

OB No. G4-R0169 Approval Expires Oct. 1977

W 4 0 5 2 2



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

CONVEYANCE
RECORDED

Mar 19 11 14 AM '92

FEDERAL AVIATION
ADMINISTRATION

Release

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

Aircraft Make and Model
SEE ATTACHMENT

FAA Registration Number
SEE ATTACHMENT

Aircraft Serial Number
SEE ATTACHMENT

Engine Make and Model

Engine Serial Number

Propeller Make

Propeller Serial Number

Spare Parts and Location

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

2E KE

The conveyance dated: NOVEMBER 26, 1969, was executed by: ANTILLES

AIR BOATS INC. to BARCLAYS BANK D.C.O.

and assigned to:

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

and was assigned conveyance number: L049842

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

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

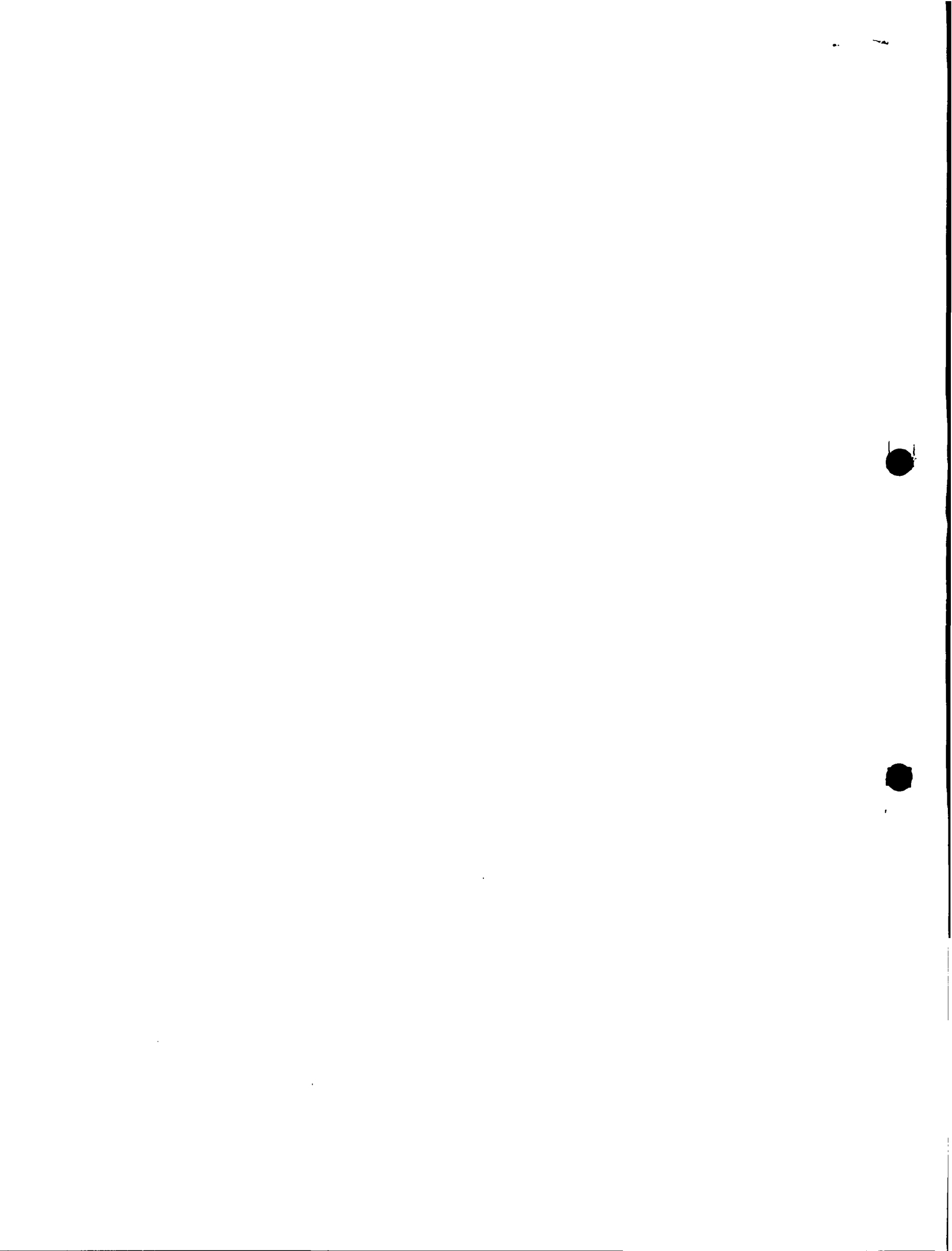
BARCLAYS BANK INTERNATIONAL LTD.

(Name of Secured Party)

SIGNATURE (In Ink) [Handwritten Signature]

TITLE: Manager V.P.

Acknowledgment (If required by Applicable Local Law)



APPENDIX A

1. Eleven Airplanes

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

2. Airplane Engines

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

28. MUST BE []
FOR []

TELEGRAPHIC MESSAGE

NAME OF AGENCY FEDERAL AVIATION ADMINISTRATION AERONAUTICAL CENTER OKLAHOMA CITY OKLAHOMA		PRECEDENCE <input checked="" type="checkbox"/> PRIORITY <input type="checkbox"/> ROUTINE	SECURITY CLASSIFICATION UNCLAS
ACCOUNTING CLASSIFICATION	DATE PREPARED 11/13/85	TYPE OF MESSAGE <input checked="" type="checkbox"/> SINGLE <input type="checkbox"/> BOOK <input type="checkbox"/> MULTIPLE-ADDRESS	
FOR INFORMATION CALL		NAME AAC-256:BJARDEE	
PHONE NUMBER 686-2116			

THIS SPACE FOR USE OF COMMUNICATION UNIT
CHARGE

MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)

TO: ESKLYA
 CIVILAIR
 NORRKOEPING, SWEDEN
 TELEX: 64250

Handwritten: need it so create

THIS CONFIRMS
 DEREGISTRATION OF N 79901 GRUMMAN G-21A
 SERIAL B-63 FROM THE UNITED STATES CIVIL
 AIRCRAFT REGISTER EFFECTIVE 8:00 AM CST NOVEMBER 13 1985

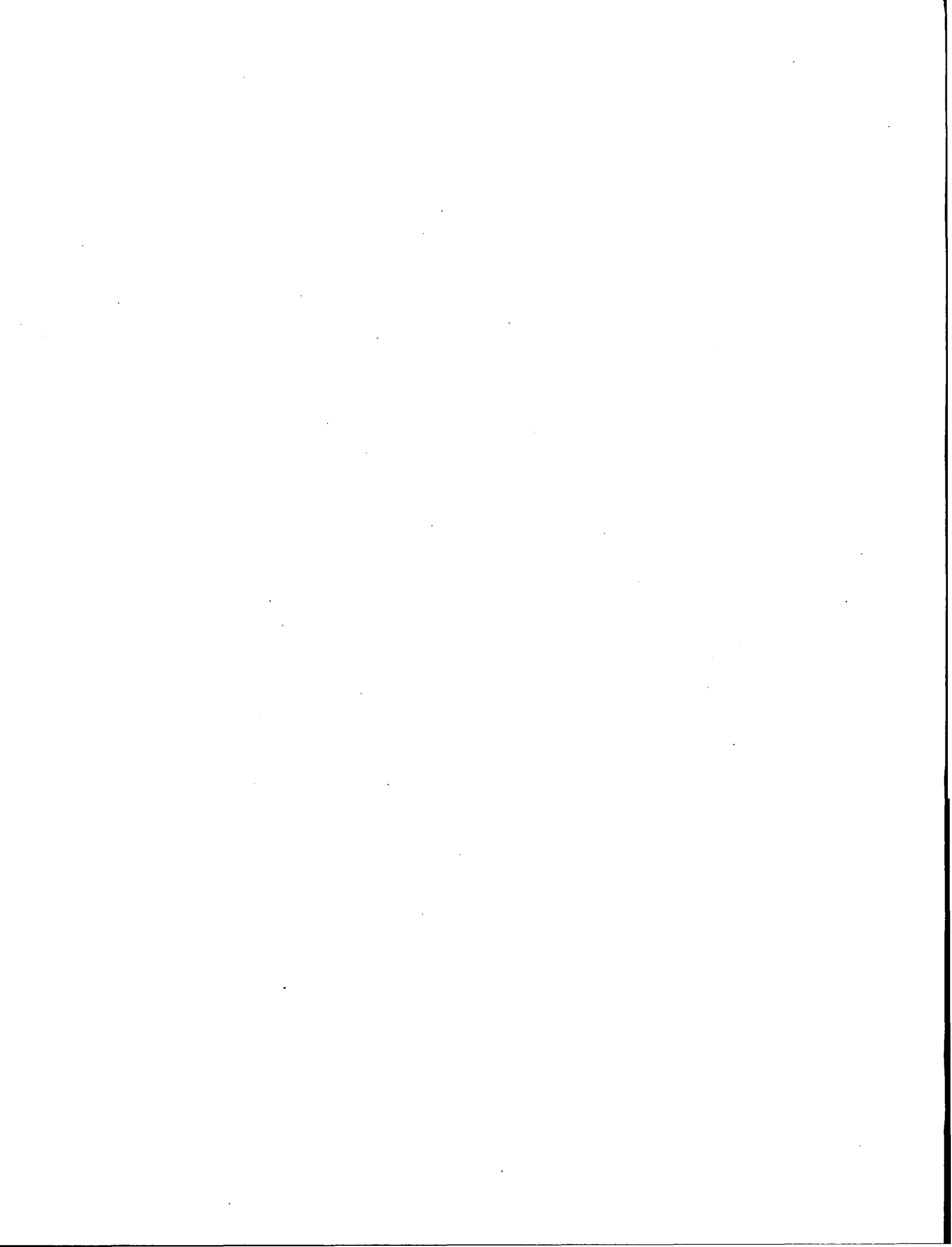
OUR RECORDS SHOW NO UNRELEASED RECORDED LIENS AGAINST AIRCRAFT.
 OUR RECORDS SHOW UNRELEASED LIEN(S) AGAINST THIS AIRCRAFT.
 CONSENT TO EXPORT RECEIVED FROM LIENHOLDER: _____

THE FOLLOWING AIRCRAFT (HAS) (HAVE) NEVER BEEN ENTERED ON THE
 UNITED STATES CIVIL AIRCRAFT REGISTER AS OF _____

For Barbara Jarde
 JAMES E. HENDERSON
 MANAGER
 FAA AIRCRAFT REGISTRY AAC-250
 FEDERAL AVIATION ADMINISTRATION

AAC-256:BWATSON:eje:x2116:11/13/85

SECURITY CLASSIFICATION UNCLAS	
PAGE NO. 1	NO. OF PGS. 1



DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

Aircraft Registration No. N- 79901	Manufacturer and Model Hummer C-21A	Serial Number B63
--	---	-----------------------------

LAST OWNED BY: <i>Consolidated Aviation Enterprises</i>	Lien Information on File: <input checked="" type="checkbox"/> None <input type="checkbox"/> Outstanding Recorded Conveyance No. _____	LIENHOLDER:
--	--	-------------

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

<input type="checkbox"/> Accident <input type="checkbox"/> Totally destroyed or scrapped <input type="checkbox"/> At the request of: <input type="checkbox"/> Registrant <input type="checkbox"/> Owner <input type="checkbox"/> Revocation <input type="checkbox"/> AC Form 8050-73 Action <input type="checkbox"/> Other (Specify): _____	<input checked="" type="checkbox"/> Exported to: <u><i>Sweden</i></u> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"> INDEX CHECKED THROUGH: <i>11-12-85</i> </div>
--	--

Official approving the cancellation: Name: <i>Bill Watson</i>	TIME: <i>8:00 CST</i>	DATE: Y 11 13 85
--	--------------------------	----------------------------

CONFIRM TO: <u><i>Sweden</i></u> FOREIGN MARKINGS: _____ CHARGE INFO, WIRE TO:	COPY TO: <input type="checkbox"/> WIRE <input type="checkbox"/> MAIL
--	--

The above registration has been canceled and records adjusted accordingly. Records Clerk:	EXPORTED	DATE: <i>Nov 13</i> 43 DEC 02 1985
--	----------	--

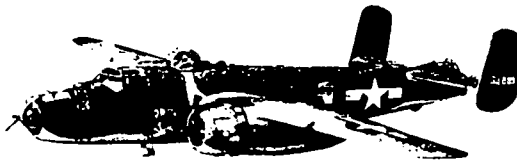


0 0 0 0 0 0 0 1 2 3 0

WARPLANES INC.

Middlebury State Airport
East Middlebury, Vt. 05740
(Tel.) 802-388-9776

Airshows
Static & Flight
Demonstrations



Maintenance
Restoration
Sales

Nov. 7, 1985

This letter is to advise the Aircraft Registry that Grumman G-21A SN B-63 Has Been sold to the Swedish Airforce Museum and has been exported to Sweden and can be removed from the US Register.

Thank You

Dean Martin Vice Pres.

Consolidated Aviation Enterprises Inc.

CONVEYANCE
FILED WITH SAA
REGISTERED
NOV 12 12 32 PM '85
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

REGISTRATION NO. N 79901 0840

FOR AND IN CONSIDERATION OF \$0.00 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 79901**
AIRCRAFT MANUFACTURER & MODEL
Gruuman G-21A
AIRCRAFT SERIAL No.
B-63

DOES THIS 1st DAY OF Nov, 19 85
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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


FLYGVAPENMUSEUM, MALMEN
P.O. Box 13300
LINKOPING, Sweden S-58013

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS 1st DAY OF Nov, 19 85

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Consolidated Aviation Enterprises		Vice President
	0069	5.00 1 255 1 11/04/85

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

ORIGINAL: TO FAA

OKLAHOMA CITY, OKLA.

NOV 4 11 00 AM '85

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER
AIRCRAFT REGISTRATION APPLICATION

CERT. ISSUE DATE

UNITED STATES
REGISTRATION NUMBER **N 79901**

AIRCRAFT MANUFACTURER & MODEL
Grumman G-21A

AIRCRAFT SERIAL No.
B-63

Sold
FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

1. Individual 2. Partnership 3. Corporation 4. Co-owner 5. Gov't. 8. Foreign-owned Corporation

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

Consolidated Aviation Enterprises Inc.

TELEPHONE NUMBER: **(802) 388-9776**

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **Middlebury State Airport**

Rural Route:

P.O. Box: **41**

CITY

STATE

ZIP CODE

East Middlebury

Vermont

05740

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

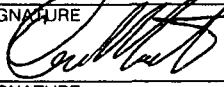
- a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____
b. A foreign-owned corporation organized and doing business under the laws of (state or possession) _____, and said aircraft is based and primarily used in the United States. Records of flight hours are available for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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE 	TITLE Vice President	DATE 10-6-85
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

CONVERTANT FILED WITH
FAA AIRCRAFT REGISTRY

OCT 21 1 29 PM '85

OKLAHOMA

AIRCRAFT BILL OF SALE

P 7 4 2 4 6

FOR AND IN CONSIDERATION OF \$10.00 CXC THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 79901**

AIRCRAFT MANUFACTURER & MODEL
Grumman G-21A

AIRCRAFT SERIAL No.
B-63

Nov 5 3 59 PM '85

DOES THIS **6th** DAY OF **Oct.** 19 **85**
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION
ADMINISTRATION
Do Not Write In This Block
FOR FAA USE ONLY

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

PURCHASER

Consolidated Aviation Enterprises Inc.
P.O. Box 41
Middlebury State Airport
East Middlebury Vermont 05740

DEALER CERTIFICATE NUMBER

CAE1

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS **6th** DAY OF **Oct.** 19 **85**

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
URIEL BRISTOL	<i>Uriel Bristol</i>	OWNER

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

ORIGINAL: TO FAA

4:22 AM 4720

10.00 REG
G 255 A 10/21/85

CONSISTENT FILED WITH
FAA AIRCRAFT REGISTRY

OCT 21 1 29 PM '85

OKLAHOMA CITY

UNITED STATES OF AMERICA

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

CERT. ISSUE DATE 0000734

UNITED STATES REGISTRATION NUMBER N 79901

000000

AIRCRAFT MANUFACTURER & MODEL

GRUMMAN G-21A

U SEP 20 1985

AIRCRAFT SERIAL No. B-63

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

URIEL BRISTOL

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 4041 N. W. 25 STREET

Rural Route:

P. O. Box:

CITY	STATE	ZIP CODE
MIAMI	FLORIDA	33142

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>Uriel Bristol</i>	OWNER	4/19/85
	SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE	

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

OKLAHOMA CITY
OKLAHOMA
Aug 27 2 00 PM '85
CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE 00000000733

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

UNITED STATES
REGISTRATION NUMBER **N** 79901

498473

AIRCRAFT MANUFACTURER & MODEL
GRUMMAN G-21 A

AIRCRAFT SERIAL No.
B-63

DOES THIS 19th DAY OF April 19 85
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO: SEP 27 10 15 AM '85

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

URIEL BRISTOL
4041 N. W. 25 STREET
MIAMI, FLORIDA 33142

DEALER CERTIFICATE NUMBER

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

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

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Malcolm A. Soare	<i>Malcolm A. Soare</i>	OWNER
		ASG

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

5.00 REG
A 08/27/85

ORIGINAL: TO FAA

OKLAHOMA CITY
AUG 27 2 00 PM '85
AIRCRAFT REGISTRY
FILED WITH FAA
CONVEYANCE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER
 AIRCRAFT REGISTRATION APPLICATION

UNITED STATES
 REGISTRATION NUMBER **N 79901**

AIRCRAFT MANUFACTURER & MODEL
Grumman G-21A

AIRCRAFT SERIAL No.
B-63

CERT. ISSUE DATE
0 1 8 6 5

U MAY 20 1985
 FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

Soare, Malcolm A.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: _____

Rural Route: _____ P.O. Box: **1734**

CITY Sidney	STATE Montana	ZIP CODE 59270
-----------------------	-------------------------	--------------------------

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

ATTENTION! Read the following statement before signing this application.

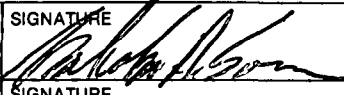
A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

- (1) That the above aircraft is owned by the undersigned applicant, who is:
 Check one as appropriate
- a. A citizen of the United States;
 - b. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____
 - c. A foreign-owned corporation organized and doing business under the laws of (state or possession) _____, and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____
- (2) That the aircraft is not registered under the laws of any foreign country; and
- (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE 	TITLE Owner	DATE 4/18/85
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

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000 000 000

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$000001862 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 79901** U 9 4 7 2 0

AIRCRAFT MANUFACTURER & MODEL
Grumman G-21 A

AIRCRAFT SERIAL No.
B-63

DOES THIS 18th DAY OF April 19 85
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
MAY 20 12 17 PM '85

PURCHASER

Soare, Malcolm A.
Box 1734
Sidney, Montana 59270

DEALER CERTIFICATE NUMBER

AST

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

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

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	SELLER	Uriel Bristol	<i>Uriel Bristol</i>

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

6:31 PM 6084

10.00 REG
0 255 A 04/25/85

ORIGINAL: TO FAA

3083100

APR 23 3 04 PM '85

RECEIVED

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$10,000.00 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

01863

UNITED STATES
REGISTRATION NUMBER **N 79901**

1124019

AIRCRAFT MANUFACTURER & MODEL
Grumman G-21A

AIRCRAFT SERIAL No.
B-63

COPIES

DOES THIS **22nd** DAY OF **Feb** 19 **84**

HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO: **MAY 29**

Do Not Write In This Block
FOR FAA USE ONLY

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

BRISTOL, URIEL

PURCHASER

DEALER CERTIFICATE NUMBER

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

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

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	AMPHIBIAN SALES INC.	<i>Dean H. Lashley</i>	President

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

ORIGINAL: TO FAA

REGISTERED MAIL

SEP 20 3 05 PM '00

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 0000000000001864 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N79901**

AIRCRAFT MANUFACTURER & MODEL
Grumman G-21A

AIRCRAFT SERIAL No.
B-63

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

0000000000001864
U94018

CONFIDENTIAL

Do Not Write In This Block
FOR FA USE ONLY

MAY 20 1977

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

PURCHASER

AMPHIBIAN SALES, INC.
4041 N.W. 25 Street
Miami, Florida 33142

014

DEALER CERTIFICATE NUMBER

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

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

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
	Antilles Air Boats, Inc.	<i>David Barden</i>	Exec. Vice-President

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

ORIGINAL: TO FAA

1 2 3 4 5 6 7 8 9 10

11 12 13 14 15 16 17 18 19 20

APR 20 3 04 PM '05
NEW YORK

21 22 23 24 25 26 27 28 29 30

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

MAY 21, 1982

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



CERTIFIED - RETURN RECEIPT REQUESTED

ANTILLES AIR BOATS INC
WEST SEAPLANE RAMP
CHRISTIANSTED, VI 00820

N-79901

REINSTATED
11 JUN 4 1985

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-79901

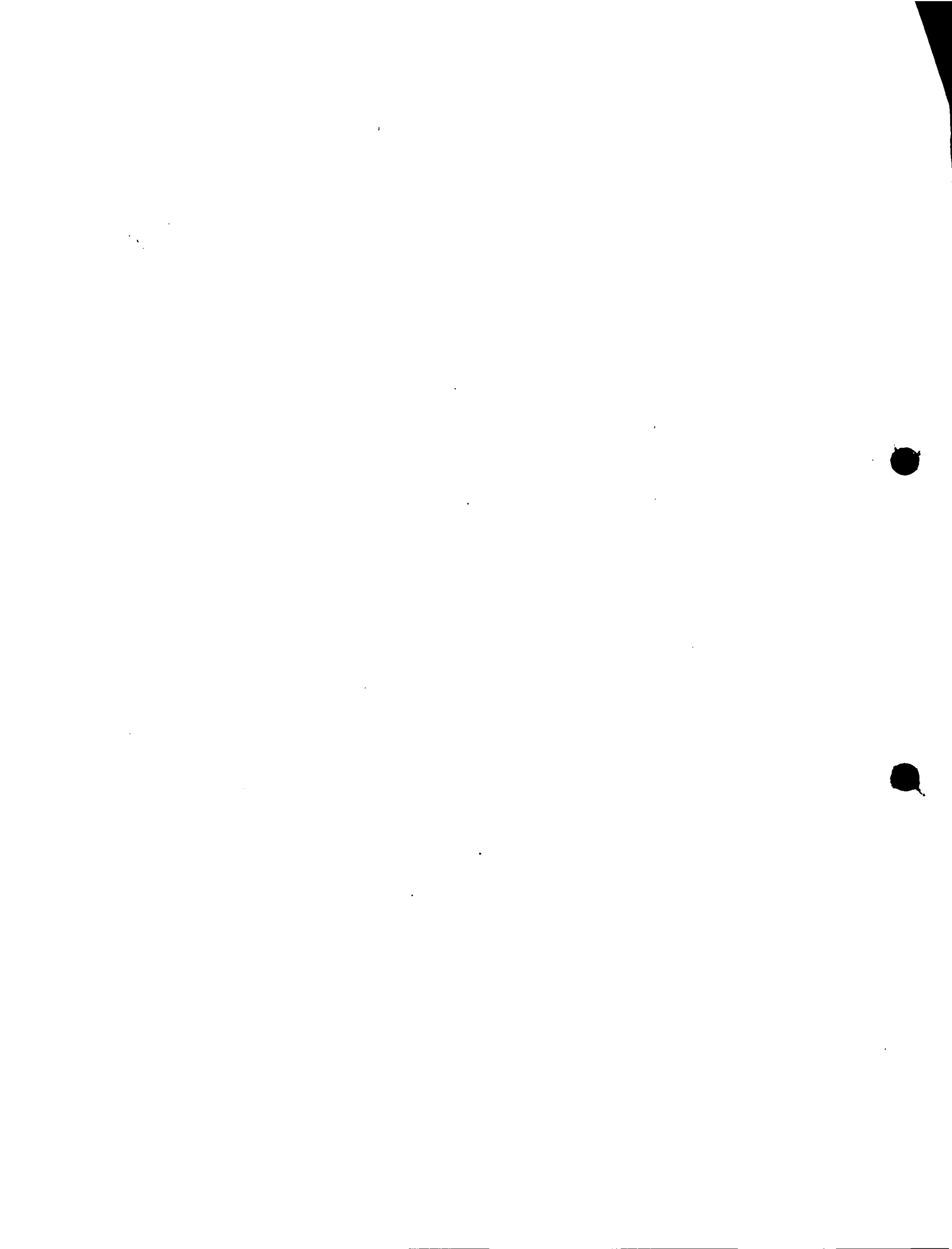
b. As certificate holder, you failed to execute and submit to the FAA Aircraft Registration Branch a "Triennial Aircraft Registration Report" within 60 days after its issuance to you.

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



DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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FORM APPROVED FORM No. 04-R0169

CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N79901	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G-21A
AIRCRAFT SERIAL NUMBER B-63	PROPELLER MFR. and MODEL
ENGINE MFR. and MODEL	PROPELLER SERIAL NUMBER(S)
ENGINE SERIAL NUMBER(S)	
NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE Resorts International, Inc. 915 N.E. 125th Street North Miami, Florida 33161	
NAME (last name first) OF SECURED PARTY'S ASSIGNOR (if assigned)	
NAME (last name first) OF DEBTOR Antilles Air Boats, Inc.	

CONVEYANCE
RECORDED

SEP 23 12 10 PM '83

FEDERAL AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: 3-21-79 RECORDED ON: 4-5-79 CONVEYANCE NUMBER: K19392

FAA CONVEYANCE EXAMINER

RELEASE

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED; PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

DATE OF RELEASE: March, 1983

Resorts International, Inc.
(Name of security holder)

SIGNATURE (in ink) *Matthew B Kearney*

TITLE: Vice-President

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.

(A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations. (14 CFR Parts 47 and 49).

ACKNOWLEDGMENT (If Required By Applicable Local Law):

SUBMITTED BY I.A.T.S.

OKLAHOMA CITY
JUL 25 11 58 AM '83

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FILED WITH
AIRCRAFT REGISTRY
OKLAHOMA CITY
JUL 25 1 47 PM '83
OKLAHOMA

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED, OMB No. 04-R0189

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CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N79901	AIRCRAFT MFR. (BUILDER) and MODEL
AIRCRAFT SERIAL NUMBER B-63	Grumman G-21A
ENGINE MFR. and MODEL	PROPELLER MFR. and MODEL
ENGINE SERIAL NUMBER(S)	PROPELLER SERIAL NUMBER(S)
NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE First Pennsylvania Bank, N.A. Veterans Drive St. Thomas, U.S. Virgin Islands 00801	
NAME (last name first) OF SECURED PARTY'S ASSIGNOR (if assigned)	
NAME (last name first) OF DEBTOR Antilles Air Boats	

CONVEYANCE
RECORDED
JUL 21 1 08 PM '83
FEDERAL
AVIATION
ADMINISTRATION

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CONVEYANCE DATED: 5-11-78 RECORDED ON: 7-6-78 CONVEYANCE NUMBER: S07249

FAA CONVEYANCE EXAMINER

RELEASE

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED; PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

DATE OF RELEASE: March 1983

First Pennsylvania Bank, N.A.
(Name of security holder)

SIGNATURE (In Ink) Ronald W. Simmons

TITLE Senior Commercial Officer

(A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR Parts 47 and 49).

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.

ACKNOWLEDGMENT (If Required By Applicable Local Law)

SUBMITTED BY I A T S.

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0189

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CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N79901	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G-21A
AIRCRAFT SERIAL NUMBER B-63	
ENGINE MFR. and MODEL.	PROPELLER MFR. and MODEL.
ENGINE SERIAL NUMBER(S).	PROPELLER SERIAL NUMBER(S)
NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE First Pennsylvania Bank, N.A. P.O. Box 1737 Charlotte Amalie, St. Thomas, Virgin Islands	
NAME (last name first) OF SECURED PARTY'S ASSIGNOR (If assigned)	
NAME (last name first) OF DEBTOR Antilles Air Boats, Inc.	

JUL 21 1 07 PM '83

FEDERAL
AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: 3-15-77 RECORDED ON: 3-29-77 CONVEYANCE NUMBER: A65432

FAA CONVEYANCE EXAMINER

RELEASE

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED; PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

DATE OF RELEASE: March, 1983

First Pennsylvania Bank, N.A.
(Name of security holder)

SIGNATURE (In Ink)..... Ronald W. Simmons

TITLE..... Senior Commercial Officer

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.

(A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR Parts 47 and 49).

ACKNOWLEDGMENT (If Required By Applicable Local Law):

SUBMITTED BY I. A. T. S.

OKLAHOMA
MAY 17 11 35 AM '83
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0189

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U71680

CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N79901	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G-21A
AIRCRAFT SERIAL NUMBER B-63	
ENGINE MFR. and MODEL	PROPELLER MFR. and MODEL
ENGINE SERIAL NUMBER(S)	PROPELLER SERIAL NUMBER(S)
NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE Administrator of the Small Business Administration 255 Ponce de Leon Avenue Hato Rey, Puerto Rico	
NAME (last name first) OF SECURED PARTY'S ASSIGNOR (if assigned)	
NAME (last name first) OF DEBTOR Antilles Air Boats, Inc.	

CONVEYANCE
L100595
JUL 21 1 07 PM '83
FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: 8-12-75 RECORDED ON: 8-28-75 CONVEYANCE NUMBER: L100595

FAA CONVEYANCE EXAMINER

RELEASE

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED; PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

DATE OF RELEASE: March , 1983

Administrator of the Small Business Administration (Name of security holder)

SIGNATURE (in ink) *[Signature]*

TITLE: Acting District Director

(A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR Parts 47 and 49).

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to: FAA Aircraft Registry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.

ACKNOWLEDGMENT (If Required By Applicable Local Law)

SUBMITTED BY I. A. T. S.

OKLAHOMA
OKLAHOMA CITY
MAY 12 11 55 AM '83
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED, OMB No. 04-R0188

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CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N79901	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G-21A
AIRCRAFT SERIAL NUMBER B-63	
ENGINE MFR. and MODEL	PROPELLER MFR. and MODEL
ENGINE SERIAL NUMBER(S)	PROPELLER SERIAL NUMBER(S)
NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE Virgin Islands National Bank. Veterans Drive St. Thomas, U.S. Virgin Islands 00801	
NAME (last name first) OF SECURED PARTY'S ASSIGNOR (if assigned)	
NAME (last name first) OF DEBTOR Antilles Air Boats, Inc.	

CONVEYANCE
RECORDED
JUL 21 1 06 PM '83

FEDERAL
AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: 9-6-72 RECORDED ON: 10-30-72 CONVEYANCE NUMBER: E90833

FAA CONVEYANCE EXAMINER

RELEASE

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED; PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

DATE OF RELEASE: March 1983
Virgin Islands National Bank n/n/a
First Pennsylvania, N.A.
(Name of security holder)

SIGNATURE (in ink) Ronald W. Simmons
Senior Commercial Officer

TITLE
(A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR Parts 47 and 49).)

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.

ACKNOWLEDGMENT (If Required By Applicable Local Law)

SUBMITTED BY I. A. T. S.

OKLAHOMA
FEB 12 11 50 AM '83
FBI

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

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

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

West Seaplane Ramp, Christiansted, St. Croix, U.S. Virgin Islands 00820 hereinafter called the MORTGAGOR, and

RESORTS INTERNATIONAL, INC., a Delaware corporation,

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

915 N.E. 125th Street, North Miami, Florida 33161

hereinafter called the MORTGAGEE,

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

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CONVEYANCE RECORDED
APR 5 8 57 AM '79
FEDERAL AVIATION ADMINISTRATION
SEE RECORDED CONVEYANCE NUMBER AA 158450
PAGE #

Aircraft make and model Grumman G-21A

FAA registration number N-79901

Manufacturer's serial number B63

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

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

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 October 26, 1978 executed by the mortgagor and payable to the order of the mortgagee

in the aggregate principal sum of \$ 900,000 with interest thereon at the per annum equal to 2% greater than the prime rate of interest charged by Citibank, N.A., rate ~~of~~ / ~~XXXXXXXXXXXXXXXXXXXX~~ payable ~~XXXXXXXXXXXXXXXXXXXX~~ on the 25th day of each month, commencing November 25, 1978:

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

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

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

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

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

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

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

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SUBMITTED BY
AERO TITLE CLEARING SERVICE

CONVEYAN
FILED WITH FAA
AIRCRAFT REGISTRY
MAR 27 8 08 AM '79
OKLAHOMA CITY
OKLAHOMA

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

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

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

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

Name of mortgagor ANTILLES AIR BOATS, INC.

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

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

ACKNOWLEDGMENT BY MORTGAGOR

State of Florida
County of Dade
(SEAL)

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

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

My commission expires _____

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

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____
County of _____
(SEAL)

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

My commission expires _____

(Signature of notary public (in ink))

SUBMITTED BY
AERO TITLE CLEARING SERVICE

CONVEYED
FILED WITH
AIRCRAFT REGISTRY
MAR 27 8 08 AM '79
OKLAHOMA CITY
OKLAHOMA

AIRCRAFT CHATTEL MORTGAGE

Mortgage, made this 11th day of May, 1978 by and between ANTILLES AIRBOATS, INC.

0000001390
0000001411

whose address is (Number, street, city, zone, and State) Seaplane Ramp, Veteran's Drive, Charlotte Amalie, St. Thomas, Virgin Islands hereinafter called the MORTGAGOR, and FIRST PENNSYLVANIA BANK, N. A.

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

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of One Hundred Twenty Thousand dollars (\$120,000.00) as evidenced by a promissory note referred to herein, has, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft, together with all equipment and accessories attached thereto or used in connection therewith including the following:

FEDERAL AVIATION
ADMINISTRATION
CONVEYANCE
RECORDED
JUL 6 6 17 AM '78

S 0 7 2 4 9

SEE RECORDED
CONVEYANCE
NUMBER 4716
FICHE # PAGE #

FAA registration number

Aircraft make and model
Manufacturer's serial number

together with all equipment and accessories attached thereto or used in connection therewith including the following:
All spare parts and equipment used in the operation of said aircraft.

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 May 11, 1978 executed by the mortgagor and payable to the order of FIRST PENNSYLVANIA BANK, N.A. in the aggregate principal sum of \$ 120,000.00 with interest thereon at the rate of 2pts. over 1st. per centum per annum, from date, payable in installments as follows: 35 successive monthly installments of \$3,334.00 plus interest and a 36th successive monthly payment of \$3,310.00 plus interest. The last payment of \$3,310.00 plus interest is due on the 1st. day of June 19 78. The last payment of \$3,310.00 plus interest is due on the 1st. day of May 19 81.

Second: The prompt and faithful discharge and performance of each agreement of the mortgagor herein contained made with or for the benefit of the mortgagee in connection with the indebtedness to secure which this instrument is executed, and the repayment of any sums expended or advanced by the mortgagee for the maintenance or preservation of the property mortgaged hereby or in enforcing his rights hereunder. Said mortgagor hereby declares and hereby warrants to the said mortgagee that he is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: (If no liens other than this mortgage indicate "None".)

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

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

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

REC 0 7 6 7 2001/3.002A

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

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

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

IN WITNESS WHEREOF, the mortgagor has hereunto set

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

Name of mortgagor ANTILLES AIRBOATS, INC.

Signature(s) (In Ink) _____
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

State of U.S. VIRGIN ISLANDS
County of ST. THOMAS / ST. JOHN
(SEAL)

On this 11th day of MAY, 1978, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires May 22, 1978

[Signature]
(Signature of notary public (In Ink))

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____
County of _____
(SEAL)

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

My commission expires _____

[Signature]
(Signature of notary public (In Ink))

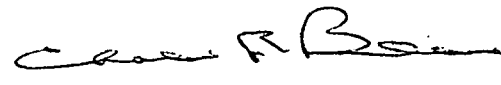
0 0 0 0 0 1 3 9 1
0 0 0 0 0 1 4 1 2

EXHIBIT A

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

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

70
10
ANTILLES AIRBOATS INC.



President

3/1/10

3 1 5 1 0 0 0 0

OKLAHOMA CITY, OKLA. OKLAHOMA CITY, OKLA.

MAY 16 12 23 PM '78 JUN 13 11 26 AM '78

ADVANCE FILED WITH AIRCRAFT REGISTRY
OKLAHOMA CITY, OKLA. AIRCRAFT REGISTRY

DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO. 471682
 FILING DATE: 5-12-82

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

TYPE OF CONVEYANCE <u>Chattel Mortgage</u>	DATE EXECUTED <u>10-12-77</u>
FROM <u>Antilles Airboats, Inc</u>	DOCUMENT NO. <u>D 13001</u>
TO OR ASSIGNED TO <u>First Pennsylvania Bank NA</u>	DATE RECORDED <u>12-13-77</u>

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

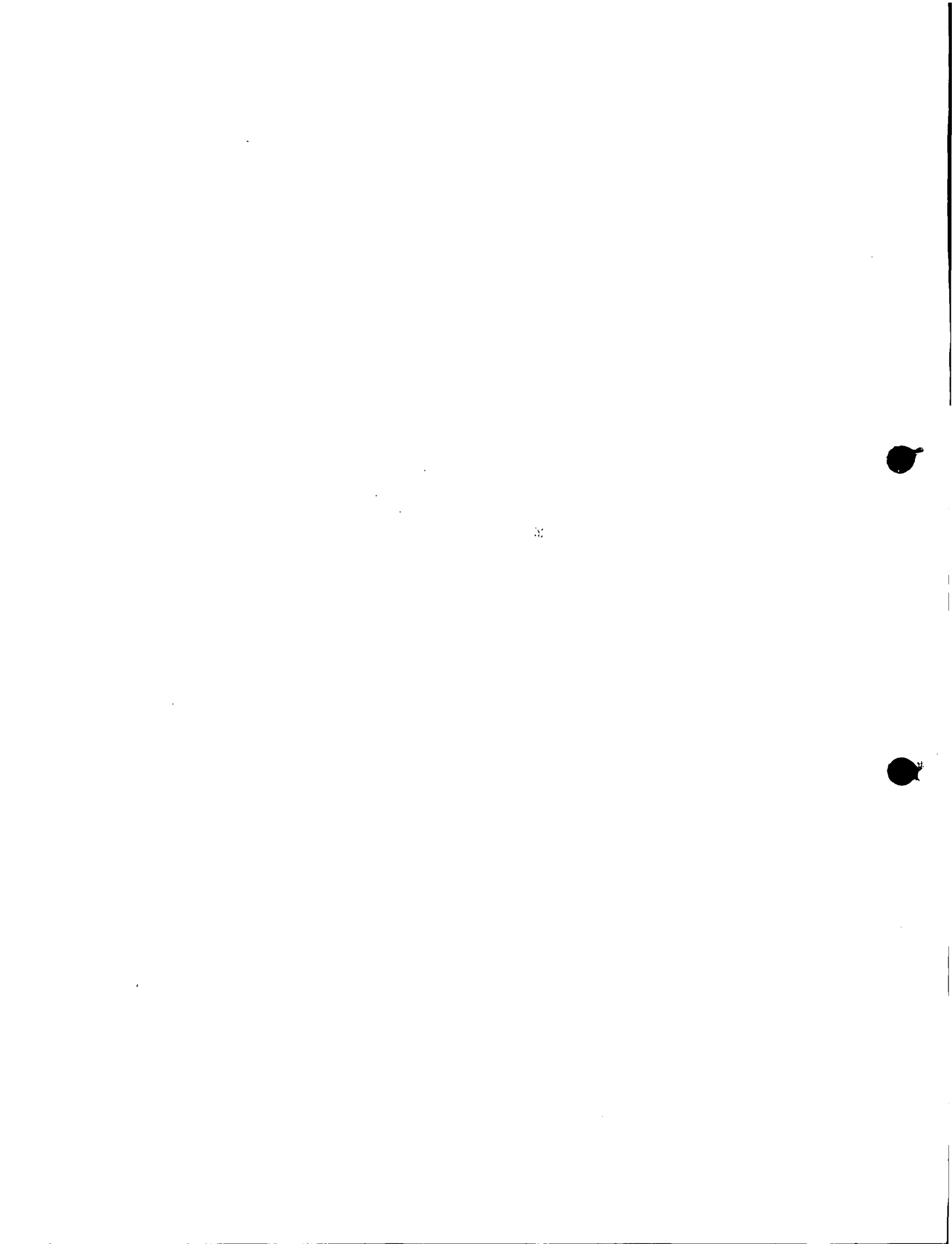
AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED
N 2003	14
N 7777Y	
N 8777A	
N 4762C	
N 79901	
N 79914	
N 48550	
N 74588	
N 323	
N 1048V	
N 74676	
N 28369	
N 7356	
N 3385F	

ENGINES	TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.

PROPELLERS	TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.

SPARE PARTS - LOCATIONS	TOTAL NUMBER INVOLVED
LOCATION	

RECORDED CONVEYANCE FILED IN: N 2003



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

FAA 88883

Remove this stub before reproduction

Form FAA-905 (1-60)

AIRCRAFT CHATTEL MORTGAGE

CONVEYANCE RECORDED

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

Seaplane Ramp
Veterans' Drive

MAR 29 10 57 AM '77

whose address is (Number, street, city, zone, and State) St. Thomas, Virgin Islands, STATION

ADMINISTRATION

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

P. O. Box #1737

whose address is (Number, street, city, zone, and State) Charlotte Amalie, St. Thomas, Virgin Islands

hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Five hundred Twenty-Four

thousand NO/100 dollars (\$524,000.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, assigns, and assigns, the following described aircraft:

Aircraft make and model Grumann G-21 A

Manufacturer's serial number B63

SEE RECORDED
CONVEYANCE
NUMBER 111684
FICHE # PAGE 1

FAA registration number N79901

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

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

RPB

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 March 15, 1977-executed by the mortgagor and payable to the order of First Pennsylvania

Bank, N.A. in the aggregate principal sum of \$ 524,000.00 with interest thereon at the

Two percent over First Pennsylvania Bank's rate of moving prime per centum per annum, from date, payable in installments as follows:

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

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

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

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

NONE

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

RPB

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

FAA 88883 97773 80005 0084

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-14-01 BY 60322 UCBAW/STP

MAR 21 11 42 AM '77

OKLAHOMA CITY, OKLA

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

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

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

IN WITNESS WHEREOF, the mortgagor has hereunto set

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

Name of mortgagor ANTILLES AIRBOATS, INC.

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

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

ACKNOWLEDGMENT BY MORTGAGOR

State of Virgin Islands
County of St. Thomas
(SEAL)

On this 15th day of March, 1977, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires _____

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

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of OKLAHOMA CITY, OKLA.
County of 11
(SEAL) MAR 21 11 42 AM

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

My commission expires _____

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

REGISTERED AIRCRAFT REGISTRY
FILED WITH
NOTARY PUBLIC

This mortgage made and entered into this 12th day of August, 1975, by and between Antillas Air Bonds, Inc., whose address is 10000, Charlotte, St. Croix, Virgin Islands, (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America, (hereinafter referred to as mortgagee), who maintains an office and place of business at 259 Pence de Leon Ave., Hato Rey, Puerto Rico.

FEDERAL AVIATION
ADMINISTRATION

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

<u>NAME</u>	<u>MODEL</u>	<u>ORIGINAL NUMBER</u>	<u>REGISTRATION NO.</u>
1. Grumman	G-21A	75-7061	N5840A
2. "	"	D-141	N2103
3. "	"	D-111	N77777
4. "	"	1152	N3777A
5. "	"	D-63	N70001
6. "	"	D-03	N7001A
7. "	"	1031	N18880
8. "	"	D-60	R4762C
9. "	"	1053	N32Q

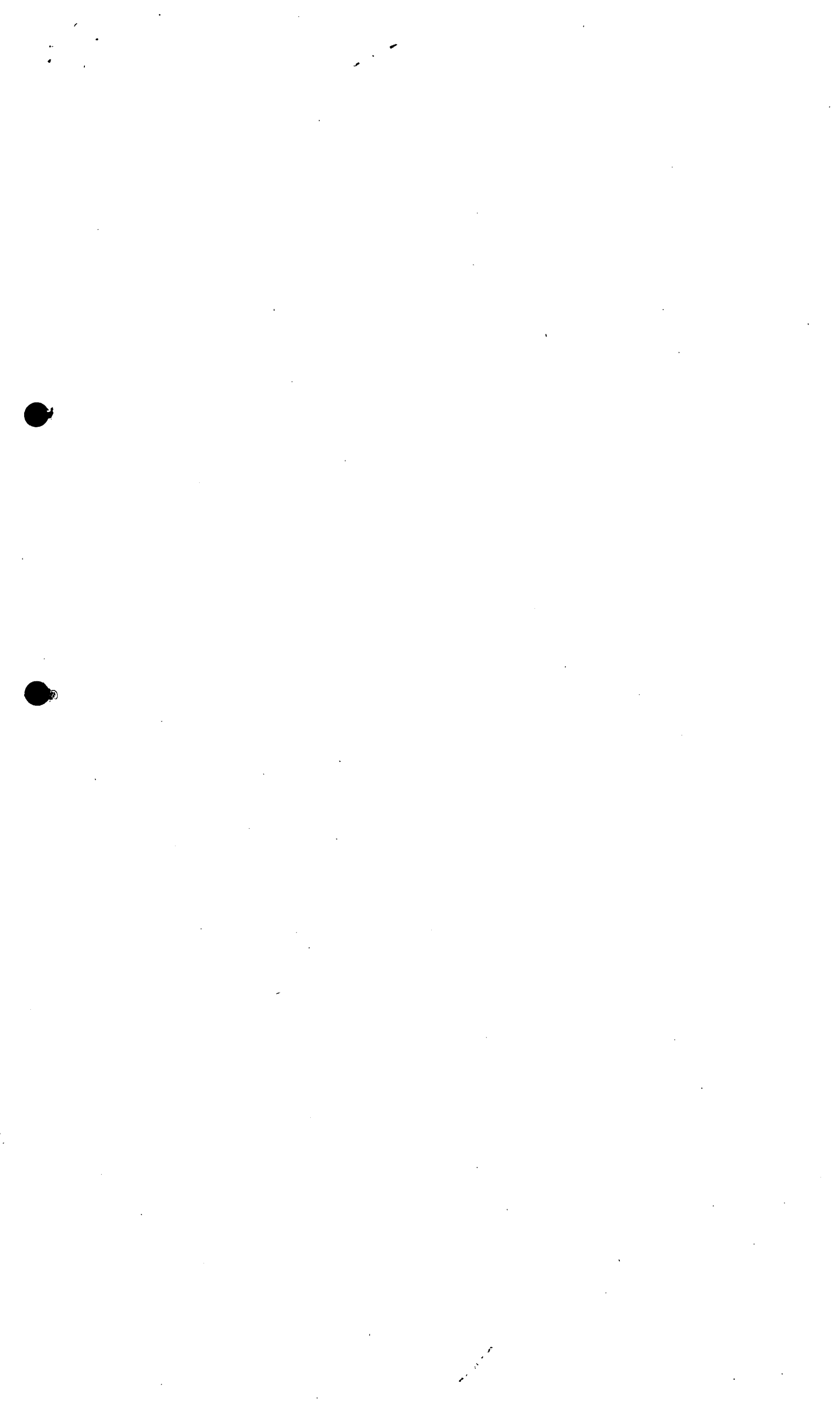
Together with and including equipment and accessories attached thereto or used to their operations, and all improvements now or hereafter made thereon.

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

This instrument is given to secure the payment of a promissory note dated August 12, 1975, in the principal sum of \$46,000.00, signed by Brian J. Liabel, Vice-President-----on behalf of Antillas Air Bonds, Inc., with interest thereon at the rate of five percent (5%) interest due payable in fifteen, (15) years, to be paid in one hundred seventy-six (176) installments of \$530.00, principal and interest due payable in fifteen (15) years beginning five (5) months from the date of Note.

1. The mortgagor covenants and agrees as follows:

- a. He will promptly pay the indebtedness evidenced by said promissory note at the manner therein provided.
- b. He will pay all taxes, assessments, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinafore and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.



MICRO

OKLAHOMA CITY, OKLA.

JUG 10 6 59 AM '75

INVEST. ICE FILED WITH
FAA AIRCRAFT REGISTRY

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

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

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

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

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

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

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

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

l. Default in any of the covenants or conditions of this instrument or of the note or lease agreement secured hereby shall terminate the mortgagor's right of possession, use, and enjoyment of the property, at the option of the mortgagee. (It being agreed that the mortgagor shall have such right until default). In the event of default, the mortgagee shall become the owner of all the rents and profits due and accrued as security for the indebtedness secured hereby, with the right to

MICRO

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

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

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

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

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

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

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

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

6. In the event the mortgagor fails to pay any Federal, state, or local tax, or any other tax, license, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any such tax, license, charge, fee, or other expense shall be added to and become a part of the principal amount of the indebtedness secured by said note, subject to the same terms and conditions. If the mortgagor fails to pay and discharge the indebtedness evidenced by said promissory note, and shall die, be declared bankrupt, or discharge all taxes and license and the costs, fees, and expenses of appraisalment, and executing this mortgage, then this mortgage shall be considered as

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

MICRO

- 8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
- 9. In compliance with the Rules and Regulations of the Small Business Administration, this instrument is to be construed and enforced in accordance with applicable Federal law.
- 10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- 11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at Water Gut, Christiansburg, Virginia-----
 Islands-----and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at

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

Antilles Air Boats Inc

Brian J. Lincoln

Vice President

Executed and delivered in the presence of the following witnesses:

Alexander M. Link
 WITNESS

[Signature]
 WITNESS

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

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

[Signature]
 ANTONIO J. NEGRONI
 Attorney Advisor

RECORDED
 AUG 13 1975

MIRG

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 6th day of September, 1972 by and between ANTILLEAN AIRBOATS INC

E 90833

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

CONVEYANCE RECORDED

VIRGIN ISLANDS NATIONAL BANK

OCT 30 11 58 AM '72

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

FEDERAL AVIATION ADMINISTRATION

SEE RECORDED

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of FOUR HUNDRED

CONVEYANCE NUMBER U 9671

THOUSAND dollars (\$ 400,000.00) as evidenced by promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model GRUMMAN G-21A

FAA registration number 79901

Manufacturer's serial number B-63

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

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

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

The above described aircraft is hereby mortgaged to the mortgagee for the 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 September 6, 1972 executed by the mortgagor and payable to the order of VIRGIN ISLANDS

NATIONAL BANK in the aggregate principal sum of \$ 400,000.00 with interest thereon at the

rate of 2 Points Over Penco Prime per centum per annum, from date, payable in installments as follows:

The principal and interest of said note is payable in 59 installments of \$ 6,700.00 Plus Interest each on the 15th day

of each successive month beginning with the 15th day of October 1972

The last payment of \$ 4,700.00 Plus Interest is due on the 15th day of September 1977.

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

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

NONE

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

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

File for 10-19 AM 3:00

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

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

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

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

Jocelyn Allan

Name of mortgagor ANTILLES AIRBOATS INC.

Signature(s) (In Ink) [Signature]
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

State of ST. THOMAS
County of VIRGIN ISLANDS
(SEAL)

On this 6th day of Sept, 1972, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires Sept 30, 1972

[Signature]
(Signature of notary public (In Ink))

ASSIGNMENT BY MORTGAGEE

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

Signature(s) (In Ink) _____
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of ST. THOMAS & ST. CROIX
County of VIRGIN ISLANDS
(SEAL)

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

My commission expires _____

[Signature]
(Signature of notary public (In Ink))

ST. THOMAS & ST. CROIX
14 11 25 AM '72
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 CROSS-REFERENCE—RECORDATION

N-

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

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

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED
<i>2003</i>	<i>48550</i>
<i>7777V</i>	<i>5588V</i>
<i>328</i>	<i>5584V</i>
<i>8797A</i>	
<i>5548A</i>	
<i>4762C</i>	
<i>79901</i>	
<i>79914</i>	

ENGINES	TOTAL NUMBER INVOLVED <i>4</i>	
MAKE(S) <i>2 Pratt & Whitney S/N 461382 & CP 321934</i> <i>2 Cushman Wright R-2600-29A S/N 194215 & 433543</i>		
AC Form 8050-41 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS	TOTAL NUMBER INVOLVED	
MAKE(S)		
AC Form 8050-41 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS	TOTAL NUMBER INVOLVED
AC Form 8050-41 FILED WITH	LOCATION

FOR RECORDED CONVEYANCE SEE (Check one)
 AIRCRAFT FOLDER N- *2003*
 LOCATION LISTED ABOVE

ENGINE MAKE AND SERIAL NO. LISTED ABOVE
 PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

ABOVE CONVEYANCE RELEASE NUMBER

ALRO

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

23 MAY 3 1974

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box) *dup* 49 APR 25 1974 29 12 28 73

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

NATIONALITY AND REGISTRATION MARKS N 79901	AIRCRAFT MAKE AND MODEL Grumman G-21A	AIRCRAFT SERIAL No. B-63
---	--	-----------------------------

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

ANTILLES AIR BOATS, INC.

ADDRESS - (Number and Street; P. O. Box, or Rural Route.)
SEAPLANE RAMP, VETERANS DRIVE
WEST SEAPLANE RAMP

CITY CST. THOMAS CHRISTIANSTED	COUNTY ST. CROIX	STATE 00950 U.S.V.I. U.S. V.I.	ZIP CODE 00801 00820
--------------------------------------	---------------------	---	---------------------------------------

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>C. H. Sewell</i>	TITLE <i>asst. Gen. mgr.</i>	DATE 7-5-69
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

ANTILLES AIR BOATS, INC.
 3029 76116
 1974

MICRO
FILM

FFR
Jun 6 '69
2:30 PM

OKLAHOMA CITY, OKLA.

AUG 29 1 48 PM '69

CONFORMANCE FILED WITH
FAA AIRCRAFT REGISTRY

AIRCRAFT BILL OF SALE

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

MICROFILM CODE

1C

JC

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

AIRCRAFT MAKE AND MODEL

GRUMMAN G-21A

MANUFACTURER'S SERIAL NUMBER

B63

NATIONALITY AND REGISTRATION MARKS

U.S.A. N-79901

does this 19th day of SEPT. 1969, hereby sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:

NAME AND ADDRESS

(If individual(s), give last name, first name, and middle initial)

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

PURCHASER

CONVEYANCE
RECORDED
Dec 9 12 52 PM '69
FEDERAL AVIATION
ADMINISTRATION

L 0 4 9 8 3 7

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

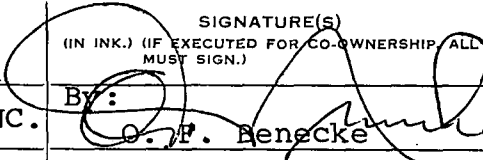
NONE

AMOUNT

DATED

IN FAVOR OF

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

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

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

MICRO

1-7-69

Company

REGISTRATION
EXPIRES 15 35 00 00

OKLAHOMA CITY, OKLA.

DEC 5 3 42 PM '69

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

APR 19 1968

FEDERAL AVIATION AGENCY
APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALITY AND
 REGISTRATION MARKS
N 79901

AIRCRAFT MAKE AND MODEL
**GRUMMAN
 G21-A**

AIRCRAFT SERIAL No.
B-63

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

Alaska Airlines, Inc.

merged

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

Seattle-Tacoma International Airport

CITY Seattle	COUNTY King	STATE Washington	ZIP CODE 98158
------------------------	-----------------------	----------------------------	--------------------------

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

If executed for co-ownership all applicants must sign.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>[Signature]</i>	TITLE Exec Vice Pres Oprns & Maintenance	DATE 4/11/68
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

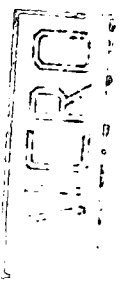
APR 19 6 16 PM '68

10000

OKLAHOMA CITY, OKLA

Apr 19 2 47 PM '68

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY



FEDERAL AVIATION AGENCY APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALITY AND
REGISTRATION MARKS

N 79901

AIRCRAFT MAKE AND MODEL

Grumman G-21A

AIRCRAFT SERIAL No:

B-63

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

Alaska Coastal Airlines, Inc.

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

2 Marine Way

CITY

Juneau

COUNTY

STATE

Alaska

ZIP CODE

99801

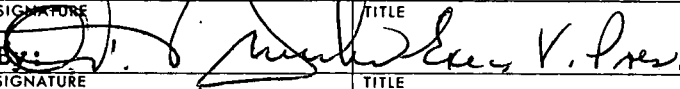
ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE 	TITLE V. Pres.	DATE 6/16/66
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

MICRO

OKLAHOMA CITY, OKLA.

JUN 27 11 04 AM '66

FEDERAL AVIATION
AGENCY - AIRCRAFT
REGISTRATION PROGRAM

AIRCRAFT BILL OF SALE

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

MICROFILM CODE

1C

JC

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

AIRCRAFT MAKE AND MODEL

Grumman G-21A

MANUFACTURER'S SERIAL NUMBER

B-63

NATIONALITY AND REGISTRATION MARKS

N-79901

does this 16th day of June 1966, hereby sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:

NAME AND ADDRESS

(If individual(s), give last name, first name, and middle initial)

Alaska Coastal Airlines, Inc.

PURCHASER

FAA
AIRCRAFT REGISTRY

JUL 9 1 34 PM '66

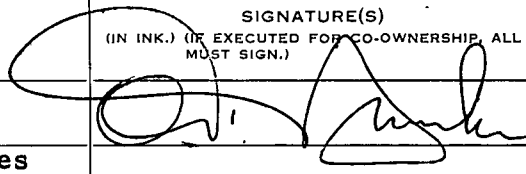
DOC. RECORDED

L 0 2 4 4 5 8

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED
Chattel Mortgage	\$270,000.00	3/1/66
IN FAVOR OF		
The B. M. Behrends Bank, Juneau, Alaska		

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

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

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

ACFA
27 7 292 0005 005A

MILRU

OKLAHOMA CITY, OKLA.

JUN 27 11 04 AM '66

FEDERAL AVIATION
AGENCY - ALBUQUERQUE
REGIONAL OFFICE - DENVER

47

FEDERAL AVIATION AGENCY CROSS-REFERENCE—RECORDATION		(Space for release stamp)	
This form is to be used in all cases where a conveyance covers more than one aircraft, or engine, propeller, or location. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.		AIRCRAFT N-----	
TYPE OF CONVEYANCE <i>Articles of Merger + Certificate of Merger</i>		DATE EXECUTED <i>3/27/68</i>	
FROM <i>Alaska Coastal Airlines, Inc. into</i>		DOCUMENT NO.	
TO OR ASSIGNED TO <i>Alaska Airlines, Inc.</i>		DATE RECORDED	
THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:			
AIRCRAFT (List by registration number)		TOTAL NUMBER INVOLVED:	
ENGINES		TOTAL NUMBER INVOLVED	
MAKE(S)			
FAA FORM-506 FILED WITH	ENGINE MAKE	SERIAL NO.	
PROPELLERS		TOTAL NUMBER INVOLVED	
MAKE(S)			
FAA FORM-506 FILED WITH	PROPELLER MAKE	SERIAL NO.	
SPARE PARTS - LOCATIONS		TOTAL NUMBER INVOLVED	
FAA FORM-506 FILED WITH	LOCATION		
FOR RECORDED DOCUMENT SEE (Check one)			
<input checked="" type="checkbox"/> <i>merger file (name change)</i> AIRCRAFT FOLDER N		<input type="checkbox"/> ENGINE MAKE AND SERIAL NO. LISTED ABOVE	
<input type="checkbox"/> LOCATION LISTED ABOVE		<input type="checkbox"/> PROPELLER MAKE AND SERIAL NO. LISTED ABOVE	

MICRO

FEDERAL AVIATION AGENCY CROSS-REFERENCE—RECORDATION	<small>(Space for release stamp)</small>
--	--

This form is to be used in all cases where a conveyance covers more than one aircraft, or engine, propeller, or location. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.	AIRCRAFT N- <u>79901</u> CONVEYANCE NUMBER <u>T 32828</u>
---	--

TYPE OF CONVEYANCE <i>Chattel Mortgage</i>	DATE EXECUTED <i>11-1-67</i>
---	---------------------------------

FROM <i>Alaska Coastal Airlines Inc.</i>	DOCUMENT NO. <i>2935105</i>
---	--------------------------------

TO OR ASSIGNED TO <i>The B. M. Redoubt Bank</i>	DATE RECORDED <i>11-21-67</i>
--	----------------------------------

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:	
AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED: <i>17</i>

<i>2763A</i>	<i>47720</i>	<i>95431</i>
<i>196N</i>	<i>48550</i>	
<i>1019N</i>	<i>5584V</i>	
<i>28369</i>	<i>68157</i>	
<i>31235</i>	<i>74588</i>	
<i>47450</i>	<i>74676</i>	
<i>47600</i>	<i>79901</i>	
<i>47620</i>	<i>88821</i>	

ENGINES MAKE(S)	TOTAL NUMBER INVOLVED
---------------------------	------------------------------

FAA FORM-506 FILED WITH	ENGINE MAKE	SERIAL NO.
-------------------------	-------------	------------

PROPELLERS MAKE(S)	TOTAL NUMBER INVOLVED
------------------------------	------------------------------

FAA FORM-506 FILED WITH	PROPELLER MAKE	SERIAL NO.
-------------------------	----------------	------------

SPARE PARTS - LOCATIONS LOCATION	TOTAL NUMBER INVOLVED
--	------------------------------

FOR RECORDED DOCUMENT SEE (Check one)

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

RD



FEDERAL AVIATION AGENCY
CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N- 79901

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

SEE RECORDED
CONVEYANCE
NUMBER 935107

TYPE OF CONVEYANCE

Chattel mortgage

DATE EXECUTED

March 1, 1966

FROM

Alaska Coastal - Ellis Airline

DOCUMENT NO.

TO 6649

TO OR ASSIGNED TO

The B. M. Behrends Bank

DATE RECORDED

March 14, 1966

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)

TOTAL NUMBER INVOLVED:

- N 48550*
- N 79901*
- N 74588*
- N 28369*
- N 5584V*
- N 196N*

ENGINES

TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991
FILED WITH

ENGINE
MAKE

SERIAL
NO.

PROPELLERS

TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991
FILED WITH

PROPELLER
MAKE

SERIAL
NO.

SPARE PARTS - LOCATIONS

TOTAL NUMBER INVOLVED:

FORM FAA-1991
FILED WITH

LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

AIRCRAFT FOLDER N- *48550*

ENGINE MAKE AND SERIAL NO. LISTED ABOVE

LOCATION LISTED ABOVE

PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

CONFIDENTIAL

SECRET



36 OCT 9 1962

FEDERAL AVIATION AGENCY APPLICATION FOR REGISTRATION

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form) Alaska Coastal-Ellis Airlines 2 Marine Way Juneau, Alaska	REGISTRATION MARKS N - 79901 AIRCRAFT MAKE AND MODEL GRUMMAN G-21A
CHECK WHETHER OWNERSHIP IS <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CO-OWNERSHIP <input type="checkbox"/> INDIVIDUAL OWNER	SERIAL NO. B-63

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

SIGNATURE OF
APPLICANT (IN INK)

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

10/1/62

DATE OF APPLICATION

Vice President - Admn. & Finance

TITLE

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

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

38

36 OCT 11 1962

RO

OKLAHOMA CITY, OKLA.

OCT 4 2 49 PM '62

AIRMAIL 400 AIRMEN
RECORDS BRANCH
FBI

all
info

FEDERAL AVIATION AGENCY
BILL OF SALE

34 OCT 8 1962
 604380

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

AIRCRAFT MAKE AND MODEL	
GRUMMAN G-21A	
SERIAL NO.	REGISTRATION MARKS
B-63	N-79901

RECORDED

does this 1st day of October 1962 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

OCT 9 2 01 PM '62

FEDERAL AVIATION AGENCY

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

[Illegible text]

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

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

In testimony whereof I have set my hand and seal this 1st day of October 1962

NAME OF SELLER Ellis Air Lines ✓

BY (SIGN IN INK) [Signature]
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT

State of Alaska

1st Judicial Division

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

On this 1st day of October 1962 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, in and who executed the foregoing bill of sale, and that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

My Commission Expires Nov. 27, 1965

[Signature]

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

FORWARD THIS COPY TO WASHINGTON— Retain Duplicate Copy.

UIC

080000

RO

RECEIVED

NOV 1 1962

10-1

10-1

OKLAHOMA CITY, OKLA.

OCT 4 2 49 PM '62

RECEIVED BRANCH
FBI

2E

P 20510

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

DOC. RECORDED

RELEASE

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:

Dec 13 1 45 PM '65

AIRCRAFT MAKE Grumman G 21 A		FEDERAL AVIATION AGENCY
AIRCRAFT SERIAL NUMBER B63	FAA REGISTRATION NUMBER N 79901	

The mortgage dated July 28, 1958, was executed by Ellis Air Lines, (Mortgagor), to Miners & Merchants Bank, (Mortgagee), and assigned to _____.

This mortgage was recorded by the Federal Aviation Agency on December 29, 1959, and was assigned document number A102492.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on November 5, 1965.
National Bank of Alaska, Ketchikan Branch
Formerly Miners and Merchants Bank

Name of Mortgagee or Assignee

Signature (In ink) John Beckie W
Title Vice President

ACKNOWLEDGMENT

State of Alaska on this 5 day of November 19 65
County of _____ before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Edward B. Remmer
Notary public (In ink)

My commission expires 10/27/68

43 NOV 15 1965

MICRO

FEDERAL AVIATION AGENCY

Washington 25, D. C.

December 29, 1959

Miners & Merchants Bank

Ketchikan, Alaska

Gentlemen:

MORTGAGOR: Ellis Air Lines

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

This mortgage dated July 28, 1958 was recorded on December 29, 1959 as document number A102492, against aircraft registration number(s) N79901.

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

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

There is no fee for the recording of a release.

Sincerely yours,



Robert E. Forbes
Chief, Aircraft and Airman
Records Branch

cc: Ellis Air Lines

OKLAHOMA CITY, OKLA.
NOV 15 11 09 AM '59
FEDERAL AVIATION
AGENCY--AIRCRAFT
REGISTRATION BRANCH

CHATTEL MORTGAGE OF CIVIL AIRCRAFT OF THE UNITED STATES

(WASHINGTON FORM)

No.

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

DAC RECORDED

DEC 29 1 19 PM '59

FEDERAL AVIATION AGENCY

Manufacturer of Aircraft: Type Cessna 21 Model of Aircraft: (Year)
Manufacturer's Aircraft Serial Number: 5107 Manufacturer of Engine:
Model of Engine: Engine Serial Number:
Aircraft Registration Certificate No. NC: N7101 Aircraft Airworthiness Certificate No.:

SEE RECORDED DOCUMENT NO. P 20570

now and to be permanently located at ... in the City of Ketchikan, County of Terr. of Alaska, State of Alaska

together with all equipment and accessories now or hereafter placed thereon, all of which are included in the term "aircraft" as used herein, to secure the payment, in lawful money of the United States, of the sum of One Thousand Dollars (\$1000.00), with interest, according to terms of promissory note of even date herewith made, executed and delivered by Mortgagor to Mortgagee, the final maturity date of which note is the 1st day of October, 1959, unless said final maturity date is accelerated in accordance with the terms of said note and this mortgage.

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

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

- 1. To pay the indebtedness secured hereby as and when the same shall become due in strict accordance with the terms and conditions of said note, all renewals and extensions thereof, and this mortgage.
2. To pay immediately, as and when the same shall become due, all taxes, liens or other charges levied or imposed upon said aircraft, and upon request of Mortgagee, to furnish Mortgagee evidence of payment thereof.
3. To keep said aircraft insured for the full insurable value thereof against such risks, in such form and with such insurance company or companies as may be acceptable to Mortgagee (covering both Mortgagee and Mortgagor) with loss under each policy payable first to Mortgagee up to amount of obligation secured, balance, if any, to Mortgagor; to deliver all policies and renewals to Mortgagee; to pay in advance all premiums and costs of said insurance and exhibit to Mortgagee evidence of payment.
4. To at all times keep said aircraft airworthy, in good flying order and repair, and from time to time to make all needful and proper repairs, renewals, replacements, additions and improvements thereto.
5. To at all times fully comply with all statutes, ordinances, rules and regulations, whether federal, state or municipal, having application to said aircraft or Mortgagor's use of the same.
6. That should Mortgagor fail: (a) to pay any taxes, liens or other charges levied or imposed on said aircraft; or (b) to provide the insurance called for hereinabove or pay the premiums thereon; then Mortgagee, without waiving any right or remedy given in this mortgage for any such breach, may at its option (but is not required) make any such payment, provide any such insurance, and pay any such premium, all for the account and benefit of Mortgagor, and all such expenditures shall be secured by this mortgage, immediately repaid by Mortgagor, and will draw interest at the highest rate allowed by law from the date or dates of advancement.
7. That Mortgagor: (a) is over the age of 21 years; (b) is and will remain a citizen of the United States; and (c) is the sole owner of the aircraft described in this mortgage.
8. That this mortgage is and will remain a first, prior, and the sole lien or encumbrance upon said aircraft; that Mortgagor has good and lawful authority to mortgage said aircraft as provided in and by this mortgage; that Mortgagor will forever warrant the title to said aircraft against the claims and demands of all persons whomsoever and will provide Mortgagee promptly upon demand with all of the documents, proofs and instruments governing title to said property which Mortgagee may request.
9. That Mortgagor will neither use nor permit said aircraft to be used for any unlawful purpose, nor will he use or permit (directly or indirectly) the use of said aircraft for hire or for public transportation, nor rent out said aircraft.
10. That Mortgagor will not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of, or encumber said aircraft or any part thereof, or remove said aircraft or permit the same to be removed from the county where said aircraft is permanently located, as set forth in this mortgage, for any period in excess of 10 days, without the written consent of Mortgagee first obtained.
11. That Mortgagor will house said aircraft in a suitable shelter, will not abandon it, and will exhibit it to Mortgagee on demand.
12. That if, from any cause, there shall be a substantial decrease in the value of said aircraft, Mortgagor will furnish such further security as may be required by Mortgagee in order to offset the said decrease in value.

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

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

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

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

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

No waiver by Mortgagee of any breach or default of or by Mortgagor, whether under the terms of aforesaid note or of this mortgage, shall constitute a waiver of any breach or default thereafter occurring.

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

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

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

EXECUTED this 28 day of July, 1958.

INDIVIDUAL MORTGAGORS SIGN BELOW

Address Address
Address Address
Address Address

CORPORATE MORTGAGOR SIGN BELOW

(Affix Corporate Seal)
By: Ellis Air Lines President
Address: 1287 Tongass Avenue Ketchikan, Alaska

NOTARIAL ACKNOWLEDGMENT (INDIVIDUAL)

STATE OF WASHINGTON } ss.
County of
On this day personally appeared before me
to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal this day of , 19 .
Notary Public in and for the State of Washington, residing at

AFFIDAVIT OF GOOD FAITH (INDIVIDUAL)

STATE OF WASHINGTON } ss.
County of
Each of the undersigned, being first duly sworn, on oath deposes and says: that he is one of the mortgagors within named, and that this mortgage is made in good faith, and without any design to hinder, delay or defraud creditors.
(Notarial Seal) Notary Public in and for the State of Washington, residing at

NOTARIAL ACKNOWLEDGMENT (CORPORATE)

United States of America
STATE OF WASHINGTON } ss.
Territory of Alaska
County of
On this 28 day of July, 1958, before me personally appeared R. E. Ellis and N. F. Gorde to me known to be the President and Secretary of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
(Notarial Seal) Notary Public in and for the State of Alaska, Washington, residing at Ketchikan

AFFIDAVIT OF GOOD FAITH (CORPORATE)

United States of America
STATE OF WASHINGTON } ss.
Territory of Alaska
County of
The undersigned and each of them, being first duly sworn, on oath depose and say that they are respectively the Pres. of Mortgagee and President of the corporate mortgagor above named, that they are duly authorized to make and do make this affidavit for and on behalf of said corporate mortgagor, and that this mortgage is made in good faith and without any design to hinder, delay or defraud creditors.
Subscribed and sworn to before me this 28 day of July, 1958.
(Notarial Seal) Notary Public in and for the State of Alaska, Washington, residing at Ketchikan
Commission expires: Jan 9, 1959

AIRCRAFT AND AIRCRAFT RECORDS BRANCH FAA

DEC 11 4 26 PM '58 WASHINGTON

This certifies that the within instrument was recorded on the 28 day of July 1958 at 2:30 o'clock P. M. in 3 of the record of said office at Ketchikan, Alaska. Recorder

and

Mortgagee

My commission expires Jan 9, 1959

My commission expires Jan 9, 1959

FORM ACA-171
(5-28-46)

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

DOCUMENT NO.,
None

DATE RECORDED

CERTIFICATION AND RECORDATION WORK SHEET

DESCRIPTION OF CONVEYANCE

KIND

B/S to establish chain of Title

PORTION CONVEYED

FROM:

U.S. Navy

TO:

Ellis Air Lines

ASSIGNED TO:

CAA NO.

79901

CONVEYANCE ALSO INCLUDES THE FOLLOWING AIRCRAFT:

79914

79901

Original Doc. filed in ~~79901~~ 79914

RECEIPT SENT:

NO

NO

FORM ACA-500.1
(5-47)

N/A

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

PART A

1. NATIONALITY AND REGIS-
TRATION MARKS

N
79901

2. MAKE OF AIRCRAFT

Crumman

3. AIRCRAFT SERIAL NUMBER

B 63

4
Ellis Air Lines

NAME OF OWNER

5
1277 Tongass

ADDRESS OF OWNER

NUMBER

STREET

Ketchikan, Alaska

CITY

ZONE

STATE

6. IT IS HEREBY CERTIFIED THAT THE ABOVE-DESCRIBED AIRCRAFT HAS BEEN DULY ENTERED ON THE REGISTER OF THE CIVIL AERONAUTICS ADMINISTRATION, DEPARTMENT OF COMMERCE, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE CONVENTION ON INTERNATIONAL CIVIL AVIATION DATED 7TH DECEMBER 1944, AND WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED.

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

DATE OF ISSUE:

October 15, 1943

BY DIRECTION OF THE ADMINISTRATOR:

DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE 9-9-3
code code

RO

FORM ACA-500
(10-23-46)

PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

1. REGISTRATION
NO.

79001

NAME

Ellis Jr. James

4. AIRCRAFT

MAKE

Cessna
C 21 A

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

Box 1277
Bethel, Alaska

SERIAL NO.

2 63

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 15 1948; 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)

James B. Ellis

SIGNATURE OF APPLICANT

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

FORWARD TO WASHINGTON

RO

PART B - APPLICATION FOR REGISTRATION

Items 1 to 4 inclusive - Except for change in sequence, information given these items will be identical to that given in items 1 to 5 inclusive 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.



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.)

APR 25 10 32 AM '48
CIVIL AERONAUTICS ADM.
DEPT OF COMMERCE

APR 29 4 08 PM '48

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