10652
CIVIL AERONAUTICS ADMINISTRATION IDENTIFICATION MARK: NC41881

That such title to said aircraft is not subject to any mortgage, or other encumbrance, ~~except as follows~~

~~in the sum of $ in favor of~~
(Mortgage, mechanic's lien, etc.)

whose address is

For and in consideration of the sum of One ($1) Dollar and other good and valuable consideration ~~dollars~~, United Aircraft Corporation, Vought-Sikorsky Aircraft Division, the undersigned, whose
(Seller)

address is Stratford, Connecticut,
does this 5th day of May, 1942, sell, grant, transfer, and deliver all of his above-described right, title, and interest in and to the above-described aircraft, together with such equipment installed therein, subject, however, to any encumbrances enumerated above, unto
(Purchaser)

American Export Airlines, Inc.

whose address is 25 Broadway, New York, N. Y., and to its successors ~~executors, administrators~~ and assigns, to have and to hold all and singular, the said aircraft forever.

IN TESTIMONY WHEREOF the said United Aircraft Corporation, Vought-Sikorsky Aircraft Division has hereunto caused it its name to be set and its Corporate seal to be affixed this 5th day of May 1942 ~~have set~~ ~~hand and seal this~~ ~~day of~~

J M Barr [SEAL]
J. M. Barr (Seller's signature)

ACKNOWLEDGMENT

STATE OF Connecticut
COUNTY OF Fairfield } ss:

(INDIVIDUAL OR PARTNER)

On this ______ day of ______, 19___, before me personally appeared ______, 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.

(CORPORATION)

On this 5th day of May, 1942, before me appeared J. M. Barr, to me personally known, who, being by me duly sworn, says that he is the Assistant General Manager of Vought-Sikorsky Aircraft Division ~~of the~~ and Assistant Secretary of United Aircraft 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 J. M. Barr acknowledged the foregoing bill of sale to be the free act and deed of said corporation.

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

Elmer N. Wendell
Notary Public.

My commission expires Feb. 1, 1947
[SEAL]

2589

MAY 8 2 58 PM
RECEIVED
CERTIFICATE SECTIC

RECORDED
WASHINGTON D. C.

MAY 8 3 02 PM 1942

CIVIL AERONAUTICS
ADMINISTRATION

83944
vc

MICRO

Form ACA 501
(Rev. 8-1-40)

R 45885

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
ADMINISTRATOR OF CIVIL AERONAUTICS
WASHINGTON

APPLICATION FOR REGISTRATION FOR ALL TYPES OF AIRCRAFT

TO THE ADMINISTRATOR OF CIVIL AERONAUTICS:

Application is hereby made for registration and a registration certificate.

1. **Description of Aircraft**

MANUFACTURER	MODEL	SERIAL NO.	SPEC. NO.	DATE MFR.
Vought-Sikorsky Aircraft Division of United Aircraft	VS-44-A	4402	752	4-28-42

2. **Engines**

MANUFACTURER	MODEL	SERIAL NO.	SPEC. NO.	H. P.
Pratt & Whitney Aircr.-Div. of United Airc.	S1C3-G	10649	186	1200
" " " " "	" "	10650	"	"
" " " " "	" "	10651	"	"
" " " " "	" "	10652	"	"

3. Check type of aircraft: Airplane ☒; glider ☐, dirigible ☐, balloon ☐, open cockpit ☐, cabin ☒, convertible ☐, amphibian ☐, seaplane ☒, landplane ☐, biplane ☐, monoplane ☒, unconventional and other (describe): _____

4. Identification mark now displayed on aircraft NC-41881

5. Number seats provided for passengers and crew 39

6. Applicant's name Vought-Sikorsky Aircraft, Div. of United Aircraft (Print or type full name)

7. Address South Main Street (Business or residence) (Street) Stratford (City) Connecticut (State)

8. State whether individual, partnership, association, or corporation Corporation

9. If a partnership, club, or unincorporated association, give name and residence address of each partner or member _____

[OVER]

16—8592

TR

MICRO

10. If a corporation or association, give (*a*) date of organization 1934

(*b*) name of State in which incorporated Delaware

11. Is the aircraft registered under the laws of any foreign country? No

The applicant is the true and lawful owner of the aircraft described above and is a citizen of the United States as defined in subsection (13) of section 1 of the Civil Aeronautics Act of 1938 (quoted in full below). The applicant understands that no registration certificate issued pursuant to this application will be valid if the applicant is not the true and lawful owner of the aircraft or if the applicant is not a citizen of the United States.

I HEREBY DECLARE AND AFFIRM that the foregoing statements are true in every respect, and in testimony whereof set my hand and seal this 28th day of April, 19 42.

(Signature of owner(s)) J W Cauley

[illegible]

Treasurer
(Title)

Subsection (13) of section 1 of the Civil Aeronautics Act defines a citizen of the United States as follows: "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 or of any State, Territory, or possession of the United States, of which the president and two-thirds or more of the board of directors and other managing officers thereof are such individuals and in which at least 75 per centum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

U. S. GOVERNMENT PRINTING OFFICE 16—8502

MAY 5 11 01 AM '42
RECEIVED
CERTIFICATE SECTION

MAY 4 12 35 PM '42
RECEIVED
CIVIL AERONAUTICS
AUTHORITY