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

UNITED STATES REGISTRATION NUMBER	N 2763A
AIRCRAFT MANUFACTURER AND MODEL	CONSOLIDATED VULTEE, 28-5ACF
AIRCRAFT SERIAL NUMBER	21232

TYPE OF REGISTRATION (Check one box.)

- [x] 1. Individual
- [ ] 2. Partnership
- [ ] 3. Corporation
- [ ] 4. Co-Owner
- [ ] 5. Government
- [ ] 7. Limited Liability Company (LLC)
- [ ] 8. Non-Citizen Corporation
- [ ] 9. Non-Citizen Corporation Co-Owner

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

NICHOLS CHARLES F TRUSTEE OF THE NICHOLS
FAMILY TRUST DATED MAY 19, 1966

TELEPHONE NUMBER: (626) 960.4802

MAILING ADDRESS (Permanent mailing address for first applicant on list.)

NUMBER AND STREET: 13470 Dalewood St.

RURAL ROUTE: _____ P.O. BOX _____

CITY: Baldwin Park STATE: CA ZIP: 91706

PHYSICAL ADDRESS/LOCATION IF P.O. BOX OR RURAL ROUTE BOX USED FOR MAILING ADDRESS

NUMBER AND STREET: _____

DESCRIPTION OF LOCATION: _____

CITY: _____ STATE: _____ ZIP: _____

[ ] *CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS*

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant who is: (MUST CHECK AND/OR COMPLETE a, b, c, or d)

- [x] a. A citizen of the United States as defined by 49 USC 40101(15);
- [ ] b. A resident alien with alien registration (Form 1-551) No. _____
- [ ] c. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at (provide complete physical address): _____
- [ ] d. A corporation using a voting trust to qualify. Enter name of trustee _____

(2) If box c or d above is checked, I, the below signed, certify that I am authorized, by the applicant shown above, to sign corporate documents and to seek aircraft registration on behalf of the entity and that I will provide the same authorization if requested;

(3) That the aircraft is not registered under the laws of any foreign country; and

(4) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

ANY AND ALL SIGNATORIES OF THIS APPLICATION MUST READ THE FOLLOWING AND UNDERSTAND THAT, BY APPLYING A SIGNATURE TO THIS DOCUMENT, THEY ARE SUBJECT TO THE REFERENCED STATUTES AND ASSOCIATED PENALTIES.

I hereby certify that the information provided herein and in any attachments to the application for aircraft registration is true, accurate and correct to the best of my knowledge and belief. I understand that the information provided by me will be relied on by the FAA administrator in his/her determination of qualification for aircraft registration. I understand that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up (by any trick, scheme or device) a material fact or who makes any false, misleading or fraudulent statements or representations or entry, may be fined up to $250,000 or imprisoned not more than five (5) years or both (18 U.S.C. Sections 1001 and 3571). I understand that, should I intentionally provide any inaccurate or false information, registration of the subject aircraft may be revoked.

NOTE: If executed for co-ownership, all applicants must sign. Use next page and add page(s) if necessary.

1	SIGNATURE: E-SIGNED by CHARLES F. NICHOLS id.9f7b915f-e7fa-4d59-96cb-e7359cc50c80	DATE: ~~8.23.2018~~ 11.2.2018
	TYPED/PRINTED NAME: Charles F. Nichols	TITLE: Sole Trustee
2	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:

NOTE: Except when the most recent registration of the subject aircraft is expired or cancelled, 14 CFR 47.31(c) provides for an airworthy U.S. aircraft to be operated for up to 90 days within the United States when a copy of the signed application for its registration is carried in the aircraft while awaiting issuance and receipt of the new registration certificate.

183061038092
$5.00 11/02/2018

AC Form 8050-1 (08/18)

OMB Control Number 2120-0729
Expires 05/31/15

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION RENEWAL APPLICATION

FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)

AIRCRAFT REGISTRATION NUMBER	SERIAL NUMBER
N 2763A	21232
MANUFACTURER	**MODEL**
CONSOLIDATED VULTEE	28-5ACF

DATE OF ISSUANCE	DATE OF EXPIRATION	TYPE OF REGISTRATION
		Co-Owned

ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE

(Owner 1) NICHOLS CHARLES F TRUSTEE

(Owner 2) NICHOLS JUDITH A TRUSTEE

Note: Enter any additional owner names on page two.

(Address) 13470 DALEWOOD ST

(Address)

City BALDWIN PARK State CA Zip 91706-5834

Country

Physical Address: Required when mailing address is a P.O. Box or mail drop.

(Address)

(Address)

City State Zip

Country

TO RENEW REGISTRATION: REVIEW aircraft registration information, SELECT the appropriate statement, ENTER any change in address in the spaces below, SIGN, DATE, & SEND form with the $5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937

☑ **I (WE) CERTIFY,** THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.

☐ UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. **I (WE) CERTIFY** THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.

NEW MAILING ADDRESS

NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop.

HELPFUL INFORMATION

Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry.

Assistance may be obtained
at our web page: http://registry.faa.gov/renewregistration,
by e-mail at: faa.aircraft.registry@faa.gov, or
by telephone at:: (866) 762 - 9434 (toll free), or (405) 954 - 3116

When mailing fees, please use a check or money order made payable to the Federal Aviation Administration.

Signature and Title Requirements for Common Registration Types:

- Individual — owner must sign, title would be "owner".
- Partnership — general partner signs showing "general partner" as title.
- Corporation — corporate officer or manager signs, showing full title.
- Limited Liability Co — authorized member, manager, or officer identified in the LLC organization document signs, showing full title.
- Co-owner — each co-owner must sign; showing "co-owner" as title.
- Government — authorized person must sign and show their full title.

Note: All signatures must be in ink, or other permanent media.

To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.

TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT:

CHECK All applicable block(s) below, COMPLETE, SIGN, DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937

☐ **CANCELLATION OF REGISTRATION IS REQUESTED.**

☐ **THE AIRCRAFT WAS SOLD TO:** (Show purchaser's name and address.)

☐ **THE AIRCRAFT IS DESTROYED OR SCRAPPED.**

☐ **THE AIRCRAFT WAS EXPORTED TO:**

☐ **OTHER, Specify**

☐ **PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS.** The $10 reservation fee is enclosed.

SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Charles F Nichols	Charles F. Nichols	Co-Owner / Co-Trustee	08-12-2015
SIGNATURE OF OWNER 2	**PRINTED NAME OF SIGNER**	**TITLE**	**DATE**
Judith A Nichols	Judith A. Nichols	Co-Owner / Co-Trustee	08-12-2015

Use page 2 for additional signatures.

152441347131
$5.00 09/01/2015

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2015 SEP 1 PM 1 34

OKLAHOMA CITY
OKLAHOMA

PRINT PAGE 1

PRIVACY ACT STATEMENT

OMB Control Number 2120-0729
Expires 2/29/2012

Accepted SS Feb/04/2013

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain aircraft re-registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that any agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. **Form Approved, OMB No. 2120-0729**
"Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Avenue SW, Washington, DC 20591. ATTN: Information Collection Clearance Officer, AES-200"

DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION

AIRCRAFT RE-REGISTRATION APPLICATION

FAILURE TO RE-REGISTER WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)

AIRCRAFT REGISTRATION NUMBER	SERIAL NUMBER
N 2763A	21232
MANUFACTURER	**MODEL**
CONSOLIDATED VULTEE	28-5ACF

DATE OF ISSUANCE	DATE OF EXPIRATION	TYPE OF REGISTRATION
		Co-Owned

NAME AND MAILING ADDRESS OF REGISTERED OWNER
(If individual, give last name, first name and middle initial)

(Owner 1) NICHOLS CHARLES F TRUSTEE

(Owner 2) NICHOLS JUDITH A TRUSTEE

Note: Enter any additional owner names on page two of this document.

(Address) 13470 DALEWOOD ST

(Address)

City BALDWIN PARK State CA Zip 91706-5834

Country UNITED STATES

PHYSICAL ADDRESS (REQUIRED WHEN MAILING ADDRESS IS A P.O. BOX OR MAIL DROP)

(Address)

(Address)

City State Zip

Country

INFORMATION FOR COMPLETION

Additional information may be obtained at our web page **http://registry.faa.gov/renewregistration** or by phone at 866-762-9434.

Aircraft Registration Information may be reviewed at : **http://registry.faa.gov/aircraftinquiry**

Please pay fees with a check or money order payable to the Federal Aviation Administration.

Signature Requirements for Listed Registration Types:

- Individual — owner must sign.
- Partnership — a general partner must sign.
- Corporation — a corporate officer or managing official must sign.
- Limited Liability Co. — a member, manager, or officer who is authorized to manage the LLC must sign.
- Co-owner — each co-owner must sign, continuing as necessary, on page number two.
- Government — any authorized person may sign.

Note: All signatures must be in ink.

TO RE-REGISTER AIRCRAFT: REVIEW REGISTRATION INFORMATION, ENTER CORRECTIONS IN BLANKS PROVIDED, CHECK APPLICABLE BLOCK BELOW, SIGN, DATE, & MAIL WITH THE $5 FEE, To: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504.

[X] I (WE) CERTIFY THE: NAME(S) AND MAILING ADDRESS SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.

[ ] UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.

MAILING ADDRESS

PHYSICAL ADDRESS: COMPLETE IF PHYSICAL ADDRESS HAS CHANGED, OR NEW MAILING ADDRESS IS A PO BOX OR MAIL DROP.

TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: THE LAST REGISTERED OWNER MUST: MARK THE APPLICABLE BLOCK(S), COMPLETE, SIGN, DATE & Mail with any fees to: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504.

CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW,

[ ] **1. THE AIRCRAFT WAS SOLD TO:**
(Show purchaser's name and address)

[ ] **2. THE AIRCRAFT IS DESTROYED OR SCRAPPED.**

[ ] **3. THE AIRCRAFT WAS EXPORTED TO:**

[ ] **4. OTHER, Specify**

[ ] **UPON CANCELLATION, PLEASE RESERVE THE N-NUMBER IN OWNERS' NAME.** The $10 check or money order for the N-number reservation fee is enclosed.

SIGNATURE OF OWNER 1	PRINTED NAME OF SIGNER	TITLE	DATE
Charles F. Nichols	Charles F. Nichols	Co-Trustee	01/15/2013
SIGNATURE OF OWNER 2	**PRINTED NAME OF SIGNER**	**TITLE**	**DATE**
Judith A. Nichols	Judith A. Nichols	Co-Trustee	01/15/2013

130231522373
$5.00 01/23/2013

AC Form 8050-1A (10/10)

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2013 JAN 23 PM 3 19

OKLAHOMA CITY
OKLAHOMA

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

H H 0 4 0 7 9 6

THIS FORM SERVES TWO PURPOSES
PART I acknowledge the recording of a security conveyance covering the collateral shown.
PART II is a suggested form of release which may be used to release the collateral from the terms of the conveyance.

CONVEYANCE RECORDED

2005 DEC 5 PM 1 22

FEDERAL AVIATION ADMINISTRATION

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

P & L General Contractors, Inc.
Krieg Construction, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Whidbey Island Bank
Oak Harbor Office
450 SW Bayshore Dr.
P.O. Box 1589
Oak Harbor, WA 98277

SEE RECORDED CONVEYANCE
NUMBER R060608
DOC ID C300 PAGE 1

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N2763A	21232	Consolidated Vultee 28-5ACF

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)
PROPELLER MFR. And MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 8-20-02 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 9-16-02 AS CONVEYANCE NUMBER R060608 .

PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Registry when terms of the conveyance have been satisfied. See below for additional information.)

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT IT 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.

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

DATE OF RELEASE: 8-9-05

Whidbey Island Bank
(Name of security holder)

SIGNATURE (in ink) Michael F Hall

TITLE Vice President / Commercial Loan Officer

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

ACKNOWLEDGEMENT
(If Required By Applicable Local Law):

AC Form 8050-41 (7-83) (0052-00-543-9001)

FILED WITH FAA
AIRCRAFT REGISTRATION BR

'05 NOV 14 PM 2 44

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB No. 2120-0042

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 2763A

AIRCRAFT MANUFACTURER & MODEL
Consolidated Vultee 28-5ACF

AIRCRAFT SERIAL No.
21232

DEC 5 2005
FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

☒ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☒ 4. Co-owner ☐ 5. Gov't. ☐ 8. Non-Citizen Corporation

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

Charles F. Nichols and Judith A. Nichols
Trustees, The Nichols Family Trust
Restated Jan 1991

TELEPHONE NUMBER: (626) 960-4802

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 13470 Dalewood Street

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Baldwin Park	CA	91706

☐ **CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS**

ATTENTION! Read the following statement before signing this application. This portion MUST be completed.

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: _____), or:

CHECK ONE AS APPROPRIATE:

a. ☐ A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____

b. ☐ A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or 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	DATE
X Charles F Nichols	Trustee Charles F. Nichols	9-28-05
X Judith A Nichols	Trustee Judith A. Nichols	9-28-05
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.

AC Form 8050-1 (12/90) (0052-00-628-9007) Supersedes Previous Edition

FILED WITH FAA
AIRCRAFT REGISTRATION BR

'05 NOV 14 PM 2 44

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

HH040795

AIRCRAFT BILL OF SALE

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

CONVEYANCE RECORDED

UNITED STATES REGISTRATION NUMBER N 2763A

AIRCRAFT MANUFACTURER & MODEL Consolidated Vultee 28-5ACF

AIRCRAFT SERIAL No. 21232

2005 DEC 5 PM 1 22

DOES THIS 28th DAY OF Sept 20 05 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

PURCHASER

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

Charles F. Nichols and Judith A. Nichols
Trustees, The Nichols Family Trust
Restated Jan 1991
13470 Dalewood Street
Baldwin Park, CA 91706

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 20

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Star Investment Group Inc.		President
By Sal Desimone	X	

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

053181524464 11/14/2005 $5.00

ORIGINAL: TO FAA

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

FILED WITH FAA
AIRCRAFT REGISTRATION BR

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OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0042

AIRCRAFT BILL OF SALE

H H 0 4 0 7 9 4

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 2763A

AIRCRAFT MANUFACTURER & MODEL Consolidated Vultee 28-5ACF

AIRCRAFT SERIAL No. 21232

CONVEYANCE RECORDED

2005 DEC 5 PM 1 22

FEDERAL AVIATION ADMINISTRATION

DOES THIS 4 DAY OF August 2005 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.)

Star investment group Inc.
11278 Los Alamitos bl #103

Los Alamitos Ca,90720

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 20

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
P@L General Contractors Inc.		PRES.
Krieg Construction Inc.	Karl Krieg	Pres.

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

ORIGINAL: TO FAA

FILED WITH FAA
AIRCRAFT REGISTRATION BR

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OKLAHOMA CITY
OKLAHOMA

0 0 0 0 0 0 0 2 1 2 1

R060608

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
FAA AIRCRAFT REGISTRY
P.O. Box 25504
Oklahoma City, Oklahoma 73125

AIRCRAFT SECURITY AGREEMENT

CONVEYANCE RECORDED

2002 SEP 16 PM 4 23

FEDERAL AVIATION ADMINISTRATION

NAME & ADDRESS OF DEBTOR/BORROWER:

P & L GENERAL CONTRACTORS, INC.
KRIEG CONSTRUCTION, INC.
3078 GOLDIE RD STE C
OAK HARBOR, WA 98277-2702

NAME & ADDRESS OF SECURED PARTY/ASSIGNEE/LENDER:

Whidbey Island Bank
Oak Harbor Office
450 SW Bayshore Dr.
P.O. Box 1589
Oak Harbor, WA 98277

~~**NAME OF SECURED PARTY'S ASSIGNOR/GRANTOR:**~~

~~**P & L GENERAL CONTRACTORS, INC.**~~
~~**3078 GOLDIE RD STE C**~~
~~**OAK HARBOR, WA 98277-2702**~~

ABOVE SPACE FOR FAA USE ONLY

THIS AIRCRAFT SECURITY AGREEMENT dated August 20, 2002, is made and executed among ~~P & L GENERAL CONTRACTORS, INC. ("Grantor")~~, P & L GENERAL CONTRACTORS, INC.; and KRIEG CONSTRUCTION, INC. ("Borrower"); and Whidbey Island Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a continuing security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL. The word "Collateral" means the following:

(A) The Aircraft

(B) The engines and all avionics, including without limitation the following specifically described engines or avionics or both: .

(C) All log books, manuals, flight records, maintenance records, inspection reports, airworthiness certificates, and other historical records or information relating to the Aircraft, including without limitation the following: .

(D) All attachments, accessions, parts, and additions to and all replacements of and substitutions for any property described above.

(E) All rents, accounts, chattel paper, general intangibles, and monies, arising out of or related to use, rental, sale, lease, or other disposition of any of the property described in this Collateral section.

(F) All proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in this Collateral section.

The word "Aircraft" means the following described aircraft:

CONSOLIDATED VULTEE 28-5ACF with an FAA Registration Number of N2763A (Serial Number 21232)

The **manufacturer's serial number for the Aircraft is 21232**, and its **FAA Registration Number is N2763A**. The word "Aircraft" also means and includes without limitation, (1) the Airframe, (2) the Engines, and (3) any propellers.

The word "Airframe" means the Aircraft's airframe, together with any and all parts, appliances, components, instruments, accessories, accessions, attachments, equipment, or avionics (including, without limitation, radio, radar, navigation systems, or other electronic equipment) installed in, appurtenant to, or delivered with or in respect of such airframe.

The word "Engines" means any engines described above together with any other aircraft engines which either now or in the future are installed on, appurtenant to, or delivered with or in respect of the Airframe, together with any and all parts, appliances, components, accessories, accessions, attachments or equipment installed on, appurtenant to, or delivered with or in respect of such engines. The word "Engines" shall also refer to any replacement aircraft engine which, under this Agreement, is required or permitted to be installed upon the Airframe.

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BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Borrower or Grantor, or any other party to the Indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the consent of Grantor: (A) grant any extension of time for any payment, (B) grant any renewal, (C) permit any modification of payment terms or other terms, or (D) exchange or release any Collateral or other security. No such act or failure to act shall affect Lender's rights

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against Grantor or the Collateral.

DURATION. This Agreement shall remain in full force and effect until such time as the Indebtedness secured hereby, including principal, interest, costs, expenses, attorneys' fees and other fees and charges, shall have been paid in full, together with all additional sums that Lender may pay or advance on Grantor's behalf and interest thereon as provided in this Agreement.

REPRESENTATIONS AND WARRANTIES CONCERNING COLLATERAL. Grantor represents, warrants and covenants to Lender at all times while this Agreement is in effect as follows:

Title. Grantor warrants that Grantor is the lawful owner of the Collateral and holds good and marketable title to the Collateral, free and clear of all Encumbrances except the lien of this Agreement. Grantor is, or concurrent with the completion of the transactions contemplated by this Agreement will be, the registered owner of the Aircraft pursuant to a proper registration under the Federal Aviation Act of 1958, as amended, and Grantor qualifies in all respects as a citizen of the United States as defined in the Act. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons. The Collateral is not and will not be registered under the laws of any foreign country, and Grantor is and will remain a citizen of the United States as defined in the Federal Aviation Act of 1958, as amended.

Authority; Binding Effect. Grantor has the full right, power and authority to enter into this Agreement and to grant a security interest in the Collateral to Lender. This Agreement is binding upon Grantor as well as Grantor's successors and assigns, and is legally enforceable in accordance with its terms. The foregoing representations and warranties, and all other representations and warranties contained in this Agreement are and shall be continuing in nature and shall remain in full force and effect until such time as this Agreement is terminated or cancelled as provided herein.

Aircraft and Log Books. Grantor will keep accurate and complete logs, manuals, books, and records relating to the Collateral, and will provide Lender with copies of such reports and information relating to the Collateral as Lender may reasonably require from time to time.

Perfection of Security Interest. Grantor agrees to execute financing statements and to take whatever other actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper if not delivered to Lender for possession by Lender. In particular, Grantor will perform, or will cause to be performed, upon Lender's request, each and all of the following:

(1) Record, register and file this Agreement, together with such notices, financing statements or other documents or instruments as Lender may request from time to time to carry out fully the intent of this Agreement, with the FAA in Oklahoma City, Oklahoma, United States of America and other governmental agencies, either concurrent with the delivery and acceptance of the Collateral or promptly after the execution and delivery of this Agreement.

(2) Furnish to Lender evidence of every such recording, registering, and filing.

(3) Execute and deliver or perform any and all acts and things which may be reasonably requested by Lender with respect to complying with or remaining subject to the Geneva Convention, the laws and regulations of the FAA, and the laws and regulation of any of the various states or countries in which the Collateral is or may fly over, operate in, or become located in.

Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interests granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice

Removal of the Collateral. Except for routine use, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Inspection of Collateral. At any reasonable time, on demand by Lender, Grantor shall cause the Collateral (including the logs, books, manuals, and records comprising the Collateral) to be exhibited to Lender (or persons designated by Lender) for purposes of inspection and copying.

Maintenance, Repairs, Inspections, and Licenses. Grantor, at its expense, shall do, or cause to be done, in a timely manner with respect to the Collateral each and all of the following:

(1) Grantor shall maintain and keep the Collateral in as good condition and repair as it is on the date of this Agreement, ordinary wear and tear excepted.

(2) Grantor shall maintain and keep the Aircraft in good order and repair and in airworthy condition in accordance with the requirements of each of the manufacturers' manuals and mandatory service bulletins and each of the manufacturers' non-mandatory service bulletins which relate to airworthiness.

(3) Grantor shall replace in or on the Airframe, any and all Engines, parts, appliances, instruments or accessories which may be worn out, lost, destroyed or otherwise rendered unfit for use.

(4) Grantor shall cause to be performed, on all parts of the Aircraft, all applicable mandatory Airworthiness Directives, Federal Aviation Regulations, Special Federal Aviation Regulations, and manufacturers' service bulletins relating to airworthiness, the compliance date of which shall occur while this Agreement is in effect.

(5) Grantor shall be responsible for all required inspections of the Aircraft and licensing or re-licensing of the Aircraft in accordance with all applicable FAA and other governmental requirements. Grantor shall at all times cause the Aircraft to have on board and in a conspicuous location a current Certificate of Airworthiness issued by the FAA.

(6) All inspections, maintenance, modifications, repairs, and overhauls of the Aircraft (including those performed on the Airframe, the Engines or any components, appliances, accessories, instruments, or equipment) shall be performed by personnel authorized by the FAA to perform such services.

(7) If any Engine, component, appliance, accessory, instrument, equipment or part of the Aircraft shall reach such a condition as to require overhaul, repair or replacement, for any cause whatever, in order to comply with the standards for maintenance and other provisions set forth in this Agreement, Grantor may:

(a) Install on or in the Aircraft such items of substantially the same type in temporary replacement of those then installed on the Aircraft, pending overhaul or repair of the unsatisfactory item; provided, however, that such replacement items must be in such a condition as to be permissible for use upon the Aircraft in accordance with the standards for maintenance and other provisions set forth in this Agreement; provided further, however, that Grantor at all times must retain unencumbered title to any and all items temporarily removed; or

(b) Install on or in the Aircraft such items of substantially the same type and value in permanent replacement of those then installed on the Aircraft; provided, however, that such replacement items must be in such condition as to be permissible for use upon the Aircraft in accordance with the standards for maintenance and other provisions set forth in this Agreement; provided further, however, that Grantor must first comply with each of the requirements below.

(8) In the event Grantor shall be required or permitted to install upon the Airframe or any Engine, components, appliances, accessories, instruments, engines, equipment or parts in permanent replacement of those then installed on the Airframe or such Engine, Grantor may do so provided that, in addition to any other requirements of this Agreement:

(a) Lender is not divested of its security interest in and lien upon any item removed from the Aircraft and that no such removed item shall be or become subject to the lien or claim of any person, unless and until such item is replaced by an item of the type and condition required by this Agreement, title to which, upon its being installed or attached to the Airframe, is validly vested in Grantor, free and clear of all liens and claims, of every kind or nature, of all persons other than Lender;

(b) Grantor's title to every substituted item shall immediately be and become subject to the security interests and liens of Lender and each of the provisions of this Agreement, and each such item shall remain so encumbered and so subject unless it is, in turn, replaced by a substitute item in the manner permitted in this Agreement; and

(c) If an item is removed from the Aircraft and replaced in accordance with the requirements of this Agreement, and if the substituted item satisfies the requirements of this Agreement, including the terms and conditions above, then the item which is removed shall thereupon be free and clear of the security interests and liens of Lender.

(9) In the event that any Engine, component, appliance, accessory, instrument, equipment or part is installed upon the Airframe, and is not in substitution for or in replacement of an existing item, such additional item shall be considered as an accession to the Airframe.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon the note, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances and regulations of the FAA and all other governmental authorities applicable to the use, operation, maintenance, overhauling or condition of the Collateral. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized. Without limiting the foregoing, Grantor agrees that at no time during the effectiveness of this Agreement shall the Collateral be operated in, located in, or relocated to, any jurisdiction, unless the Geneva Convention, together with its necessary enacting rules and regulations (or some comparable treaty and regulations satisfactory to Lender) shall be in effect in such jurisdiction and any notices, financing statements, documents, or instruments necessary or required, in the opinion of Lender, to be filed in such jurisdiction shall have been filed and file stamped copies thereof shall have been furnished to Lender. Notwithstanding the foregoing, at no time shall the Collateral be operated in or over any area which may expose Lender to any penalty, fine, sanction or other liability, whether civil or criminal, under any applicable law, rule, treaty or convention; nor may the Collateral be used in any manner which is or may be declared to be illegal and which may thereby render the Collateral liable to confiscation, seizure, detention or destruction.

Records Maintenance. Grantor shall maintain records relating to the Aircraft in accordance with FAA rules and regulations and from time to time make such records available for inspection by Lender and its duly authorized agents.

Maintenance of Casualty Insurance. Grantor shall procure and maintain at all times all risks insurance on the Collateral, including without limitation fire, theft, liability and hull insurance, and such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Grantor and Lender as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation and condition of the Aircraft, and further containing a broad form contractual liability endorsement covering Grantor's obligations to indemnify Lender as provided under this Agreement. Such policies of insurance must also contain a provision, in form and substance acceptable to Lender, prohibiting cancellation or the alteration of such insurance without at least ten (10) days prior written notice to Lender of such intended cancellation or alteration. Such insurance policies also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Grantor agrees to provide Lender with originals or certified copies of such policies of insurance. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Indebtedness, Grantor will provide Lender with such lender's loss payable or other endorsements as Lender may require. Grantor shall not use or permit the Collateral to be used in any manner or for any purpose excepted from or contrary to the requirements of any insurance policy or policies required to be carried and maintained under this Agreement or for any purpose excepted or exempted from or contrary to the insurance policies, nor shall Grantor do any other act or permit anything to be done which could reasonably be expected to invalidate or limit any such insurance policy or policies.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral in excess of $1,000, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Lender shall have the right to receive directly the proceeds of any insurance on the Collateral, including accrued proceeds thereon, and to hold the proceeds as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining

that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Prior Encumbrances. To the extent applicable, Grantor shall fully and timely perform any and all of Grantor's obligations under any prior Encumbrances affecting the Collateral. Without limiting the foregoing, Grantor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Grantor shall further promptly notify Lender in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance. Grantor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans or other extensions of credit from any third party creditor or creditors whenever such additional loan advances or other extensions of credit may be directly or indirectly secured, whether by cross-collateralization or otherwise, by the Collateral, or any part or parts thereof, with possible preference and priority over the lien of this Agreement.

Notice of Encumbrances and Events of Default. Grantor shall immediately notify Lender in writing upon the filing of any attachment, lien, judicial process, or claim relating to the Collateral. Grantor additionally agrees to immediately notify Lender in writing upon the occurrence of any Event of Default, or event that with the passage of time, failure to cure, or giving of notice, may result in an Event of Default under any of Grantor's obligations that may be secured by any presently existing or future Encumbrance, or that may result in an Encumbrance affecting the Collateral, or should the Collateral be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Lender.

PROHIBITIONS REGARDING COLLATERAL. Grantor represents, warrants and covenants to Lender while this Agreement remains in effect as follows:

Transactions Involving Collateral. Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender, and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

No Commercial Use. Grantor shall not, without the prior written consent of Lender, use the Collateral, or permit the Collateral to be used, in Commercial Operations.

No Removal of Parts. Except as permitted or required in the section of this Agreement titled "Maintenance, Repairs, Inspections, and Licenses," Grantor shall not remove or permit the removal of any parts, engines, accessories, avionics or equipment from the Aircraft without replacing the same with comparable parts, engines, accessories, avionics and equipment acceptable to Lender and the Aircraft's manufacturer and insurer.

Future Encumbrances. Grantor shall not, without the prior written consent of Lender, grant any Encumbrance that may affect the Collateral, or any part or parts thereof, nor shall Grantor permit or consent to any Encumbrance attaching to or being filed against the Collateral, or any part or parts thereof, in favor of anyone other than Lender. Grantor shall further promptly pay when due all statements and charges of airport authorities, mechanics, laborers, materialmen, suppliers and others incurred in connection with the use, operation, storage, maintenance and repair of the Aircraft so that no Encumbrance may attach to or be filed against the Aircraft or other Collateral. Grantor additionally agrees to obtain, upon request by Lender, and in form and substance as may then be satisfactory to Lender, appropriate waivers and/or subordinations of any Encumbrances that may affect the Collateral at any time.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor shall have the possession and beneficial use of the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Washington Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable, without notice of any kind to Borrower or Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding or pending foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Borrower for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

INDEMNIFICATION OF LENDER. Grantor agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Washington. This Agreement has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Island County, State of Washington.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed

exercise of such powers shall be guaranteed under this Agreement.

Notices. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the United States Code and Regulations thereunder dealing with or involving Aircraft, commercial instruments relating to such Aircraft, and in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Aircraft Security Agreement, as this Aircraft Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Aircraft Security Agreement from time to time.

Borrower. The word "Borrower" means P & L GENERAL CONTRACTORS, INC.; and KRIEG CONSTRUCTION, INC., and all other persons and entities signing the Note in whatever capacity.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Commercial Operations. The words "Commercial Operations" mean the carriage by aircraft in air commerce of persons or property for compensation or hire. Commercial Operations do not include carriage by aircraft in air commerce of Grantor's employees or invitees or Grantor's own property.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Encumbrance. The word "Encumbrance" means any and all presently existing or future mortgages, liens, privileges and other contractual and statutory security interests and rights, of every nature and kind, whether in admiralty, at law, or in equity, that now and/or in the future may affect the Collateral or any part or parts thereof.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

FAA. The word "FAA" means the United States Federal Aviation Administration, or any successor or replacement administration or governmental agency having the same or similar authority and responsibilities.

Geneva Convention. The words "Geneva Convention" mean the Convention on the International Recognition of Rights in Aircraft made at Geneva, Switzerland on June 19, 1948, (effective September 17, 1953), together with the necessary enacting rules and regulations promulgated by any particular signatory country.

Grantor. The word "Grantor" means P & L GENERAL CONTRACTORS, INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Whidbey Island Bank, its successors and assigns.

Note. The word "Note" means the Note executed by P & L GENERAL CONTRACTORS, INC.; and KRIEG CONSTRUCTION, INC. in the principal amount of $250,000.00 dated August 20, 2002, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER AND GRANTOR ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AIRCRAFT SECURITY AGREEMENT AND BORROWER AND GRANTOR AGREE TO ITS TERMS. THIS AIRCRAFT SECURITY AGREEMENT IS DATED AUGUST 20, 2002.

GRANTOR:

P & L GENERAL CONTRACTORS, INC.

By: _____
RONALD WALLIN, President of P & L GENERAL CONTRACTORS, INC.

By: _____
GINA RIGGLES, Secretary of P & L GENERAL CONTRACTORS, INC.

LENDER:

WHIDBEY ISLAND BANK

By: _____
Authorized Signer

BORROWER:

P & L GENERAL CONTRACTORS, INC.

By: _____
RONALD WALLIN, President of P & L GENERAL CONTRACTORS, INC.

By: _____
GINA RIGGLES, Secretary of P & L GENERAL CONTRACTORS, INC.

KRIEG CONSTRUCTION, INC.

By: _____
KARL C KRIEG III, President of KRIEG CONSTRUCTION, INC.

I certify this to be a true and correct copy of the original document.
AERO RECORDS AND TITLE CO.
By _____

0 0 0 0 0 0 0 2 1 2 0

FORM APPROVED
OMB No. 2120-0042

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 2763A

R SEP 16 2002

AIRCRAFT MANUFACTURER & MODEL
Consolidated Vultee 28-5ACF

AIRCRAFT SERIAL No. 21232

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☒ 4. Co-owner ☐ 5. Gov't. ☐ 8. Non-Citizen Corporation

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

P&L General Contractors, Inc.
Krieg Construction, Inc.
3078 Goldie RD STE C
Oak Harbor, WA 98277

TELEPHONE NUMBER: ( )

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 3078 Goldie RD STE C

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Oak Harbor	WA	98277

☐ **CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS**

ATTENTION! Read the following statement before signing this application. This portion MUST be completed.

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: _____), or:

CHECK ONE AS APPROPRIATE:

a. ☐ A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____

b. ☐ A *non-citizen corporation organized and doing business under the laws of* (state) _____ and said aircraft is based and primarily used in the United States. Records or 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	DATE
Ronald Wallin	P&L General Contractors, Inc. President	8/20/02
Karl C Krieg III	Krieg Construction Inc. President	8/20/02

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

AC Form 8050-1 (12/90) (0052-00-628-9007) Supersedes Previous Edition

FILED WITH FAA

'02 SEP 4 PM 2 40

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION

0 0 0 0 0 0 2 1 1 9

AIRCRAFT BILL OF SALE

R060607

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

UNITED STATES REGISTRATION NUMBER N 2763A

AIRCRAFT MANUFACTURER & MODEL Consolidated Vultee 28-5CF

AIRCRAFT SERIAL No. 21232

CONVEYANCE RECORDED

2002 SEP 16 PM 4 22

DOES THIS 15th DAY OF July 2002 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.)

P&L General Contractors, Inc.
Krieg Construction, Inc
3078 Goldie Road Ste C
OakHarbor, WA 98277

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF we HAVE SET our HANDS AND SEAL THIS 15th DAY OF July 2002

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
THE SCHLAEFLI CHARITABLE REMAINDER UNITRUST		
Robert P. Schlaefli	Robert P. Schlaefli	Trustee
Claudette R. Schlaefli	Claudette R. Schlaefli	Trustee

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

ORIGINAL: TO FAA

022421501467
55.00 09/04/2002

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

89-1

U.S. Department
of Transportation

**Federal Aviation
Administration**

Flight Standards Service
Civil Aviation Registry, AFS-700

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

March 30, 2000

SCHLAEFLI ROBERT P TRUSTEE
PO BOX 158
EPHRATA WA 98823-0158

MAY 16 2000

Records maintained by the Aircraft Registration Branch, AFS-750, currently show the following information:

Aircraft Registration Number: N 2763A
Serial Number: 21232
Manufacturer: CONSOLIDATED VULTEE
Model Designation: 28-5ACF
Registered Owner Name: SCHLAEFLI ROBERT P TRUSTEE/Schlaefli CRT
AR Mailing Address: ~~4101 W PENINSULA DR~~
City: ~~MOSES LAKE~~ State: WA Zip Code: ~~98837~~

We have obtained the following mailing address information from the USPS through the National Change of Address (NCOA):

NCOA Mailing Address: PO BOX 158
City: EPHRATA
State: WA
Zip Code: 98823-0158

If this information is correct, please verify by signature at the end of this letter and return to the Aircraft Registration Branch, AFS-750, PO Box 25504, Oklahoma City, OK 73125. If the mailing address is a PO Box, annotate at the end of this letter a street address, physical address, or a diagram of the residence location in accordance with the October 20, 1994, notice published in the Federal Register. If additional changes are necessary, you may annotate them below.

If you have any questions, please contact the Aircraft Registration Branch at (405) 954-3116.

Sincerely,

Julie A. Stanford
Manager, Aircraft Registration Branch

SCHLAEFLI CHARITABLE REMAINDER TRUST

Robert P. Schlaefli — Trustee
Signature of Registered Owner — Title (if applicable)

1388 Hwy. 28 NW

Ephrata, WA 98823

FILED WITH FAA
AIRCRAFT REGISTRATION BR

'00 APR 12 A9:15

OKLAHOMA CITY
OKLAHOMA

68

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FORM APPROVED
OMB No. 2120-0042

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

88-1

CERT. ISSUE DATE

TT JAN 06 1999

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 2763A

AIRCRAFT MANUFACTURER & MODEL: Consolidated Vultee 28-5ACF

AIRCRAFT SERIAL No.: 21232

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☒ 4. Co-owner ☐ 5. Gov't. ☐ 8. Non-Citizen Corporation

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

The Schlaefli Charitable Remainder Unitrust

Schlaefli, Robert P. Co Trustee
Schlaefli, Claudette R. Co Trustee

TELEPHONE NUMBER: (509) 765-5227

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 4101 W. Peninsula Dr.

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Moses Lake,	Washington	98837

☐ **CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS**

ATTENTION! Read the following statement before signing this application. This portion MUST be completed.

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: _____), or:

CHECK ONE AS APPROPRIATE:

a. ☐ A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____

b. ☐ A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or 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	DATE
Robert P. Schlaefli	Co Trustee	7/8/98
Claudette R. Schlaefli	Co Trustee	7/8/98

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

AC Form 8050-1 (12/90) (0052-00-628-9007) Supersedes Previous Edition

87-1

FORM APPROVED
OMB NO. 2120-0042

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

0 0 0 0 0 3 4 3

T T 0 1 1 2 8 2

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 2763A

AIRCRAFT MANUFACTURER & MODEL
Consolidated Vultee 28-5ACF

AIRCRAFT SERIAL No.
21232

CONVEYANCE RECORDED

DOES THIS 1st DAY OF July 1998 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

99 JAN 6 AM 7 53

FEDERAL AVIATION ADMINISTRATION

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)

THE SCHLAEFLI CHARITABLE REMAINDER UNITRUST
Schlaefli, Robert P. Co Trustee
Schlaefli, Claudette R. Co Trustee

4101 W. Peninsula Dr.
Moses Lake, WA 98837

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF we HAVE SET our HANDS AND SEAL THIS 7th DAY OF July 1998

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Robert P. Schlaefli	Robert P. Schlaefli	Co-owner
Claudette R. Schlaefli	Claudette R. Schlaefli	Co-Owner

983090625234
$ 5.00 11/05/1998

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

ORIGINAL: TO FAA

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

48

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 5-29-84

FORM APPROVED OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

00000053

86-1

CERT. ISSUE DATE

Rev
Z 05 15 84
DOT 07-12-82

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 2763A

AIRCRAFT MANUFACTURER & MODEL Consolidated Vultee 28-5ACF

AIRCRAFT SERIAL No. 21232

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.)

SCHLAEFLI ROBERT P
SCHLAEFLI CLAUDETTE R

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 4101 W. Peninsula Dr.

Rural Route: P. O. Box:

CITY	STATE	ZIP CODE
MOSES LAKE	WASHINGTON	98837

☒ 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 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
Robert P Schlaefli	CO-OWNER	4/10/84
Claudette R Schlaefli	CO-OWNER	4/10/84

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, together with an appropriate and current airworthiness certificate or a special flight permit.

AC FORM 8050-1 (8-76) (0052-00-828-9004)

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 5-29-84

86

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FORM APPROVED OMB NO. 04-R0076

85-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

00000

CERT. ISSUE DATE 00467

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FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 2763 A

AIRCRAFT MANUFACTURER & MODEL PBY Consolidated Vultee 28-5 ACF

AIRCRAFT SERIAL No. 21232

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.)

ROBERT P. SCHLAEFLI and/or
Claudette R. Schlaefli

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: P.O. BOX 938

Rural Route: P. O. Box:

CITY	STATE	ZIP CODE
EPHRATA	WA	98823

☐ 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), (2) is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act 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
Robert P. Schlaefli	CO-OWNER	4/29/82
Claudette R. Schlaefli	CO-OWNER	4/29/82

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

AC FORM 8050-1 (8-76) (0052-00-628-9004)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

85

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAY 4 9 28 AM '82
OKLAHOMA CITY
OKLAHOMA

MAY 4 9 28 AM
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FORM APPROVED:
OMB NO. 04-R0075

84-3

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

A 000 000466

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 2763 A

AIRCRAFT MANUFACTURER & MODEL
PBY Consolidated Vultee 28-5ACF

AIRCRAFT SERIAL No.
21232

DOES THIS 27 DAY OF April 82
HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

JUL 12 7 59 AM '82 FEDERAL AVIATION ADMINISTRATION

E722 8

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.)

ROBERT P. SCHLAEFLI and/
CLAUDETTE SCHLAEFLI

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)
Gerald W. Todd	Gerald W. Todd	Co-owner
Robert R. Rittenhouse, Jr	Robert R. Rittenhouse	Co-owner

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

ORIGINAL: TO FAA

AC FORM 8050-2 (8-76) (0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

84-2

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAY 4 9 28 AM '82
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

84-1

STATE OF CALIFORNIA,
COUNTY OF SANTA CRUZ } ss.

ON April 27, 19 ~~82~~,
before me, the undersigned, a Notary Public in and for said State, personally appeared
Gerald W. Todd and Robert R. Rittenhouse, Jr.
, known to me,
to be the person~~s~~ whose name~~s~~ subscribed to the within Instrument,
and acknowledged to me that ~~t~~he~~y~~ executed the same.

NANCY L. HALLMAN
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
MONTEREY COUNTY
My Commission Expires Oct. 9, 1983

WITNESS my hand and official seal.

Nancy L. Hallman
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 233—Rev. 3-64

FAA AIRCRAFT REGISTRY
CAMERA NO. 5 DATE: 9-28-83

84

RETAIN 0000000468 83-5

JOHN L. RITCHEY III
WYCKOFF, MILLER, RITCHEY,
SHANLE & BARTHEL
P.O. BOX 1119
Santa Cruz, CA 95061-1119
Telephone: (408) 426-2111

Attorneys for Defendants
JERRY TODD and
ROBERT RITTENHOUSE, JR.

FILED
APR 15 1982
RICHARD C. NEAL, Clerk
By CORY HENSLEY
DEPUTY
SANTA CRUZ COUNTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CRUZ

STEVE CULBERTSON, Plaintiff, vs. JERRY TODD, et al., Defendants.	NO. 79400 ORDER SETTING ASIDE POSSESSORY LIEN, RELEASE OF PROPERTY, AND ORDER TO ALLOW SUBSTITUTION OF DEFENDANTS UNDERTAKING FOR PROPERTY

FAISE

The motion of defendants JERRY TODD and ROBERT R. RITTENHOUSE, JR., for an order to expunge the possessory lien claimed in PBY aircraft, Registration No. N 2763A, came on for hearing before Judge Guy Martin Young on April 7, 1982 at 8:30 a.m. in Department Two of the above-entitled Court. JOHN L. RITCHEY III, of WYCKOFF, MILLER, RITCHEY, SHANLE & BARTHEL appeared on behalf of defendants JERRY TODD and ROBERT R. RITTENHOUSE, JR., and KENNETH R. MARGOLIS, of FOX & MARGOLIS, appeared on behalf of plaintiff STEVE CULBERTSON. The Court having reviewed the pleadings on file herein and hearing oral argument of respective counsel,

WYCKOFF & MILLER
ATTORNEYS AT LAW
113 COOPER STREET
P. O. BOX 1119
SANTA CRUZ, CALIF.
PHONE 426-2111

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

83-4

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0000000470

IT IS HEREBY ORDERED:

1. The possessory lien claimed by plaintiff STEVE CULBERTSON pursuant to California Civil Code § 3051 and California Code of Civil Procedure § 1208.61 in that certain PBY aircraft, bearing Registration No. N 2763A is hereby set aside, expunged and terminated.

2. Defendants shall substitute an undertaking for the property in an amount of $45,000 and shall maintain said undertaking during the pendency of this action.

3. The form of this order and the undertaking shall be approved by plaintiff's counsel, KENNETH R. MARGOLIS, prior to the entry of this order.

DATED: 4-15-82

The foregoing instrument is a correct copy of the original on file in this office

ATTEST: APR 15 1982
RICHARD C. NEAL, Clerk
Clerk and ex-officio Clerk of the Superior Court of the State of California, County of Santa Cruz
By [illegible] Deputy

SEAL

GUY MARTIN YOUNG BY Harry F. Brauer
Judge of the Superior Court

The form of this order and the form and amount of the undertaking is hereby approved.

FOX & MARGOLIS, a Professional Corporation

DATED: 4-15-82

By [signature]
KENNETH R. MARGOLIS, Attorneys for Plaintiff STEVE CULBERTSON

WYCKOFF, MILLER, RITCHEY SHANLE & BARTHEL

DATED: April 15, 1982

By [signature]
JOHN L. RITCHEY III, Attorneys for Defendants JERRY TODD and ROBERT RITTENHOUSE, JR.

WYCKOFF & MILLER
ATTORNEYS AT LAW
113 COOPER STREET
P. O. BOX 1119
SANTA CRUZ, CALIF.
PHONE 426-2111

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

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FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

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☒ INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, Pennsylvania

Insurance Company of North America
Pacific Employers Group

0 0 0 0 0 0 4 6 8

☐ PACIFIC EMPLOYERS INSURANCE COMPANY
Los Angeles, California

The Address Shown Is For Service Under Section 1058a C.C.P.

KO 13 82 06 8

Annual Premium $675.00

Bond No. [redacted]

IN THE SUPERIOR COURT

COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

STEVE CULBERTSON

Plaintiff

vs.

GERRY TODD AND ROBERT RITTENHOUSE, JR.

Defendants

No. 79400

Undertaking Under Section 1208.61 & 3051 C.C.P.

WHEREAS the above named Defendants desires to give an undertaking ~~To Guarantee payment of any judgement~~ as provided by Section 1208.61 & 3051 C.C.P.

NOW, THEREFORE, the undersigned Surety, does hereby obligate itself, jointly and severally, to Plaintiff under said statutory obligations in the sum of FORTY-FIVE THOUSAND AND NO/100THS Dollars ($45,000.00).

IN TESTIMONY WHEREOF, the said Surety has caused its corporate name and seal to be hereunto affixed by its duly authorized officer at San Francisco California, on the 12th day of April 19 82

INSURANCE COMPANY OF NORTH AMERICA
Surety
By Ronald E. Hoover
Ronald E. Hoover Its: Attorney-in-Fact.

STATE OF CALIFORNIA, County of San Francisco, ss.

On April 12, 1982, before me, the undersigned, a Notary Public of said county and state, personally appeared Ronald E. Hoover known to me to be the Attorney-in-Fact of the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

OFFICIAL SEAL
WILLIAM ARTHUR HUMMEL
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission Expires February 16, 1985

William Arthur Hummel

Notary Public in and for the State of California with Principal Office in the City and County of San Francisco

BS-2278A Ptd. in U.S.A.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

83

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAY 4 9 29 AM '83
OKLAHOMA CITY
OKLAHOMA

82-5

FOX AND MARGOLIS
A Professional Corporation
P. O. Box 99
Santa Cruz, CA 95063
(408) 427-2112

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ

STEVE CULBERTSON, Plaintiff, vs. JERRY TODD, ROBERT RITTENHOUSE and DOES I through X, Inclusive, Defendants.	NO. NOTICE OF PENDING ACTION

NOTICE IS HEREBY GIVEN that the above-entitled action concerning and affecting that certain PBY aircraft, bearing registration number N2763A belonging to the above-named defendants was commenced on December 16, 1981, in the above-entitled Court by STEVE CULBERTSON, Plaintiff, against JERRY TODD and ROBERT RITTENHOUSE, among others, as defendants; the action is now pending in the above-entitled Court.

The action concerns the above-referenced aircraft and affects title to the same in that the action seeks to impress and foreclose upon a possessory lien pursuant to California Civil Code Section 3051 and California Code of Civil Procedure Section 1208.61,

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

82-4

for non-payment of the amounts due relative to repairs made and labor and materials furnished on said aircraft.

DATED: December 15, 1981.

Steve Culbertson
STEVE CULBERTSON, Plaintiff

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

82-2

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(PROOF OF SERVICE BY MAIL - 103a, 2015.5 C.C.P.)

I am a citizen of the United States and a resident of the County of Santa Cruz. I am over the age of eighteen (18) years and not a party to the within above-entitled action; my business address is 313A Soquel Avenue, Santa Cruz, California.

On December 18, 1981, I served the within NOTICE OF PENDING ACTION

on the interested parties in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States post office mail box at Santa Cruz, California, addressed as follows:

AERONAUTICAL CENTER COUNSEL
AAC-7
Box 25082
Oklahoma City, OKLA 73125

I, Synnove Anne Wagner, certify, under penalty of perjury that the foregoing is true and correct.

Executed on December 18, 1981 at Santa Cruz, California.

Synnove Anne Wagner

811-9

FOX AND MARGOLIS
A Professional Corporation
P. O. Box 99
Santa Cruz, CA 95063
(408) 427-2112

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ

79400

STEVE CULBERTSON, Plaintiff, vs. JERRY TODD, ROBERT RITTENHOUSE and DOES I through X, Inclusive, Defendants.	NO. COMPLAINT FOR MONEY AND FORECLOSURE OF POSSESSORY LIEN

Plaintiff, for cause of action, alleges as follows:

FIRST CAUSE OF ACTION

I

Defendants, JERRY TODD and ROBERT RITTENHOUSE, and each of them, are, and at all times mentioned herein were, residents of the County of Santa Cruz, State of California.

II

Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES I through X, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

81-8

Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants is indebted to Plaintiff as hereinafter alleged, and that Plaintiff's rights against such fictitiously named defendants arise from such indebtedness.

III

Defendants JERRY TODD, ROBERT RITTENHOUSE, and DOES I and II, and each of them, are, and at all times pertinent hereto were, the owners of that certain PBY aircraft bearing registration number N2763A.

IV

Within the last two years, at Santa Cruz, County, State of California, defendants, and each of them, became indebted to Plaintiff for work and labor done and materials furnished by Plaintiff for defendants, and each of them, in the total amount of $30,018.08, for the repair and improvement of the above-mentioned aircraft, which sum, defendants, and each of them, agreed to pay Plaintiff.

V

Neither the whole nor any part of the above sum has been paid, although demand therefor has been made, and there is now due, owing and unpaid the sum of $30,018.08, which sum is both the agreed price for said work, labor and materials as well as the reasonable value thereof.

SECOND CAUSE OF ACTION

I

Plaintiff hereby incorporates paragraphs I - V of the First Cause of Action as if the same were fully rewritten herein.

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FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

81-6

81-5

II

In order to make the repairs, perform the labor and furnish the supplies and materials necessary relative to the work performed on the above-mentioned aircraft, Plaintiff took possession by exercising dominion and control over said aircraft at its present location, where it continues to remain. Plaintiff continues to have possession for purposes of the lien laws of the State of California.

III

The performance of the above-referenced services and the furnishing of the above-referenced materials by Plaintiff at the special request of defendants, and each of them, have given rise to a lien on the above-mentioned aircraft under Code of Civil Procedure Section 1208.61 and Civil Code Section 3051.

WHEREFORE, Plaintiff prays judgment against defendants, and each of them, as follows:

1. For damages in the amount of $30,018.08;

2. For a lien in the amount of $30,018.08 on the aircraft referred to;

3. That the lien be foreclosed;

4. That the property be ordered sold for the payment of the lien;

5. For payment of the amount of the lien from the proceeds of the sale;

6. For costs of suit herein incurred;

//

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81-4

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7. For such other and further relief as the court deems just and proper.

DATED: December 10, 1981.

FOX AND MARGOLIS
A Professional Corporation

KENNETH R. MARGOLIS
Attorneys for Plaintiff

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

81-2

81-1

VERIFICATION

State of California)
County of Santa Cruz) ss

I am the Plaintiff in the above-entitled action; I have read the foregoing Complaint for Money and Foreclosure of Possessory Lien and know the contents thereof; and I certify that the same is true of my own knowledge, except as to the matters which are therein stated on my information or belief, and as to those matters I believe it to be true.

I declare under penalty of perjury, that the foregoing is true and correct. Executed on December 16, 1981, at Santa Cruz, California.

Steve Culbertson
STEVE CULBERTSON

The foregoing instrument is a correct copy of the original on file in this office

SEAL

ATTEST: JAN 12 1982

RICHARD C. NEAL
County Clerk and ex-officio Clerk of the Superior Court of the State of California in and for the County of Santa Cruz.
By Judy Allen Deputy

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FORM APPROVED OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION APPLICATION

80-1

CERT. ISSUE DATE
L APR 08 1981

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 2763A

AIRCRAFT MANUFACTURER & MODEL
PBY Consolidated Vultee 28-5ACF

AIRCRAFT SERIAL No.
21232

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.)
Gerald W. Todd
and Rittenhouse, Robert R. Jr.

ADDRESS (Permanent mailing address for first applicant listed.)
c/o BOGNER SHEET METAL
Number and street: 142 Benito Avenue
Rural Route: P. O. Box:

CITY	STATE	ZIP CODE
Santa Cruz	California	95062

☐ 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), is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act 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
Gerald W. Todd	co-owner	1-21-81
Robert Rittenhouse	co owner	1-16-81

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. CY # 218 fdr 3-10-81

AC FORM 8050-1 (8-76) (0052-00-628-9004)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

80

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JAN 27 9 20 AM '81
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FORM APPROVED: OMB NO. 04-R0016

0000000217

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 79-3

~~0000L0140 6 b 4~~
L14061

AIRCRAFT BILL OF SALE

APR 8 1 03 PM '81
FEDERAL AVIATION ADMINISTRATION

FOR AND IN CONSIDERATION OF $ -0- THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE AND MODEL: PBY 285-ACF

MANUFACTURER'S SERIAL NUMBER: 21232

NATIONALITY & REGISTRATION MARKS: N2763A

DOES THIS 6 DAY OF AUG. 19 80 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

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

Gerald W. Todd and Robert R Pittenhouse Jr.

w+m 5

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 6th DAY OF Aug '80

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Peter W. Belk	[signature]	

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

5.00 1

ORIGINAL: TO FAA dup #695 Ret 2896 255 1 11/12/80

AC FORM 8050-2 (4-71) (0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5M DATE: 9-28-83

79-2

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

NOV 3 8 14 AM '80

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY

MAR 10 8 30 AM '81
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

79-1

Retain
(shows full partner-
ship name of seller.)

WYCKOFF & MILLER
LAW OFFICES
113 COOPER STREET
POST OFFICE BOX 1119
SANTA CRUZ, CALIFORNIA 95061
AREA CODE 408 · 426-2111

STEPHEN WYCKOFF
JOHN L. RITCHEY III
TOM SHANLE
NICHOLAS P. BARTHEL

LOYD R. MILLER
MARSHA B. SHANLE
STEPHEN N. WYCKOFF

29 October 1980

FAA Aircraft Registry
P. O. Box 25082
Oklahoma City, OK 73125

Re: Transfer of Title of Aircraft
Make: Consolidated Vultee
Model: 28-5 ACF
Serial Number: 21232
Nationality & Reg. Marks: N-2763A
Title Presently Vested in: Robert R. Rittenhouse, Jr.
Jerry Todd
Peter Bell

Ladies and Gentlemen:

Enclosed herein is an aircraft bill of sale transferring title from the present titleholders, Robert R. Rittenhouse, Jr., Jerry Todd, and Peter Bell, solely to Robert R. Rittenhouse, Jr., and Jerry Todd. Also enclosed is our check in the amount of $5.00 for the issuance of a new certificate of aircraft registration.

If you have any questions concerning the enclosures, I would request that you call the undersigned collect.

Very truly yours,

John L. Ritchey III

jdl

Enclosures

cc: Robert R. Rittenhouse, Jr. w/enc.
Jerry Todd w/enc.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

78-1

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

THIS FORM SERVES TWO PURPOSES
PART I acknowledges the recording of a security conveyance covering the collateral shown.
PART II is a suggested form of release which may be used to release the collateral from the terms of the conveyance.

PART I – CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Alaska Coastal Airlines, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
The B. M. Behrends Bank
Juneau, Alaska

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE RECORDED
SEP 27 2 23 PM '79
FEDERAL AVIATION ADMINISTRATION

19817

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N72PR (formerly N95431)	1164	Grumman G-21A

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 11-1-67 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 11-21-67 AS CONVEYANCE NUMBER G35105

N. Dehen
FAA CONVEYANCE EXAMINER

PART II – RELEASE – (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Registry when terms of the conveyance have been satisfied. See below for additional information.)

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.

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.

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

DATE OF RELEASE: September 4, 1979

The B. M. Behrends Bank
(Name of security holder)

SIGNATURE (in ink)

TITLE: Gerald A. Wilson, Vice President

(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).

AC Form 8050-41 (8-77) (0052-00-543-9001)

☆ U.S. GOVERNMENT PRINTING OFFICE:1977–771-089/845

Aff 7-10-79 #8158

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AUG 2 8 47 AM '79

OKLAHOMA CITY, OKLA.

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

SEP 14 4 13 PM '79

OKLAHOMA CITY, OKLA.

78

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FORM APPROVED OMB NO. 04-R0076

77-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

0 0 0 0 1 2 8 9

CERT. ISSUE DATE

G 120578

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 2763A

AIRCRAFT MANUFACTURER & MODEL CONSOLIDATED VULTEE PBY

AIRCRAFT SERIAL No. 21232

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.)

GERALD W. TODD
ROBERT R. RITTENHOUSE
PETER W. BELL

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 555 SOQUEL AVE. P. O. Box: 97 ESC

Rural Route:

CITY	STATE	ZIP CODE
SANTA CRUZ	CALIFORNIA	95062

☐ 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
Gerald W. Todd	Partner ~~Owner~~	11-18-78
Robert R. Rittenhouse	Partner ~~Owner~~	11-18-78
Peter W. Bell	Partner ~~Owner~~	11/18/78

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

AC FORM 8050-1 (8-76) (0052-00-628-9004)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

77

0 0 0 0 0 1 2 0 0

HAVE TABLE FILED WITH
FAA AIRCRAFT REGISTRY

NOV 29 2 37 PM '78

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FORM APPROVED: OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 76-1

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AIRCRAFT BILL OF SALE

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
Consolidated Vultee

MANUFACTURER'S SERIAL NUMBER
21232

NATIONALITY & REGISTRATION MARKS
N2763A

DOES THIS 16th DAY OF Oct. 19 78 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

DEC 5 1 28 PM '78
FEDERAL AVIATION ADMINISTRATION

626552

PURCHASER

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

Robert R. Rittenhouse, Jr., [redacted]
Peter Bell, [redacted], Gerald W. Todd
323 Church Street
Santa Cruz, California, 95060

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 16th DAY OF 10, 78

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Marine Associates, Inc.		President

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

ORIGINAL: TO FAA

AC FORM 8050-2 (4-71)(0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

76

0 0 0 0 0 1 2 9 0

AIRCRAFT BILL OF SALE

$1.00 OVO

Consolidated Vultee

Class

Model

Serial 154H Date Oct. 18, 19

Robert R. Bittenhouse, Jr., Jamesonville, N.Y.
Peter Bell, Philippinsburgh, Gerald W. Toda
323 Church Street
Santa Cruz, California, 95060

Chair

Marine Associates, Inc. President

OKLAHOMA CITY, OKLA

NOV 14 2 37 PM '78

AIRCRAFT REGISTRY
FAA FILE FILED WITH

75-1

March 27, 1975

RELEASE

FAA Aircraft Registry
Box 25082
Oklahoma City, Oklahoma 73125

Dear Sirs:

Please accept this letter as our notice that our bank B.M. Behrends Bank no longer has a mortgage on one Convair Model 28-5-ACF Catalina Flying Boat serial number 21232 and registered N2763A. A chattel mortgage** we held in the amount of $730,000.00, for Alaska Coastal Airlines is not longer in effect and you may correct your records to show clear title on the craft.

If you have any questions regarding the above please feel free to contact me. Thank you for your consideration.

Sincerely,

Terry B. Fanning

Terry B. Fanning
Manager, B.M. Behrends Bank, Juneau, Alaska

cc: Richard Bullock
Aircraft Charter Service
Princeton, Massachusetts 01541

** Chattel Mortgage dated 11-1-67,
Recorded 11-21-67
Document # G35105

March 27, 1975

R E G I S T E R E D

FAA Aircraft Registry
Box 25082
Oklahoma City, Oklahoma 73125

Dear Sirs:

Please accept this letter as our notice that our bank no longer has a mortgage on one Convair Model 25-5-ACF Catalina Flying Boat serial number 21232 and registered N7763A. A chattel mortgage was held in the amount of $750,000.00, for Alaska Coastal Airlines is not longer in effect and you may correct your records to show clear title on the craft.

If you have any questions regarding the above please feel free to contact me. Thank you for your consideration.

Sincerely,

Terry B. Fanning
Manager, B.M. Behrends Bank, Juneau, Alaska

cc: Richard Bullock
Aircraft Charter Service
Princeton, Massachusetts 01541

** Chattel Mortgage dated 11-1-67,
Recorded 11-21-67
Document # 635105

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FORM APPROVED: OMB No. 04-R0076

74-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

TYPE OF REGISTRATION (Check one box) ☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Gov't.

NATIONALITY AND REGISTRATION MARKS N2763A

AIRCRAFT MAKE AND MODEL CONVAIR 28-5ACF

AIRCRAFT SERIAL No. 21232

CERT. ISSUE DATE

M MAY 15 1975

FOR FAA USE ONLY

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

MARINE ASSOCIATES, INC.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 311 Main Street,

Rural Route: P. O. Box:

CHECK HERE IF ADDRESS CHANGE	CITY	STATE	ZIP CODE
☐	Worcester,	Massachusetts	01608

(No fee required for revised Certificate of Registration)

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. Use reverse side if necessary.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
[signature]	President	5-2-75
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.

AC Form 8050-1 (4-71) (0052-628-9002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

74

MICRO

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAY 8 10 49 AM '75
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FORM APPROVED:
OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 73-1

M 122787

CONVEYANCE RECORDED
MAY 15 5 33 PM '75
FEDERAL AVIATION ADMINISTRATION

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

AIRCRAFT MAKE AND MODEL: CONVAIR 28-5-ACF (PBY)

MANUFACTURER'S SERIAL NUMBER: 21232

NATIONALITY & REGISTRATION MARKS: N2763A

DOES THIS 2nd DAY OF MAY 19 75 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

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

MARINE ASSOCIATES, INC.
34 MAIN STREET
WORCESTER, MASS, 01608

MAR

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 2nd DAY OF MAY 19 75

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Dudley N. Tennant	Dudley N. Tennant	OWNER - Owner

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

ORIGINAL: TO FAA

AC FORM 8050-2 (4-71) (0052-629-0082)

MAY 8 2489
$5.00

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

78

MICRO

CONVAIR 28-5-ACF (P5Y)

21232

N2763A

2nd

MAY 75

MARINE ASSOCIATES, INC.
34 MAIN STREET
WORCESTER, MASS. 01608

THEIR

I HAVE SET MY HAND AND SEAL THIS 2nd DAY OF MAY 75

Dailey M. Tennant

OWNER

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

MAY 8 10 45 AM '75

OKLAHOMA CITY, OKLA

ORIGINAL TO FAA

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FORM APPROVED: OMB NO. 04-R0026

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 72-1

M 122786

AIRCRAFT BILL OF SALE

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

CONVEYANCE RECORDED
MAY 15 5 33 PM '75
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT MAKE AND MODEL: Convair - 28-5 ACF (PBY)

MANUFACTURER'S SERIAL NUMBER: 21232

NATIONALITY & REGISTRATION MARKS: N 2763A

DOES THIS 2nd DAY OF MAY 19 75 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

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

DUDLEY N. TENNANT
BAL HARBOUR CHATEAUX, APT. 107
1040 APOLLO BEACH BLVD.
APOLLO BEACH, FLA. 33570

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 2nd DAY OF MAY, 75

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
JD and J Inc.	John Todd	Sec/Treas

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

ORIGINAL: TO FAA

AC FORM 8050-2 (4-71) (0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

72

MICROFILM

( )

24 MAY 75

DUDLEY N. TENNANT
OAK HARBOUR CHATEAUX, APT. 107
1010 APOLLO BEACH BLVD.
APOLLO BEACH, FLA. 33570
MS

I MAY 24 MAY 75

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAY 8 10 49 AM '75
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

M102673

FORM APPROVED: BUDGET BUREAU NO. 04-R070

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

7/1-1

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALTY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N 2763A	Convair 28-5ACF	21232

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).)

J. D. And J., Inc.
531 Bowsprit Lane
Sarasota, Florida

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

See above 4050 SW 11 TERRACE

CITY	COUNTY	STATE	ZIP CODE
FT LAUDERDALE		FLA	33315

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Doug Todd	Sec/TRSR	9/12/83

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

7D

MICRO

OCT 15 1 28 PM '79
OKLAHOMA CITY, OKLA.
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

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

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 70-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

M 0 9 1 9 8

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

AIRCRAFT MAKE AND MODEL: CONSOLIDATED P.B.Y. 28-5ACF

MANUFACTURER'S SERIAL NUMBER	NATIONALITY & REGISTRATION MARKS
21232	U.S. N2763A

CONVEYANCE RECORDED
OCT 26 3 32 PM '73
FEDERAL AVIATION ADMINISTRATION

DOES THIS 11th DAY OF September 19 73 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO: PURCHASER

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

J.D.&J., Inc.
531 Bowsprit Lane
Sarasota, Florida

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED
NIL	NIL	

IN FAVOR OF

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

SELLER

SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)	NAME(S) OF SELLER (TYPED OR PRINTED)
Charles F. Blair	PRESIDENT	C.F.BLAIR
FOR AND ON BEHALF OF ANTILLES AIR BOATS INC.		
OCT 19	1 59 PM '73	

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

CONVEYANCE RECORDED
FEDERAL AVIATION ADMINISTRATION

V00500003

AC FORM 8050-2 (7-68) SUPERSEDES FAA FORM 8050-2 (0052-629-0001)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

70

CONVEYANCE FILED WITH FAA AIRCRAFT REGISTRY

OCT 15 1 28 PM '73

OKLAHOMA CITY, OKLA.

FEDERAL AVIATION ADMINISTRATION

OCT 26 3 32 PM '73

CONVEYANCE RECORDED

M 63 9 1 9 8

A300,300 0 0 7 2 ATT

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

67-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

A 0 8 9 2 3

CONVEYANCE RECORDED

AUG 21 11 28 AM '73

FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Super Cataline PBY	
FAA REGISTRATION NUMBER N2763A	AIRCRAFT SERIAL NUMBER 21232
ENGINE MAKE AND MODEL Wright R-2600	ENGINE SERIAL NUMBER 177282 & 433266
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

The conveyance dated 2/23/71, was executed by Alaska Airlines, Inc. to Antilles Air Boats, Inc. and assigned to

This conveyance was recorded by the Federal Aviation Administration on 10/5/71 and was assigned conveyance number C085307

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on August 3, 1973

ALASKA AIRLINES, INC.
(Name of Security Holder)

SIGNATURE (In Ink) O. F. Benecke

TITLE President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

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).

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AC 68-3539

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

69

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____

as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

OKLAHOMA CITY, OKLA.
AUG 9 1 10 PM '73
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

68-1

X034001

CONVEYANCE RECORDED
JAN 22 11 21 AM '73
FEDERAL AVIATION ADMINISTRATION

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman G-21A	
FAA REGISTRATION NUMBER N74676	AIRCRAFT SERIAL NUMBER 1172
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated 11/1/67, was executed by Alaska Coastal Airlines, Inc. to THE B. M. BEHRENDS BANK and assigned to None

This conveyance was recorded by the Federal Aviation Administration on 11/21/67 and was assigned conveyance number G35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on December 4, 1972

SEAL

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).

THE B. M. BEHRENDS BANK
(Name of Security Holder)

SIGNATURE (In Ink) J. B. Durney
J. B. DURNEY

TITLE (President)

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

C FAA AC 68-3539

68

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated_____was recorded on_____

as conveyance number_____pertaining to_____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

617-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman G-21A	
FAA REGISTRATION NUMBER N1019N	AIRCRAFT SERIAL NUMBER B30
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

CONVEYANCE RECORDED
JAN 9 10 04 AM '73
FEDERAL AVIATION ADMINISTRATION

F 6 4 0 3 1

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated 11/1/67, was executed by Alaska Coastal Airlines, Inc. to The B. M. Behrends Bank and assigned to None

This conveyance was recorded by the Federal Aviation Administration on 11/21/67 and was assigned conveyance number G35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on December 4, 1972

SEAL

A person signing for 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).

THE B. M. BEHRENDS BANK
(Name of Security Holder)

SIGNATURE (In Ink) J B Durney
J. B. DURNEY

TITLE (President)

ACKNOWLEDGMENT (If Required By Applicable Local Law)

C Form 8050-41 (5-68) Supersedes previous edition

C FAA AC 68-3539

67

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____

as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

66-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES-SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman G-21A	
FAA REGISTRATION NUMBER N4772C	AIRCRAFT SERIAL NUMBER B131
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

FEDERAL AVIATION ADMINISTRATION
JAN 10 3 51 PM '73
CONVEYANCE RECORDED
059889

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated 11/1/67, was executed by Alaska Coastal Airlines, Inc. to The B. M. Behrends Bank and assigned to None

This conveyance was recorded by the Federal Aviation Administration on 11/21/67 and was assigned conveyance number G35105

SEAL

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on December 4, 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 the Federal Aviation Regulations (14 CFR Parts 47 and 49).

THE B. M. BEHRENDS BANK
(Name of Security Holder)

SIGNATURE (In Ink) J. B. Durney
J. B. DURNEY

TITLE (President)

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

C FAA AC 68-3539

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____

as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
DEC 12 3 12 PM '72
OKLAHOMA CITY, OKLA.

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

65-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL: Convair 240	
FAA REGISTRATION NUMBER: N196N	AIRCRAFT SERIAL NUMBER: 42
ENGINE MAKE AND MODEL:	ENGINE SERIAL NUMBER:
PROPELLER MAKE:	PROPELLER SERIAL NUMBER(S):
SPARE PARTS AND LOCATION:	

CONVEYANCE RECORDED
JAN 3 2 48 PM '73
FEDERAL AVIATION ADMINISTRATION

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MICROFILM CODE
2E KE

The conveyance dated 11/1/67, was executed by Alaska Coastal Airlines, Inc. to The B. M. Behrends Bank and assigned to None

This conveyance was recorded by the Federal Aviation Administration on 11/21/67 and was assigned conveyance number G35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on December 4, 1972

SEAL

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).

THE B. M. BEHRENDS BANK
(Name of Security Holder)

SIGNATURE (In Ink) J. B. Durney
J. B. DURNEY

TITLE (President)

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition C FAA AC 68-3539

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

65

MICRO

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____

as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
DEC 12 3 12 PM '72
OKLAHOMA CITY, OKLA.

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

641-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

N73399

CONVEYANCE RECORDED
JAN 3 8 21 AM '73
FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman G-21A	
FAA REGISTRATION NUMBER N28369	AIRCRAFT SERIAL NUMBER 1149
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

The conveyance dated 11/1/67, was executed by Alaska Coastal Airlines, Inc. to The B. M. Behrends Bank and assigned to None

This conveyance was recorded by the Federal Aviation Administration on 11/21/67 and was assigned conveyance number G35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on December 4, 1972

SEAL

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).

THE B. M. BEHRENDS BANK
(Name of Security Holder)

SIGNATURE (In Ink) J. B. Durney

TITLE (President)

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AC 68-3539

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

64

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____

as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
DEC 12 3 12 PM '72
OKLAHOMA CITY, OKLA.

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

63-1

BUDGET BUREAU NO. 64-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

T 5 6 4 1 2

CONVEYANCE RECORDED
DEC 21 11 41 AM '72
FEDERAL AVIATION ADMINISTRATION

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman G-21A	
FAA REGISTRATION NUMBER N68157	AIRCRAFT SERIAL NUMBER 1138
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

Do Not Write in This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated 11/1/67, was executed by Alaska Coastal Airlines, Inc. to The B. M. Behrends Bank and assigned to None

This conveyance was recorded by the Federal Aviation Administration on 11/21/67 and was assigned conveyance number G35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on December 4, 1972

SEAL

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).

THE B. M. BEHRENDS BANK
(Name of Security Holder)

SIGNATURE (In Ink) J. B. Durney
(J. B. DURNEY)

TITLE (President)

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

C FAA AC 68-3539

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

03

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____

as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
DEC 12 3 13 PM '72
OKLAHOMA CITY, OKLA.

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

62-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

M 0 8 8 0 6 8

CONVEYANCE RECORDED
NOV 10 8 38 AM '72
FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman G-21A	
FAA REGISTRATION NUMBER N74588	AIRCRAFT SERIAL NUMBER 1165
ENGINE MAKE AND MODEL Pratt & Whitney R-985-AN-14B	ENGINE SERIAL NUMBER 211468 and 11194
PROPELLER MAKE Hartzell	PROPELLER SERIAL NUMBER(S) 1796N and BB509
SPARE PARTS AND LOCATION	

The conveyance dated November 1, 1967, was executed by Alaska Coastal Airlines, Inc. to The B. M. Behrends Bank and assigned to

This conveyance was recorded by the Federal Aviation Administration on November 21, 1967 and was assigned conveyance number G35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on October 11, 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 the Federal Aviation Regulations (14 CFR Parts 47 and 49).

THE B. M. BEHRENDS BANK
(Name of Security Holder)

SIGNATURE (In Ink) [signature]

TITLE President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AC 68-3539

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

62

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____

as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
Oct 26 3 15 PM '72
OKLAHOMA CITY, OKLA.

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

61-1

BUDGET BUREAU NO. 94-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

B098822

CONVEYANCE RECORDED
DEC 30 8 34 AM '71
FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Super Catalina PBY	
FAA REGISTRATION NUMBER N 31235	AIRCRAFT SERIAL NUMBER 48426
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

The conveyance dated November 1, 1967, was executed by Alaska Coastal Airlines, Inc. to B. M. Behrends Bank and assigned to

This conveyance was recorded by the Federal Aviation Administration on November 21, 1967 and was assigned conveyance number G 35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on October 21, 1971

The B. M. Behrends Bank
(Name of Security Holder)

SIGNATURE (In Ink) B M Behrends

TITLE Assistant Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

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).

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AC 68-3539

61

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated_____was recorded on_____

as conveyance number_____pertaining to_____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

Cert. Iss. Date: C 05 OCT 1971

FORM APPROVED BUDGET BUREAU NO. 04-R076.2

60-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

TYPE OF REGISTRATION (Check one box) ☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☒ 4. Co-Owner ☐ 5. Gov't.

NATIONALTY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL
N 2763A	Convair 28-5ACF
AIRCRAFT SERIAL No. 21232	NAME(S) OF APPLICANT(S)

FOR FAA USE ONLY

(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

☐ CHECK HERE IF ADDRESS CHANGE ONLY	CITY	STATE	ZIP CODE
	St. Thomas	U.S.V.I.	00801

(No fee required for revised Certificate of Registration)

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

AABS

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. Use reverse side if necessary.

EACH PART OF APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
Charles R Bair	President	7/13/71
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.

AC Form 8050-1 (11-69) (0052-628-002)

JUL 20 68 11 00 5 0008 A900

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

60

MICRO

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

JUL 20 1 32 PM '71

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

59-7

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

N- 2763A

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: Contract of Conditional Sale	DATE EXECUTED: 2-23-71
FROM: Alaska Airlines, Inc., seller	DOCUMENT NO.: C085307
TO OR ASSIGNED TO: Antilles Air Boats, Inc., buyer	DATE RECORDED: 10-5-71

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED 1
N2763A	

ENGINES	TOTAL NUMBER INVOLVED 2
MAKE(S): Wright R-2600	
AC Form 8050-41 FILED WITH / ENGINE MAKE	SERIAL NO. 177282 + 433266

SEE RECORDED CONVEYANCE A 08923 NUMBER

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- 2763A
- ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE
- ☐ LOCATION LISTED ABOVE
- ☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

ABOVE CONVEYANCE RELEASE NUMBER A 08923.

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

59-6

MICRO

59-5

C085307

CONTRACT OF CONDITIONAL SALE

This contract of Conditional Sale, made this 23rd day of February 1971, by and between ALASKA AIRLINES, INC., whose address is Seattle-Tacoma International Airport, Seattle, Washington 98158 ("Seller") and ANTILLES AIR BOATS, INC., whose address is; Seaplane Ramp, Veterans Drive, St. Thomas, U.S. Virgin Islands, 00801 ("Purchaser").

W I T N E S S E T H :

WHEREAS, the parties have previously executed a memorandum of agreement on January 23rd, 1969, modified by Letter of Agreement executed February 10, 1970, further modified by Letter of Agreement dated May 1, 1970, governing the Conditional Sale of an aircraft later described herein the terms of which remain in effect, and

WHEREAS, the Federal Aviation Administration ("FAA") has rejected similar memorandum of agreements for recording in the past (AC-252, November 5, 1970) and

WHEREAS, the parties desire to record the Conditional Sale with the FAA for their mutual benefit and are willing to supplement the previous documents to the extent necessary to permit recordation by the FAA while retaining the elements of the original sale agreements,

NOW THEREFORE, in consideration of the mutual benefits flowing to each party of an FAA Recording, it is agreed that:

Seller has granted, bargained, and sold to the said Purchaser, its successors and assigns, and the said Purchaser has purchased subject to the terms and conditions herein set forth, the following described aircraft:

AA

Super Catalina - PBY FAA #N2763A
Manufacturer's Serial Number 21232

Together with all equipment and accessories attached thereto or used in connection therewith including spare parts relating to the aircraft including two (2) engines Wright Model R-2600, Serial Numbers 177282 and 433266 all of which are included in the term aircraft as used herein, for the sum of

Cpr dup rtd

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

59-4

MICRO

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AUG 16 12 36 PM '71

OKLAHOMA CITY, OKLA.

one hundred fifty one thousand dollars ($151,000.00) of which one hundred thirty six thousand dollars ($136,000.00) represents the price of the aircraft and fifteen thousand dollars ($15,000.00) represents the price of spares, fifty thousand dollars ($50,000.00) of which has been paid to date consisting of forty thousand dollars ($40,000.00) paid upon delivery of the aircraft and ten thousand dollars ($10,000.00) paid pursuant to subsequent payments, receipt of which is hereby acknowledged by the Seller.

The said Purchaser hereby acknowledges the aforesaid aircraft was delivered and accepted under the following terms and conditions:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note and all renewals and extensions thereof, bearing the date of November 1, 1969, executed by the Purchaser and payable to the order of Alaska Airlines, Inc., in the aggregate principal sum of $151,000.00, without interest if paid on or before July 23rd 1970 the due date of the note or if not paid by July 23rd 1970, bearing interest thereafter at the rate of 9½% per annum which interest shall be payable monthly until the principal sum is paid.

Second: The prompt and faithful discharge and performance of each agreement set forth herein in connection with the indebtedness to secure which this instrument is executed, and the repayment of any sums expended or advanced by the Seller for the maintenance or preservation of the aircraft sold hereby or in enforcing his rights hereunder.

Said Seller hereby declares and warrants to the said Purchaser that it is the absolute owner of the legal title to the said aircraft and that the same is free and clear of all liens, encumbrances and adverse claims, except that Purchaser recognizes that the B. M. Behrends Bank of Juneau, Alaska, is the holder of a first mortgage on the aircraft and that payments made to Seller will be transmitted to the B. M. Behrends Bank until all sums due under the first mortgage have been fully paid.

Title to the aforesaid aircraft shall not pass to the Purchaser by delivery, but shall remain in the Seller until such time as all payments hereunder have been made, and all other conditions, fully performed. When all payments have been made and all conditions fully performed, the Seller agrees that absolute title to the aircraft shall pass to the Purchaser by Bill of Sale, free and clear of all encumbrances.

57-a

59-1

The aircraft was delivered in an "as is, where is" condition, without a Certificate of Airworthiness issued under FAR Part 91, but that the aircraft was operable and in a ferryable condition. Delivery of the aircraft was at Litchfield Park, Arizona with Alaska waiving the ferry charges from Juneau.

Until such time as the aircraft is fully paid for under the terms of this agreement, Purchaser will obtain and maintain current all aircraft licensing as required by the FAA. Purchaser will at its expense install all mandatory modifications which may from time to time be required by the FAA. The aircraft will be registered in the name of Purchaser at the FAA Office in Oklahoma City, upon execution of this agreement.

On or before delivery of the aircraft sold hereunder, Purchaser will furnish Seller with Certificates of Liability Insurance naming Seller as an additional insured with the following minimum coverages;

Primary - $1,000,000 Single Limit) Aircraft and Ground
Umbrella - $5,000,000 Single Limit) Coverages including General Liability, etc.

First Excess - $5,000,000 Single Limit) Aircraft Only

In addition, Purchaser will prior to or on delivery of the aircraft, furnish Seller with Certificates of Aircraft Hull Insurance evidencing a minimum coverage of no less than Alaska Airlines' equity in the aircraft payable to Seller and the B.M. Behrends Bank, as loss payees, as their interest may appear. Purchaser will keep the aircraft insured and will not cancel or allow any of these policies to lapse without 30 days prior written notice to Seller, during the term of this agreement.

During the term of possession by Purchaser under the terms of this agreement and while it is in force, Purchaser indemnifies and holds Seller harmless from and against all claims, suits, or demands arising out of the operation and control of the aircraft.

IN WITNESS WHEREOF, the Seller and Purchaser have hereunto set their hand and seal on the day and year first above written.

"SELLER"
ALASKA AIRLINES, INC.
By: [signature]
Title: V.P. - Properties

"PURCHASER"
ANTILLES AIR BOATS, INC.
By: [signature]
Title: President

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

58-1

BUDGET BUREAU NO. 04-R0189; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 508 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

CONVEYANCE RECORDED
MAR 24 8 23 AM '71
FEDERAL AVIATION ADMINISTRATION

D 5 6 6 7 9

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman G-21A	
FAA REGISTRATION NUMBER N68157	AIRCRAFT SERIAL NUMBER 1138
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated November 9, 1967, was executed by Alaska Coastal Airlines, Inc.

to B. M. Behrends Bank

and assigned to none

This conveyance was recorded by the Federal Aviation Administration on November 21, 1967

and was assigned conveyance number G35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on February 4, 1971

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).

B. M. Behrends Bank
(Name of Security Holder)

SIGNATURE (In Ink) M. J. Marshall

TITLE Executive Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

1-11-71 Disp returned

FAA AC 68-3539

58

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____

as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

210904

86-1 COL

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600 176216

S 28387

CONVEYANCE RECORDED
MAR 15 11 31 AM '71
FEDERAL AVIATION ADMINISTRATION

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Super Catalina PBY	
FAA REGISTRATION NUMBER N4760C	AIRCRAFT SERIAL NUMBER
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated November 1, 1967, was executed by Alaska Coastal Airlines Inc.

to The B. M. Behrends Bank

and assigned to none

This conveyance was recorded by the Federal Aviation Administration on November 21, 1967

and was assigned conveyance number G 35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on December 14, 1970.

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).

The B. M. Behrends Bank
(Name of Security Holder)

SIGNATURE (In Ink) W. J. Marshall
W. J. Marshall

TITLE Executive Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AC 88-3535

57

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated_____was recorded on_____

as conveyance number_____pertaining to_____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

210904

56-1

600 176216

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

CONVEYANCE RECORDED
MAR 15 11 28 AM '71
FEDERAL AVIATION ADMINISTRATION

S 28386

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL: Super Catalina PBY	
FAA REGISTRATION NUMBER: N 4760 C	AIRCRAFT SERIAL NUMBER
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated September 19, 1962, was executed by Alaska Coastal-Ellis Airlines to B. M. Behrends Bank and assigned to NONE

This conveyance was recorded by the Federal Aviation Administration on October 11, 1962 and was assigned conveyance number A 208476

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on

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).

B. M. Behrends Bank
(Name of Security Holder)

SIGNATURE (in Ink) N. J. Marshall

TITLE: Executive Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC-Form 8050-41 (5-68) Supersedes previous edition C FAA AC 68-2538

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

56

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated_____ was recorded on_____

as conveyance number_____ pertaining to_____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAR 4 1 20 PM '71
OKLAHOMA CITY, OKLA.

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

55-1

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.

A279355

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:

JAN 14 11 33 AM '7
CONVEYANCE DEPARTMENT
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT MAKE	
Gruman G-21A	
AIRCRAFT SERIAL NUMBER N4773C	FAA REGISTRATION NUMBER

The mortgage dated September 19, 1962 was executed

by Alaska Coastal Airlines Inc., (Mortgagor),

to B. M. Behrends Bank, (Mortgagee),

and assigned to none.

This mortgage was recorded by the Federal Aviation Agency on October 11, 1962,

and was assigned document number A208476.

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

on December 29, 1970.

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

B. M. Behrends Bank
Name of Mortgagee or Assignee

Signature (In ink) N. J. Marshall

Title Executive Vice President

ACKNOWLEDGMENT

State of _____ on this ___ day of _____ 19___ before me personally appeared the above-named Mortgagee or Assignee, to me known to be the

County of _____ person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

_____
Notary public (In ink)

My commission expires _____

Form FAA-506, Part 2 (8-62) USE PREVIOUS EDITION FAA AC 62-4633 Functional Code 8050

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

54-1

A 279354

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.

CONVEYANCE
JAN 14 11 30 AM '71
FEDERAL AVIATION ADMINISTRATION

RELEASE

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

AIRCRAFT MAKE: Gruman G-21A

AIRCRAFT SERIAL NUMBER: N4772C

FAA REGISTRATION NUMBER:

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

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

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

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

B. M. Behrends Bank
Name of Mortgagee or Assignee

Signature (In ink) [signature]

Title Executive Vice President

ACKNOWLEDGMENT

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

County of _____

(SEAL)

Notary public (In ink)

My commission expires _____

FAA Form 500, Part 3 (10-63) (Supplants previous editions) (30210)

54

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

53-1

A 279353

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.

CONVEYANCE
JAN 14 11 18 AM '71
FEDERAL AVIATION ADMINISTRATION

RELEASE

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

AIRCRAFT MAKE: Super Catalina

AIRCRAFT SERIAL NUMBER: N2763A

FAA REGISTRATION NUMBER:

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

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

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

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

B. M. Behrends Bank
Name of Mortgagee or Assignee

Signature (In ink) [illegible]

Title Executive Vice President

ACKNOWLEDGMENT

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

County of _____

(SEAL)

_____
Notary public (In ink)

My commission expires _____

FAA Form 500, Part 3 (10-65) (Replaces previous edition)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

52-1

A 279352

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.

CONVEYANCE
JAN 14 11 17 AM '71
FEDERAL AVIATION ADMINISTRATION

RELEASE

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

AIRCRAFT MAKE: Super Catalina

AIRCRAFT SERIAL NUMBER: N31235

FAA REGISTRATION NUMBER:

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

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

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

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

B. M. Behrends Bank
Name of Mortgagee or Assignee

Signature (In ink) M J Meuhee

Title Executive Vice President

ACKNOWLEDGMENT

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

County of _____

(SEAL)

_____
Notary public (In ink)

My commission expires _____

FAA Form 5050, Part 2 (10-60) (Supersedes previous edition) (5050)

52

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

5/-1

F 51583

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

CONVEYANCE RECORDED
JUL 23 8 37 AM '70
FEDERAL AVIATION ADMINISTRATION

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL: Cessna 185 A	
FAA REGISTRATION NUMBER: N 1650 Z	AIRCRAFT SERIAL NUMBER: 185-0450
ENGINE MAKE AND MODEL: Continental 260	ENGINE SERIAL NUMBER:
PROPELLER MAKE:	PROPELLER SERIAL NUMBER(S):
SPARE PARTS AND LOCATION:	

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated 10/8/62, was executed by Alaska Coastal Airlines to The B M Behrends Bank and assigned to None

This conveyance was recorded by the Federal Aviation Administration on 10/11/62 and was assigned conveyance number A 208476

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on May 7, 1970

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).

The B M Behrends Bank
(Name of Security Holder)

SIGNATURE (In Ink) W B Robinson Jr.
W B Robinson Jr.

TITLE Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

C FAA AC 80-3539

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

51

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N 1650Z

SUBJECT: Notice of Recordation of Conveyance

TO: The B. M. Behrends Bank
Box 1871
Juneau, Alaska 99811
Zip

NAME: Alaska Coastal-Ellis Airlines

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated 10/8/62 was recorded on 10/11/62

as conveyance number A 208476 pertaining to N1650Z

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

OKLAHOMA CITY, OKLA.

JUL 20 11 31 AM '70

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

50-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

K 47574

CONVEYANCE RECORDED
OCT 23 12 32 PM '69
FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman G21A	
FAA REGISTRATION NUMBER N48550	AIRCRAFT SERIAL NUMBER
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

The conveyance dated November 1, 1967, was executed by Alaska Coastal Airlines to The B M Behrends Bank and assigned to

This conveyance was recorded by the Federal Aviation Administration on November 21, 1967 and was assigned conveyance number G35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on September 24, 1969

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).

The B M Behrends Bank
(Name of Security Holder)

SIGNATURE (In Ink) W B Robinson, Jr.

TITLE Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

C FAA AC-68-3539

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

50

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____ as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

OKLAHOMA CITY, OKLA.

SEP 30 10 14 AM '69

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

49-1

K 4 7 5 7 2

BUDGET BUREAU NO. 04-R0169: APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

CONVEYANCE RECORDED
OCT 23 12 24 PM '69
FEDERAL AVIATION ADMINISTRATION

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman G 21A	
FAA REGISTRATION NUMBER N 4762 C	AIRCRAFT SERIAL NUMBER
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated Sept 19, 1962, was executed by Alaska Coastal Ellis Airlines to The B M Behrends Bank and assigned to

This conveyance was recorded by the Federal Aviation Administration on October 11, 1962 and was assigned conveyance number A-208476

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on September 24, 1969

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).

The B M Behrends Bank
(Name of Security Holder)

SIGNATURE (In Ink) W B Robinson, Jr.

TITLE Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

C FAA AC 68-3539

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____

as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

48-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

K 47571

CONVEYANCE RECORDED

OCT 23 12 22 PM '69

FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman G21A	
FAA REGISTRATION NUMBER N 4762 C	AIRCRAFT SERIAL NUMBER
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

The conveyance dated May 29, 1958, was executed by Alaska Coastal Airlines to The B M Behrends Bank and assigned to

This conveyance was recorded by the Federal Aviation Administration on July 7, 1958 and was assigned conveyance number 68351

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on September 24, 1969

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).

The B M Behrends Bank
(Name of Security Holder)

SIGNATURE (In Ink) W B Robinson, Jr.

TITLE Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AC 68-3539

48

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____ as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

AC Form 8050-41 (5-68) Supersedes previous edition

47-1

24 October 1969

AC-252

Chattel Mortgage Conveyance Number G35105

The B. M. Behrends Bank
P. O. Box 1871
Attention: Mr. J. B. Durney, Sr.,
Vice President
Juneau, Alaska 99801

We are returning the release of Grumman G21A, N79914, from the chattel mortgage dated 1 November 1967 executed in your favor by Alaska Coastal Airlines and recorded 21 November 1967 as conveyance G35105.

Aircraft N79914 is not covered by this chattel mortgage according to the recorded conveyance in our file. The Grumman aircraft covered are:

N95431	N28369
N4772C	N68157
N4762C	N88821
N48550	N10198
N79901	N74676
N74588	

We have received releases for N4772C, N48550, N79901 and N88821.

If we may be of assistance, please contact us.

ORIGINAL SIGNED BY
VIRGINIA SWIMMER

VIRGINIA SWIMMER
Conveyances Examiner, AC-252

1 Enclosure

cc: Alaska Airlines, Inc.

AC-252:VSwimmer:ndb:24 October 1969

October 1989

AC-232

Chattel Mortgage Conveyance Number 019309

The B. H. Bernards Bank
P. O. Box 1871
Attention: Mr. J. B. Barney, Sr.,
Vice President
Juneau, Alaska 99801

We are returning the release of Uniform UCCA, 8T9901A, from the chattel mortgage dated 1 November 1987 executed in your favor by Alaska General Airlines and recorded 21 November 1987 as conveyance 019309.

Aircraft N7901A is not covered by this chattel mortgage according to the recorded conveyance in our file. The Uniform aircraft covered are:

8T9901	N4670
N4520	N3102
N4720	N3021
N4720	N3069
N4720	N3097
N4720	N3169
N4720	N3169

We have received releases for N4720, N4520, 8T9901 and N7901.

If we may be of assistance, please contact us.

ORIGINAL SIGNED BY
VIRGINIA SWIMMER

VIRGINIA A. SWIMMER
Conveyance Examiner, AC-232

1 Enclosure

cc: Alaska Airlines, Inc.

AC-232:VSwimmer:rdb:24 October 1989

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

arte 9-19

46-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

T 32828

CONVEYANCE RECORDED

OCT 2 2 17 PM '69

FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Gruman Goose G21 A	
FAA REGISTRATION NUMBER N 79901	AIRCRAFT SERIAL NUMBER
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

The conveyance dated November 1, 1967, was executed by Alaska Coastal Airlines, Inc

to The B M Behrends Bank

and assigned to None

This conveyance was recorded by the Federal Aviation Administration on November 21, 1967

and was assigned conveyance number G 35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on September 4, 1969

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).

The B M Behrends Bank
(Name of Security Holder)

SIGNATURE (In Ink) J B Durney
J B Durney

TITLE Senior Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

C FAA AC 68-3539

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

46

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated_____was recorded on_____

as conveyance number_____pertaining to_____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

OKLAHOMA CITY, OKLA.
SEP 22 9 19 AM '69
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

45-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Super Catalina	
FAA REGISTRATION NUMBER N 5584 V	AIRCRAFT SERIAL NUMBER
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

CONVEYANCE RECORDED
SEP 30 1 40 PM '69
FEDERAL AVIATION ADMINISTRATION

P 5 7 6 0 1

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated November 1, 1967, was executed by Alaska Coastal Airlines Inc

to The B M Behrends Bank

and assigned to None

This conveyance was recorded by the Federal Aviation Administration on November 21, 1967

and was assigned conveyance number G 35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on September 4, 1969

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).

The B M Behrends Bank
(Name of Security Holder)

SIGNATURE (In Ink) J B Durney
J B Durney

TITLE Senior Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

C FAA AC 68-3538

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

45

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated_____ was recorded on_____

as conveyance number_____ pertaining to_____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

OKLAHOMA CITY, OKLA.

SEP 22 9 19 AM '69

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

ARE 9-19

44-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Gruman Goose G21 A	
FAA REGISTRATION NUMBER N 4762C	AIRCRAFT SERIAL NUMBER
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

CONVEYANCE RECORDED
SEP 30 10 23 AM '69
FEDERAL AVIATION ADMINISTRATION

P 5 7 5 8 9

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated November 1, 1967, was executed by Alaska Coastal Airlines Inc

to The B M Behrends Bank

and assigned to None

This conveyance was recorded by the Federal Aviation Administration on November 21, 1967

and was assigned conveyance number G 35105

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on September 4, 1969

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).

The B M Behrends Bank
(Name of Security Holder)

SIGNATURE (In Ink) J B Durney
J B Durney

TITLE Senior Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (5-68) Supersedes previous edition

C FAA AC 68-3539

44

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE:

IN REPLY REFER TO: AC-250:N

SUBJECT: Notice of Recordation of Conveyance

TO:

Zip

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated_____was recorded on_____

as conveyance number_____pertaining to_____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

43-1

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.

RELEASE

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

AIRCRAFT MAKE	Grumman Goose G21A
AIRCRAFT SERIAL NUMBER	FAA REGISTRATION NUMBER N-88821

CONVEYANCE RECORDED JUL 8 8 50 AM '69 FEDERAL AVIATION ADMINISTRATION

N 4 3 5 1 3

The mortgage dated November 1, 1967, executed by Alaska Coastal Airlines Inc., (Mortgagor), to The B. M. Behrends Bank, (Mortgagee), and assigned to none.

This mortgage was recorded by the Federal Aviation Agency on November 21 1967, and was assigned document number G 35105.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on May 5, 1969.

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

The B. M. Behrends Bank
Name of Mortgagee or Assignee

Signature (In ink) J. B. Durney
J. B. Durney
Title Senior Vice President

ACKNOWLEDGMENT

State of Alaska
County of at Juneau, Alaska

on this 5 day of May 19 69 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) SEAL

Notary public (In ink)

My commission expires 8-3-71

Form FAA-506, Part 2 (8-62) USE PREVIOUS EDITION FAA AC 62-4633 Functional Code 8050

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

43

MICRO

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

MAY 28 3 04 PM '69

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

42-1

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.

Partial **RELEASE**

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

AIRCRAFT MAKE Cessna 185 Seaplane

AIRCRAFT SERIAL NUMBER N4745Q

FAA REGISTRATION NUMBER N4745Q

B 0 7 6 6 3 4

CONVEYANCE RECORDED
APR 7 1 25 PM '69
FEDERAL AVIATION ADMINISTRATION

The mortgage dated November 1, 1967 was executed

by Alaska Coastal Airlines Inc. (Mortgagor),

to The B. M. Behrends Bank (Mortgagee),

and assigned to none.

This mortgage was recorded by the Federal Aviation Agency on November 21, 1967.

and was assigned document number G35105.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on February 11, 1969.

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

The B.M.Behrends Bank
Name of Mortgagee or Assignee

Signature (In ink) J B Burney

Title Senior Vice President

ACKNOWLEDGMENT

State of Alaska at Juneau, Alaska

County of 1st Judicial Division

on this [illegible] day of February [illegible] 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) SEAL

[illegible]
Notary Public (In ink)

My commission expires 5-21-70

Form FAA-506, Part 2 (8-62) USE PREVIOUS EDITION FAA AC 62-4633

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

MAR 14 3 02 PM '65

OKLAHOMA CITY, OKLA.

MICRO

42

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

M APR 19 1968

41-1

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

FEDERAL AVIATION AGENCY

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALITY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N 2763A	CV-28-5ACF ~~SUPER CATALINA~~	21232

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.

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

Seattle-Tacoma International Airport

CITY	COUNTY	STATE	ZIP CODE
Seattle	King	Washington	98158

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

If executed for co-ownership all applicants must sign.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[illegible]	Exec Vice Pres Oprns & Maintenance	4/11/68
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 6164 x1005 00 3B

FAA Form 8050-1 (3-66) SUPERSEDES FAA FORM 500-2 0052-628-9000

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

41

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

50-1
47

FEDERAL AVIATION AGENCY

CROSS-REFERENCE—RECORDATION

(Space for release stamp)

AIRCRAFT N-

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

TYPE OF CONVEYANCE Articles of Merger + Certificate of Merger

DATE EXECUTED 3/27/68

~~FROM~~ Alaska Coastal Airlines, Inc. into

DOCUMENT NO.

~~TO OR ASSIGNED TO~~ Alaska Airlines, Inc.

DATE RECORDED

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)

TOTAL NUMBER INVOLVED:

ENGINES

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

TOTAL NUMBER INVOLVED

FAA FORM-506 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

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

☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ LOCATION LISTED ABOVE

☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

AC Form 2055 (10-64)

FAA AC 64-6206

(8050)

40

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

fbw 11-24-88

4G

39-3

FEDERAL AVIATION AGENCY

CROSS-REFERENCE—RECORDATION

SEE RECORDED CONVEYANCE NUMBER 26

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.

SEE RECORDED CONVEYANCE (Space for recorder stamp)
NUMBER 1102183817
AIRCRAFT N— ~~[illegible]~~

SEE RECORDED CONVEYANCE
NUMBER ~~[illegible]~~

TYPE OF CONVEYANCE: Chattel Mortgage	DATE EXECUTED: 11-1-67
FROM: Alaska Coastal Airlines Inc.	DOCUMENT NO.: 935105
TO ~~OR ASSIGNED TO~~: The B. M. Behrends Bank	DATE RECORDED: 11-21-67

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

2763A
196N
1019N
28369
31235
4745Q
4760C
4762C
4772CK
48550
5584VK
68157
74588
74676
7990M
88821
95431

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FAA FORM-506 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FAA FORM-506 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED

FAA FORM-506 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

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

AC Form 2055 (10-64) FAA AC 64-6206 (8050)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

39-2

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

39-1

2A

I certify that this copy has been compared with the original and is a true copy.

N. Marshall
Notary Public for Alaska
My commission expires 3-9-68

SEAL

FLAP DOWN G 3 5 1 0 5

CHATTEL MORTGAGE

FILED
NOV 2 REC'D
DISTRICT COURT AND RECORDER

THIS MORTGAGE, made this 1st day of November, 1967, by ALASKA COASTAL AIRLINES, INC., of JUNEAU, Alaska, as mortgagor(s), to The B. M. Behrends Bank, a banking corporation, of Juneau, Alaska, as mortgagee(s), WITNESSETH:

CONVEYANCE RECORDED

NOV 21 9 01 AM '67

The Mortgagor(s) hereby sell(s), convey(s), confirm(s) and mortgage(s) unto mortgagee(s) all of the following described assets and property situated in JUNEAU, Alaska, and particularly described as follows, to-wit:

FEDERAL AVIATION ADMINISTRATION

SEE RECORDED CONVEYANCE NUMBER

Super Catalina - N2763A
Super Cataline - N31235
Super Catalina - N4760C
Super Catalina - N5584V

Convair 240 - - N196NL

Cessna 185 Seaplane - N4745Q

Grumman Turbo Goose - N5421

Grumman G21A (Standard) N4772C N28369
N4762C N68157
N48550 N88821
N79901 N1019N
N74588 N74675

as security for the payment to mortgagee(s) of the sum of Seven Hundred Thirty Thousand and NO/100 - - - ($ 730,000.00) Dollars, lawful money of the United States, with interest thereon at the rate of 6 1/2 percent per annum, which debt is evidenced by a promissory note made by mortgagor(s) to mortgagee(s) under date of November 1, 1967, and is payable as follows:

An installment of Thirty Five Thousand ($35,000.00) Dollars, together with interest on all deferred balances at the rate of six and one half (6 1/2%) per cent per annum on or before the first day of January 1968, a like installment of principal and interest on or before the first day of April, 1968, a like installment of principal and interest on or before the first day of July, 1968, a like installment of principal and interest on or before the first day of October, 1968, but the whole of said principal and interest shall be paid in full on or before November 1, 1968.

[illegible] mortgagee(s) and with interest thereon at the rate specified in said promissory note shall be secured hereby and further, should the mortgagor(s) fail or refuse to effect said insurance, the mortgagee(s) may effect it and, in such event, all premiums and monies paid by the mortgagor(s) for such insurance shall be immediately repayable by the mortgagor(s) to the mortgagee(s) and shall become at once an indebtedness from the mortgagor(s) to the mortgagee(s), and, with interest thereon at the rate specified in said promissory note, shall be secured hereby.

NOTICE WITH REFERENCE TO LACK OF MOTOR VEHICLE INSURANCE REQUIRED BY SECTION 28.10.460 ALASKA STATUTES.

IT IS FURTHER AGREED by and between the mortgagor and mortgagee that mortgagor has been notified and knows and acknowledges receipt of notice and is fully aware of the fact that the B. M. Behrends Bank has required mortgagor to cover said above described motor vehicle only with collision insurance and comprehensive insurance coverage, including fire and theft, and that the policies of insurance required by said mortgagee DOES NOT INSURE MORTGAGOR against any damage whatever resulting from mortgagor's ownership or operation of the above-described motor vehicle arising by reason of personal injury to or the death of any person or from injury to any property. Mortgagor acknowledges that if mortgagor desires to be insured against damages resulting from the ownership or operation of the above-mortgaged vehicle arising by reason of personal injury to or the death of any person, or from injury to property said mortgagor must obtain such insurance policy on mortgagor's own behalf.

IT IS FURTHER AGREED by and between the mortgagor(s) and the mortgagee(s) that, should the mortgagor(s) fail or refuse to perform any or either of the foregoing covenants and agreements, or fail or refuse to pay said promissory note, or the principal or any part thereof, or said interest or any part thereof, as provided in said promissory note, or should the mortgagor(s) fail or refuse to perform any of the conditions or terms herein contained, the whole of said principal and interest, then remaining unpaid, immediately shall become due and payable in the discretion of the mortgagee(s) and the latter may proceed to enforce payment of said promissory note and to foreclose this mortgage, and, in such event, the mortgagee(s), or its servants, agents, and employees may take possession of all of said property and use all necessary force so to do and may sell immediately any or all of said property, either with or without first or ever instituting any suit, action or other proceedings in any court or other judicial forum, at public auction, in Juneau, Alaska, upon first giving ten days' notice thereof by posting in three public places in Juneau, Alaska, and, from the proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said sale, and all costs of said foreclosure, whether by suit or otherwise, and all disbursements made by mortgagee(s) for which mortgagor(s) should have paid under the terms hereof.

The mortgagor(s) hereby appoint(s), empower(s) and authorize(s), in the event of any default by the mortgagor(s) either in the terms hereof or of said promissory note, the Commissioner of Public Safety or any officer of the State Police of Alaska in the Judicial District in which said property is situated, as well as the mortgagee(s), and any agent, servant or employee of the mortgagee(s), to execute the power of sale hereinabove granted by the mortgagor(s) and to advertise and sell the above mortgaged property, and the whole or any part thereof, upon the request of the mortgagee(s), in the manner provided by law, but without the necessity of any foreclosure proceedings or other proceedings in any Court or Judicial forum, and to apply the proceeds, if any, derived from said sale, upon all monies due the mortgagee(s) hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said mortgagor(s).

IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the mortgagor(s) during the term hereof and that the mortgagor(s) may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto. If more than one joins in the execution hereof or if any be of the feminine sex, the pronouns and relative words shall be read as if written in the plural or the feminine, respectively.

WITNESS the hand(s) and seal(s) of the mortgagor(s) on the day and year herein first above written.
Signed, sealed and delivered in the presence of:

N. Marshall

ALASKA COASTAL AIRLINES, INC.
By: President (Seal)
By: Executive Vice President (Seal)

JUNEAU
Serial No. 67-2069
original

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

I certify that this copy has been compared with the original and is a true copy.

Notary Public for Alaska
My commission expires 3-9-68

SEAL

39-1 1A

FLAP UP G 35 105

CHATTEL MORTGAGE

THIS MORTGAGE, made this 1st day of November, 1967, by ALASKA COASTAL AIRLINES, INC. of JUNEAU, Alaska, as Mortgagor(s), to The B. M. Behrends Bank, a banking corporation, of Juneau, Alaska, as mortgagee(s), WITNESSETH:

The Mortgagor(s) hereby sell(s), convey(s), confirm(s) and mortgage(s) unto mortgagee(s) all of the following described assets and property now situated in JUNEAU, Alaska, and particularly described as follows, to-wit:

CONVEYANCE RECORDED NOV 21 1967 9 01 AM

FILED RECORD DISTRICT COURT AND RECORDER NOV 21 1967

FEDERAL AVIATION

SEE ATTACHED LIST

And, also as security for the full and faithful discharge and performance of all obligations and promises by said mortgagor(s) herein contained.

The mortgagor(s) hereby promise(s) to pay each installment of principal and interest thereon, at the time and in the manner specified in said note, and, also, at the cost of said mortgagor(s), during the term hereof to keep said mortgaged property in good condition and repair, and, also, to effect and, during the term hereof cause said mortgaged property to be insured against loss and damage by fire and all other insurable risks in the sum of not less than $ 730,000.00, with good and responsible insurers satisfactory to mortgagee(s), with the loss, if any, payable to mortgagee(s) as its interest may appear therein, and also, to not remove, or permit to be moved, any part of said mortgaged property from the above described location without first obtaining the written consent of the mortgagee(s).

The mortgagor(s) hereby declare(s) and warrant(s) to the mortgagee(s), that the mortgagor(s) is (are) the absolute owner(s), and in possession, of all the said mortgaged property, and that said property is free and clear of all liens, encumbrances, and adverse claims, and that the mortgagor(s) ha_____ good and legal right to mortgage and convey said property.

The mortgagor(s) hereby further agree(s) to pay all taxes, assessments, rentals, fees, and all other charges, fines or impositions which may be levied or assessed against said property, or any part thereof during the term hereof; and, should the mortgagor(s) fail to pay same, the mortgagee(s) may pay the same, and, in such event, the amount so paid by the mortgagee(s) shall become immediately due and owing by the mortgagor(s) to the mortgagee(s) and an indebtedness of the mortgagor(s) to the mortgagee(s) and with interest thereon at the rate specified in said promissory note shall be secured hereby and further, should the mortgagor(s) fail or refuse to effect said insurance, the mortgagee(s) may effect it and, in such event, all premiums and monies paid by the mortgagor(s) for such insurance shall be immediately repayable by the mortgagor(s) to the mortgagee(s) and shall become at once an indebtedness from the mortgagor(s) to the mortgagee(s), and, with interest thereon at the rate specified in said promissory note, shall be secured hereby.

NOTICE WITH REFERENCE TO LACK OF MOTOR VEHICLE INSURANCE REQUIRED BY SECTION 28.10.460 ALASKA STATUTES.

IT IS FURTHER AGREED by and between the mortgagor and mortgagee that mortgagor has been notified and knows and acknowledges receipt of notice and is fully aware of the fact that the B. M. Behrends Bank has required mortgagor to cover said above described motor vehicle only with collision insurance and comprehensive insurance coverage, including fire and theft, and that the policies of insurance required by said mortgagee DOES NOT INSURE MORTGAGOR against any damage whatever resulting from mortgagor's ownership or operation of the above-described motor vehicle arising by reason of personal injury to or the death of any person or from injury to any property. Mortgagor acknowledges that if mortgagor desires to be insured against damages resulting from the ownership or operation of the above-mortgaged vehicle arising by reason of personal injury to or the death of any person, or from injury to property said mortgagor must obtain such insurance policy on mortgagor's own behalf.

IT IS FURTHER AGREED by and between the mortgagor(s) and the mortgagee(s) that, should the mortgagor(s) fail or refuse to perform any or either of the foregoing covenants and agreements, or fail or refuse to pay said promissory note, or the principal or any part thereof, or said interest or any part thereof, as provided in said promissory note, or should the mortgagor(s) fail or refuse to perform any of the conditions or terms herein contained, the whole of said principal and interest, then remaining unpaid, immediately shall become due and payable in the discretion of the mortgagee(s) and the latter may proceed to enforce payment of said promissory note and to foreclose this mortgage, and, in such event, the mortgagee(s), or its servants, agents, and employees may take possession of all of said property and use all necessary force so to do and may sell immediately any or all of said property, either with or without first or ever instituting any suit, action or other proceedings in any court or other judicial forum, at public auction, in Juneau, Alaska, upon first giving ten days' notice thereof by posting in three public places in Juneau, Alaska, and, from the proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said sale, and all costs of said foreclosure, whether by suit or otherwise, and all disbursements made by mortgagee(s) for which mortgagor(s) should have paid under the terms hereof.

The mortgagor(s) hereby appoint(s), empower(s) and authorize(s), in the event of any default by the mortgagor(s) either in the terms hereof or of said promissory note, the Commissioner of Public Safety or any officer of the State Police of Alaska in the Judicial District in which said property is situated, as well as the mortgagee(s), and any agent, servant or employee of the mortgagee(s), to execute the power of sale hereinabove granted by the mortgagor(s) and to advertise and sell the above mortgaged property, and the whole or any part thereof, upon the request of the mortgagee(s), in the manner provided by law, but without the necessity of any foreclosure proceedings or other proceedings in any Court or Judicial forum, and to apply the proceeds, if any, derived from said sale, upon all monies due the mortgagee(s) hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said mortgagor(s).

IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the mortgagor(s) during the term hereof and that the mortgagor(s) may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto. If more than one joins in the execution hereof or if any be of the feminine sex, the pronouns and relative words shall be read as if written in the plural or the feminine, respectively.

WITNESS the hand(s) and seal(s) of the mortgagor(s) on the day and year herein first above written.
Signed, sealed and delivered in the presence of:

ALASKA COASTAL AIRLINES, INC.
By: President (Seal)
By: Executive Vice President (Seal)

JUNEAU
Serial No. 67-2069
original

Acct No. 9-A-3816 A 7500

MORTGAGOR(s) ACKNOWLEDGMENT

STATE OF ALASKA
FIRST JUDICIAL DISTRICT } SS.

THIS CERTIFIES that on this 1st day of November, 19 67, in Juneau, Alaska, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared ALASKA COASTAL AIRLINES, INC. Executive Vice President S.B. Simons, Pres. & O. F. Benecke, to me known and known to me to be the person(s) he, she, or they represent themselves to be, and the same person(s) who executed the foregoing mortgage as (on behalf of) mortgagor(s) and acknowledged to me that THEY executed the same freely and voluntarily as mortgagor(s) free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

N. J. Marshall
Notary Public for Alaska

3-9-68
My commission expires:

SEAL

MORTGAGOR'S AFFIDAVIT

STATE OF ALASKA
FIRST JUDICIAL DISTRICT } SS.

S. B. Simons and O. F. Benecke, being first duly sworn, deposes and says: That he, she, or they is, are the mortgagor(s) named in the foregoing mortgage, that said mortgage, is made in good faith to secure the sums therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts stated therein and herein and same are true and correct as he, she or they verily believes.

By: S B Simons
President

ALASKA COASTAL AIRLINES, INC.
By: Executive Vice President

SUBSCRIBED and SWORN to before me this 1st day of November, 19 67

N. J. Marshall
Notary Public for Alaska

3-9-68
My commission expires:

SEAL

STATE OF ALASKA
FIRST JUDICIAL DISTRICT } SS.

J. B. Durney, being first duly sworn, deposes and says: That he is Senior Vice President of The B. M. Behrends Bank named in the foregoing mortgage; that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts therein contained and that the same are true and correct as affiant verily believes; that he makes this affidavit on behalf of the mortgagee(s).

J B Durney

SUBSCRIBED and SWORN to before me at Juneau, Alaska, this 1st day of November, 19 67

N. J. Marshall
Notary Public for Alaska

3-9-68
My commission expires:

SEAL

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

2E

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.

38-1

RELEASE

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

AIRCRAFT MAKE (3) Super Catalinas (4) Grummans

AIRCRAFT SERIAL NUMBER

FAA REGISTRATION NUMBER Catalinas N2773A, N31235
N4760C Grummans N4773C, N4772C, N4763C

The mortgage dated June 30, 1965 was executed

by Alaska Coastal-Ellis Airlines, a corporation, (Mortgagor),

to The B. M. Behrends Bank, (Mortgagee),

and assigned to

This mortgage was recorded by the Federal Aviation Agency on August 12, 1965,

and was assigned document number CD31047.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on November 1, 1967.

FEDERAL AVIATION ADMINISTRATION
NOV 21 8 50 AM '67
CONVEYANCE RECORDED
35103

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

The B. M. Behrends Bank
Name of Mortgagee or Assignee

Signature (In ink) [signature]

Title Senior Vice President

ACKNOWLEDGMENT

State of ALASKA

County of FIRST JUDICIAL DISTRICT

on this 3rd day of November 1967, 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) SEAL

[signature]
Notary public (In ink)
Notary Public for Alaska.

My commission expires 3-9-68

Form FAA-506, Part 2 (8-62) USE PREVIOUS EDITION FAA AC 62-4633 Functional Code 8050

REGISTRY

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

Nov 9 2 38 PM '67

OKLAHOMA CITY, OKLA.

Nov 9 2 38 PM '67

OKLAHOMA CITY, OKLA.

38

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

Petitioner 26

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. 37-1

RELEASE

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

AIRCRAFT MAKE: Cesna 185

AIRCRAFT SERIAL NUMBER:

FAA REGISTRATION NUMBER: N 1650 Z

MAR 3 9 46 AM '67 FEDERAL AVIATION AGENCY

DOC RECORDED R 21868

The mortgage dated June 30, 1965 was executed

by Alaska Coastal Ellis Airlines, (Mortgagor),

to The B. M. Behrends Bank, (Mortgagee),

and assigned to none.

This mortgage was recorded by the Federal Aviation Agency on August 12, 1965,

and was assigned document number C 031047.

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

on February 14, 1967.

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

The B. M. Behrends Bank
Name of Mortgagee or Assignee

Signature (In ink) J. B. Durney
J. B. Durney

Title Executive Vice President

ACKNOWLEDGMENT

State of Alaska

~~County of~~ at Juneau, Alaska

on this 14 day of February 19 67 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) SEAL

W. J. Burchee
Notary public (In ink)

My commission expires 7-19-68

Form FAA-506, Part 2 (8-62) USE PREVIOUS EDITION FAA AC 62-4633 Functional Code 8050

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

37

MICRO

27638

FEDERAL AVIATION
AGENCY--AIRCRAFT
REGISTRATION BRANCH
FEB 16 1 01 PM '67
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

36-1

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

FEDERAL AVIATION AGENCY

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION *(Check one box)*

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

NATIONALITY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No:
N 2763A	Convair 28-5ACF	21232

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

Alaska Coastal Airlines, Inc.

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

2 Marine Way

CITY	COUNTY	STATE	ZIP CODE
Juneau		Alaska	99801

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

If executed for co-ownership all applicants must sign.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
By: [signature]	Exec V. Pres.	6/16/66
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

FAA Form 8050-1 (3-66) SUPERSEDES FAA FORM 500-2 1A 0052-628-9000

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

36

MICRO

X

27883A Convair 28-580F 21282

Alaska Coastal Airlines, Inc.

2 Airline Way

Juneau Alaska 99801

FEDERAL AVIATION
AGENCY-AIRCRAFT
REGISTRATION BRANCH
JUN 27 11 04 AM '66
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

35-1

AIRCRAFT BILL OF SALE

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

MICROFILM CODE

1C JC

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

AIRCRAFT MAKE AND MODEL: Convair 28-5ACF

MANUFACTURER'S SERIAL NUMBER: 21232

NATIONALITY AND REGISTRATION MARKS: N-2763A

does this 16th day of June 19 66 hereby sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:

PURCHASER

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

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

DOC. RECORDED
JUL 7 3 53 PM '66
FAA
AIRCRAFT REGISTRY

C 0 3 8 5 1 9

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

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

IN FAVOR OF: The B. M. Behrends Bank, Juneau, Alaska

in testimony whereof I have set my hand and seal this 16th day of June 19 66.

SELLER

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

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

JE27 7292 0005 00E

GPO 824-397

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

46

FEDERAL AVIATION AGENCY
CROSS-REFERENCE - RECORDATION

(Space for release stamp) 34-3

AIRCRAFT N-- 2763A

SEE RECORDED CONVEYANCE NUMBER M35103

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

TYPE OF CONVEYANCE: Chattel Mortgage	DATE EXECUTED: 6-30-65
FROM: Alaska Coastal-Ellie Airlines	DOCUMENT NO.: C031847
TO OR ASSIGNED TO: B.M. Behrends Bank	DATE RECORDED: 8-12-65

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

2763A
31235
4773C
88820
4760C
4772C
4762C
16503

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (*Check one*)

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

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

34-2

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

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

TYPE OF CONVEYANCE: Chattel Mortgage	DATE EXECUTED: 6-30-65
FROM: Alaska Coastal Airlines	DOCUMENT NO.: 03947
TO OR ASSIGNED TO: Wm. Robinson Bank	DATE RECORDED: 8-12-65

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

N 7234
N 3135
N 7736
N 8820
N 7160
N 7136
N 7260
N 1569

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 ROLLER N-7234 ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

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

Form FAA-171 (8-59)

050 800922

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

2A
34-1

JUNEAU

CHATTEL MORTGAGE

Serial No. 65-7734 C 0 3 1 0 4 7

THIS MORTGAGE, made this 30th day of June, 19 65, by ALASKA COASTAL-ELLIS AIRLINES, a corporation of Juneau, Alaska, as mortgagor(s), to The B. M. Behrends Bank, a banking corporation, of Juneau, Alaska, as mortgagee(s), WITNESSETH:

The Mortgagor(s) hereby sell(s), convey(s), confirm(s) and mortgage(s) unto mortgagee(s) all of the following described assets and property now situated in Juneau, Alaska, and particularly described as follows:

DOC. RECORDED

Super Catalina 28-5ACF-EMO, FAA No. N2763A; and Super Catalina 28-5ACF-EMO, FAA No. N4760C; and
Super Catalina 28-5ACF-EMO, FAA No. N31235; and Grumman Goose G-21A, FAA No. N4772C; and
Grumman Goose G-21A, FAA No. N4773C; and Grumman Goose G-21A, FAA No. N4762C; and
Grumman Goose G-21A, FAA No. N88820; and Cessna 185, FAA No. N1650Z.

FAA
AIRCRAFT REGISTRY

as security for the payment to mortgagee(s) of the sum of Three Hundred Twenty Eight Thousand &NO/100 ($328,000.00-) Dollars, lawful money of the United States, with interest thereon at the rate of 5 1/2 percent per annum, which debt is evidenced by a promissory note made by mortgagor(s) to mortgagee(s) under date of June 30, 1965, and is payable as follows:

An installment of Eighteen Thousand ($18,000.00) Dollars, together with interest on all deferred balances at the rate of five and one half (5 1/2%) per cent per annum on or before the first day of July 1965, on or before the first day of October 1965, on or before the first day of January 1966, on or before the first day of April 1966 and a like sum of principal and interest quarterly thereafter until said principal sum and interest are all paid in full, but the whole of said principal and interest shall be paid in full on or before June 30, 1970.

and, also as security for the full and faithful discharge and performance of all obligations and promises by said mortgagor(s) herein contained.

The mortgagor(s) hereby promise(s) to pay each installment of principal and interest thereon, at the time and in the manner specified in said note, and, also, at the cost of said mortgagor(s), during the term hereof to keep said mortgaged property in good condition and repair, and, also, to effect and, during the term hereof cause said mortgaged property to be insured against loss and damage by fire and all other insurable risks in the sum of not less than $ 328,000.00, with good and responsible insurers satisfactory to mortgagee(s), with the loss, if any, payable to mortgagee(s) as its interest may appear therein, and also, to not remove, or permit to be moved, any part of said mortgaged property from the above described location without first obtaining the written consent of the mortgagee(s).

The mortgagor(s) hereby declare(s) and warrant(s) to the mortgagee(s), that the mortgagor(s) is (are) the absolute owner(s) and in possession, of all the said mortgaged property, and that said property is free and clear of all liens, encumbrances, and adverse claims, and that the mortgagor(s) ha s good and legal right to mortgage and convey said property.

The mortgagor(s) hereby further agree(s) to pay all taxes, assessments, rentals, fees, and all other charges, fines or impositions which may be levied or assessed against said property, or any part thereof, during the term hereof; and, should the mortgagor(s) fail to pay same, the mortgagee(s) may pay the same, and, in such event, the amount so paid by the mortgagee(s) shall become immediately due and owing by the mortgagor(s) to the mortgagee(s) and an indebtedness of the mortgagor(s) to the mortgagee(s) and with interest thereon at the rate specified in said promissory note shall be secured hereby and further, should the mortgagor(s) fail or refuse to effect said insurance, the mortgagee(s) may effect it and, in such event, all premiums and monies paid by the mortgagor(s) for such insurance shall be immediately repayable by the mortgagor(s) to the mortgagee(s) and shall become at once an indebtedness from the mortgagor(s) to the mortgagee(s), and, with interest thereon at the rate specified in said promissory note, shall be secured hereby.

NOTICE WITH REFERENCE TO LACK OF MOTOR VEHICLE INSURANCE REQUIRED BY CHAPTER 124, SLA 1951, AND PARTICULARLY SECTION 6 THEREOF AS AMENDED BY NEW SECTION NO. 12 BY CHAPTER 25, SLA 1961.

IT IS FURTHER AGREED by and between the mortgagor and mortgagee that mortgagor has been notified and knows and acknowledges receipt of notice and is fully aware of the fact that the B. M. Behrends Bank has required mortgagor to cover said above described motor vehicle only with collision insurance and comprehensive insurance coverage, including fire and theft, and that the policies of insurance required by said mortgagee DOES NOT INSURE MORTGAGOR against any damage whatever resulting from mortgagor's ownership or operation of the above-described motor vehicle arising by reason of personal injury to or the death of any person or from injury to any property. Mortgagor acknowledges that if mortgagor desires to be insured against damages resulting from the ownership or operation of the above-mortgaged vehicle arising by reason of personal injury to or the death of any person, or from injury to property said mortgagor must obtain such insurance policy on mortgagor's own behalf.

IT IS FURTHER AGREED by and between the mortgagor(s) and the mortgagee(s) that, should the mortgagor(s) fail or refuse to perform any or either of the foregoing covenants and agreements, or fail or refuse to pay said promissory note, or the principal or any part thereof, or said interest or any part thereof, as provided in said promissory note, or should the mortgagor(s) fail or refuse to perform any of the conditions or terms herein contained, the whole of said principal and interest, then remaining unpaid, immediately shall become due and payable in the discretion of the mortgagee(s) and the latter may proceed to enforce payment of said promissory note and to foreclose this mortgage, and, in such event, the mortgagee(s), or its servants, agents, and employees may take possession of all of said property and use all necessary force so to do and may sell immediately any or all of said property, either with or without first or ever instituting any suit, action or other proceedings in any court or other judicial forum, at public auction, in Juneau, Alaska, upon first giving ten days' notice thereof by posting in three public places in Juneau, Alaska, and, from the proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said sale, and all costs of said foreclosure, whether by suit or otherwise, and all disbursements made by mortgagee(s) for which mortgagor(s) should have paid under the terms hereof.

The mortgagor(s) hereby appoint(s), empower(s) and authorize(s), in the event of any default by the mortgagor(s) either in the terms hereof or of said promissory note, the Commissioner of Public Safety or any officer of the State Police of Alaska in the Judicial District in which said property is situated, as well as the mortgagee(s), and any agent, servant or employee of the mortgagee(s), to execute the power of sale hereinabove granted by the mortgagor(s) and to advertise and sell the above mortgaged property, and the whole or any part thereof, upon the request of the mortgagee(s), in the manner provided by law, but without the necessity of any foreclosure proceedings or other proceedings in any Court or Judicial forum, and to apply the proceeds, if any, derived from said sale, upon all monies due the mortgagee(s) hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said mortgagor(s).

IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the mortgagor(s) during the term hereof and that the mortgagor(s) may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto. If more than one joins in the execution hereof or if any be of the feminine sex, the pronouns and relative words shall be read as if written in the plural or the feminine, respectively.

WITNESS the hand(s) and seal(s) of the mortgagor(s) on the day and year herein first above written.

Signed, sealed and delivered in the presence of:

ALASKA COASTAL-ELLIS AIRLINES

By: President (Seal)

By: Executive Vice President (Seal)

SEAL

(NOTE: Complete Reverse Side)

30 JUL 06 1965

30 AUG 04 1965

FILED
JUL 2 - 1965
DISTRICT MAGISTRATE
AND RECORDER

5 1088

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MORTGAGOR(S) ACKNOWLEDGEMENT

STATE OF ALASKA
FIRST JUDICIAL DISTRICT } SS.

THIS CERTIFIES that on this 30th day of June, 19 65, in Juneau, Alaska, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared S. B. Simmons, President and O. F. Benecke, Executive Vice President of Alaska Coastal-Ellis Airlines, a corporation to me known and known to me to be the person(s) he, she, or they represent themselves to be, and the same person(s) who executed the foregoing mortgage as (on behalf of) mortgagor(s) and acknowledged to me that they executed the same freely and voluntarily as mortgagor(s) free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public for Alaska

My commission expires: 3-9-68

SEAL

MORTGAGOR'S AFFIDAVIT

STATE OF ALASKA
FIRST JUDICIAL DISTRICT } SS.

S. B. Simmons and O. F. Benecke, being first duly sworn, deposes and says: That he, she, or they is, are the mortgagor(s) named in the foregoing mortgage, that said mortgage, is made in good faith to secure the sums therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts stated therein and herein, and same are true and correct as he, she or they verily believes.

ALASKA COASTAL-ELLIS AIRLINES

By: President

By: Executive Vice President

SUBSCRIBED and SWORN to before me this 30th day of June, 19 65

Notary Public for Alaska

My commission expires: 3-9-68

SEAL

STATE OF ALASKA
FIRST JUDICIAL DISTRICT } SS.

J. B. Durney, being first duly sworn, deposes and says: That he is Executive Vice President of the B. M. Behrends Bank, named in the foregoing mortgage; that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts therein contained and that the same are true and correct as affiant verily believes; that he makes this affidavit on behalf of the mortgagee(s).

SEAL

SUBSCRIBED and SWORN to before me at Juneau, Alaska, this 30th day of June, 19 65

Notary Public for Alaska

My commission expires: 3-9-68

SEAL

I certify that this copy has been compared with the original and is a true copy.

Notary Public for Alaska
My commission expires 3-9-68

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FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

33-15

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N- 2763A

SEE RECORDED CONVEYANCE NUMBER A219353

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

TYPE OF CONVEYANCE: Chattel Mortgage	DATE EXECUTED: September 19, 1962
FROM: Alaska Coastal - Ellis Airlines	DOCUMENT NO.: A208471
TO OR ASSIGNED TO: The B.M. Behrends Bank	DATE RECORDED: October 11, 1962

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

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

SEE RECORDED CONVEYANCE NUMBER 828386

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

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

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

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FEDERAL AVIATION AGENCY
CROSS-REFERENCE - RECORDATION

RO

This form is to be used in all cases where conveyance records that the aircraft or aircraft engines and propellers, whether currently in the registry of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, showing the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE	DATE EXECUTED
FROM	DOCUMENT NO.
TO OR ASSIGNED TO	DATE RECORDED

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

SEE RECORDED CONVEYANCE NUMBER

ENGINES — TOTAL NUMBER INVOLVED:
MAKE(S)

FORM FAA-1597 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED
MAKE(S)

FORM FAA-1597 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1597 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

☐ AIRCRAFT FOLDER
☐ LOCATION LISTED ABOVE
☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE
☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

(Form FAA-177) (8-59)
OTO 2 PAGES

33-13

FILED
SEP 19 1962
DISTRICT MAGISTRATE AND RECORDER

CHATTEL MORTGAGE

THIS MORTGAGE, made this 19 day of September, 1962, by ALASKA COASTAL - ELLIS AIRLINES, a corporation, of Juneau, Alaska, as Mortgagor, to THE B. M. BEHRENDS BANK, abanking corporation organized and existing under the laws of the State of Alaska, with its principal place of business in Juneau, Alaska, as Mortgagee, WITNESSETH:

Box 1871 Juneau Alaska

That Mortgagor hereby mortgages and conveys to Mortgagee all that personal property now situated in Juneau, Alaska, and more particularly described as follows:

One (1) Super Catalina 28-5ACF-EMQ, FAA No. N2763A; and

One (1) Super Catalina 28-5ACF-EMQ, FAA No. N4760C; and

One (1) Super Catalina 28-5ACF-EMQ, FAA No. N31235; and

One (1) Grumman Goose G-21A, FAA No. N4772C; and

One (1) Grumman Goose G-21A, FAA No. N4773C; and

One (1) Grumman Goose G-21A, FAA No. N4762C; and

One(1) Grumman Goose G-21A, FAA No. N8882O; and

One (1) Cessna 185, FAA No. N1650Z; and

Also, together with all engines installed at any and all times in either or any of said above-described aircraft, and the tackle, apparel, radios, tools, floats, wheels, appliances, all electrical machinery and equipment, and all other miscellaneous equipment and all usual and necessary parts of, located in, or attached to either or any of said above-described aircraft and removable therefrom, and whether removed for repairs or actually in or upon said aircraft or either of them, and all licenses, franchises, and leases appertinent thereto or held by the Mortgagor in connection therewith,

as security for the payment of said Mortgagee of the sum of FOUR HUNDRED TWENTY EIGHT THOUSAND ($428,000.00) DOLLARS, lawful money of the United States of America, with interest thereon at the rate of Five and one half (5 1/2%) per cent per annum, according to the terms of that certain promissory note bearing date even herewith, in the principal sum of

A 208476
Grant (B) RC
N-2763A Partial

DOC. RECORDED
OCT 11 3 52 PM '62
FEDERAL AVIATION AGENCY

JUNEAU
Serial No. 62-2832 C/M 4649

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

OCT 8 2 29 PM '62

OKLAHOMA CITY, OKLA.

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

SEP 24 1 39 PM '62

OKLAHOMA CITY, OKLA.

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FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

$428,000.00, together with interest thereon at said rate, which note has been executed and delivered by said Mortgagor to said Mortgagee and which note is payable as follows:

> An installment of Eighteen Thousand ($18,000.00) Dollars, together with interest on all deferred balances at the rate of five and one half (5 1/2%) per cent per annum on or before the first day of January, 1963, a like installment of principal and interest on or before the first day of April, 1963, a like installment of principal and interest on or before the first day of July, 1963, a like installment of principal and interest on or before the first day of October, 1963, and a like installment of principal and interest on or before the first day of January, the first day of April, the first day of July, and the first day of October of each and every year thereafter until said principal sum and interest are all paid in full, but the whole of said principal and interest shall be paid in full on or before October 1, 1968;

and, also, as security for the full and faithful discharge and performance of all obligations and promises by said Mortgagor herein contained.

The Mortgagor hereby promises to pay said sum of $428,000.00, together with said interest thereon, at the time and in the manner specified in said promissory note, and, also, at the cost of said Mortgagor, during the term hereof to keep said mortgaged property in good condition and repair, and, also, to effect and, during the term hereof, maintain hull and fire insurance upon said property in the sum of not less than $428,000.00 with good and responsible insurers satisfactory to said Mortgagee, with the loss, if any, payable to the Mortgagee as its interest may appear herein, and, also, to not remove, or permit to be removed, any part of said mortgaged property from the State of Alaska without first obtaining the written consent of the Mortgagee.

The Mortgagor hereby declares and warrants to the Mortgagee and the heirs, executors, administrators, successors and assigns of Mortgagee, that the Mortgagor is the absolute owner, and in possession, of all said mortgaged property, and that said property is free and clear of all liens, encumbrances, and adverse claims, and that the Mortgagor has good and legal right to mortgage and convey said property; subject, only to the following

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express conditions and reservations, namely: NONE.

The Mortgagor hereby further agrees to pay all taxes, assessments, rentals, fees, and all other governmental or municipal charges, fines or impositions which may be levied or assessed against said property, or any part thereof, during the term hereof; and, should the Mortgagor so fail to pay said taxes, assessments, rentals, fees and other governmental or municipal charges, fines or impositions, or any of them, then the Mortgagee may pay the same, and, in such event, the amount so paid by the Mortgagee shall become immediately due and owing by the Mortgagor to the Mortgagee and an indebtedness of the Mortgagor to the Mortgagee with interest thereon at the rate specified in said promissory note shall be secured hereby and further, should the Mortgagor fail or refuse to effect said insurance, the Mortgagee may effect it and, in such event, all premiums and monies paid by the Mortgagee for such insurance shall be immediately repayable by the Mortgagor to the Mortgagee and shall become at once an indebtedness from the Mortgagor to the Mortgagee, and, with interest thereon at the rate specified in said promissory note, shall be secured hereby.

The Mortgagor further agrees to replace any property mortgaged hereunder which may become damaged, worn out or unfit for use with property of like kind and value, and substitution of collateral may be allowed by agreement of Mortgagor and Mortgagee.

IT IS FURTHER AGREED by and between the Mortgagor and the Mortgagee that, should the Mortgagor fail or refuse to perform any or either of the foregoing covenants and agreements, or fail or refuse to pay said promissory note, or the principal or any part thereof, or said interest or any part thereof, as provided in said promissory note, or should the Mortgagor fail or refuse to perform any of the conditions or terms herein contained and by the Mortgagor to be performed, the whole of said principal and interest, then remaining unpaid, immediately shall become due and payable in the discretion of the Mortgagee and the latter may proceed to enforce payment of said

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promissory note and to foreclose this mortgage, and, in such event, the Mortgagee, or its servants, agents, and employees, may take possession of all of said property and use all necessary force so to do and may sell immediately any or all of said property, either with or without, in its discretion, first or ever instituting any suit, action or other proceedings in any court or other judicial forum, at public auction, in Juneau, Alaska, upon first giving ten (10) days' notice thereof by posting in three public places in Juneau, Alaska, and, from the proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said sale, and all cost of said foreclosure, whether by suit or otherwise, and all disbursements made by the Mortgagee for which Mortgagor should have paid under the terms hereof, and

The Mortgagor hereby appoints, empowers, and authorizes in the event of any default by the Mortgagor either in the terms hereof or of said promissory note, any U. S. Marshal, or the successor to the duties of his office, for the State of Alaska, or The Alaska State Police, and the Judicial Division in which said property is situated, as well as the Mortgagee, and any agent, servant or employee of the Mortgagee, to execute the power of sale hereinabove granted by the Mortgagor and to advertise and sell the above mortgaged property, and the whole or any part thereof, upon the request of the Mortgagee, in the manner provided by law, but without the necessity of any foreclosure or other proceedings in any Court or judicial forum, and to apply the proceeds, if any, derived from said sale, upon all monies due the Mortgagee hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said Mortgagor.

IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the Mortgagor during the term hereof and that the Mortgagor may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several

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AERO

and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto.

WITNESS the hand and seal of the Mortgagor on the day and year herein first above written.

Signed, sealed and delivered in the presence of:

ALASKA COASTAL - ELLIS AIRLINES

By _____
President

ATTEST: (Corporate Seal)

By _____
Vice President - Administration & Finance

SEAL

STATE OF ALASKA)
: SS.
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on the 19 day of September, 1962, in Juneau, Alaska, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared S. B. SIMMONS, President, and O. F. BENECKE, Vice President - Administration & Finance, ALASKA COASTAL - ELLIS AIRLINES, a corporation, and each individually and severally to me known and known to me to be the individuals described in and who executed the above and foregoing mortgage in their respective capacities as officers and agents of the Mortgagor therein named, and each severally and individually for himself, and not one for the other, acknowledged to me that he had authority from his principal to, and did, execute the above and foregoing mortgage as his own free and voluntary act and deed and as the free and voluntary act and deed of his principal, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

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at Juneau, Alaska, the day, month and year in this certificate first above written.

SEAL

Notary Public for Alaska. My commission expires: 7-1-63

STATE OF ALASKA,)
; SS.
FIRST JUDICIAL DISTRICT)

S. B. SIMMONS and O. F. BENECKE, being first duly sworn, on oath, each for himself and not one for the other, deposes and says: That they are the officers of the Mortgagor named in the above and foregoing mortgage, and have personal knowledge of all of the facts in connection with said mortgage and the loan which said mortgage secured, and that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design or intent to hinder, delay or defraud creditors.

S. B. Simmons

O. F. Benecke

SUBSCRIBED and SWORN to before me at Juneau, Alaska, this 19 day of September, 1962.

SEAL

Notary Public for Alaska. My commission expires: 7-1-63

STATE OF ALASKA,)
; SS.
FIRST JUDICIAL DISTRICT)

J. B. DURNEY, being first duly sworn, deposes and says: That

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he is Vice-President of THE B. M. BEHRENDS BANK, a banking corporation and the Mortgagee named in the foregoing mortgage; that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts therein contained and that the same are true and correct as affiant verily believes; that he makes this affidavit on behalf of the Mortgagee.

O. B. Durney

SUBSCRIBED and SWORN to before me this 19 day of September, 1962, at Juneau, Alaska.

SEAL

Notary Public for Alaska. My commission expires: 7-1-63

NOTARY CERTIFICATION

I, W. J. BIRCHELL, a notary public in and for the State of Alaska residing at Juneau, Alaska, do hereby certify and affirm that I have compared this copy of the Chattel Mortgage with the original and that it is a true copy of the original in all respects.

SEAL

W. J. Birchell

Notary Public for Alaska. My commission expires: 7-19-64

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

33

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

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FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for cancel stamp)

AIRCRAFT N-

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

TYPE OF CONVEYANCE Chattel Mortgage Release of Document # 167430	DATE EXECUTED 9-17-62
FROM The B. M. Behrends Bank	DOCUMENT NO. 207466
TO OR ASSIGNED TO Alaska Air Transport and Marine Airways d/b/a Alaska Costal Airlines	DATE RECORDED

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)*	TOTAL NUMBER INVOLVED:
N4760C	

ENGINES		TOTAL NUMBER INVOLVED
MAKE(S)		
FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS		TOTAL NUMBER INVOLVED
MAKE(S)		
FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS	TOTAL NUMBER INVOLVED:
FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

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

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

32-2

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

This form is to be used in all cases where a conveyance covers registration 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 showing the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE: Chattel Mortgage & Lease of Document # 207450	DATE EXECUTED: 9-17-62
FROM: The E. M. Serrends Bank	DOCUMENT NO.: 207455
TO OR ASSIGNED TO: Alaska Air Transport and Marine Airways c/o/a Alaska Coastal Airlines	DATE RECORDED:

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

N47600

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 - 2753A ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

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

Form FAA-171 (8-59)

GPO 830873

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

32-1

(1) wA

A 207466

RELEASE

DOC. RECORDED

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:

SEP 27 12 55 PM '62
FEDERAL AVIATION AGENCY

Aircraft make Canso (PBY 5 A)
Aircraft serial number
CAA registration number N 4760 C

The mortgage dated September 30, 1959, was executed by Alaska Air Transport and Marine Airways d/b/a Alaska Coastal Airlines (mortgagor), to The B. M. Behrends Bank (mortgagee), and assigned to
This mortgage was recorded by the Civil Aeronautics Administration on November 6, 1959, and was assigned document number 167430.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on September 17, 1962.

The B. M. Behrends Bank
Name of Mortgagee or Assignee or Name of Corporation

Signature J. B. Dumey
J. B. Dumey
Title Vice President

ACKNOWLEDGMENT

STATE OF ALASKA } ss:
~~COUNTY OF~~ First Judicial District

On this 17th day of September, 1962, before me personally appeared the above-named mortgagee or assignee to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

SEAL

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

Notary Public

My commission expires 7-1-63

(SEAL)

SEP 24 1 40 PM '62
OKLAHOMA CITY, OKLA.

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

32

AERO

Please reply - Attention: W-300

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON 25

DATE:

MORTGAGOR:

We have received the aircraft mortgage which was submitted for recording by the Civil Aeronautics Administration.

This mortgage dated , covering aircraft assigned registration number , was entered on the records of the Administration on as document number

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.

Very truly yours,

George W. Haldeman

George W. Haldeman
Chief, Aircraft Division

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

31-3

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N-

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

TYPE OF CONVEYANCE Chattel Mortgage Release of Document # 167430	DATE EXECUTED 9-17-62
FROM ~~XXXXX~~ The B. M. Behrends Bank	DOCUMENT NO. A207462
TO OR ASSIGNED TO Alaska Air Transport and Marine Airways d/b/a Alaska Costal Airlines	DATE RECORDED 9-27-62

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

N88820

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

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

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

31-2

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

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

TYPE OF CONVEYANCE: Chattel Mortgage Release of Document # 167430

DATE EXECUTED: 9-17-62

FROM: The B. M. Bernards Bank

DOCUMENT NO.: A207462

TO OR ASSIGNED TO: Alaska Air Transport and Marine Airways d/b/a Alaska Coastal Airlines

DATE RECORDED: 9-27-62

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

N8880

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

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

Form FAA-171 (8-62)
GPO 870000

31-1

(1) WA

A 207462

RELEASE

DOC. RECORDED

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:

SEP 27 12 31 PM '62
FEDERAL AVIATION AGENCY

Aircraft make Grumman Goose G-21
Aircraft serial number
CAA registration number N 88820

The mortgage dated September 30, 1959, was executed by Alaska Air Transport and Marine Airways d/b/a Alaska Coastal (mortgagor), to The B. M. Behrends Bank Airlines, (mortgagee), and assigned to
This mortgage was recorded by the Civil Aeronautics Administration on November 6, 1959, and was assigned document number 167430.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on September 17, 1962.

The B. M. Behrends Bank
Name of Mortgagee or Assignee or Name of Corporation

Signature J. B. Durney
J. B. Durney

Title Vice President

ACKNOWLEDGMENT

}ss:

STATE OF Alaska
~~COUNTY OF~~ First Judicial District

On this 17th day of September, 19 62, before me personally appeared the above-named mortgagee or assignee to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

SEAL

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

Notary Public

My commission expires 7-1-63

(SEAL)

31

AERO

Please reply - Attention: W-300

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON 25

DATE:

MORTGAGOR:

We have received the aircraft mortgage which was submitted for recording by the Civil Aeronautics Administration.

This mortgage dated , covering aircraft assigned registration number , was entered on the records of the Administration on as document number

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.

Very truly yours,

George W. Halderman

George W. Halderman
Chief, Aircraft Division

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

30-3

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N--

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

TYPE OF CONVEYANCE Chattel mortgage Release of document # 167430	DATE EXECUTED 9-17-62
FROM The B. M. Behrends Bank	DOCUMENT NO. A207460
TO OR ASSIGNED TO Alaska Air Transport and Marine Airways d/b/a/ Alaska Costal Airlines	DATE RECORDED 9-27-62

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)*	TOTAL NUMBER INVOLVED:
N4762C	

ENGINES		TOTAL NUMBER INVOLVED
MAKE(S)		
FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS		TOTAL NUMBER INVOLVED
MAKE(S)		
FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS	TOTAL NUMBER INVOLVED:
FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

- [X] AIRCRAFT FOLDER N2763A
- [ ] ENGINE MAKE AND SERIAL NO. LISTED ABOVE
- [ ] LOCATION LISTED ABOVE
- [ ] PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

30-2

FEDERAL AVIATION AGENCY

CHOICE-PREFERENCE - INFORMATION

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, showing the registration number of the aircraft in which the copy is filed.

TYPE OF CONVEYANCE	DATE EXECUTED
Chattel Mortgage Release of document # 167430	9-17-82
FROM	DOCUMENT NO.
The B. M. Bermuda Bank	A207460
TO OR ASSIGNED TO	DATE RECORDED
Alaska Air Transport and Marine Airways d/b/a/ Alaska Costal Airlines	9-27-82

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED:
N47520	

ENGINES	TOTAL NUMBER INVOLVED
MAKE(S)	

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS	TOTAL NUMBER INVOLVED
MAKE(S)	

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS	TOTAL NUMBER INVOLVED:
FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

- [x] AIRCRAFT FOLDER N47520
- [ ] ENGINE MAKE AND SERIAL NO. LISTED ABOVE
- [ ] LOCATION LISTED ABOVE
- [ ] PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 830033

30-1

(11 WA

A 207460

RELEASE

DOC. RECORDED

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:

SEP 27 12 47 PM '62
CIVIL AVIATION AGENCY

Aircraft make Grumman Goose G-21A
Aircraft serial number
CAA registration number N 4762 C

The mortgage dated September 30, 1959, was executed by Alaska Air Transport and Marine Airways d/b/a Alaska Coastal, (mortgagor), to The B. M. Behrends Bank Airlines, (mortgagee), and assigned to
This mortgage was recorded by the Civil Aeronautics Administration on November 6, 1959, and was assigned document number 167430.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on September 17, 1962.

The B. M. Behrends Bank
Name of Mortgagee or Assignee or Name of Corporation

Signature J. B. Darney
J. B. Darney
Title Vice President

ACKNOWLEDGMENT

STATE OF Alaska } ss:
~~XXXXXXXX~~ First Judicial District

On this 17th day of September, 1962, before me personally appeared the above-named mortgagee or assignee to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

SEAL

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

Notary Public

My commission expires 7-1-63

(SEAL)

Please reply - Attention: W-300

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON 25

DATE:

MORTGAGOR:

We have received the aircraft mortgage which was submitted for recording by the Civil Aeronautics Administration.

This mortgage dated , covering aircraft assigned registration number , was entered on the records of the Administration on as document number

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.

Very truly yours,

George W. Haldeman

George W. Haldeman
Chief, Aircraft Division

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

29-3

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N-

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

TYPE OF CONVEYANCE Chattel Mortgage Release document # 167430	DATE EXECUTED 9-17-62
FROM The B. M. Behrends Bank	DOCUMENT NO. A207458
TO OR ASSIGNED TO Alaska Air Transport and Marine Airways d/b/a/ Alaska Costal Airlines	DATE RECORDED 9-27-62

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

N4772C

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

- [x] AIRCRAFT FOLDER N-2753A
- [ ] ENGINE MAKE AND SERIAL NO. LISTED ABOVE
- [ ] LOCATION LISTED ABOVE
- [ ] PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 880383

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

29-2

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

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

TYPE OF CONVEYANCE: Chattel Mortgage Release document # 16744-30	DATE EXECUTED: 9-17-62
FROM: The B. M. Bernuda Bank	DOCUMENT NO.: A2074-59
TO OR ASSIGNED TO: - Alaska Air Transport and Marine Airways d/b/a/ Alaska Coastal Airlines	DATE RECORDED: 9-27-62

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

N4772C

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

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

Form FAA-171 (8-59)

GPO 910259

29-1

(1) ✓

A207458

RELEASE

DOC. RECORDED

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

Aircraft make Grumman Goose G-21A
Aircraft serial number
CAA registration number N 4772 C

The mortgage dated September 30, 1959, was executed by Alaska Air Transport and Marine Airways d/b/a Alaska Coastal (mortgagor), to The B. M. Behrends Bank Airlines, (mortgagee), and assigned to .
This mortgage was recorded by the Civil Aeronautics Administration on November 6, 1959, and was assigned document number 167430.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on September 17, 1962.

The B. M. Behrends Bank
Name of Mortgagee or Assignee or Name of Corporation

Signature J. B. Dunney
Title Vice President

ACKNOWLEDGMENT

STATE OF Alaska } ss:
First Judicial District

On this 17th day of September, 1962, before me personally appeared the above-named mortgagee or assignee to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

SEAL

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

Notary Public

My commission expires

(SEAL)

29

Please reply - Attention: W-300

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON 25

DATE:

MORTGAGOR:

We have received the aircraft mortgage which was submitted for recording by the Civil Aeronautics Administration.

This mortgage dated , covering aircraft assigned registration number , was entered on the records of the Administration on as document number

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.

Very truly yours,

George W. Haldeman

George W. Haldeman
Chief, Aircraft Division

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

28-3

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N--

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

TYPE OF CONVEYANCE	DATE EXECUTED
Chattel Mortgage Release document number 167430	9-17-62
FROM	**DOCUMENT NO.**
The B. M. Behrends Bank	A207456
TO OR ASSIGNED TO	**DATE RECORDED**
Alaska Air Transport and Marine Airways d/b/a Alaska Costal Airlines	9-27-62

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)*	TOTAL NUMBER INVOLVED:
N4773C	

ENGINES		TOTAL NUMBER INVOLVED
MAKE(S)		
FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS		TOTAL NUMBER INVOLVED
MAKE(S)		
FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS		TOTAL NUMBER INVOLVED:
FORM FAA-1991 FILED WITH	LOCATION	

FOR RECORDED DOCUMENT SEE *(Check one)*

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

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

28-2

FEDERAL AVIATION AGENCY
AIRCRAFT REGISTRY - RECORDATION

Effective upon receipt of conveyance covers more than one aircraft, attach another instrument. File original of this form with each aircraft concerned. File copy of this form in each aircraft folder involved. Mark the aircraft folder involved. Attach folder involved the copy is filed.

Effective upon receipt Release document number 1571830	DATE EXECUTED 9-17-82
Rice E. M. Bonanza Bank	DOCUMENT NO. A2071-56
Alaska Air Transport and Marine Airways d/b/a Alaska Central Airlines	DATE RECORDED 9-27-82

THE FOLLOWING AERIAL IS COVERED BY THE CONVEYANCE:

(Aircraft registration number)

N-1730

TOTAL NUMBER INVOLVED:

ENGINES

MAKE(S)

TOTAL NUMBER INVOLVED

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS

MAKE(S)

TOTAL NUMBER INVOLVED

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-2750A

☐ LOCATION LISTED ABOVE

☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 890022

28-1

(1)A

A207456

RELEASE

DOC. RECORDED
SEP 27 12 38 PM '62
FEDERAL AVIATION AGENCY

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

Aircraft make Grumman Goose G-21A
Aircraft serial number
CAA registration number N 4773 C

The mortgage dated September 30, 1959, was executed by Alaska Air Transport and Marine Airways d/b/a Alaska Coastal, (mortgagor), to The B. M. Behrends Bank Airlines, (mortgagee), and assigned to
This mortgage was recorded by the Civil Aeronautics Administration on November 6, 1959, and was assigned document number 167430.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on September 17, 1962.

The B. M. Behrends Bank
Name of Mortgagee or Assignee or Name of Corporation

Signature J. B. Durney
J. B. Durney

Title Vice President

ACKNOWLEDGMENT

STATE OF Alaska } ss:
~~COUNTY OF~~ First Judicial District

On this 17th day of September, 19 62, before me personally appeared the above-named mortgagee or assignee to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

SEAL

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

Notary Public

My commission expires 7-1-62

(SEAL)

28

Please reply - Attention: W-300

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON 25

DATE:

MORTGAGOR:

We have received the aircraft mortgage which was submitted for recording by the Civil Aeronautics Administration.

This mortgage dated , covering aircraft assigned registration number , was entered on the records of the Administration on as document number

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.

Very truly yours,

George W. Haldeman

George W. Haldeman
Chief, Aircraft Division

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FORM FAA-500 (PART B) (6-59) SEP 27 1962

Form Approved
Budget Bureau No. 41-R889.4

FEDERAL AVIATION AGENCY

APPLICATION FOR REGISTRATION

27-1

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— 2763A

AIRCRAFT MAKE AND MODEL: CONVAIR 240-5ACF

SERIAL NO.: 21232

CHECK WHETHER OWNERSHIP IS

☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

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

SIGNATURE OF APPLICANT (IN INK) [signature]
(*If executed for co-ownership, all must sign*)

9/18/62
DATE OF APPLICATION

TITLE Vice Pres.-Adm. & Finance

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

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

27

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

SEP 24 1 39 PM '62

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

FORM FAA-500 (PART C) (6-59) (2) 26-1

FEDERAL AVIATION AGENCY

BILL OF SALE

A207465

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	
CONVAIR 28-5ACF	
SERIAL NO.	REGISTRATION MARKS
21232	N— 2763A

DOC. RECORDED
12 52 PM '62
FEDERAL AVIATION AGENCY

does this 18th day of September 1962 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

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

Alaska Coastal-Ellis Airlines
2 Marine Way
Juneau, Alaska

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
IN FAVOR OF		

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

NAME OF SELLER Alaska Coastal Airlines

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

SEAL

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

ACKNOWLEDGMENT

State of Alaska
District 1st Judicial Division

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

(SEAL)

MY COMMISSION EXPIRES 2/11/63

NOTARY PUBLIC

FORWARD THIS COPY TO WASHINGTON— Retain Duplicate Copy.

RCA

SEP 24 3 03 11 '62 A00001 003

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

26

AERO

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

SEP 24 1 38 PM '62

OKLAHOMA CITY, OKLA.

25-1

(1) ws

A 207464

RELEASE

DOC. RECORDED

SEP 27 12 52 PM 62

FEDERAL AVIATION AGENCY

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

Aircraft make Canso (PBY 5 A)
Aircraft serial number
CAA registration number N 2763 A

The mortgage dated September 30, 1959, was executed by Alaska Air Transport and Marine Airways d/b/a Alaska Coastal Airlines (mortgagor), to The B. M. Behrends Bank (mortgagee), and assigned to
This mortgage was recorded by the Civil Aeronautics Administration on November 6, 1959, and was assigned document number 167430.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on September 17, 1962.

The B. M. Behrends Bank
Name of Mortgagee or Assignee or Name of Corporation

Signature J. B. Durney
Title Vice President

ACKNOWLEDGMENT

STATE OF Alaska } ss:
First Judicial District

On this 17th day of September, 19 62, before me personally appeared the above-named mortgagee or assignee to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

SEAL

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

Notary Public

My commission expires 7-1-62

(SEAL)

Please reply - Attention: W-300

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON 25

DATE:

MORTGAGOR:

We have received the aircraft mortgage which was submitted for recording by the Civil Aeronautics Administration.

This mortgage dated , covering aircraft assigned registration number , was entered on the records of the Administration on as document number

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.

Very truly yours,

George W. Haldeman

George W. Haldeman
Chief, Aircraft Division

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

amj

24-33

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N- 2763A

RECORDED

By Document No. 7201464

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

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

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

N-2763A ✓
N-4760C
N-88820
N-4773C
N-4762C
N-4772C

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

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

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 9-28-83

24-32

FEDERAL AVIATION AGENCY
CROSS-REFERENCE - REAL PROPERTY

This form may be used in addition to other forms covering mortgages, conveyances, or other documents covering transfers of aircraft engines and propellers, and/or mortgages. This original or this form with the recorded conveyance. Please copy or type in ink. Attach additional sheets if necessary. Include the registration number of the aircraft, engine or propeller involved.

TYPE OF CONVEYANCE: Chattel Mortgage

DATE RECORDED: September 30, 1959

FROM: Alaska Coastal Airlines

DOCUMENT NO.: 16730

TO OR ASSIGNED TO: The B. M. Peterson Bank

DATE RECORDED: November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE

AIRCRAFT (List by registration number)

TOTAL NUMBER INVOLVED: 6

N-2763A
N-1760C
N-6820
N-1730
N-1762C
N-1720

ENGINES

MAKE(S)

TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS

MAKE(S)

TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS

TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

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

Form FAA-171 (6-63)
FAO 8000.22

2 file

167430

DOC. RECORDED
Nov 6 12 00 PM '59
FEDERAL AVIATION AGENCY

REC 2400

CHATTEL MORTGAGE

THIS MORTGAGE, made this 30th day of September, 1959, by ALASKA AIR TRANSPORT, INC., a corporation, and MARINE AIRWAYS, a corporation; individually as corporations and as Co-Partners doing business as "ALASKA COASTAL AIRLINES," of Juneau, Alaska, as Mortgagors, to THE B. M. BEHRENDS BANK, a banking corporation organized and existing under the laws of the State of Alaska, with its principal place of business in Juneau, Alaska, as Mortgagee, WITNESSETH:

That Mortgagors hereby mortgage and convey to Mortgagee all that personal property now situated in Juneau, Alaska, and more particularly described as follows:

One (1) Canso (PBY 5 A) Aircraft bearing manufacturer's Serial No. 21232, and FAA No. N 2763 A; and

One (1) Canso (PBY 5 A) Aircraft, FAA No. N 4760 C; and

One (1) Grumman Goose Aircraft, FAA No. N 88820; and

One (1) Grumman Goose Aircraft, FAA No. N 4773 C; and

One (1) Grumman Goose Aircraft, FAA No. N 4762 C; and

One (1) Grumman Goose Aircraft, FAA No. N 4772 C; and,

Also, together with all engines installed at any and all times in either or any of said above-described aircraft, and the tackle, apparel, radios, tools, floats, wheels, appliances, all electrical machinery and equipment, and all other miscellaneous equipment and all usual and necessary parts of, located in, or attached to either or any of said above-described aircraft and removable therefrom, and whether removed for repairs or actually in or upon said aircraft or either of them, and all licenses, franchises, and leases appertinent thereto or held by the Mortgagors in connection therewith,

as security for the payment of said Mortgagee of the sum of THREE HUNDRED TWENTY FIVE THOUSAND ($325,000.00) DOLLARS, lawful money of the United States of America, with interest thereon at the rate of six (6%) per cent per annum, according to the terms of that certain promissory note bearing date even herewith, in the

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CHATTEL MORTGAGE

THIS MORTGAGE, made this 30th day of September, 1983, by ALASKA AIR TRANSPORT, INC., a corporation, and MARINE AVIATION, a corporation; individually as corporations and as Co-Partners doing business as "ALASKA COASTAL AIRLINES," of Juneau, Alaska, as Mortgagors, to THE B. M. BERNREUTER BANK, a banking corporation organized and existing under the laws of the State of Alaska, with its principal place of business in Juneau, Alaska, as Mortgagee, WITNESSETH:

That Mortgagors hereby mortgage and convey to Mortgagee all that personal property now situated in Juneau, Alaska, and more particularly described as follows:

One (1) Cessna (PBY 5 A) Aircraft bearing manufacturer's Serial No. 2123J, and FAA No. N 2703 A; and

One (1) Cessna (PBY 5 A) Aircraft, FAA No. N 4700 C; and

One (1) Grumman Goose Aircraft, FAA No. N 00820; and

One (1) Grumman Goose Aircraft, FAA No. N 4773 C; and

One (1) Grumman Goose Aircraft, FAA No. N 4762 C; and

One (1) Grumman Goose Aircraft, FAA No. N 4772 C; and

Also, together with all engines installed at any and all times in either or any of said above-described aircraft, and the tackle, apparel, radios, tools, dials, wheels, appliances, all electrical machinery and equipment, and all other miscellaneous equipment and all usual and necessary parts of, located in, or attached to either or any of said above-described aircraft and removable therefrom, and whether removed for repairs or actually in or upon said aircraft or either of them, and all licenses, franchises, and leases appertaining thereto or held by the Mortgagors in connection therewith.

As security for the payment of said Mortgage of the sum of

THREE HUNDRED TWENTY FIVE THOUSAND ($325,000.00) DOLLARS, lawful money of the United States of America, with interest thereon at the rate of six (6%) per cent per annum according to the terms of that certain promissory note of even date even herewith, in the

principal sum of $325,000.00, together with interest thereon at said rate, which note has been executed and delivered by said Mortgagors to said Mortgagee and which note is payable as follows:

> An installment of Fourteen Thousand ($14,000.00) Dollars, together with interest on all deferred balances at the rate of six (6%) per cent per annum on or before the first day of January, 1960, a like installment of principal and interest on or before the first day of April, 1960, a like installment of principal and interest on or before the first day of July, 1960, a like installment of principal and interest on or before the first day of October, 1960, and a like installment of principal and interest on or before the first day of January, the first day of April, the first day of July, and the first day of October of each and every year thereafter until said principal sum and interest are all paid in full, but the whole of said principal and interest shall be paid in full on or before October 1, 1963;

and, also, as security for the full and faithful discharge and performance of all obligations and promises by said Mortgagors herein contained.

The Mortgagors hereby promise to pay said sum of $325,000.00, together with said interest thereon, at the time and in the manner specified in said promissory note, and, also, at the cost of said Mortgagors, during the term hereof to keep said mortgaged property in good condition and repair, and, also, to effect and, during the term hereof, maintain hull and fire insurance upon said property in the sum of not less than $325,000.00 with good and responsible insurers satisfactory to said Mortgagee, with the loss, if any, payable to the Mortgagee as its interest may appear herein, and, also, to not remove, or permit to be removed, any part of said mortgaged property from the State of Alaska without first obtaining the written consent of the Mortgagee.

The Mortgagors hereby declare and warrant to the Mortgagee and the heirs, executors, administrators, successors and assigns

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principal sum of $325,000.00, together with interest thereon at the
said rate, which note has been executed and delivered by said
Mortgagors to said Mortgagee and which note is payable as follows:

> An installment of Fourteen Thousand ($14,000.00) Dollars, together with interest on all deferred balances at the rate of six (6%) per cent per annum on or before the first day of January, 1980, a like installment of principal and interest on or before the first day of April, 1980, a like installment of principal and interest on or before the first day of July, 1980, a like installment of principal and interest on or before the first day of October, 1980, and a like installment of principal and interest on or before the first day of January, the first day of April, the first day of July, and the first day of October of each and every year thereafter until said principal sum and interest are all paid in full, but the whole of said principal and interest shall be paid in full on or before October 1, 1983;

and, also, as security for the full and faithful discharge and performance of all obligations and promises by said Mortgagors herein contained.

The Mortgagors hereby promise to pay said sum of $325,000.00, together with said interest thereon, at the time and in the manner specified in said promissory note; and, also, at the cost of said Mortgagors, during the term hereof to keep said mortgaged property in good condition and repair; and, also, to effect and, during the term hereof, maintain full and fire insurance upon said property in the sum of not less than $325,000.00 with good and responsible insurers satisfactory to said Mortgagee, with the loss, if any, payable to the Mortgagee as its interest may appear herein; and, also, to not remove, or permit to be removed, any part of said mortgaged property from the State of Illinois without first obtaining the written consent of the Mortgagee.

The Mortgagors hereby declare and warrant to the Mortgagee and the heirs, executors, administrators, successors and assigns

of Mortgagee, that the Mortgagors are the absolute owners, and in possession, of all said mortgaged property, and that said property is free and clear of all liens, encumbrances, and adverse claims, and that the Mortgagors have good and legal right to mortgage and convey said property; subject, only to the following express conditions and reservations, namely: NONE.

The Mortgagors hereby further agree to pay all taxes, assessments, rentals, fees, and all other governmental or municipal charges, fines or impositions which may be levied or assessed against said property, or any part thereof, during the term hereof; and, should the Mortgagors so fail to pay said taxes, assessments, rentals, fees and other governmental or municipal charges, fines or impositions, or any of them, then the Mortgagee may pay the same, and, in such event, the amount os paid by the Mortgagee shall become immediately due and owing by the Mortgagors to the Mortgagee and an indebtedness of the Mortgagors to the Mortgagee with interest thereon at the rate specified in said promissory note shall be secured hereby and further, should the Mortgagors fail or refuse to effect said insurance, the Mortgagee may effect it and, in such event, all premiums and monies paid by the Mortgagee for such insurance shall be immediately repayable by the Mortgagors to the Mortgagee and shall become at once an indebtedness from the Mortgagors to the Mortgagee, and, with interest thereon at the rate specified in said promissory note, shall be secured hereby.

IT IS FURTHER AGREED by and between the Mortgagors and the Mortgagee that, should the Mortgagors fail or refuse to perform any or either of the foregoing covenants and agreements, or fail or refuse to pay said promissory note, or the principal or any

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or Mortgagee, that the Mortgagors are the absolute owners, and in possession, of all said mortgaged property, and that said property is free and clear of all liens, encumbrances, and adverse claims; and that the Mortgagors have good and legal right to mortgage and convey said property; subject, only to the following express conditions and reservations, namely: NONE.

The Mortgagors hereby further agree to pay all taxes, assessments, rentals, fees, and all other governmental or municipal charges, fines or impositions which may be levied or assessed against said property, or any part thereof, during the term hereof; and, should the Mortgagors so fail to pay said taxes, assessments, rentals, fees and other governmental or municipal charges, fines or impositions, or any of them, then the Mortgagee may pay the same, and, in such event, the amount so paid by the Mortgagee shall become immediately due and owing by the Mortgagors to the Mortgagee and an indebtedness of the Mortgagors to the Mortgagee with interest thereon at the rate specified in said promissory note shall be secured hereby and further, should the Mortgagors fail or refuse to effect said insurance, the Mortgagee may effect it and, in such event, all premiums and monies paid by the Mortgagee for such insurance shall be immediately repayable by the Mortgagors to the Mortgagee and shall become at once an indebtedness from the Mortgagors to the Mortgagee, and, with interest thereon at the rate specified in said promissory note, shall be secured hereby.

IT IS FURTHER AGREED by and between the Mortgagors and the Mortgagee that, should the Mortgagors fail or refuse to perform any or either of the foregoing covenants and agreements, or fail or refuse to pay said promissory note, or the principal or any

part thereof, or said interest or any part thereof, as provided in said promissory note, or should the Mortgagors fail or refuse to perform any of the conditions or terms herein contained and by the Mortgagors to be performed, the whole of said principal and interest, then remaining unpaid, immediately shall become due and payable in the discretion of the Mortgagee and the latter may proceed to enforce payment of said promissory note and to foreclose this mortgage, and, in such event, the Mortgagee, or its servants, agents, and employees, may take possession of all of said property and use all necessary force so to do and may sell immediately any or all of said property, either with or without, in its discretion, first or ever instituting any suit, action or other proceedings in any court or other judicial forum, at public auction, in Juneau, Alaska, upon first giving ten (10) days' notice thereof by posting in three public places in Juneau, Alaska, and, from the proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said sale, and all cost of said foreclosure, whether by suit or otherwise, and all disbursements made by the Mortgagee for which Mortgagors should have paid under the terms hereof, and

The Mortgagors hereby appoint, empower and authorize in the event of any default by the Mortgagors either in the terms hereof or of said promissory note, the U. S. Marshal, or the successor to the duties of his office, for the District of Alaska, and the Judicial Division in which said property is situated, as well as the Mortgagee, and any agent, servant or employee of the Mortgagee, to execute the power of sale hereinabove granted by the Mortgagors and to advertise and sell the above mortgaged property, and the

24-24

part thereof, or said interest or any part thereof, as provided in said promissory note, or should the Mortgagors fail or refuse to perform any of the conditions or terms herein contained and by the Mortgagors to be performed, the whole of said principal and interest, then remaining unpaid, immediately shall become due and payable in the discretion of the Mortgagee and the latter may proceed to enforce payment of said promissory note and to foreclose this mortgage, and, in such event, the Mortgagee, or its servants, agents, and employees, may take possession of all of said property and use all necessary force so to do and may sell immediately any or all of said property, either with or without, in its discretion, first or ever instituting any suit, action or other proceedings in any court or other judicial forum, at public auction, in Juneau, Alaska, upon first giving ten (10) days' notice thereof by posting in three public places in Juneau, Alaska, and, from the proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said sale, and all cost of said foreclosure, whether by suit or otherwise, and all disbursements made by the Mortgagee for which Mortgagors should have paid under the terms hereof, and

The Mortgagors hereby appoint, empower and authorize in the event of any default by the Mortgagors either in the terms hereof or of said promissory note, the U. S. Marshal, or the successor to the duties of his office, for the Division of Alaska, and the Judicial Division in which said property is situated, as well as the Mortgagee, and any agent, servant or employee of the Mortgagee, to execute the power of sale hereinabove granted by the Mortgagors and to advertise and sell the above mortgaged property, and the

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whole or any part thereof, upon the request of the Mortgagee, in the manner provided by law, but without the necessity of any foreclosure or other proceedings in any Court or judicial forum, and to apply the proceeds, if any, derived from said sale, upon all monies due the Mortgagee hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said Mortgagors.

IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the Mortgagors during the term hereof and that the Mortgagors may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto.

WITNESS the hands and seals of the Mortgagors on the day and year herein first above written.

Signed, sealed and delivered in the presence of:

ALASKA AIR TRANSPORT, INC., a corporation; MARINE AIRWAYS, a corporation; and, ALASKA AIR TRANSPORT, INC. and MARINE AIRWAYS, Co-Partners, doing business under their copartnership name of "ALASKA COASTAL AIRLINES."

By _____
President of Alaska Air Transport, Inc., and Co-Manager of Alaska Coastal Airlines

ATTEST: (Corporate Seal)

By _____
Secretary of Alaska Air Transport, Inc.

SEAL

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whole or any part thereof, upon the request of the Mortgagee, in the manner provided by law, but without the necessity of any foreclosure or other proceedings in any Court or judicial forum, and to apply the proceeds, if any, derived from said sale, upon all monies due the Mortgagee hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said Mortgagors.

IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the Mortgagors during the term hereof and that the Mortgagors may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto.

WITNESS the hands and seals of the Mortgagors on the day and year herein first above written.

Signed, sealed and delivered in the presence of:

ALASKA AIR TRANSPORT, INC., a corporation; MARINE AIRWAYS, a corporation; and, ALASKA AIR TRANSPORT, INC. and MARINE AIRWAY, Co-Partners; doing business under their copartnership name of "ALASKA COASTAL AIRLINES."

By
President of Alaska Air Transport, Inc., and Co-Partner of Alaska Coastal Airlines

ATTEST: (Corporate Seal)

By
Secretary of Alaska Air Transport, Inc.

WASHINGTON, D.C.

OCT 13 2 27 PM '59

SEAL

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

24-21

By O. F. Benecke
Vice-President of Marine Airways
and Co-Manager of Alaska Coastal
Airlines

ATTEST: (Corporate Seal)

By M. E. Monagle
Secretary of Marine Airways

UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA.)

SEAL

THIS CERTIFIES that on the 30 day of September, 1959, in Juneau, Alaska, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared SHELDON B. SIMMONS, President, and O. F. BENECKE, Secretary, of ALASKA AIR TRANSPORT, INC., a corporation, and Sheldon B. Simmons as Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, and O. F. BENECKE, Vice-President, and M. E. MONAGLE, Secretary of MARINE AIRWAYS, a corporation, and O. F. Benecke, Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, each individually and severally to me known and known to me to be the individuals described in and who executed the above and foregoing mortgage in their respective capacities as officers and agents of the Mortgagors therein named, and each severally and individually for himself, and not one for the other, acknowledged to me that he had authority from his principal to, and did, execute the above and foregoing mortgage as his own free and voluntary act and deed and as the free and voluntary act and deed of his principal, for the uses and purposes therein mentioned.

24-20

By
Vice-President of Marine Airways
and Co-Manager of Alaska Coastal
Airlines

ATTEST: (Corporate Seal)

By
Secretary of Marine Airways

SEAL

UNITED STATES OF AMERICA,)
STATE OF ALASKA.) ss.
)

THIS CERTIFIES that on the 30 day of September, 1959, in Juneau, Alaska, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared SHELDON B. SIMMONS, President, and O. F. BENECKE, Secretary, of ALASKA AIR TRANSPORT, INC., a corporation, and Sheldon B. Simmons as Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, and O. F. BENECKE, Vice-President, and M. E. MONAGLE, Secretary of MARINE AIRWAYS, a corporation, and O. F. Benecke, Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, each individually and severally to me known and known to me to be the individuals described in and who executed the above and foregoing mortgage in their respective capacities as officers and agents of the Mortgagors therein named, and each severally and individually for himself, and not one for the other, acknowledged to me that he had authority from his principal to, and did, execute the above and foregoing mortgage as his own free and voluntary act and deed and as the free and voluntary act and deed of his principal, for the uses and purposes mentioned.

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Juneau, Alaska, the day, month and year in this certificate first above written.

SEAL

Notary Public for Alaska. My commission expires: 8-9-61

UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA.)

SHELDON B. SIMMONS and O. F. BENECKE, being first duly sworn, on oath, each for himself and not one for the other, deposes and says: That they are the officers, agents and Co-Managers of all of the Mortgagors named in the above and foregoing mortgage, and have personal knowledge of all of the facts in connection with said mortgage and the loan which said mortgage secured, and that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design or intent to hinder, delay or defraud creditors.

Sheldon B. Simmons

O. F. Benecke

SUBSCRIBED and SWORN to before me at Juneau, Alaska, this 30 day of September, 1959.

Notary Public for Alaska. My commission expires: 8-9-61

SEAL

24-18

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Juneau, Alaska, the day, month and year in this certificate first above written.

Notary Public for Alaska. My commission expires: 7-9-61

SEAL

UNITED STATES OF AMERICA,)
: ss.
STATE OF ALASKA.)

SHELDON B. SIMMONS and O. F. BENECKE, being first duly sworn, on oath, each for himself and not one for the other, deposes and says: That they are the officers, agents and Co-Managers of all of the Mortgagors named in the above and foregoing mortgage, and have personal knowledge of all of the facts in connection with said mortgage and the loan which said mortgage secures, and that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design or intent to hinder, delay or defraud creditors.

Sheldon B. Simmons

O. F. Benecke

SUBSCRIBED and SWORN to before me at Juneau, Alaska, this 30 day of September, 1959.

Notary Public for Alaska. My commission expires: 7-9-61

SEAL

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UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA.)

J. B. DURNEY, being first duly sworn, deposes and says: That he is Vice-President of THE B. M. BEHRENDS BANK, a banking corporation and the Mortgagee named in the foregoing mortgage; that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts therein contained and that the same are true and correct as affiant verily believes; that he makes this affidavit on behalf of the Mortgagee.

J. B. Durney

SUBSCRIBED and SWORN to before me this 30 day of September 1959, at Juneau, Alaska.

SEAL

Notary Public for Alaska. My commission expires: 8-9-61

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UNITED STATES OF AMERICA,)
STATE OF ALASKA.) : SS.

J. B. DURNEY, being first duly sworn, deposes and says: That he is Vice-President of THE B. M. BERKENDS BANK, a banking corporation and the Mortgagee named in the foregoing mortgage; that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts therein contained and that the same are true and correct as affiant verily believes; that he makes this affidavit on behalf of the Mortgagee.

J. B. Durney

SUBSCRIBED and SWORN to before me this 30 day of September 1959, at Juneau, Alaska.

Notary Public for Alaska. My commission expires: 8-[illegible]

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RECORDED

Federal Aviation Agency

Date November 6, 1959 Time 12:00 P.M.

Document No. 167430

By Mary T. Freeman
Examiner

CHATTEL MORTGAGE

THIS MORTGAGE, made this 30 day of September, 1959, by ALASKA AIR TRANSPORT, INC., a corporation, and MARINE ARIWAYS, a corporation; individually as corporations and as Co-Partners doing business as "ALASKA COASTAL AIRLINES," of Juneau, Alaska, as Mortgagors, to THE B. M. BEHRENDS BANK, a banking corporation organized and existing under the laws of the State of Alaska, with its principal place of business in Juneau, Alaska, as Mortgagee, WITNESSETH:

That Mortgagors hereby mortgage and convey to Mortgagee all that personal property now situated in Juneau, Alaska, and more particularly described as follows:

One (1) Canso (PBY 5 A) Aircraft bearing manufacturer's Serial No. 21232, and FAA No. N 2763 A; and

One (1) Canso (PBY 5 A) Aircraft, FAA No. N 4760 C; and

One (1) Grumman Goose Aircraft, FAA No. N 88820; and

One (1) Grumman Goose Aircraft, FAA No. N 4773 C; and

One (1) Grumman Goose Aircraft, FAA No. N 4762 C; and

One (1) Grumman Goose Aircraft, FAA No. N 4772 C; and,

Also, together with all engines installed at any and all times in either or any of said above-described aircraft, and the tackle, apparel, radios, tools, floats, wheels, appliances, all electrical machinery and equipment, and all other miscellaneous equipment and all usual and necessary parts of, located in, or attached to either or any of said above-described aircraft and removable therefrom, and whether removed for repairs or actually in or upon said aircraft or either of them, and all licenses, franchises, and leases appertinent thereto or held by the Mortgagors in connection therewith,

as security for the payment of said Mortgagee of the sum of THREE HUNDRED TWENTY FIVE THOUSAND ($325,000.00) DOLLARS, lawful money of the United States of America, with interest thereon at the rate of six (6%) per cent per annum, according to the terms of that certain promissory note bearing date even herewith, in the

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CHATTEL MORTGAGE

THIS MORTGAGE, made this [illegible] day of September, 1959, by ALASKA AIR TRANSPORT, INC., a corporation, and MARINE ARMAYS, a corporation; individually as corporations and as Co-Partners doing business as "ALASKA COASTAL AIRLINES", of Juneau, Alaska, as Mortgagors, to THE B. M. BERNHEIMS BANK, a banking corporation organized and existing under the laws of the State of Alaska, with its principal place of business in Juneau, Alaska, as Mortgagee, WITNESSETH:

That Mortgagors hereby mortgage and convey to Mortgagee all that personal property now situated in Juneau, Alaska, and more particularly described as follows:

One (1) Cessna (PZY 3 A) Aircraft bearing manufacturer's Serial No. 21232, and FAA No. N 2763 A; and

One (1) Cessna (PZY 3 A) Aircraft, FAA No. N 4750 C; and

One (1) Grumman Goose Aircraft, FAA No. N 6000C; and

One (1) Grumman Goose Aircraft, FAA No. N 4772 C; and

One (1) Grumman Goose Aircraft, FAA No. N 4782 C; and

One (1) Grumman Goose Aircraft, FAA No. N 4772 C; and

Also, together with all engines installed or any and all times in either or any of said above-described aircraft, and the tools, apparel, radios, tools, floats, wheels, appliances, all electrical machinery and equipment, and all other miscellaneous equipment and all usual and necessary parts of, located in, or attached to either or any of said above-described aircraft and removable therefrom, and whether removed for repairs or actually in or upon said aircraft or either of them, and all licenses, franchises, and leases appertinent thereto or held by the Mortgagors in connection therewith;

as security for the payment of said Mortgagee of the sum of THREE HUNDRED TWENTY FIVE THOUSAND ($325,000.00) DOLLARS, lawful money of the United States of America, with interest thereon at the rate of six (6%) per cent per annum, according to the terms of that certain promissory note bearing date even herewith, in the

principal sum of $325,000.00, together with interest thereon at said rate, which note has been executed and delivered by said Mortgagors to said Mortgagee and which note is payable as follows:

> An installment of Fourteen Thousand ($14,000.00) Dollars, together with interest on all deferred balances at the rate of six (6%) per cent per annum on or before the first day of January, 1960, a like installment of principal and interest on or before the first day of April, 1960, a like installment of principal and interest on or before the first day of July, 1960, a like installment of principal and interest on or before the first day of October, 1960, and a like installment of principal and interest on or before the first day of January, the first day of April, the first day of July, and the first day of October of each and every year thereafter until said principal sum and interest are all paid in full, but the whole of said principal and interest shall be paid in full on or before October 1, 1963;

and, also, as security for the full and faithful discharge and performance of all obligations and promises by said Mortgagors herein contained.

The Mortgagors hereby promise to pay said sum of $325,000.00, together with said interest thereon, at the time and in the manner specified in said promissory note, and, also, at the cost of said Mortgagors, during the term hereof to keep said mortgaged property in good condition and repair, and, also, to effect and, during the term hereof, maintain hull and fire insurance upon said property in the sum of not less than $325,000.00 with good and responsible insurers satisfactory to said Mortgagee, with the loss, if any, payable to the Mortgagee as its interest may appear herein, and, also, to not remove, or permit to be removed, any part of said mortgaged property from the State of Alaska without first obtaining the written consent of the Mortgagee.

The Mortgagors hereby declare and warrant to the Mortgagee and the heirs, executors, administrators, successors and assigns

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principal sum of $325,000.00, together with interest thereon at said rate, which note has been executed and delivered by said Mortgagors to said Mortgagee and which note is payable as follows:

> An installment of Fourteen Thousand ($14,000.00) Dollars, together with interest on all deferred balances at the rate of six (6%) per cent per annum on or before the first day of January, 1960, a like installment of principal and interest on or before the first day of April, 1960, a like installment of principal and interest on or before the first day of July, 1960, a like installment on or before the first day of October, 1960, and a like installment of principal and interest on or before the first day of January, the first day of April, the first day of July, and the first day of October of each and every year thereafter until said principal sum and interest are all paid in full, but the whole of said principal and interest shall be paid in full on or before October 1, 1963;

and, also, as security for the full and faithful discharge and performance of all obligations and promises by said Mortgagors herein contained.

The Mortgagors hereby promise to pay said sum of $325,000.00, together with said interest thereon, at the time and in the manner specified in said promissory note, and, also, at the cost of said Mortgagors, during the term hereof to keep said mortgaged property in good condition and repair, and, also, to effect and, during the term hereof, maintain full and fire insurance upon said property in the sum of not less than $325,000.00 with good and responsible insurers satisfactory to said Mortgagee, with the loss, if any, payable to the Mortgagee as its interest may appear herein, and, also, to not remove, or permit to be removed, any part of said mortgaged property from the State of Alaska without first obtaining the written consent of the Mortgagee.

The Mortgagors hereby declare and warrant to the Mortgagee and the heirs, executors, administrators, successors and assigns

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of Mortgagee, that the Mortgagors are the absolute owners, and in possession, of all said mortgaged property, and that said property is free and clear of all liens, encumbrances, and adverse claims, and that the Mortgagors have good and legal right to mortgage and convey said property; subject, only to the following express conditions and reservations, namely: NONE.

The Mortgagors hereby further agree to pay all taxes, assessments, rentals, fees, and all other governmental or municipal charges, fines or impositions which may be levied or assessed against said property, or any part thereof, during the term hereof; and, should the Mortgagors so fail to pay said taxes, assessments, rentals, fees and other governmental or municipal charges, fines or impositions, or any of them, then the Mortgagee may pay the same, and, in such event, the amount os paid by the Mortgagee shall become immediately due and owing by the Mortgagors to the Mortgagee and an indebtedness of the Mortgagors to the Mortgagee with interest thereon at the rate specified in said promissory note shall be secured hereby and further, should the Mortgagors fail or refuse to effect said insurance, the Mortgagee may effect it and, in such event, all premiums and monies paid by the Mortgagee for such insurance shall be immediately repayable by the Mortgagors to the Mortgagee and shall become at once an indebtedness from the Mortgagors to the Mortgagee, and, with interest thereon at the rate specified in said promissory note, shall be secured hereby.

IT IS FURTHER AGREED by and between the Mortgagors and the Mortgagee that, should the Mortgagors fail or refuse to perform any or either of the foregoing covenants and agreements, or fail or refuse to pay said promissory note, or the principal or any

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or refuse to pay said promissory note, or the principal or any
any or either of the foregoing covenants and agreements, or fail
Mortgagee that, should the Mortgagors fail or refuse to perform

IT IS FURTHER AGREED by and between the Mortgagors and the
promissory note, shall be secured hereby.
see, and, with interest thereon at the rate specified in said
become at once an indebtedness from the Mortgagors to the Mortga-
able repayable by the Mortgagors to the Mortgagee and shall
monies paid by the Mortgagee for such insurance shall be immedi-
Mortgagee may effect it and, in such event, all premiums and
the Mortgagors fail or refuse to effect said insurance, the
said promissory note shall be secured hereby and further, should
to the Mortgagee with interest thereon at the rate specified in
gagors to the Mortgagee and an indebtedness of the Mortgagors
the Mortgagee shall become immediately due and owing by the Mort-
see may pay the same, and, in such event, the amount so paid by
charge, fines or impositions, or any of them, then the Mortga-
assessments, rentals, fees and other governmental or municipal
herein; and, should the Mortgagors so fail to pay said taxes,
against said property, or any part thereof, during the term
charge, fines or impositions which may be levied or assessed
mens, rentals, fees, and all other governmental or municipal

The Mortgagors hereby further agree to pay all taxes, assess-
conditions and reservations, namely: NONE.
and convey said property; subject, only to the following express
and that the Mortgagors have good and legal right to mortgage
is free and clear of all liens, encumbrances, and adverse claims,
possession, of all said mortgaged property, and that said property
of Mortgagee, that the Mortgagors are the absolute owners, and in

part thereof, or said interest or any part thereof, as provided in said promissory note, or should the Mortgagors fail or refuse to perform any of the conditions or terms herein contained and by the Mortgagors to be performed, the whole of said principal and interest, then remaining unpaid, immediately shall become due and payable in the discretion of the Mortgagee and the latter may proceed to enforce payment of said promissory note and to foreclose this mortgage, and, in such event, the Mortgagee, or its servants, agents, and employees, may take possession of all of said property and use all necessary force so to do and may sell immediately any or all of said property, either with or without, in its discretion, first or ever instituting any suit, action or other proceedings in any court or other judicial forum, at public auction, in Juneau, Alaska, upon first giving ten (10) days' notice thereof by posting in three public places in Juneau, Alaska, and, from the proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said sale, and all cost of said foreclosure, whether by suit or otherwise, and all disbursements made by the Mortgagee for which Mortgagors should have paid under the terms hereof, and

The Mortgagors hereby appoint, empower and authorize in the event of any default by the Mortgagors either in the terms hereof or of said promissory note, the U. S. Marshal, or the successor to the duties of his office, for the District of Alaska, and the Judicial Division in which said property is situated, as well as the Mortgagee, and any agent, servant or employee of the Mortgagee, to execute the power of sale hereinabove granted by the Mortgagors and to advertise and sell the above mortgaged property, and the

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and to advertise and sell the above mortgaged property, and the to exercise the power of sale hereinabove granted by the Mortgagor the Mortgagee, and any agent, servant or employee of the Mortgagee, Judicial Division in which said property is situated, as well as the duties of his office, for the District of Alaska, and the of of said promissory note, the U. S. Marshal, or the successor to event of any default by the Mortgagors either in the terms hereof

The Mortgagors hereby appoint, empower and authorize in the gagors should have paid under the terms hereof, and

wise, and all disbursements made by the Mortgagee for which Mortsale, and all cost of said foreclosure, whether by suit or otherthe proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said by posting in three public places in Juneau, Alaska, and, from Juneau, Alaska, upon first giving ten (10) days' notice thereof in any court or other judicial forum, at public auction, in time or even impleading any suit, action or other proceeding, or all of said property, either with or without, in its discretion, and use all necessary force so to do and may sell immediately any agents, and employees, may take possession of all of said property this mortgage, and, in such event, the Mortgagee, or its servants, deed to enforce payment of said promissory note and to foreclose payable in the discretion of the Mortgagee and the latter may proby the Mortgagors to be performed, the whole of said principal and interest, then remaining unpaid, immediately shall become due and to perform any of the conditions or terms herein contained and in said promissory note, or should the Mortgagors fail or refuse part thereof, or said interest or any part thereof, as provided

whole or any part thereof, upon the request of the Mortgagee, in the manner provided by law, but without the necessity of any foreclosure or other proceedings in any Court or judicial forum, and to apply the proceeds, if any, derived from said sale, upon all monies due the Mortgagee hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said Mortgagors.

IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the Mortgagors during the term hereof and that the Mortgagors may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto.

WITNESS the hands and seals of the Mortgagors on the day and year herein first above written.

Signed, sealed and delivered in the presence of:

ALASKA AIR TRANSPORT, INC., a corporation; MARINE AIRWAYS, a corporation; and, ALASKA AIR TRANSPORT, INC. and MARINE AIRWAYS, Co-Partners, doing business under their copartnership name of "ALASKA COASTAL AIRLINES."

By _____
President of Alaska Air Transport, Inc., and Co-Manager of Alaska Coastal Airlines

ATTEST: (Corporate Seal)

By _____
Secretary of Alaska Air Transport, Inc.

SEAL

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whole or any part thereof, upon the request of the Mortgagee, in the manner provided by law, but without the necessity of any foreclosure or other proceedings in any Court or judicial forum, and to apply the proceeds, if any, derived from said sale, upon all monies due the Mortgagee hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said Mortgagors.

IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the Mortgagors during the term hereof and that the Mortgagors may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto.

WITNESS the hands and seals of the Mortgagors on the day and year herein first above written.

Signed, sealed and delivered in the presence of:

ALASKA AIR TRANSPORT, INC., a corporation; MARINE AIRWAYS, a corporation; and, ALASKA AIR TRANSPORT, INC. and MARINE AIRWAYS, Co-Partners, doing business under their copartnership name of "ALASKA/COASTAL AIRLINES."

By _____
President of Alaska Air Transport, Inc., and Co-Manager of Alaska Coastal Airlines

ATTEST: (Corporate Seal)

By _____
Secretary of Alaska Air Transport, Inc.

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By _____
Vice-President of Marine Airways
and Co-Manager of Alaska Coastal
Airlines

ATTEST: (Corporate Seal)

By _____
Secretary of Marine Airways

UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA.)

SEAL

THIS CERTIFIES that on the 30th day of September, 1959, in Juneau, Alaska, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared SHELDON B. SIMMONS, President, and O. F. BENECKE, Secretary, of ALASKA AIR TRANSPORT, INC., a corporation, and Sheldon B. Simmons as Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, and O. F. BENECKE, Vice-President, and M. E. MONAGLE, Secretary of MARINE AIRWAYS, a corporation, and O. F. Benecke, Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, each individually and severally to me known and known to me to be the individuals described in and who executed the above and foregoing mortgage in their respective capacities as officers and agents of the Mortgagors therein named, and each severally and individually for himself, and not one for the other, acknowledged to me that he had authority from his principal to, and did, execute the above and foregoing mortgage as his own free and voluntary act and deed and as the free and voluntary act and deed of his principal, for the uses and purposes therein mentioned.

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ORIGINAL

Vice-President of Marine Airways
and Co-Manager of Alaska Coastal
Airlines

ATTEST: (Corporate Seal)

Secretary of Marine Airways

UNITED STATES OF AMERICA,)
STATE OF ALASKA.) SS.

THIS CERTIFIES that on the 24 day of September, 1979, in Juneau, Alaska, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared SHELDON B. SIMMONS, President, and O. T. BENSON, Secretary, of ALASKA AIR TRANSPORT, INC., a corporation, and Sheldon B. Simmons as Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, and O. T. BENSON, Vice-President, and M. E. MONAGLE, Secretary of MARINE AIRWAYS, a corporation, and O. T. Benson, Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, each individually and severally to me known and known to me to be the individuals described in and who executed the above and foregoing mortgage in their respective capacities as officers and agents of the Mortgagors therein named, and each severally and individually for himself, and not one for the other, acknowledged to me that he had authority from his principal to, and did, execute the above and foregoing mortgage as his own free and voluntary act and deed and as the free and voluntary act and deed of his principal, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Juneau, Alaska, the day, month and year in this certificate first above written.

SEAL

Notary Public for Alaska. My commission expires: 8-9-61

UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA.)

SHELDON B. SIMMONS and O. F. BENECKE, being first duly sworn, on oath, each for himself and not one for the other, deposes and says: That they are the officers, agents and Co-Managers of all of the Mortgagors named in the above and foregoing mortgage, and have personal knowledge of all of the facts in connection with said mortgage and the loan which said mortgage secured, and that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design or intent to hinder, delay or defraud creditors.

Sheldon B. Simmons

O. F. Benecke

SUBSCRIBED and SWORN to before me at Juneau, Alaska, this 30th day of September, 1959.

Notary Public for Alaska. My commission expires: 8-9-61

SEAL

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Juneau, Alaska, the day, month and year in this certificate first above written.

Notary Public for Alaska. My commission expires:

UNITED STATES OF AMERICA,)
: ss.
STATE OF ALASKA.)

SHELDON E. SIMMONS and O. E. RENEGOS, being first duly sworn, on oath, each for himself and not one for the other, deposes and says: That they are the officers, agents and Co-Mangers of all of the Mortgagors named in the above and foregoing mortgage, and have personal knowledge of all of the facts in connection with said mortgage and the loan which said mortgage secured, and that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design or intent to hinder, delay or defraud creditors.

Sheldon E. Simmons

O. E. Renegos

SUBSCRIBED and SWORN to before me at Juneau, Alaska, this 13 day of September, 1982.

Notary Public for Alaska. My commission expires:

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UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA.)

J. B. DURNEY, being first duly sworn, deposes and says: That he is Vice-President of THE B. M. BEHRENDS BANK, a banking corporation and the Mortgagee named in the foregoing mortgage; that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts therein contained and that the same are true and correct as affiant verily believes; that he makes this affidavit on behalf of the Mortgagee.

J. B. Durney

SUBSCRIBED and SWORN to before me this 30th day of September, 1959, at Juneau, Alaska.

SEAL

Notary Public for Alaska. My commission expires: 8-9-61

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UNITED STATES OF AMERICA,
) ss.
STATE OF ALASKA.

I, S. DUNKEY, being first duly sworn, depose and say: That he is Vice-President of THE B. M. BERNSTEIN BANK, a banking corporation and the Mortgagee named in the foregoing mortgage; that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts therein contained and that the same are true and correct as affiant verily believes; that he makes this affidavit on behalf of the Mortgagee.

S. D. DUNKEY

SUBSCRIBED and SWORN to before me this 30th day of September 1959, at Juneau, Alaska.

Notary Public for Alaska. My commission expires:

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

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FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N-

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

TYPE OF CONVEYANCE Partial Release of Chattel Mortgage doc. #68351	DATE EXECUTED September 30, 1959
FROM The B. M. Behrends Bank	DOCUMENT NO. 167425
TO OR ASSIGNED TO Alaska Coastal Airlines	DATE RECORDED November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)* — TOTAL NUMBER INVOLVED: 1

N-88820

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

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

Form FAA-171 (8-59)

GPO 880362

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

23-2

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

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, showing the registration number of the aircraft under in which the copy is filed.

TYPE OF CONVEYANCE	DATE EXECUTED
Partial Release of Chattel Mortgage doc. #68371	September 30, 1959
FROM: The P. M. Peterson Bank	DOCUMENT NO. 16712J
TO OR ASSIGNED TO: Alaska Coastal Airlines	DATE RECORDED November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED: 1

N-68820

ENGINES

MAKE(S) — TOTAL NUMBER INVOLVED

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS

MAKE(S) — TOTAL NUMBER INVOLVED

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- 27693A ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

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

Form FAA-171 (8-57)

167425

DOC. RECORDED
Nov 6 11 49 AM '59

RELEASE

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

AIRCRAFT MAKE: Grumman Goose

AIRCRAFT SERIAL NO.:

FAA REGISTRATION NUMBER: N 88820

The mortgage dated May ~~20~~ 29 1958, was executed by Alaska Air Transport, Inc., a corporation; Marine Airways, a corporation; and, Alaska Air Transport, Inc., and Marine Airways, Co-Partners doing business under their copartnership name of Alaska Coastal Airlines, to The B. M. Behrends Bank, Mortgagee, and

This mortgage was recorded by the Civil Aeronautics Administration on July 7, 1958, and was assigned document number 68351.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on Sept 30, 1959.

THE B. M. BEHRENDS BANK, Mortgagee,

By J. B. Durney
Its Vice-President.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA,)

On this 30th day of September, 1959, before me personally appeared J. B. Durney, the Vice-President of the above-named mortgagee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he, being duly authorized so to do, executed the same freely and voluntarily and as the free and voluntary act and deed of his principal.

GIVEN under my hand and official seal the day and year herein first above written.

M. G. Mecker
Notary Public for Alaska. My commission expires: 8-9-61

SEAL

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RELEASE

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

AIRCRAFT MAKE: Grumman Goose

AIRCRAFT SERIAL NO.:

FAA REGISTRATION NUMBER: N 88820

The mortgage dated May 26, 1958, was executed by Alaska Air Transport, Inc., a corporation; Marine Airways, a corporation; and, Alaska Air Transport, Inc., and Marine Airways, Co-partners doing business under their copartnership name of Alaska Coastal Airlines, to The B. M. Behrends Bank, Mortgagee, and

This mortgage was recorded by the Civil Aeronautics Administration on July 7, 1958, and was assigned document number 88281.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on Sept 30 1959.

THE B. M. BEHRENDS BANK, Mortgagee,

By _____
Its Vice-President.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA,)
: ss.
STATE OF ALASKA.)

On this 30 day of September, 1959, before me personally appeared J. B. Burney, the Vice-President of the above-named mortgagee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he, being duly authorized so to do, executed the same freely and voluntarily and as the free and voluntary act and deed of his principal.

GIVEN under my hand and official seal the day and year herein first above written.

WASHINGTON, D.C.

Notary Public in and for Alaska. My commission expires:

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

22-3

amj

FEDERAL AVIATION AGENCY
CROSS-REFERENCE - RECORDATION

(Space for release clause)

AIRCRAFT N-

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

TYPE OF CONVEYANCE Partial Release of Chattel Mortgage doc. #68351	DATE EXECUTED September 30, 1959
FROM The B. M. Behrends Bank	DOCUMENT NO. 167426
TO OR ASSIGNED TO Alaska Coastal Airlines	DATE RECORDED November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)* — TOTAL NUMBER INVOLVED: 1

N-4773C

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

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

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

22-2

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

This form is to be used in all cases where a survey, one covers more than one aircraft, or aircraft engines and propellers, under different 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 this copy is filed.

TYPE OF CONVEYANCE: Partial Release of Chattel Mortgage doc. #68391	DATE EXECUTED: September 30, 1959
FROM: The E. M. Parmenie Bank	DOCUMENT NO.: 167129
TO OR ASSIGNED TO: Alaska Coastal Airlines	DATE RECORDED: November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED: 1

N-4773C

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

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

Form FAA-197 (8-60)

GPO 926223

167426

DOC. RECORDED
Nov 6 11 51 AM '59
FEDERAL AVIATION AGENCY

RELEASE

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

AIRCRAFT MAKE: Grumman Goose

AIRCRAFT SERIAL NO.:

FAA REGISTRATION NUMBER: N 4773 C

The mortgage dated May 29, 1958, was executed by Alaska Air Transport, Inc., a corporation; Marine Airways, a corporation; and, Alaska Air Transport, Inc., and Marine Airways, Co-Partners doing business under their copartnership name of Alaska Coastal Airlines, to The B. M. Behrends Bank, Mortgagee, and

This mortgage was recorded by the Civil Aeronautics Administration on July 7, 1958, and was assigned document number 68351.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on Sept 30, 1959.

THE B. M. BEHRENDS BANK, Mortgagee,

By J B Durney
Its Vice-President.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA.)

On this 30th day of September, 1959, before me personally appeared J. B. Durney, the Vice-President of the above-named mortgagee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he, being duly authorized so to do, executed the same freely and voluntarily and as the free and voluntary act and deed of his principal.

GIVEN under my hand and official seal the day and year herein first above written.

M. J. Mackey
Notary Public for Alaska. My commission expires: 12-9-61

SEAL

LAW
RECORDS BRANCH
RECEIVED FOR FILING

RELEASE

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

AIRCRAFT MAKE: Grumman Goose

AIRCRAFT SERIAL NO.:

FAA REGISTRATION NUMBER: N 4773 C

The mortgage dated May 29, 1958, was executed by Alaska Air Transport, Inc., a corporation; Marine Airways, a corporation; and, Alaska Air Transport, Inc., and Marine Airways, Co-Partners doing business under their copartnership name of Alaska General Airlines, to The B. M. Behrends Bank, Mortgagee, and

This mortgage was recorded by the Civil Aeronautics Administration on July 7, 1958, and was assigned document number 6831.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on Sept 30, 1959.

THE B. M. BEHRENDS BANK, Mortgagee,

By _____
Its Vice-President.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA.)

On this 30 day of September, 1959, before me personally appeared J. E. Burney, the Vice-President of the above-named mortgagee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he, being duly authorized so to do, executed the same freely and voluntarily and as the free and voluntary act and deed of his principal.

GIVEN under my hand and official seal the day and year herein first above written.

WASHINGTON, D.C.
Notary Public for the District of Columbia
mission expires Oct 13 2 56 PM '59

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

21-3

amj

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N-

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

TYPE OF CONVEYANCE Partial Release of Chattel Mortgage doc. #68351	DATE EXECUTED September 30, 1959
FROM The B. M. Behrends Bank	DOCUMENT NO. 167427
TO OR ASSIGNED TO Alaska Coastal Airlines	DATE RECORDED November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)* — TOTAL NUMBER INVOLVED: 1

N-4762C

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

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

Form FAA-171 (8-59)

GPO 880362

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

21-2

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

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

TYPE OF CONVEYANCE: Partial Release of Chattel Mortgage Doc. #65351	DATE EXECUTED: September 20, 1959
FROM: The B. M. Schwerdts Bank	DOCUMENT NO.: 16727
TO OR ASSIGNED TO: Alaska Coastal Airlines	DATE RECORDED: November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED: 1

N-4756C

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- 2753A
☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE
☐ LOCATION LISTED ABOVE
☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 866332

167427

DOC. RECORDED
Nov 6 11 53 AM '59
FEDERAL AVIATION AGENCY

RELEASE

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

AIRCRAFT MAKE: Grumman Goose

AIRCRAFT SERIAL NO.:

FAA REGISTRATION NUMBER: N 4762 C

The mortgage dated May 29, 1958, was executed by Alaska Air Transport, Inc., a corporation; Marine Airways, a corporation; and, Alaska Air Transport, Inc., and Marine Airways, Co-Partners doing business under their copartnership name of Alaska Coastal Airlines, to The B. M. Behrends Bank, Mortgagee; and

This mortgage was recorded by the Civil Aeronautics Administration on July 7, 1958, and was assigned document number 68351.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on Sept. 30, 1959.

THE B. M. BEHRENDS BANK, Mortgagee,

By J B Durney
Its Vice-President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA.)

On this 30th day of September, 1959, before me personally appeared J. B. Durney, the Vice-President of the above-named mortgagee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he, being duly authorized so to do, executed the same freely and voluntarily and as the free and voluntary act and deed of his principal.

GIVEN under my hand and official seal the day and year herein first above written.

SEAL

Notary Public for Alaska. My commission expires: 8-9-61

21

RELEASE

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

AIRCRAFT MAKE: Grumman Goose

AIRCRAFT SERIAL NO.:

FAA REGISTRATION NUMBER: N 4762 C

The mortgage dated May 29, 1958, was executed by Alaska Air Transport, Inc., a corporation; Marine Airways, a corporation; and, Alaska Air Transport, Inc., and Marine Airways, Co-Partners doing business under their copartnership name of Alaska Coastal Airlines, to The B. M. Behrends Bank, Mortgagee; and

This mortgage was recorded by the Civil Aeronautics Administration on July 7, 1958, and was assigned document number 6231.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on Sept. 30, 1959.

THE B. M. BEHRENDS BANK, Mortgagee,

By _____
Its Vice-President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA,)
STATE OF ALASKA.) : ss.
)

On this 30th day of September, 1959, before me personally appeared J. E. Dinney, the Vice-President of the above-named mortgagee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he, being duly authorized so to do, executed the same freely and voluntarily and as the free and voluntary act and deed of his principal.

GIVEN under my hand and official seal the day and year herein first above written.

Notary Public for Alaska.
My commission expires: 8-9-61

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

20-3

amj

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N-

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

TYPE OF CONVEYANCE
Partial Release of Chattel Mortgage doc. #68351

DATE EXECUTED
September 30, 1959

FROM
The B. M. Behrends Bank

DOCUMENT NO.
167428

TO OR ASSIGNED TO
Alaska Coastal Airlines

DATE RECORDED
November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

TOTAL NUMBER INVOLVED: 1

AIRCRAFT *(List by registration number)*

N-4774C

TOTAL NUMBER INVOLVED

ENGINES

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

TOTAL NUMBER INVOLVED

PROPELLERS

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

TOTAL NUMBER INVOLVED:

SPARE PARTS - LOCATIONS

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

☐ AIRCRAFT FOLDER N- 2763A

☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ LOCATION LISTED ABOVE

☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 880362

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

20-2

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

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

TYPE OF CONVEYANCE: Partial Release of Chattel Mortgage doc. #65351	DATE EXECUTED: September 30, 1959
FROM: The B. M. Behrends Bank	DOCUMENT NO.: 167420
TO OR ASSIGNED TO: Alaska Coastal Airlines	DATE RECORDED: November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED: 1

N-4774G

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

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

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

Form FAA-177 (3-59)

GPO 820102

167428

DOC. RECORDED
Nov 6 11 55 AM '59
FEDERAL AVIATION AGENCY

RELEASE

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

AIRCRAFT MAKE: Grumman Goose

AIRCRAFT SERIAL NO.:

FAA REGISTRATION NUMBER: N 4774 C

The mortgage dated May 29, 1958, was executed by Alaska Air Transport, Inc., a corporation; Marine Airways, a corporation; and, Alaska Air Transport, Inc., and Marine Airways, Co-Partners doing business under their copartnership name of Alaska Coastal Airlines, to The B. M. Behrends Bank, Mortgagee, and

This mortgage was recorded by the Civil Aeronautics Administration on July 7, 1958, and was assigned document number 68351.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on Sept 30, 1959.

THE B. M. BEHRENDS BANK, Mortgagee,

By _____
Its Vice-President.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA.)

On this 30th day of September, 1959, before me personally appeared J. B. Durney, the Vice-President of the above-named mortgagee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he, being duly authorized so to do, executed the same freely and voluntarily and as the free and voluntary act and deed of his principal.

GIVEN under my hand and official seal the day and year herein first above written.

SEAL

_____
Notary Public for Alaska. My commission expires: 8-9-61

20

RELEASE

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

AIRCRAFT MAKE: Grumman Goose

AIRCRAFT SERIAL NO.:

FAA REGISTRATION NUMBER: N 4774 C

The mortgage dated May 29, 1959, was executed by Alaska Air Transport, Inc., a corporation; Marine Airways, a corporation; and, Alaska Air Transport, Inc., and Marine Airways, Co-Partners doing business under their copartnership name of Alaska Coastal Airlines, to The B. M. Behrends Bank, Mortgagee, and

This mortgage was recorded by the Civil Aeronautics Administration on July 7, 1959, and was assigned document number 6351.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on Sept 30, 1959.

THE B. M. BEHRENDS BANK, Mortgagee,

By _____
Its Vice-President.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA,)
STATE OF ALASKA.) ss.

On this 30 day of September, 1959, before me personally appeared L. E. Dimney, the Vice-President of the above-named mortgagee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he, being duly authorized to do, executed the same freely and voluntarily and as the free and voluntary act and deed of his principal.

GIVEN under my hand and official seal the day and year herein first above written.

SEAL

Notary Public for Alaska. My commission expires: _____
WASHINGTON, D.C.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

19-3

amj

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N-

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

TYPE OF CONVEYANCE Partial release of chattel mortgage doc. #68351	DATE EXECUTED September 30, 1959
FROM The B. M. Behrends Bank	DOCUMENT NO. k 167429
TO OR ASSIGNED TO Alaska Coastal Airlines	DATE RECORDED November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)* — TOTAL NUMBER INVOLVED: 1

N-2763A

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

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

Form FAA-171 (8-59)

GPO 880362

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

19-2

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

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, showing the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE	Partial release of chattel mortgage doc. #68331
DATE EXECUTED	September 30, 1959
FROM	The B. M. Bonnanda Bank
DOCUMENT NO.	167429
TO OR ASSIGNED TO	Alaska Coastal Airlines
DATE RECORDED	November 6, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED: 1

N-2763A

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

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

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

FAA-1971 (8-59)

GPO 800332

167429 19-1

RELEASE

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

AIRCRAFT MAKE: Canso PBY 5 A

AIRCRAFT SERIAL NO: 21232

FAA REGISTRATION NUMBER: N 2763 A

The mortgage dated May 29, 1958, was executed by Alaska Air Transport, Inc., a corporation; Marine Airways, a corporation; and, Alaska Air Transport, Inc., and Marine Airways, Co-Partners doing business u der their copartnership name of Alaska Coastal Airlines, to The B. M. Behrends Bank, Mortgagee, and

This mortgage was recorded by the Civil Aeronautics Administration on July 7, 1958, and was assigned document number 68351.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on Sept 30, 1959.

THE B. M. BEHRENDS BANK, Mortgagee,

By J B Durney
Its Vice-President.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA,)
: SS.
STATE OF ALASKA. :

On this 30th day of September, 1959, before me personally appeared J. B. Durney, the Vice-President of the above-named mortgagee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he, being duly authorized so to do, executed the same freely and voluntarily and as the free and voluntary act and deed of his principal.

GIVEN under my hand and official seal the day and year herein first above written.

M. L. Mackey
Notary Public for Alaska. My commission expires: 8-9-61

SEAL

19

RELEASE

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

AIRCRAFT MAKE: Cessna PAY 5 A

AIRCRAFT SERIAL NO: 21232

FAA REGISTRATION NUMBER: N 2763 A

The mortgage dated May 29, 1958, was executed by Alaska Air Transport, Inc., a corporation; Marine Airways, a corporation; and, Alaska Air Transport, Inc., and Marine Airways, Co-Partners doing business under their copartnership name of Alaska Coastal Airlines, to The B. M. Behrends Bank, Mortgagee, and

This mortgage was recorded by the Civil Aeronautics Administration on July 7, 1958, and was assigned document number 68351.

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

Sept 30 1959

THE B. M. BEHRENDS BANK, Mortgagee,

By _____
Its Vice-President.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA,)
: ss.
STATE OF ALASKA,)

On this 30th day of September, 1959, before me personally appeared J. B. Dunlap, the Vice-President of the above-named mortgagee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he, being duly authorized so to do, executed the same freely and voluntarily and as the free and voluntary act and deed of his principal.

GIVEN under my hand and official seal the day and year herein first above written.

Notary Public for Alaska. My commission expires: 8-[illegible]

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

18-17

U.S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

CROSS-REFERENCE - RECORDATION

MF/mb

(Space for release stamp)

AIRCRAFT N- 2763A
RELEASED
By Document No.
167429

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

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

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

N2763A
N88820
N4773C
N4774C
N4762C

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM ACA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM ACA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

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

USCOMM-DC 31142

FORM ACA-171 (11-57)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

18-16

U.S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

CROSS-REFERENCE - RECONDATION

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

RECORDED
By Document No.
-10/2-2

TYPE OF CONVEYANCE	Chattel Mortgage
DATE EXECUTED	Nov 29, 1950
FROM	Alaska Coastal Airlines
DOCUMENT NO.	68321
TO OR ASSIGNED TO	R. M. Fairbanks Bank
DATE RECORDED	May 1, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (Enter by registration number)

TOTAL NUMBER INVOLVED: 5

N27621
N86020
N47732
N47740
N47560

ENGINES

TOTAL NUMBER INVOLVED

MAKE(S)

FORM ACA-1591 FILED WITH	ENGINE MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS

TOTAL NUMBER INVOLVED:

FORM ACA-1591 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

- [x] AIRCRAFT FOLDER N-27621
- [ ] ENGINE MAKE AND SERIAL NO. LISTED ABOVE
- [ ] LOCATION LISTED ABOVE

USCOMM-DC 8116

FORM ACA-1721 (11-57)

2mf

18-15

68351

DOC. RECORDED

JUL 7 2 01 PM '58

CIVIL AERONAUTICS ADMINISTRATION

CHATTEL MORTGAGE

THIS MORTGAGE, made this 29 day of May, 1958, by ALASKA AIR TRANSPORT, INC., a corporation, and MARINE AIRWAYS, a corporation; individually as corporations and as Co-Partners doing business as "ALASKA COASTAL AIRLINES," of Juneau, Alaska, as Mortgagors, to THE B. M. BEHRENDS BANK, a banking corporation organized and existing under the laws of the Territory of Alaska, with its principal place of business in Juneau, Alaska, as Mortgagee, WITNESSETH:

That Mortgagors hereby mortgage and convey to Mortgagee all that personal property now situated in Juneau, Alaska, and more particularly described as follows:

One (1) Canso (PBY 5 A) Aircraft bearing manufacturer's Serial No. 21232, and CAA No. N 2763 A; and

One (1) Grumman Goose Aircraft, CAA No. N 88820; and

One (1) Grumman Goose Aircraft, CAA No. N 4773 C; and

One (1) Grumman Goose Aircraft, CAA No. N 4774 C; and

One (1) Grumman Goose Aircraft, CAA No. N 4762 C; and,

Also together with all engines installed at any and all times in either or any of said above-described aircraft, and the tackle, apparel, radios, tools, floats, wheels, appliances, all electrical machinery and equipment, and all other miscellaneous equipment and all usual and necessary parts of, located in, or attached to either or any of said above-described aircraft and removable therefrom, and whether removed for repairs or actually in or upon said aircraft or either of them, and all licenses, franchises, and leases appertinent thereto or held by the Mortgagors in connection therewith,

as security for the payment to said Mortgagee of the sum of TWO HUNDRED FIVE THOUSAND ($205,000.00) DOLLARS, lawful money of the United States of America, with interest thereon at the rate of six (6%) per cent per annum, according to the terms of that certain promissory note bearing date even herewith, in the principal sum of $205,000.00, together with interest thereon at said

18-14

CHATTEL MORTGAGE

THIS MORTGAGE, made this 2nd day of June, 1958, by ALASKA AIR TRANSPORT, INC., a corporation, and NORTHS AIRWAYS, a corporation; individually as corporations and as Co-Partners doing business as "ALASKA COASTAL AIRLINES" of Juneau, Alaska, at Mortgagors, to THE H. M. HERMANS BANK, a banking corporation organized and existing under the laws of the Territory of Alaska, with its principal place of business in Juneau, Alaska, as Mortgagee, WITNESSETH:

That Mortgagors hereby mortgage and convey to Mortgagee all that personal property now situated in Juneau, Alaska, and more particularly described as follows:

One (1) Piper (PAX 3 A) Aircraft bearing manufacturer's Serial No. [illegible], and CAA No. N 4965 Z; and

One (1) Grumman Goose Aircraft, CAA No. N 88020; and

One (1) Grumman Goose Aircraft, CAA No. N 4773 C; and

One (1) Grumman Goose Aircraft, CAA No. N 4774 C; and

One (1) Grumman Goose Aircraft, CAA No. N 4775 C; and

Also together with all engines installed at any and all times in either or any of said above-described aircraft, and the battery, spares, radios, radios, tools, wheels, supplies, all electrical equipment and equipment, and all other miscellaneous equipment and all tools and necessary parts of, located in, or attached to either or any of said above-described aircraft and removable therefrom, and whether removed for repairs or actually thereon upon said aircraft or either of them, and all licenses, franchises, and leases appurtenant thereto or held by the Mortgagors in connection therewith.

as security for the payment to said Mortgagee of the sum of TWO HUNDRED FIVE THOUSAND (205,000.00) DOLLARS, lawful money of the United States of America, with interest thereon at the rate of six (6%) per cent per annum, according to the terms of that certain promissory note bearing even herewith, in the principal sum of 205,000.00, together with interest thereon at said

rate, which note has been executed and delivered by said Mortgagors to said Mortgagee and which note is payable as follows:

> An installment of $8,541.67, together with interest on all deferred balances at the rate of six (6%) per cent per annum on or before the first day of July, 1958, a like installment of principal and interest on or before the first day of October, 1958, a like installment of principal and interest on or before the first day of January, 1959, a like installment of principal and interest on or before the first day of April, 1959, and a like installment of principal and interest on or before the first day of July, the first day of October, the first day of January, and the first day of April of each and every year thereafter until said principal sum and interest are all paid in full, but the whole of said principal and interest shall be paid in full on or before July 1, 1964;

and, also, as security for the full and faithful discharge and performance of all obligations and promises by said Mortgagors herein contained.

The Mortgagors hereby promise to pay said sum of $205,000.00, together with said interest thereon, at the time and in the manner specified in said promissory note, and, also, at the cost of said Mortgagors, during the term hereof to keep said mortgaged property in good condition and repair, and, also, to effect and, during the term hereof, maintain hull and fire insurance upon said property in the sum of not less than $205,000.00 with good and responsible insurers satisfactory to said Mortgagee, with the loss, if any, payable to the Mortgagee as its interest may appear therein, and, also, to not remove, or permit to be removed, any part of said mortgaged property from the Territory of Alaska without first obtaining the written consent of the Mortgagee.

The Mortgagors hereby declare and warrant to the Mortgagee and the heirs, executors, administrators, successors, and assigns of Mortgagee, that the Mortgagors are the absolute owners, and

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rado, which note has been executed and delivered by said Mortgagors to said Mortgagee and which notes are payable as follows:

An instalment of $[illegible], [illegible], together with interest on all deferred balances at the rate of six (6%) per cent per annum on or before the third day of July, 1929, a like instalment of principal and interest on or before the first day of October, 1929, a like instalment of principal and interest on or before the first day of January, 1930, a like instalment of principal and interest on or before the first day of April, 1930, and a like instalment of principal and interest on or before the first day of July, the first day of October, the first day of January, and the first day of April of each and every year thereafter until said principal sum and interest are all paid in full, but the whole of said principal and interest must be paid in full on or before July 1, 1934;

and, also, as security for the full and faithful discharge and performance of all obligations and promises, by said Mortgagors herein contained.

The Mortgagors hereby promise to pay said sum of $250,000.00, together with said interest thereon, at the time and in the manner specified in said promissory note, and, also, at the case of said Mortgagors, during the term hereof to keep said mortgaged property in good condition and repair, and, also, to effect and, during the term hereof, maintain full and true insurance upon said property in the sum of not less than $250,000.00 with good and responsible insurers satisfactory to said Mortgagee, with the loss, if any, payable to the Mortgagee as its interest may appear therein, and, also, to not remove, or permit to be removed, any part of said mortgaged property from the territory of Alaska without first obtaining the written consent of the Mortgagee.

The Mortgagors hereby declare and warrant to the Mortgagee and the heirs, successors, administrators, successors, and assigns of Mortgagee, that the Mortgagors are the absolute owners, and

in possession, of all said mortgaged property, and that said property is free and clear of all liens, encumbrances, and adverse claims, and that the Mortgagors have good and legal right to mortgage and convey said property; subject, only to the following express conditions and reservations, namely: NONE.

The Mortgagors hereby further agree to pay all taxes, assessments, rentals, fees, and all other governmental or municipal charges, fines or impositions which may be levied or assessed against said property, or any part thereof, during the term hereof; and, should the Mortgagors so fail to pay said taxes assessments, rentals, fees and other governmental or municipal charges, fines or impositions, or any of them, then the Mortgagee may pay the same, and, in such event, the amount so paid by the Mortgagee shall become immediately due and owing by the Mortgagors to the Mortgagee and an indebtedness of the Mortgagors to the Mortgagee with interest thereon at the rate specified in said promissory note shall be secured hereby and further, should the Mortgagors fail or refuse to effect said insurance, the Mortgagee may effect it and, in such event, all premiums and monies paid by the Mortgagee for such insurance shall be immediately repayable by the Mortgagors to the Mortgagee and shall become at once an indebtedness from the Mortgagors to the Mortgagee, and, with interest thereon at the rate specified in said promissory note, shall be secured hereby.

IT IS FURTHER AGREED by and between the Mortgagors and the Mortgagee that, should the Mortgagors fail or refuse to perform any or either of the foregoing covenants and agreements, or fail or refuse to pay said promissory note, or the principal or any part thereof, or said interest or any part thereof, as provided in said promissory note, or should the Mortgagors fail or

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in possession, of all said mortgaged property, and that said property is free and clear of all liens, encumbrances, and adverse claims, and that the Mortgagors have good and legal right to mortgage and convey such property hereby, subject only to the following outstanding conditions and restrictions, namely: NONE.

The Mortgagors hereby further agree to pay all taxes, assessments, rentals, fees, and all other governmental or municipal charges, fines or impositions which may be levied or assessed against said property, or any part thereof, during the term hereof, and should the Mortgagors so fail to pay said taxes, assessments, rentals, fees and other governmental or municipal charges, fines or impositions, or any of them, then the Mortgagee may pay the same, and, in such event, the amount so paid by the Mortgagee shall become immediately due and owing by the Mortgagors to the Mortgagee and be indebtedness of the Mortgagors to the Mortgagee with interest thereon at the rate specified in said promissory note shall be secured hereby and therefore, should the Mortgagors fail or refuse to effect said insurance, the Mortgagee may effect it and, in such event, all premiums and rentals paid by the Mortgagee for such insurance shall be immediately repayable by the Mortgagors to the Mortgagee and shall become at once an indebtedness from the Mortgagors to the Mortgagee, and, with interest thereon at the rate specified in said promissory note, shall be secured hereby.

In consideration hereof and between the Mortgagors and the Mortgagee that, should the Mortgagors fail or refuse to perform any or either of the foregoing covenants and agreements, or fail or refuse to pay said promissory note, or the principal or any part thereof, or said interest or any part thereof, as provided in said promissory note, or should the Mortgagors fail or

refuse to perform any of the conditions or terms herein contained and by the Mortgagors to be performed, the whole of said principal and interest, then remaining unpaid, immediately shall become due and payable in the discretion of the Mortgagee and the latter may proceed to enforce payment of said promissory note and to foreclose this mortgage, and, in such event, the Mortgagee, or its servants, agents, and employees, may take possession of all of said property and use all necessary force so to do and may sell immediately any or all of said property, either with or without, in its discretion, first or ever instituting any suit, action or other proceedings in any court or other judicial forum, at public auction, in Juneau, Alaska, upon first giving ten (10) days' notice thereof by posting in three public places in Juneau, Alaska, and, from the proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said sale, and all cost of said foreclosure, whether by suit or otherwise, and all disbursements made by the Mortgagee for which Mortgagors should have paid under the terms hereof, and

The Mortgagors hereby appoint, empower and authorize in the event of any default by the Mortgagors either in the terms hereof or of said promissory note, the U. S. Marshal for the District of Alaska and the Judicial Division in which said property is situated, as well as the Mortgagee, and any agent, servant or employee of the Mortgagee, to execute the power of sale hereinabove granted by the Mortgagors and to advertise and sell the above mortgaged property, and the whole or any part thereof, upon the request of the Mortgagee, in the manner provided by law, but without the necessity of any foreclosure or other proceedings in any Court or Judicial forum, and to apply the

-nature to perform any of the conditions or keep herein contained and by the Mortgagors to be performed, the whole of said principal and interest, then thereafter, immediately which become due and payable in the discretion of the Mortgagee and the holder may proceed to enforce payment of said promissory note and to foreclose this mortgage, and, in such event, the Mortgagee, or the servants, agents, and employees, may take possession of all of said property and use all necessary force so to do and may sell immediately any or all of said property, either with or without, in the discretion, first or even installment any suit, action or other proceeding in any court or other judicial forum, as public auction, in Juneau, Alaska, upon first giving ten (10) days' notice thereof by posting in three public places in Juneau, Alaska, and, from the proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said sale, and all cost of said foreclosure, whether by suit or otherwise, and all disbursements made by the Mortgagee for which Mortgagors should have paid under the terms hereof, and

The Mortgagors hereby appoint, empower and authorize in the event of any default by the Mortgagors either in the terms hereof or of said promissory note, the Mortgagee for the Director of Finance and the Judicial Division in which said property is situated, as their attorney, and any agent, servant or employee of the Mortgagee, to execute the power of sale hereinabove granted by the Mortgagors and to advertise and sell the above mortgaged property, and the whole or any part thereof, upon the request of the Mortgagee, in the manner provided by law, but without the necessity of any foreclosure or other proceeding in any Court or Judicial Forum, and to apply the

proceeds, if any, derived from said sale, upon all monies due the Mortgagee hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said Mortgagors.

IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the Mortgagors during the term hereof and that the Mortgagors may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto.

WITNESS the hands and seals of the Mortgagors on the day and year herein first above written.

Signed, sealed and delivered in the presence of:

J. B. Murray

Donna L. Stirp

ALASKA AIR TRANSPORT, INC., a corporation; MARINE AIRWAYS, a corporation; and, ALASKA AIR TRANSPORT, INC., and MARINE AIRWAYS, Co-Partners doing business under their copartnership name of "ALASKA COASTAL AIRLINES."

By Sheldon B. Simmons
President of Alaska Air Transport, Inc., and Co-Manager of Alaska Coastal Airlines

SEAL

ATTEST: (Corporate Seal)

By O. V. Lunke
Secretary of Alaska Air Transport Inc.

SEAL

J. B. Murray

Donna L. Stirp

By O. V. Lunke
Vice-President of Marine Airways and Co-Manager of Alaska Coastal Airlines

ATTEST: (Corporate Seal)

By M. E. Moragle
Secretary of Marine Airways

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proceeds, if any, derived from said sale, upon all monies due the Mortgagee hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said Mortgagor.

IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the Mortgagor during the term hereof and that the Mortgagor may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto.

WITNESS the hands and seals of the Mortgagors on the day and year herein first above written.

Signed, sealed and delivered in the presence of:

ALASKA AIR TRANSPORT, INC., a corporation; MARINE AIRWAYS, a corporation; and, ALASKA AIR ENTERPRISES, INC.; and MARINE AIRWAYS, co-partnership doing business under their separate partnership name of "ALASKA CONNECTIONS AIRWAYS."

By: _____
President of Alaska Air Transport, Inc., and Co-Partner of Alaska Connections Airways

ATTEST: (Corporate Seal)

By: _____
Secretary of Alaska Air Transport

By: _____
Vice-President of Marine Airways and Co-Partner of Alaska Connections Airways

ATTEST: (Corporate Seal)

By: _____
Secretary of Marine Airways

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UNITED STATES OF AMERICA,)
: SS.
TERRITORY OF ALASKA.)

THIS CERTIFIES that on this 29 day of May, 1958, in Juneau, Alaska, before me, the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned and sworn, personally appeared SHELDON B. SIMMONS, President, and O. F. BENECKE, Secretary, of ALASKA AIR TRANSPORT, INC., a corporation, and Sheldon B. Simmons as Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, and O. F. BENECKE, Vice-President, and M. E. MONAGLE, Secretary of MARINE AIRWAYS, a corporation, and O. F. Benecke, Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, each individually and severally to me known and known to me to be the individuals described in and who executed the above and foregoing mortgage in their respective capacities as officers and agents of the Mortgagors therein named, and each severally and individually for himself, and not one for the other, acknowledged to me that he had authority from his principal to, and did execute the above and foregoing mortgage as his own free and voluntary act and deed and as the free and voluntary act and deed of his principal, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Juneau, Alaska, the day, month and year in this certificate first above written.

SEAL

J. B. Burney
Notary Public for Alaska. My commission expires: aug 2, 1958

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ORIGINAL

UNITED STATES OF AMERICA,)
) ss.
TERRITORY OF ALASKA.)

THIS CERTIFIED that on this 24 day of May, 1984, in Juneau, Alaska, before me, the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned and sworn, personally appeared SHELTON E. SIMMONS, President, and O. E. HEMMEN, Secretary, of ALASKA AIR TRANSPORT, INC., a corporation, and BRIDGE E. Simmons as Co-Manager of ALASKA CONTINENTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, and O. E. HEMMEN, Vice-President, and M. E. HEMMEN, Secretary of MARINE AIRWAYS, a corporation, and O. E. Hemmen, Co-Manager of ALASKA CONTINENTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc., and Marine Airways, such individually and severally to me known and known to me to be the individuals described in and who executed the above and foregoing mortgage in their respective capacities as officers and agents of the Mortgagors therein named, and each severally and individually for himself, and not one for the other, acknowledged to me that he had authority from his principal to, and did execute the above and foregoing mortgage as his own free and voluntary act and deed and as the free and voluntary act and deed of his principal, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Juneau, Alaska, the day, month and year in this certificate first above written.

Notary Public for Alaska. My commission expires: [illegible]

UNITED STATES OF AMERICA,)
: SS.
TERRITORY OF ALASKA.)

SHELDON B. SIMMONS and O. F. BENECKE, being first duly sworn, on oath, each for himself and not one for the other, deposes and says: That they are the officers, agents and Co-Managers of all of the Mortgagors named in the above and foregoing mortgage, and have personal knowledge of all of the facts in connection with said mortgage and the loan which said mortgage secures, and that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design or intent to hinder, delay or defraud creditors.

Sheldon B. Simmons

Sheldon B. Simmons

O. F. Benecke

O. F. Benecke

SUBSCRIBED and SWORN to before me at Juneau, Alaska, this 29 day of May, 1958.

SEAL

Notary Public for Alaska. My commission expires: aug 2, 1958

UNITED STATES OF AMERICA,)
: SS.
TERRITORY OF ALASKA.)

J. F. MULLEN, being first duly sworn, deposes and says: That he is President of THE B. M. BEHRENDS BANK, a banking corporation and the Mortgagee named in the foregoing mortgage; that said mortgage is made in good faith to secure the payment of the

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UNITED STATES OF AMERICA,)
TERRITORY OF ALASKA.) ss.

BENJAMIN R. SIMMONS and C. T. DENNING, being first duly sworn, on oath, each for himself and not one for the other, deposes and says: That they are the officers, agents and attorneys of all of the Mortgagors named in the above and foregoing mortgage, and have personal knowledge of all of the facts in connection with said mortgage and the loan which said mortgage secures, and that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design or intent to hinder, delay or defraud creditors.

Benjamin R. Simmons

C.T. Denning

SUBSCRIBED and SWORN to before me at Juneau, Alaska, this 29 day of May, 1983.

Notary Public in and for the State of Alaska
My commission expires: [illegible]

UNITED STATES OF AMERICA,)
TERRITORY OF ALASKA.) ss.

T. R. Jones, being first duly sworn, deposes and says: That he is President of Jack R. Simmons Bank, a banking corporation and the Mortgagee named in the foregoing mortgage; that said mortgage is made in good faith to secure the payment of the

sum therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts therein contained and that the same are true and correct as affiant verily believes; that he makes this affidavit on behalf of the Mortgagee.

SUBSCRIBED and SWORN to before me this 29 day of May, 1958, at Juneau, Alaska.

Notary Public for Alaska. My commission expires: Aug 2, 1958

SEAL

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ORIGINAL

Now therefore hereby, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts therein contained and that the same are true and correct as affiant verily believes; that he makes this affidavit on behalf of the Mortgagee.

SUBSCRIBED and SWORN to before me this 27 day of May, 1983, at Juneau, Alaska.

Notary Public for Alaska. My commission expires: [illegible]

RECEIVED

JUN 17 3 34 PM '83

RECORDED

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

17-3

U.S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

CROSS-REFERENCE - RECORDATION

MF/mb

(Space for release stamp)

AIRCRAFT N--

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

TYPE OF CONVEYANCE	DATE EXECUTED
Release of CM, doc. #44915	May 29, 1958
FROM	**DOCUMENT NO.**
The B. M. Behrends Bank	68350
TO OR ASSIGNED TO	**DATE RECORDED**
Alaska Air Transport, Inc. & Marine Airways, dba Alaska Coastal Airlines	July 7, 1958

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)* — TOTAL NUMBER INVOLVED: 2

N2763A and N88820

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM ACA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM ACA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

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

USCOMM-DC 31142

FORM ACA-171 (11-57)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

17-2

U.S. DEPARTMENT OF COMMERCE · CIVIL AERONAUTICS ADMINISTRATION

CROSS-REFERENCE - RECORDATION

NE/NO

AIRCRAFT

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

TYPE OF CONVEYANCE	DATE EXECUTED
Release of CM, doc. #44915	May 29, 1958
FROM	**DOCUMENT NO.**
The B. M. Emmerdz Bank	68350
TO OR ASSIGNED TO	**DATE RECORDED**
Alaska Air Transport, Inc. & Marine Airways, dba Alaska Coastal Airlines	July 7, 1958

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED: 2

N27634 and N88820

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM ACA-1591 FILED WITH	ENGINE MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM ACA-1591 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

- [x] AIRCRAFT FOLDER N- 27634
- [ ] ENGINE MAKE AND SERIAL NO. LISTED ABOVE
- [ ] LOCATION LISTED ABOVE

USCOMM-DC 51142 — FORM ACA-171 (1-57)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

17-1

68350

RELEASE

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

DOC. RECORDED

AIRCRAFT MAKE	
One Canso (PBY 5 A) and One (1) Grumann Goose	
AIRCRAFT SERIAL NUMBER	CAA REGISTRATION NUMBER
21232 and G 21 A.	N2763A and N88220

JUL 7 1 59 PM '58
CIVIL AERONAUTICS ADMINISTRATION

The mortgage dated December 31, 1957 executed by Alaska Air Transport, Inc., and Marine Airways, Inc., as Copartners DBA. ALASKA COASTAL AIRLINES, Juneau, Alaska, (mortgagor),

to THE B. M. BEHRENDS BANK, Juneau, Alaska, (mortgagee),

and assigned to NONE.

This mortgage was recorded by the Civil Aeronautics Administration on February 19,1958,

and was assigned document number 44915.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on May 29,1958

THE B. M. BEHRENDS BANK.
NAME OF MORTGAGEE OR ASSIGNEE OR NAME OF CORPORATION

BY Signature [signature]

Title President.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA,
TERRITORY OF ALASKA. } ss:

On this 29 day of May, 19 58, before me personally appeared the above-named mortgagee or assignee to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as free act and deed.

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

(SEAL) SEAL

[signature]
NOTARY PUBLIC for Alaska.

My commission expires: Aug 2, 1958

A4.109 COMM-DC 30063

FORM ACA-506 (2-53)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

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U.S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

CROSS-REFERENCE - RECORDATION GEK/mb

(Space for release stamp)

AIRCRAFT N- 2763A

RELEASED BY
DOC. 68350

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

TYPE OF CONVEYANCE Chattel Mortgage	DATE EXECUTED December 31, 1957
FROM Alaska Air Transport, Inc. and Marine Airways, dba Alaska Coastal Airlines.	DOCUMENT NO. 44915
TO OR ASSIGNED TO The B. M. Behrends Bank	DATE RECORDED February 19, 1958

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT *(List by registration number)* — TOTAL NUMBER INVOLVED: 2

N2763A and N88820

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM ACA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM ACA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE *(Check one)*

- [X] AIRCRAFT FOLDER N- 2763A
- [ ] ENGINE MAKE AND SERIAL NO: LISTED ABOVE
- [ ] LOCATION LISTED ABOVE

FORM ACA-171 (11-57)

USCOMM-DC 31142

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

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U.S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

(Name in full, initials, etc.)

CROSS-REFERENCE - RECORDATION

GEX/MD

AIRCRAFT NO.

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

RECORDED 81
DOC.

TYPE OF CONVEYANCE: Chattel Mortgage

DATE EXECUTED: December 31, 1957

FROM: Alaska Airlines, Inc. and Marine Airways, dba Alaska Coastal Airlines.

DOCUMENT NO.: 14915

TO OR ASSIGNED TO: The B. M. Behrends Bank

DATE RECORDED: February 19, 1958

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)

TOTAL NUMBER INVOLVED: 2

N2763A and N8882O

ENGINES

MAKE(S)

TOTAL NUMBER INVOLVED

FORM ACA-1551 FILED WITH	ENGINE MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS

TOTAL NUMBER INVOLVED:

FORM ACA-1551 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

☒ AIRCRAFT FOLDER N. 2763A

☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ LOCATION LISTED ABOVE

USCOMM-DC 51742

FORM ACA-121 (11-57)

44915 16-15

1 fee OK

CHATTEL MORTGAGE

THIS MORTGAGE, made this 31 day of December, 1957, by ALASKA AIR TRANSPORT, INC., a corporation, and MARINE AIRWAYS, a corporation; individually as corporations and as Co-Partners doing business as "ALASKA COASTAL AIRLINES", of Juneau, Alaska, as mortgagors, to THE B. M. BEHRENDS BANK, a banking corporation Box 187 Juneau, Alaska organized and existing under the laws of the Territory of Alaska, with its principal place of business in Juneau, Alaska, as mortgagee, WITNESSETH:

The mortgagors hereby mortgage and convey to mortgagee all that personal property now situated in Juneau, Alaska, and more particularly described as follows:

> One (1) Canso (PBY 5 A) Aircraft bearing Manufacturer's Serial No. 21232, and CAA No. ~~N 5609 V~~ N2763A and, One (1) Grumann Goose, aircraft serial No. G 21 A, CAA No. N 88820; and, also together with all engines installed at any and all times in either or both of the above described aircraft, or if under repair or not installed, the engines last installed in either or both of said above described aircraft, and the tackle, apparel, radios, tools, floats, wheels, appliances, all electrical machinery and equipment, and all other miscellaneous equipment and all usual and necessary parts of, located in, or attached to either and both of said above described aircraft and removable therefrom, and whether removed for repairs or actually in or upon said aircraft or either of them, and all licenses, franchises, and leases appertinent thereto or held by the mortgagors in connection therewith,

as security for the payment to said mortgagee of the sum of EIGHTY THOUSAND ($80,000.00) DOLLARS, lawful money of the United States of America, with interest thereon at the rate of six (6%) percent per annum, according to the terms of that certain promissory note bearing date even herewith, in the principal sum of $80,000.00, together with interest thereon at said rate, which note has been executed and delivered by said mortgagors to said mortgagee and which note is payable as follows:

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CHATTEL MORTGAGE

THIS MORTGAGE, made this 31 day of DECEMBER, 1957, by ALASKA AIR TRANSPORT, INC., a corporation, and MARINE AIRWAYS, a corporation; individually as corporations and as Co-Partners doing business as "ALASKA COASTAL AIRLINES", of Juneau, Alaska, as mortgagors, to THE B. M. BEHRENDS BANK, a banking corporation organized and existing under the laws of the Territory of Alaska, with its principal place of business in Juneau, Alaska, as mortgagee, WITNESSETH:

The mortgagors hereby mortgage and convey to mortgagee all that personal property now situated in Juneau, Alaska, and more particularly described as follows:

One (1) Cessna (FBY 5 A) Aircraft bearing Manufacturer's Serial No. 21232, and CAA No. ~~N 3005 V~~ NATLJA, and, One (1) Grumman Goose, aircraft serial No. G 21 A, CAA No. N 88820; and, also together with all engines installed at any and all times in either or both of the above described aircraft, or if under repair or not installed, the engines last installed in either or both of said above described aircraft, and the tackle, apparel, radios, tools, floats, wheels, appliances, all electrical machinery and equipment, and all other miscellaneous equipment and all usual and necessary parts of, located in, or attached to either and both of said above described aircraft and removable therefrom, and whether removed for repairs or actually in or upon said aircraft or either of them, and all licenses, franchises, and leases appertinent thereto or held by the mortgagors in connection therewith.

as security for the payment to said mortgagee of the sum of EIGHTY THOUSAND ($80,000.00) DOLLARS, lawful money of the United States of America, with interest thereon at the rate of six (6%) percent per annum, according to the terms of that certain promissory note bearing date even herewith, in the principal sum of $80,000.00, together with interest thereon at said rate, which note has been executed and delivered by said mortgagors to said mortgagee and which note is payable as follows:

An installment of $3,333.33 together with interest on all deferred balances at the rate of six (6%) per cent per annum on or before the first day of April, 1958, a like installment of principal and interest on or before the first day of July, 1958, a like installment of principal and interest on or before the first day of October, 1958, a like installment of principal and interest on or before the first day of January, 1959, and a like installment of principal and interest on or before the first day of April, the first day of July, the first day of October and the first day of January of each and every year thereafter until said principal sum and interest are all paid in full, but the whole of said principal and interest shall be paid in full on or before April 1, 1963;

and, also, as security for the full and faithful discharge and performance of all obligations and promises by said mortgagors herein contained.

The mortgagors hereby promise to pay said sum of $80,000.00, together with said interest thereon, at the time and in the manner specified in said promissory note, and, also, at the cost of said mortgagors, during the term hereof to keep said mortgaged property in good condition and repair, and, also, to effect and, during the term hereof, maintain hull and fire insurance upon said property in the sum of not less than $80,000.00 with good and responsible insurers satisfactory to said mortgagee, with the loss, if any, payable to the mortgagee as their interest may appear therein, and, also, to not remove, or permit to be removed, any part of said mortgaged property from the Territory of Alaska without first obtaining the written consent of the mortgagee.

The mortgagors hereby declare and warrant to the mortgagee, and the heirs, executors, administrators, successors, and assigns of mortgagee, that the mortgagors are the absolute owners, and in possession, of all said mortgaged property, and that said property is free and clear of all liens, encumbrances, and adverse claims, and that the mortgagors have good and legal right to mortgage and convey said property; subject, only to the following

16-12

An installment of $3,333.33 together with interest on all deferred balances at the rate of six (6%) per cent per annum on or before the first day of April, 1938, a like installment of principal and interest on or before the first day of July, 1938, a like installment of principal and interest on or before the first day of October, 1938, a like installment of principal and interest on or before the first day of January, 1939, and a like installment of principal and interest on or before the first day of April, the first day of July, the first day of October and the first day of January of each and every year thereafter until said principal sum and interest are all paid in full, but the whole of said principal and interest shall be paid in full on or before April 1, 1939;

and, also, as security for the full and faithful discharge and performance of all obligations and promises by said mortgagors herein contained.

The mortgagors hereby promise to pay said sum of $80,000.00, together with said interest thereon, at the time and in the manner specified in said promissory note, and, also, at the cost of said mortgagors, during the term hereof to keep said mortgaged property in good condition and repair, and, also, to effect and, during the term hereof, maintain hull and fire insurance upon said property in the sum of not less than $80,000.00 with good and responsible insurers satisfactory to said mortgagee, with the loss, if any, payable to the mortgagee as their interest may appear therein, and, also, to not remove, or permit to be removed, any part of said mortgaged property from the Territory of Alaska without first obtaining the written consent of the mortgagee.

The mortgagors hereby declare and warrant to the mortgagee, and the heirs, executors, administrators, successors, and assigns of mortgagee, that the mortgagors are the absolute owners, and in possession, of all said mortgaged property, and that said property is free and clear of all liens, encumbrances, and adverse claims, and that the mortgagors have good and legal rights to mortgage and convey said property; subject, only to the following

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express conditions and reservations, namely: NONE.

The mortgagors hereby further agree to pay all taxes, assessments, rentals, fees, and all other governmental or municipal charges, fines or impositions which may be levied or assessed against said property, or any part thereof, during the term hereof; and, should the mortgagors fail to pay said taxes, assessments, rentals, fees and other governmental or municipal charges, fines or impositions, or any of them, then the mortgagee may pay the same, and, in such event, the amount so paid by the mortgagee shall become immediately due and owing by the mortgagors to the mortgagee and an indebtedness of the mortgagors to the mortgagee and with interest thereon at the rate specified in said promissory note shall be secured hereby and further, should the mortgagors fail or refuse to effect said insurance, the mortgagee may effect it and, in such event, all premiums and monies paid by the mortgagee for such insurance shall be immediately repayable by the mortgagors to the mortgagee and shall become at once an indebtedness from the mortgagors to the mortgagee, and, with interest thereon at the rate specified in said promissory note, shall be secured hereby.

IT IS FURTHER AGREED by and between the mortgagors and the mortgagee that, should the mortgagors fail or refuse to perform any or either of the foregoing covenants and agreements, or fail or refuse to pay said promissory note, or the principal or any part thereof, or said interest or any part thereof, as provided in said promissory note, or should the mortgagors fail or refuse to perform any of the conditions or terms herein contained and by the mortgagors to be performed, the whole of said principal and interest, then remaining unpaid, immediately shall become due and payable in the discretion of the mortgagee and

16-10

express conditions and reservations, namely: NONE.

The mortgagors hereby further agree to pay all taxes, assessments, rentals, fees, and all other governmental or municipal charges, fines or impositions which may be levied or assessed against said property, or any part thereof, during the term hereof; and, should the mortgagors fail to pay said taxes, assessments, rentals, fees and other governmental or municipal charges, fines or impositions, or any of them, then the mortgagee may pay the same, and, in such event, the amount so paid by the mortgagee shall become immediately due and owing by the mortgagors to the mortgagee and an indebtedness of the mortgagors to the mortgagee and with interest thereon at the rate specified in said promissory note shall be secured hereby and further, should the mortgagors fail or refuse to effect said insurance, the mortgagee may effect it and, in such event, all premiums and monies paid by the mortgagee for such insurance shall be immediately repayable by the mortgagors to the mortgagee and shall become at once an indebtedness from the mortgagors to the mortgagee, and, with interest thereon at the rate specified in said promissory note, shall be secured hereby.

IT IS FURTHER AGREED by and between the mortgagors and the mortgagee that, should the mortgagors fail or refuse to perform any or either of the foregoing covenants and agreements, or fail or refuse to pay said promissory note, or the principal or any part thereof, or said interest or any part thereof, as provided in said promissory note, or should the mortgagors fail or refuse to perform any of the conditions or terms herein contained and by the mortgagors to be performed, the whole of said principal and interest, then remaining unpaid, immediately shall become due and payable in the discretion of the mortgagee and

the latter may proceed to enforce payment of said promissory note and to foreclose this mortgage, and, in such event, the mortgagee, or its servants, agents, and employees, may take possession of all of said property and use all necessary force so to do and may sell immediately any or all of said property, either with or without, in its discretion, first or ever instituting any suit, action or other proceedings in any court or other judicial forum, at public auction, in Juneau, Alaska, upon first giving ten (10) days' notice thereof by posting in three public places in Juneau, Alaska, and, from the proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said sale, and all cost of said foreclosure, whether by suit or otherwise, and all disbursements made by mortgagee for which mortgagors should have paid under the terms hereof, and

The mortgagors hereby appoint, empower and authorize in the event of any default by the mortgagors either in the terms hereof or of said promissory note, the U. S. Marshal for the District of Alaska and the Judicial Division in which said property is situated, as well as the mortgagee, and any agent, servant or employee of the mortgagee, to execute the power of sale hereinabove granted by the mortgagors and to advertise and sell the above mortgaged property, and the whole or any part thereof, upon the request of the mortgagee, in the manner provided by law, but without the necessity of any foreclosure or other proceedings in any Court or Judicial forum, and to apply the proceeds, if any, derived from said sale, upon all monies due the mortgagee hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said mortgagors.

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16-8

the latter may proceed to enforce payment of said promissory note and to foreclose this mortgage, and, in such event, the mortgagee, or its servants, agents, and employees, may take possession of all of said property and use all necessary force so to do and may sell immediately any or all of said property, either with or without, in its discretion, first or even instituting any suit, action or other proceedings in any court or other judicial forum, at public auction, in Juneau, Alaska, upon first giving ten (10) days' notice thereof by posting in three public places in Juneau, Alaska, and, from the proceeds derived from said sale, pay all of the principal and interest then remaining unpaid upon said promissory note, together with a reasonable attorney's fee and the costs of said sale, and all cost of said foreclosure, whether by suit or otherwise, and all disbursements made by mortgagee for which mortgagors should have paid under the terms hereof, and

The mortgagors hereby appoint, empower and authorize in the event of any default by the mortgagors either in the terms hereof or of said promissory note, the U. S. Marshal for the District of Alaska and the Judicial Division in which said property is situated, as well as the mortgagee, and any agent, servant or employee of the mortgagee, to execute the power of sale hereinabove granted by the mortgagors and to advertise and sell the above mortgaged property, and the whole or any part thereof, upon the request of the mortgagee, in the manner provided by law, but without the necessity of any foreclosure or other proceedings in any Court or Judicial Forum, and to apply the proceeds, if any, derived from said sale, upon all monies due the mortgagee hereunder, including costs and attorney's fees as aforesaid, but the excess, if any, shall be paid to said mortgagors.

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IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the mortgagors during the term hereof and that the mortgagors may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto.

WITNESS the hands and seals of the mortgagors on the day and year herein first above written.

Signed, sealed and delivered in the presence of:

J. B. Dunning

M. E. Mackey

ALASKA AIR TRANSPORT, INC., a corporation; MARINE AIRWAYS, a corporation; and, ALASKA AIR TRANSPORT, INC., and MARINE AIRWAYS, Co-Partners doing business under their copartnership name of "ALASKA COASTAL AIRLINES".

By Sheldon Simmons
President of Alaska Air Transport, Inc. and Co-Manager of Alaska Coastal Airlines

ATTEST: (CORPORATE SEAL)

By C. V. Amuko
Secretary of Alaska Air Transport, Inc.

SEAL

J. B. Dunning

M. E. Mackey

By C. V. Amuko
Vice President of Marine Airways and Co-Manager of Alaska Coastal Airlines

SEAL

ATTEST: (CORPORATE SEAL)

By M. E. Monagle
Secretary of Marine Airways

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IT IS MUTUALLY AGREED by the parties hereto that said mortgaged property may remain in the possession of the mortgagors during the term hereof and that the mortgagors may use said property subject to the provisions hereof.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto.

WITNESS the hands and seals of the mortgagors on the day and year herein first above written.

Signed, sealed and delivered in the presence of:

ALASKA AIR TRANSPORT, INC., a corporation; MARINE AIRWAYS, a corporation; and, ALASKA AIR TRANSPORT, INC., and MARINE AIRWAYS, Co-Partners doing business under their copartnership name of "ALASKA COASTAL AIRLINES".

BY
President of Alaska Air Transport, Inc. and Co-Manager of Alaska Coastal Airlines

ATTEST: (CORPORATE SEAL)

BY
Secretary of Alaska Air Transport, Inc.

BY
Vice President of Marine Airways and Co-Manager of Alaska Coastal Airlines

ATTEST: (CORPORATE SEAL)

BY
Secretary of Marine Airways

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UNITED STATES OF AMERICA)
: ss.
TERRITORY OF ALASKA)

THIS CERTIFIES that on this 31st day of December, 1957, in Juneau, Alaska, before me, the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned and sworn, personally appeared SHELDON B. SIMMONS, President, and O. F. BENECKE, Secretary, of ALASKA AIR TRANSPORT, INC., a corporation, and Sheldon B. Simmons as Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc. and Marine Airways, and O. F. BENECKE, Vice-President, and M. E. MONAGLE, Secretary of MARINE AIRWAYS, a corporation, and O. F. Benecke, Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc. and Marine Airways, each individually and severally to me known and known to me to be the individuals described in and who executed the above and foregoing mortgage in their respective capacities as officers and agents of the mortgagors therein named, and each severally and individually for himself, and not one for the other, acknowledged to me that he had authority from his principal to, and did execute the above and foregoing mortgage as his own free and voluntary act and deed and as the free and voluntary act and deed of his principal, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Juneau, Alaska, the day, month and year in this certificate first above written.

SEAL

Notary Public for Alaska. My commission expires: 8-9-61

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UNITED STATES OF AMERICA)
: ss.
TERRITORY OF ALASKA

THIS CERTIFIES that on this 31 day of December, 1957, in Juneau, Alaska, before me, the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned and sworn, personally appeared SHELDON B. SIMMONS, President, and O. F. BENNCKE, Secretary, of ALASKA AIR TRANSPORT, INC., a corporation, and Sheldon B. Simmons as Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc. and Marine Airways, and O. F. BENNCKE, Vice-President, and M. E. NOMADEE, Secretary of MARINE AIRWAYS, a corporation, and O. F. Benncke, Co-Manager of ALASKA COASTAL AIRLINES, a copartnership consisting of Alaska Air Transport, Inc. and Marine Airways, each individually and severally to me known and known to me to be the individuals described in and who executed the above and foregoing mortgage in their respective capacities as officers and agents of the mortgagors therein named, and each severally and individually for himself, and not one for the other, acknowledged to me that he had authority from his principal to, and did execute the above and foregoing mortgage as his own free and voluntary act and deed and as the free and voluntary act and deed of his principal, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Juneau, Alaska, the day, month and year in this certificate first above written.

Notary Public for Alaska. My commission expires: 8-9-61

JAS

16-3

UNITED STATES OF AMERICA)
: ss.
TERRITORY OF ALASKA)

SHELDON B. SIMMONS and O. F. BENECKE, being first duly sworn, on oath, each for himself and not one for the other, deposes and says: That they are the officers, agents and Co-Managers of all of the mortgagors named in the above and foregoing mortgage, and have personal knowledge of all of the facts in connection with said mortgage and the loan which said mortgage secures, and that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design or intent to hinder, delay or defraud creditors.

Sheldon B. Simmons

O. F. Benecke

SEAL

SUBSCRIBED and SWORN to before me at Juneau, Alaska, this 31st day of December, 1957.

M. G. Mackey
Notary Public for Alaska. My commission expires: 8-9-61

UNITED STATES OF AMERICA)
: ss.
TERRITORY OF ALASKA)

J. F. MULLEN, being first duly sworn, deposes and says: That he is President of THE B. M. BEHRENDS BANK, a banking corporation and the mortgagee named in the foregoing mortgage; that

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UNITED STATES OF AMERICA)
: ss.
TERRITORY OF ALASKA)

SHERLOCK E. SIMMONS and O. F. DENEGRE, being first duly sworn, on oath, each for himself and not one for the other, deposes and says: That they are the officers, agents and Co-managers of all of the mortgagors named in the above and foregoing mortgage, and have personal knowledge of all of the facts in connection with said mortgage and the loan which said mortgage secures, and that said mortgage is made in good faith to secure the payment of the sum therein named, and without any design or intent to hinder, delay or defraud creditors.

Sherlock E. Simmons

O. F. Denegre

SUBSCRIBED and SWORN to before me at Juneau, Alaska, this 31 day of December, 1957.

Notary Public for Alaska. My commission expires: 8-4-61

UNITED STATES OF AMERICA)
: ss.
TERRITORY OF ALASKA)

E. E. MOHLER, being first duly sworn, deposes and says: that he is President of THE B. M. FERNANDES BANK, a banking corporation and the mortgagee named in the foregoing mortgagor: that

16-1

said mortgage is made in good faith to secure the payment of the sum therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts therein contained and that the same are true and correct as affiant verily believes; that he makes this affidavit on behalf of the mortgagee.

J. Tomillen

SUBSCRIBED and SWORN to before me this 31st day of December, 1957, at Juneau, Alaska.

SEAL

M. S. Mackey
Notary Public for Alaska. My commission expires: 8-9-61

16

said mortgage is made in good faith to secure the payment of the sum therein named, and without any design to hinder, delay or defraud creditors; that affiant has personal knowledge of the facts therein contained and that the same are true and correct as affiant verily believes; that he makes this affidavit on behalf of the mortgagee.

SUBSCRIBED and SWORN to before me this 31 day of December, 1977, at Juneau, Alaska.

Notary Public for Alaska
My commission expires: 8-12-81

SEAL

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

15-1

FORM CA-500 (PART A)(3-56)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS	MAKE AND MODEL OF AIRCRAFT	AIRCRAFT SERIAL NO.
N 2763A	28-5ACF Consolidated-Vultee	21232

Alaska Coastal Airlines

NAME OF OWNER

2 Marine Way

ADDRESS OF OWNER—NUMBER AND STREET

Juneau, Alaska

CITY ZONE STATE

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 of International Civil Aviation dated 7 December 1944, and the Civil Aeronautics Act of 1938, as amended, and regulations issued thereunder.

FOR THE ADMINISTRATOR OF CIVIL AERONAUTICS

DATE OF ISSUE:

February 5, 1958 cw

Robert C Forbes

CHIEF, AIRCRAFT & AIRMAN RECORDS BRANCH

Forward This Copy and the Duplicate Copy to Washington.

(OVER)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

15

AERO

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

FORM ACA-500 (5-49)
PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
APPLICATION FOR REGISTRATION

FORM APPROVED BUDGET BUREAU NO. 41-R289.1 141

1. REGISTRATION NO. N 27631

2. NAME OF APPLICANT
ALASKA COASTAL AIRLINES

3. ADDRESS (*Number, street, city, zone, and State*)
2 MARINE WAY
JUNEAU, ALASKA

4. AIRCRAFT
MAKE 28-5ACF CONSOLIDATED-VULTEE
SERIAL NO. 21232

FORWARD TO WASHINGTON

5. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, AIRCRAFT RECORDS SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D. C., ON November 8, 1957; THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938.

SIGNATURE OF APPLICANT (IN INK) S. B. Simmons

TITLE S. B. SIMMONS Co-Manager

b. 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.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

14

RECEIVED
NOV 14 11 09 AM '57
ADMIN. & RECORDS BRANCH
AV-240

13-3

Williams & Mackie Ltd., Printers and Stationers, Vancouver 2, B.C.

"A"

This Indenture,

made the 4th day of November in the year of our Lord one thousand nine hundred and fifty-seven;

In Pursuance of the "Bills of Sale Act"

Between

PACIFIC WESTERN AIRLINES LTD., a Company duly incorporated under the laws of the Province of British Columbia, and having an office at Vancouver Airport, City of Vancouver, Province aforesaid;

Insert full Names, Addresses and Occupation of Parties

(hereinafter called the Grantor) of the First Part

AND

ALASKA COASTAL AIRLINES, of 82 Marine Way, Juneau, Alaska,

(hereinafter called the Grantee) of the Second Part

Whereas, the Grantor is possessed of the goods and personal chattels hereinafter set forth, described and enumerated, and hath contracted and agreed with the Grantee for the absolute sale to him of the same, upon the terms and considerations hereinafter set forth.

Now this Indenture Witnesseth, that in pursuance of the said Agreement, and in consideration of the sum of **Sixty Thousand Dollars ($60,000.00) - United States Funds, ~~lawful money of Canada,~~** paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said Grantor hath bargained, sold, assigned, transferred and set over, and by these presents Doth bargain, sell, assign, transfer and set over unto the Grantee:

All those the said goods and personal chattels described and enumerated as follows:

One only Canso Amphibian Aircraft, Manufacturers' Serial #21232, designated Canadian Registration CF-GHU, complete with Pratt & Whitney Engines, R.1830-92, Motor Serial #326201 and 463058;

All of which goods and personal chattels are now in the possession of **the Grantor** and are situate, lying and being in, upon or about **Vancouver Airport,** in the **CITY** of **Vancouver** in the County of **Vancouver** in the Province of British Columbia.

And all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, otherwise howsoever, of the said Grantor, of, in, to, and out of the same, and every part thereof:

To have and to hold the said assigned goods and personal chattels and each and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee, to and for his sole and only use Forever:

Delivery of said aircraft to be made by the Grantor to the Grantee at the Grantor's risk, such delivery to be taken by the Grantee at Juneau, Alaska.

And the said Grantor **Doth** hereby Covenant, Promise and Agree with the said Grantee, in manner following, that is to say:
That the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods and personal chattels, and every of them, and every part thereof: **And** that the said Grantor now has in himself good right to assign the same unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents; **And** that the said Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods and personal chattels and every of them, and every part thereof, to and for his own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever, of, from or by him, the said Grantor, or any person or persons whomsoever; And that free and clear, and freely and absolutely released and discharged, or otherwise at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever:

And moreover, that the said Grantor, and all persons rightfully claiming or to claim, any estate, right, title, or interest of, in or to the said hereby assigned goods and personal chattels and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said Grantee, but at the cost and charges of the said Grantee, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned goods and personal chattels unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents, as by the said Grantee or his Counsel shall be reasonably advised or required.

Wherever the singular or masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require, and shall include the parties, hereto, their and each of their heirs, executors, administrators, successors and assigns, respectively.

In Witness Whereof the Grantor has hereunto set his hand and seal the day and year first above written

SEAL

Signed Sealed and Delivered
IN THE PRESENCE OF

PACIFIC WESTERN AIR LINES LTD.

SIG. OF WITNESS:

ADDRESS

OCCUPATION

Letter See Below

This is the paper-writing marked "A" referred to in the Affidavit of Richard Laidman, sworn before me this **4th** day of **November** A.D. 195 **7.**

A Notary Public in and for the Province of British Columbia.
~~A Commissioner for taking affidavits within British Columbia.~~

"BILLS OF SALE ACT"

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I, Richard Laidman of the City of Vancouver
Assistant General Manager and
Manager of Western Division of the **Pacific Western Airlines Ltd.**
(State whether President, Secretary or Director) (Name of Corporation)
make oath and say as follows:—

1. That the paper-writing hereto annexed and marked "A" is a true copy of a bill of sale, and of *(or when an original bill of sale is filed,* is a bill of sale together with) every schedule or inventory thereto annexed or therein referred to as made, given, and executed by the said **Pacific Western Airlines Ltd.** (Name of Corporation)
2. That I, as Assistant General Manager & Manager of Western Division of the said Corporation, being duly authorized (State whether President, Secretary or Director) so to do, did affix the seal of the said Corporation to the said bill of sale, did sign the said bill of sale as Assistant General Manager & Manager of Western Division of the said Corporation, and did duly deliver the said bill of sale (State whether President, Secretary or Director) as the act and deed of the said Corporation on the **4th** day of **November** 195 **7**
3. That the head office or chief place of business of the said Corporation in British Columbia is situate at **Vancouver Airport, City of Vancouver,** in the said Province.
[State fully the whereabouts of the head office or chief place of business, such as street and number (if any).]

Subscribed to and sworn before me this **4th** day of **November** 195 **7**

A Notary Public in and for the Province of British Columbia.
~~A Commissioner for taking affidavits within British Columbia.~~

Richard Laidman
Richard Laidman

SEAL

13

"BILLS OF SALE ACT"

TO WIT: } I, of the
COUNTY OF

in the Province of British Columbia, the Grantee in the foregoing Bill of Sale named, make oath and say: That the sale therein made is bona fide and for valuable consideration, namely, the consideration of the sum of

dollars; as set forth in the said Bill of Sale; and not for the purpose of enabling me this deponent to hold the goods and chattels mentioned therein as against the creditors of the said Grantor; and that said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the Grantor or of preventing such creditors from obtaining payment of any claim against the Grantor.

Sworn before me at the } in the Province of
of
British Columbia, this
day of A.D. 195

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

Dated November 4th, 1957

PACIFIC WESTERN AIRLINES LTD.

— TO —

ALASKA COASTAL AIRLINES

Bill of Sale

(ABSOLUTE)

Williams & Mackie Ltd., Printers and Stationers
Vancouver 2, B.C.
Form No. 13

LANDO, MILSOM & FRYDENLUND
BARRISTERS & SOLICITORS
NOTARIES PUBLIC
201 CANADA TRUST BUILDING
536 HOWE STREET
VANCOUVER 1, B.C.

"BILLS OF SALE ACT"

COUNTY OF } I, of
TO WIT: } make oath and say as follows:

1.—That the paper-writing hereunto annexed, and marked "A," is a true copy of a Bill of Sale and every Schedule or Inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof, as made and given and executed by

2.—That the Bill of Sale was made and given by the said , in the year of our Lord on the day of one thousand nine hundred and fifty-

3.—That I was present and did see the said , in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said day of in the year aforesaid.

4.—That the said at the time of making and giving the said Bill of Sale, resided and still resides at and then was and still is

5.—That the name set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at

and am

Subscribed to and sworn before me this } A.D. 195
day of
at the } of
in the Province of British Columbia.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

W-1 12-3

AIR SERVICES
CIVIL AVIATION BRANCH

CANADA

DEPARTMENT OF TRANSPORT

REFER TO FILE NUMBER
5008-G8-21

OTTAWA, Ontario,
January 21st, 1958.

The Administrator,
Civil Aeronautics Administration,
Washington 25, D.C.
U.S.A.

Dear Sir:- Ref:- Consolidated 28-5 ACF Aircraft
Serial No. 21232

We have been requested by Alaska Coastal Airlines of Juneau, Alaska, U.S.A. to submit evidence that the above-referenced aircraft, formerly bearing Canadian registration and identification marks CF-GHU, has been struck from the Canadian Aircraft Register.

This will confirm that the registration of the subject aircraft, previously owned by Pacific Western Airlines and registered in the name of Queen Charlotte Airlines Ltd. of Vancouver, B.C., has been deleted from the Canadian Aircraft Register effective 22nd November, 1957.

For your added information, this aircraft, upon entry into Canada in December, 1951, held Certificate of Airworthiness for Export No. E 22068 dated the 11th December, 1951.

Yours truly,

Fredw Bone

for (R. Dodds),
Director of Civil Aviation.

Accept
2/4/58

12-2

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

FORM ACA-500 (5-47)
PART C

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

12-1

BILL OF SALE

FOR AND IN CONSIDERATION OF 10.00 and other/ valuable considerations THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Consolidated PBY-5A	Navy 21232	N 5609V

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

NAME OF PURCHASER
QUEEN CHARLOTTE AIRLINES LIMITED

ADDRESS OF PURCHASER (Number, street, city, zone, and State)
Vancouver, A.M.F., British Columbia

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE

IN FAVOR OF

SEAL

IN TESTIMONY WHEREOF ____ HAVE SET ____ HAND AND SEAL ____

THIS ____ DAY OF ____ 19 ____

NAME OF SELLER
INTERNATIONAL AVIATION CORP.

BY (Signature in ink) [signature] Wm. L. Plumma

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

FORWARD TO WASHINGTON

ACKNOWLEDGMENT

SEAL

STATE OF California

COUNTY OF Los Angeles

ON THIS 11th DAY OF December 1951 BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC
Dorothy Herbert

MY COMMISSION EXPIRES
Mar 3, 1955

Recorded 12-26-51 MM

READ INSTRUCTIONS AT RIGHT CAREFULLY

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

12

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

11-1

Form ACA 195
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
(Rev. 6-1-44)

AIRCRAFT STATUS CHANGE

(*Check below*)
Airworthiness Certificate ☒
Registration Certificate ☒

Registered owner: Internation Aviation Corp. Identification mark: 5609 D now 2763A

Date canceled on office record: 12-26-51

CANCELED FOR REASON CHECKED BELOW:

1. Ownership transferred.
2. Airworthiness certificate expired.
3. Unairworthy.
4. Accident.
5. Exported. (Export certificate No. E- 22068 .)
6. Sold—Purchaser failed to comply with Civil Air Regulations.
7. Owner deceased.
8. At owner's request.

CHANGE N 5609 TO N 2763a

RECORDS ADJUSTED 12-2-57

12-28-1

U. S. GOVERNMENT PRINTING OFFICE 16—27830-2

he

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

10-1

FORM ACA-500 (5-47)

PART A

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

1. NATIONALITY AND REGISTRATION MARKS:	2. MAKE OF AIRCRAFT	3. AIRCRAFT SERIAL NUMBER
N 56097	Consolidated PBY-5A	Navy 21232

4. International Aviation Corp.
NAME OF OWNER

5. 5512-14 San Fernando Rd.
ADDRESS OF OWNER — NUMBER — STREET

Glendale — 3 — California
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: OCT 14 1949

BY DIRECTION OF THE ADMINISTRATOR:
George W. Haldeman
DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

FORWARD TO WASHINGTON

FOLD HERE

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

10

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

FORM ACA-500 (5-47)
PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

FORM APPROVED BUDGET BUREAU NO. 41-R893.1 9-1

1. REGISTRATION NO.
N 5609V

2. NAME OF APPLICANT
International Aviation Corp.

3. ADDRESS (*Number, street, city, zone, and State*)
5512-14 San Fernando Rd.
Glendale 3, California

4. AIRCRAFT
MAKE
Consolidated PBY-5A

SERIAL NO.
Navy 21232

FORWARD TO WASHINGTON

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

SIGNATURE OF APPLICANT International Aviation Corp.

TITLE Wm L Plummer Vice-President

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

9

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

FORM ACA-500 (5-47)
PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
APPLICATION FOR REGISTRATION

FORM APPROVED BUDGET BUREAU NO. 41-R889.1 8-1

1. REGISTRATION NO. 5609 V

2. NAME OF APPLICANT
International Aviation Corp.

3. ADDRESS (Number, street, city, zone, and State)
5512-14 San Fernando Rd., Glendale 3, Calif.

4. AIRCRAFT
MAKE Consolidated PBY-5A
SERIAL NO. Navy 21232

FORWARD TO WASHINGTON

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

SIGNATURE OF APPLICANT Wm. L. Plummer

TITLE Vice Pres.

IF 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.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

8

Wm. J. Plummer
Mitzy Van

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

FORM ACA-500 (5-47)
PART C

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

7-3

BILL OF SALE

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

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Consolidated PBY-5A	Navy 21232	N 5609V

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

NAME OF PURCHASER
International Aviation Corp.

ADDRESS OF PURCHASER (Number, street, city, county, and State)
5512-14 San Fernando Rd.
Glendale 3, California

481027

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE

IN FAVOR OF

IN TESTIMONY WHEREOF _____ HAVE SET _____ HAND AND SEAL _____

THIS _____ DAY OF _____ 19 ____

NAME OF SELLER
Paul Mantz Air Services

BY (Signature in ink)
President & Owner

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

FORWARD TO WASHINGTON

ACKNOWLEDGMENT

STATE OF California

COUNTY OF Los Angeles

ON THIS 6th DAY OF October 19 49

BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC
Myrtle Herbert
Seal

MY COMMISSION EXPIRES
Mar 3, 1951

RECORDED
WASHINGTON, D.C.
OCT 14 2 39 PM '49
CIVIL AERONAUTICS ADMINISTRATION

Fee rec'd

READ INSTRUCTIONS AT RIGHT CAREFULLY

SEAL

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

7-2

MICRO

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

FORM ACA-500 (5-47)

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

7-1

NOT ACCEPTABLE FOR RECORDING

PART C DATE SEP 28 1949 19

BILL OF SALE

BY Ima and other valuable

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

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Consolidated PBY-5A	Navy 21232	5609 V

DOES THIS 14th DAY OF September 19 49 HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER
International Aviation Corp.

ADDRESS OF PURCHASER (Number, street, city, zone, and State)
5512-14 San Fernando Rd.
Glendale 3, Calif.

Void per letter to International Aviation Corp. 10-13-54

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE

IN FAVOR OF

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL

THIS DAY OF 19

NAME OF SELLER

BY (Signature in ink)

Owner

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

FORWARD TO WASHINGTON

SEP 28 49 5 52 PM AS 13 — Rec — E 4.00

ACKNOWLEDGMENT

STATE OF California

COUNTY OF Los Angeles

ON THIS 15th DAY OF September 19 49

BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC Myrtle Herbert (Seal) MY COMMISSION EXPIRES Mar 3, 1951.

SEAL READ INSTRUCTIONS AT RIGHT CAREFULLY

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

7

NOT ACCEPTED FOR RECORDING

BY

DEPT OF COMMERCE
FAA AERONAUTICS ADM
SEP 22 8 56 AM '83
MAIL ROOM 3
WASHINGTON

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

6-1

R14

(DUPLICATE)

FORM CA-500
(REV. 3-46)
PART A

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

REGISTRATION CERTIFICATE

1. REGISTRATION NO. 5609 V

2. AIRCRAFT MAKE: Consolidated PBY-5A

3. SERIAL NO. Navy 21232

WHEREAS IT HAS BEEN DECLARED THAT THE ABOVE DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY AND IS OWNED BY A CITIZEN OF THE UNITED STATES, SUCH AIRCRAFT HAS BEEN DULY REGISTERED AS A CIVIL AIRCRAFT OF THE UNITED STATES IN ACCORDANCE WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED

FORWARD TO WASHINGTON

4. NAME: Paul Hantz Air Services

SOLD

5. ADDRESS: STREET Lockheed Air Terminal NUMBER

CITY Burbank, California ZONE STATE

THIS REGISTRATION CERTIFICATE SHALL REMAIN IN EFFECT UNTIL SUSPENDED OR REVOKED OR OWNERSHIP OF AIRCRAFT IS TRANSFERRED OR THE CERTIFICATE IS OTHERWISE TERMINATED AS PROVIDED IN PART 501 OF THE REGULATIONS OF THE ADMINISTRATOR.

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

ISSUED OCT 23 1947

BY DIRECTION OF THE ADMINISTRATOR:

Charles F. Dyer

DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

6

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

PART A - REGISTRATION CERTIFICATE

Item 1 - Aircraft registration number shall be inserted. (The registration number is that which has been assigned to the aircraft by Civil Aeronautics Administration and will be shown on the old registration certificate, or that number which has been painted on the aircraft.)

Item 2 - Aircraft "Make" should be inserted. For example: "Stinson", etc.

Item 3 - Manufacturer's serial number shall be inserted. This serial number may be taken from the manufacturer's nameplate on the aircraft.

Item 4 - Purchaser shall enter his name or name of partnership, (club, association) or corporation as shown in Bill of Sale (Part "C" of Form ACA-500.)

Item 5 - Mailing address of purchaser shall be inserted, comprising street and number, city and state. (Zone if applicable.)

The balance of Part "A" will not be completed by the purchaser. The original Part "A" and duplicate Parts "A" and "B", and Part "C" if an out-and-out sale (see condition 1), will constitute the file to be forwarded to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., accompanied by a fee of $5.00, payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.) If aircraft is being sold under Conditional Sale Contract or chattel mortgage, see condition 2 or 3, whichever is applicable.

The original of this Part "A" will be returned to the purchaser as the Registration Certificate to be maintained in the aircraft in accordance with Civil Air Regulations.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

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

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

1. REGISTRATION NO. 5-1
5609 V

2. NAME
Paul Mantz Air Services

3. ADDRESS (*Street and number, city, zone and state*)
Lockheed Air Terminal
Burbank, California

4. AIRCRAFT
MAKE
Consolidated
PBY-5A

SERIAL NO.
Navy 21232

FORWARD TO WASHINGTON

5. I HEREBY CERTIFY THAT PART "A", FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, REGISTRATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D.C., ON October 13, 19 47 THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938. (*See Reverse Side*)

SIGNATURE OF APPLICANT

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

PART B - APPLICATION FOR REGISTRATION

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

Item 5 - The date that the purchaser forwards the original of Part "A" and all copies of Parts "A", "B" and "C" to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., shall be inserted. Until this is accomplished, the aircraft may not be flown for the sixty day period otherwise allowed, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

Applicant must be the owner of the aircraft except when owner is artificial person, that is, corporation, etc. Signature of applicant as required in item 5 certifies that the aircraft is not registered under the laws of any foreign country; that the owner is a citizen of the United States, and that application for registration in the owner's name has been made and file forwarded to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D. C.

"Citizen of the United States" means (A) an individual who is a citizen of the United States or of one of its possessions, or (B) a partnership of which each member is such an individual, or (C) a corporation or association created or organized under the laws of the United States, of which the President and two-thirds or more of the Board of Directors and other managing officers thereof are such individuals and in which at least 75 percentum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

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

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

FORM APPROVED BUDGET BUREAU NO. 41-R889

4-1

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

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Consolidated PBY-5A	Navy 21232	5609 V

DOES THIS 13th DAY OF October, 1947 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER
Paul Mantz Air Services

ADDRESS OF PURCHASER (Street and number, city, zone and state)
Lockheed Air Terminal
Burbank, California

RECORDED WASHINGTON OCT 23 4 35 PM 1947 CIVIL AERONAUTICS ADMINISTRATION

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED
none	—	—

IN FAVOR OF
—

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 13th DAY OF October, 1947

SIGNATURE OF SELLER
Amos E. Heacock

TITLE OF SELLER
President

FOR (Name of corporation, partnership)
Northern Pacific Aero Trading & Trans. Co.

FORWARD TO WASHINGTON

OCT 20-47 D 0 4 3 4 •P • M 36 — Rec — A 4.00

363429

ACKNOWLEDGMENT

~~STATE~~ Terr. OF Hawaii

COUNTY OF Honolulu

ON THIS 13th DAY OF October, 1947 BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC
Alice Lau Anjong
NOTARY PUBLIC
First Judicial Circuit
Territory of Hawaii

MY COMMISSION EXPIRES
My commission expires June 30, 1949

Seal

SEAL

READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

PART C - BILL OF SALE

TO PURCHASER: It is your responsibility to determine at time of purchase of aircraft that chain of title to you is in order (from last registered owner and all intervening owners or, if not previously registered, from manufacturer through all intervening owners), and whether or not there is a lien, mortgage or other encumbrance against such aircraft. Copies of Bills of Sale confirming chain of title should be obtained and attached to file when forwarded for registration in your name. For use in checking this form at the time of purchase, both in connection with previously unregistered and previously registered aircraft, the following conditions are discussed:

Condition 1 - SALE OF AN AIRCRAFT WITH CLEAR TITLE. - The seller will complete Part "C" in detail and the purchaser should check its accuracy. Both original and copy must be signed in ink by the seller and both attested to by a Notary Public. The purchaser should detach the original of the Bill of Sale and retain it as proof of ownership.

Condition 2 - SALE OF ENCUMBERED AIRCRAFT - OTHER THAN CONDITION 3 - Seller shall complete Part "C" exactly as described above, and in addition, shall indicate in the spaces provided for the purpose, the type of encumbrance and the amount and date thereof, and the name of the owner of the encumbrance. However, if it is desired that the encumbrance be recorded with the Civil Aeronautics Administration, the original or an executed counterpart thereof, (signed and notarized duplicate) must be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., together with *recordation* fee of $5.00, (in addition to the *registration* fee of $5.00) payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.)

Condition 3 - AIRCRAFT SOLD WITH CONDITIONAL SALE CONTRACT - (FORM ACA-906 OR EQUIVALENT.) - Part "C" (Bill of Sale) will not be completed by the seller. The purchaser shall complete Parts "A" and "B" as instructions provide, and in place of the Bill of Sale, the original Conditional Sale Contract or an executed counterpart thereof (signed and notarized duplicate), the original and copy of Part "A" and copy of Part "B", together with fee of $10.00 ($5.00 for registration and $5.00 for recordation of sale contract) shall be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D. C. Such remittance may be made by money order or check made payable to the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.) Title to the aircraft is retained by the seller until the terms of the conditional sale contract are fulfilled.

Condition 4 - RECORDATION BY HOLDER OF MORTGAGE OR OTHER INSTRUMENT AFFECTING TITLE TO REGISTERED AIRCRAFT - This may be accomplished by forwarding to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D. C., the original mortgage or lien or an executed counterpart thereof (signed and notarized duplicate), together with the required recordation fee of $5.00, payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.)

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

N (DUPLICATE) 3-1

FORM ACA-500
(3-46)
PART A

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
REGISTRATION CERTIFICATE

1. REGISTRATION NO. 5609 V

2. AIRCRAFT MAKE Consolidated PBY-5A

3. SERIAL NO. Navy 21232

WHEREAS IT HAS BEEN DECLARED THAT THE ABOVE DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY AND IS OWNED BY A CITIZEN OF THE UNITED STATES, SUCH AIRCRAFT HAS BEEN DULY REGISTERED AS A CIVIL AIRCRAFT OF THE UNITED STATES IN ACCORDANCE WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED

FORWARD TO WASHINGTON

4. NAME Northern Pacific Aero Trading & Trans. Co.

5. ADDRESS: STREET NUMBER P. O. Box 4044

CITY ZONE STATE Honolulu, T. H.

THIS REGISTRATION CERTIFICATE SHALL REMAIN IN EFFECT UNTIL SUSPENDED OR REVOKED OR OWNERSHIP OF AIRCRAFT IS TRANSFERRED OR THE CERTIFICATE IS OTHERWISE TERMINATED AS PROVIDED IN PART 501 OF THE REGULATIONS OF THE ADMINISTRATOR.

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

DATE ISSUED OCT 15 1947

BY DIRECTION OF THE ADMINISTRATOR:

Charles F. Dyer acw

DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

3

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

PART A - REGISTRATION CERTIFICATE

Item 1 - Aircraft registration number shall be inserted. (The registration number is that which has been assigned to the aircraft by Civil Aeronautics Administration and will be shown on the old registration certificate, or that number which has been painted on the aircraft.)

Item 2 - Aircraft "Make" should be inserted. For example: "Stinson", etc.

Item 3 - Manufacturer's serial number shall be inserted. This serial number may be taken from the manufacturer's nameplate on the aircraft.

Item 4 - Purchaser shall enter his name or name of partnership, (club, association) or corporation as shown in Bill of Sale (Part "C" of Form ACA-500.)

Item 5 - Mailing address of purchaser shall be inserted, comprising street and number, city and state. (Zone if applicable.)

The balance of Part "A" will not be completed by the purchaser. The original Part "A" and duplicate Parts "A" and "B", and Part "C" if an out-and-out sale (see condition 1), will constitute the file to be forwarded to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., accompanied by a fee of $5.00, payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.) If aircraft is being sold under Conditional Sale Contract or chattel mortgage, see condition 2 or 3, whichever is applicable.

The original of this Part "A" will be returned to the purchaser the Registration Certificate to be maintained in the aircraft in accordance with Civil Air Regulations.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

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

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

1. REGISTRATION NO. 2-1
5609 V

2. NAME
Northern Pacific Aero Trading & Trans. Co.

3. ADDRESS (*Street and number, city, zone and state*)
P. O. Box 4014
Honolulu, T. H.

4. AIRCRAFT
MAKE Consolidated
PBY-5A
SERIAL NO. Navy 21232

FORWARD TO WASHINGTON

5. I HEREBY CERTIFY THAT PART "A", FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, REGISTRATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D.C., ON October 7, 19 47 THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938. (*See Reverse Side*)

Ann E. Hearsch
SIGNATURE OF APPLICANT

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

PART B - APPLICATION FOR REGISTRATION

Items 1 to 4 inclusive - Except for change in sequence, information gi[illegible] in these items will be identical to that given in items 1 to 5 inclu[illegible] in Part "A".

Item 5 - The date that the purchaser forwards the original of Part "A" and all copies of Parts "A", "B" and "C" to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., shall be inserted. Until this is accomplished, the aircraft may not be flown for the sixty day period otherwise allowed, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

Applicant must be the owner of the aircraft except when owner is artificial person, that is, corporation, etc. Signature of applicant as required in item 5 certifies that the aircraft is not registered under the laws of any foreign country; that the owner is a citizen of the United States, and that application for registration in the owner's name has been made and file forwarded to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D. C.

"Citizen of the United States" means (A) an individual who is a citizen of the United States or of one of its possessions, or (B) a partnership of which each member is such an individual, or (C) a corporation or association created or organized under the laws of the United States, of which the President and two-thirds or more of the Board of Directors and other managing officers thereof are such individuals and in which at least 75 percentum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83

1-1

361782

No. 186
Sales Document No. 3676865

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That War Assets Administration, an instrumentality of the United States Government (hereinafter called the "Seller"), whose address is Washington 25, D.C., and who has an Agency located at 1128 Ala Moana, Honolulu, T. H., is authorized under Regulations issued pursuant to the Surplus Property Act of 1944, to dispose of the following described property owned by the United States of America and which has been declared to be surplus pursuant to said Surplus Property Act of 1944:
Consolidated PBY-5A Aircraft, Service Identification No. 21232
Pratt & Whitney Engines, Model R1830-92 NC-5609-V
No Rec Rev # per War 11-16-47 ala
For and in consideration of the sum of:
THREE HUNDRED FIFTY AND NO/100 DOLLARS ($ 350.00) cash in hand paid, receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer and deliver all right, title and interest in and to the above-described aircraft, together with all appurtenances attached to or installed therein, unto NORTHERN PACIFIC AERO TRADING & TRANSP. CO. whose address is P. O. Box 4014, Honolulu, T. H. its (or his) successors and assignees, to have and to hold all and singular the said aircraft forever.

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

IN WITNESS WHEREOF, the Seller has duly executed this instrument this twenty-ninth day of May 1947.

REMITTANCE 4
$ applied on this Certificate.
S/O No. S-742

UNITED STATES OF AMERICA
WAR ASSETS ADMINISTRATOR
BY: Edw J. O'Connell Jr.
EDW. J. O'CONNELL, JR.
Asst. Dep. Dir., Gen. Disp.

RECORDED WASHINGTON, D.C. OCT 16 3 49 PM 1947 CIVIL AERONAUTICS ADMINISTRATION

Territory of HAWAII
County of HONOLULU

On this twenty-ninth day of May 1947, before me appeared EDWARD J. O'CONNELL, JR., personally known, who, being by me fully sworn says he is Asst.Dep.Dir., Gen. Disp. of the War Assets Administration, that said instrument was signed in behalf of said Administration pursuant to authority of the War Assets Administrator, and said EDWARD J. O'CONNELL, JR. acknowledged the foregoing Bill of Sale to be the free act and deed of said Administration.

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

Mary S. Cohen
Notary Public, 1st Jud. Circ. T.H.
MY COMMISSION EXPIRES APRIL 24, 1950

SEAL

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-30-83