

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

U.S. Registration N-323	Temp Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	I.R. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Manufacturer GRUMMAN	Model G-21A	Serial Number 1191
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Last Registered Owner ANTILLES AIR BOATS INC

GENEVA CONVENTION – Lien/Lease Information on File

- None
- Lien Conveyance No. _____ Lien holder: _____
- Lien Conveyance No. _____ Lien holder: _____
- Lease Conveyance No. _____ Lessee: _____
- Lease Conveyance No. _____ Lessee: _____

CAPE TOWN TREATY - Lien Information on File

- Written certification was received from IDERA authorized party that all registered interests ranking in priority to authorized party have been discharged or the holders of such interests have consented to the export.
 Conveyance No. _____
 IDERA Authorized Party: _____
- Written certification was received from the owner that all outstanding interests in the FAA aircraft record have been discharged or the holders of such interests have consented to the export.
- None
- Lien Conveyance No. _____ Lien holder: _____
- Lien Conveyance No. _____ Lien holder: _____
- Lease Conveyance No. _____ Lessee: _____
- Lease Conveyance No. _____ Lessee: _____

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

- Accident
 - Totally destroyed or scrapped
 - At the request of: Registrant Owner IDERA Authorized Party (Export only)
 - Revocation
 - Other (*Specify*) Administrative
- Exported to: _____

INDEX CHECKED THROUGH:

Official approving the cancellation:
Name: _____

TIME: _____

DATE:
July 27, 2009

CONFIRM TO: _____
FOREIGN MARKINGS: _____

COPY TO: WIRE MAIL

The above registration has been canceled and records adjusted accordingly.

Shelley Miranda

DATE:
July 27, 2009



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

Flight Standards Service
Aircraft Registration Branch, AFS-750

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

May 18, 2009

ANTILLES AIR BOATS INC
WEST SEAPLANE RAMP
CHRISTIANSTED VI 00820
|||||

Dear Sirs:

The Certificate of Aircraft Registration issued in your name for aircraft N323, GRUMMAN G-21A, serial number 1191, was revoked on May 21, 1982. If the original reason(s) for revocation have been corrected, the registration of this aircraft may be returned to a valid status by completing and submitting the enclosed AC Form 8050-1, Aircraft Registration Application, along with a \$5 registration fee.

Pursuant to 14 CFR 47.15, the continued assignment of a registration number is directly linked to a valid registered aircraft. **If an application and fee are not submitted to return registration to a valid status, the assignment of this registration number will be cancelled no sooner than 30 days from the date of this letter.**

If you wish to cancel the registration for this aircraft, please return this letter with the applicable block(s) marked below and include your signature, title if appropriate, and date.

- The aircraft was destroyed or scrapped.
- The aircraft was exported to: _____
- The aircraft was sold to: _____

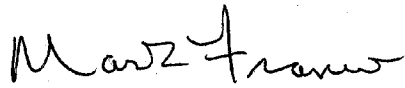
(ADDRESS) (CITY) (ZIP CODE)

- Other. Specify _____
- If the aircraft no longer requires registration and you wish to retain the number for future use, you may reserve the number by marking this block and returning this letter with a \$10 reservation fee.

Signature/Title Date

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

Sincerely,

A handwritten signature in black ink that reads "Mark Franco". The signature is written in a cursive style with a large, stylized "M" and "F".

MARK FRANCO
Legal Instruments Examiner
Aircraft Registration Branch

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

MAY 21, 1982

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



CERTIFIED - RETURN RECEIPT REQUESTED

ANTILLES AIR BOATS INC
WEST SEAPLANE RAMP
CHRISTIANSTED, VI 00820

N-323

CERTIFICATE REVOKED

ORDER OF REVOCATION

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

a. The official records of the FAA Aircraft Registration Branch show you hold the Certificate of Aircraft Registration for civil aircraft N-323 .

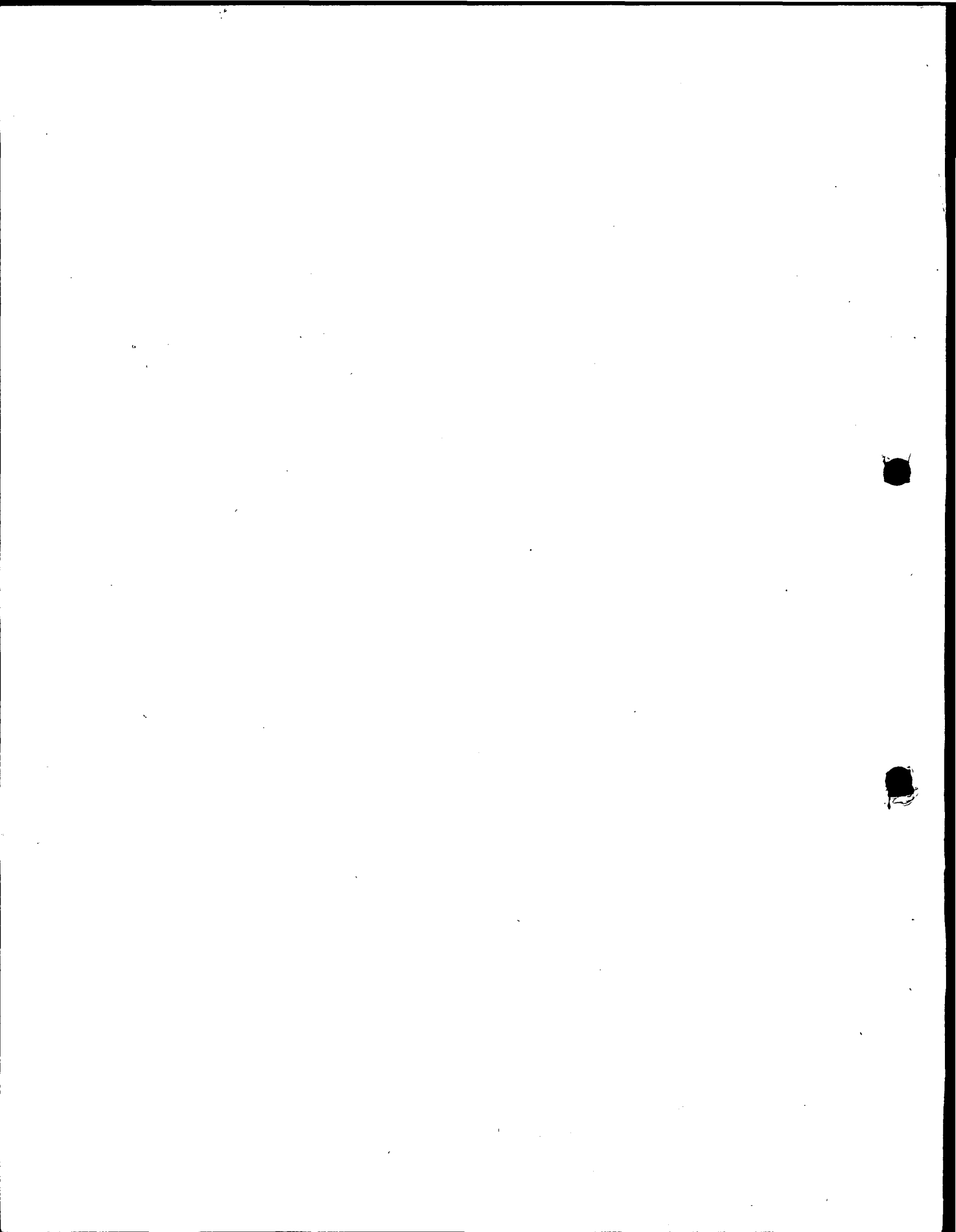
b. As certificate holder, you failed to execute and submit to the FAA Aircraft Registration Branch a "Triennial Aircraft Registration Report" within 60 days after its issuance to you.

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

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

Joseph T. Brennan

JOSEPH T. BRENNAN
Aeronautical Center Counsel



DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0169

0 0 0 0 0 0 2 6 0

CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N323	AIRCRAFT MFR. (BUILDER) and MODEL
AIRCRAFT SERIAL NUMBER 1191	Grumman G21A
ENGINE MFR. and MODEL	PROPELLER MFR. and MODEL
ENGINE SERIAL NUMBER(S)	PROPELLER SERIAL NUMBER(S)
NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE Resorts International, Inc. 915 N.E. 125th Street North Miami, Florida 33161	
NAME (last name first) OF SECURED PARTY'S ASSIGNOR (if assigned)	
NAME (last name first) OF DEBTOR Antilles-Air Boats, Inc.	

CONVEYANCE
RECORDED
JUL 19 2 52 PM '83
FEDERAL AVIATION
ADMINISTRATION

J 2 1 8 4 3

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: 3-21-79 RECORDED ON: 4-4-79 CONVEYANCE NUMBER: J82116

FAA CONVEYANCE EXAMINER

RELEASE

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

DATE OF RELEASE: March, 1983

Resorts International, Inc.

(Name of security holder)

SIGNATURE (in ink) Matthew B. Kearney

TITLE: Vice President

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

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).

SUBMITTED BY I. A. T. S.

OKLAHOMA
OATLAND CITY
MAY 12 12 00 PM '83
POST OFFICE
OATLAND CITY

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0189

0 0 0 0 0 0 2 6 3

CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N323	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G21A
AIRCRAFT SERIAL NUMBER 1191	
ENGINE MFR. and MODEL	PROPELLER MFR. and MODEL
ENGINE SERIAL NUMBER(S)	PROPELLER SERIAL NUMBER(S)
NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE First Pennsylvania Bank, N.A. Veterans Drive St. Thomas, Virgin Islands 00801	
NAME (last name first) OF SECURED PARTY'S ASSIGNOR (if assigned)	
NAME (last name first) OF DEBTOR Antilles Air Boats, Inc.	

CONVEYANCE
RECORDED
JUL 19 2 52 PM '83
FEDERAL AVIATION
ADMINISTRATION

J 2 1 8 4 2

Do Not Write In This Block
FOR FAA USE ONLY

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

FAA CONVEYANCE EXAMINER

RELEASE

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

DATE OF RELEASE: March, 1983

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

SIGNATURE (in ink) Ronald W. Simmons

TITLE Senior Commercial Officer

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

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

ACKNOWLEDGMENT (If Required By Applicable Local Law):

SUBMITTED BY I.A.T.S.

OKLAHOMA
MAY 12 12 00 PM '83
REGISTRY

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0169

0 0 0 0 0 0 2 6 1

CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N323	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G21A
AIRCRAFT SERIAL NUMBER 1191	
ENGINE MFR. and MODEL	PROPELLER MFR. and MODEL
ENGINE SERIAL NUMBER(S)	PROPELLER SERIAL NUMBER(S)
NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE First Pennsylvania Bank, N.A. P.O. Box 1737 Charlotte Amalie, St. Thomas U.S. Virgin Islands 00801	
NAME (last name first) OF SECURED PARTY'S ASSIGNOR (if assigned)	
NAME (last name first) OF DEBTOR Antilles Air Boats, Inc.	

FEDERAL AVIATION
ADMINISTRATION

JUL 19 2 52 PM '83

J 2 1 8 4 0

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: 3-15-77 RECORDED ON: 3-28-77 CONVEYANCE NUMBER: U23816

FAA CONVEYANCE EXAMINER

RELEASE

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

DATE OF RELEASE: March, 1983
First Pennsylvania Bank, N.A.
(Name of security holder)
SIGNATURE (in ink) Ronald W. Simmons
TITLE: Senior Commercial Officer

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

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

ACKNOWLEDGMENT (If Required By Applicable Local Law)

SUBMITTED BY I. A. T. S.

OKLAHOMA
OKLAHOMA CITY
MAY 12 12 00 PM '83
REGISTRY

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 2nd day of March, 1979 by and between 000000658

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

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

West Seaplane Ramp, Christiansted, St. Croix, U.S. Virgin Islands 00820.

hereinafter called the MORTGAGOR, and

RESORTS INTERNATIONAL, INC., a Delaware corporation,

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

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

hereinafter called the MORTGAGEE,

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

FEDERAL AVIATION ADMINISTRATION
CONVEYANCE RECORDED
APR 4 7 19 AM '79

J 8 2 1 1 6

Aircraft make and model Grumman G-21A FAA registration number N-323

Manufacturer's serial number 1191

SEE RECORDED CONVEYANCE NUMBER J2-843 PAGE # FICHE #

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

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

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

The above described aircraft is hereby mortgaged to the mortgagee for the purpose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

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

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

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

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

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

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

ATCS

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

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

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

28 9 02 5 0005 003A

100-100000

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

SUBMITTED BY
HERD TITLE CLEARING SERVICE

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

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

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

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



Name of mortgagor ANTILLES AIR BOATS, INC.

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

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

ACKNOWLEDGMENT BY MORTGAGOR

State of Florida
County of Dade
(SEAL)

On this 21 day of March, 1978, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE.
MY COMMISSION EXPIRES DEC. 4 1981

My commission expires ENDED TRILL GENERAL INS UNDERWRITERS

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

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

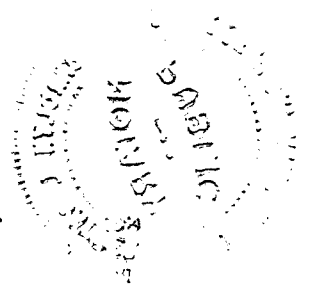
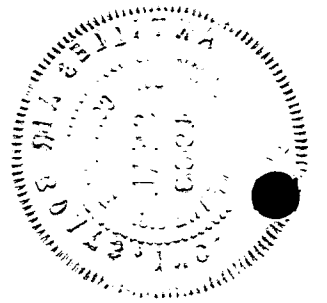
ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____
County of _____
(SEAL)

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

My commission expires _____

(Signature of notary public (in ink))



CONVENTION
 FILED WITH REGISTRY
 AIRCRAFT REGISTRY
 MAR 27 8 08 AM '79
 OKLAHOMA CITY
 OKLAHOMA
 SUBMITTED TO
 AERO-TITLE CLEARING SERVICE

AIRCRAFT CHATTEL MORTGAGE

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

0000001390
0000001411

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

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

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of One Hundred Twenty Thousand

-----dollars (\$120,000.00) as evidenced by a promissory note referred to herein, this, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft as per attached EXHIBIT "A" made a part hereof.

FEDERAL AVIATION
ADMINISTRATION
JUL 6 6 15 AM '78
CONVEYANCE
RECORDED

S 07249

Aircraft make and model

Manufacturer's serial number

SEE RECORDED
CONVEYANCE
NUMBER J 21842
FICHE #----- PAGE #-----

FAA registration number

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

All spare parts and equipment used in the operation of said aircraft.

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

The above described aircraft is hereby mortgaged to the mortgagee for the purpose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

Note bearing date of May 11, 1978 executed by the mortgagor and payable to the order of FIRST

PENNSYLVANIA BANK, N. A. in the aggregate principal sum of \$ 120,000.00 with interest thereon at the

rate of 2pts. over 1st. per centum per annum, from date, payable in installments as follows: 35 successive monthly installments of \$3,334.00 plus interest and a 36th successive monthly payment of \$3,310.00 plus interest

of each successive month beginning with the 1st. day of June 19 78

The last payment of \$3,310.00 plus interest is due on the 1st. day of May 19 81

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

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

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

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

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

APPA \$75

REC-8525 800/5.00EA

COPY - FAA

COPY - FAA

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

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

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

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

Name of mortgagor ANTILLES AIRBOATS, INC.

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

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

ACKNOWLEDGMENT BY MORTGAGOR

State of U.S. VIRGIN ISLANDS

County of ST. THOMAS (ST. JOHN)
(SEAL)

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

My commission expires May 22, 1978

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

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____

County of _____
(SEAL)

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

My commission expires _____

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

69 KLMHNDP CITY DUTY
MAY 18 1978
REGISTRY
FILED WITH

000001391
000001412

EXHIBIT A

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

- ✓ Grumman G-21A, Reg. N2003 SN#B141
- ✓ Grumman G-21A, Reg. N7777V SN#B111
- ~~Grumman G-21A, Reg. N8777A SN#1152~~
- ✓ Grumman G-21A, Reg. N4762C SN#B60
- ✓ Grumman G-21A, Reg. N79901 SN#B63
- ✓ Grumman G-21A, Reg. N79914 SN#B88
- ✓ Grumman G-21A, Reg. N48550 SN#1061
- Grumman G-21A, Reg. N5548A, SN#757661
- ✓ Grumman G-21A, Reg. N74588 SN#1165
- ✓ Grumman G-21A, Reg. N323 SN#1191
- ✓ Grumman G-21A, Reg. N1048V SN#37793
- ✓ Grumman G-21A, Reg. N74676 SN#1172
- ✓ Grumman G-21A, Reg. N28369 SN#1149
- ✓ Grumman Mallard G-73, Reg. #N7356 SN#J56
- ✓ Grumman Albatross Model HUL6B Reg. #N3385F SN#51-7168
- ✓ Cessna Aircraft Model 310F SN#3100063 Reg. #6763X

ANTILLES AIRBOATS INC.

Carroll R. B...

President

3 copies

0 0 0 0 0 0 0 0

OKLAHOMA CITY, OKLA. OKLAHOMA CITY, OKLA.

MAY 18 12 23 PM '78 JUN 19 11 26 AM '78

CONFERENCE FILED WITH LAND OFFICE FILED WITH ARCHIVE REGISTRY

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

000001893

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

AIRCRAFT MAKE

GRUMMAN - G-21A

AIRCRAFT SERIAL NUMBER

1191

FAA REGISTRATION NUMBER

N-323

FEDERAL AVIATION
ADMINISTRATION

JAN 20 3 14 PM '78

CONVEYANCE
RECORDED

was executed
(Mortgagor),
(Mortgagee),

181632

The mortgage dated SEPTEMBER 24, 1976

by ANTILLES AIRBOATS, INC.

to FIRST PENNSYLVANIA BANK N.A.

and assigned to _____

This mortgage was recorded by the Federal Aviation Agency on OCTOBER 6, 1976

and was assigned document number R 93563

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

on OCTOBER 4, 1977

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

FIRST PENNSYLVANIA BANK N.A.

Name of Mortgagee or Assignee

Signature (In ink)

THOMAS P. KELLY, JR.

Title

VICE PRESIDENT

ACKNOWLEDGMENT

State of United States Virgin Islands

on this 27 day of December 1977

County of St. Thomas

before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the fore-

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

(SEAL)



[Signature]
Notary public (In ink)

My commission expires May 22, 1978

OKLAHOMA CITY, OKLA.

JAN 4 9 23 AM '78

CONVEYED WITH
FAA AGENCY
REGISTRY



DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO. J21841
 FILING DATE: 5-12-83

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

TYPE OF CONVEYANCE <u>Chattel Mortgage</u>	DATE EXECUTED <u>10-12-77</u>
FROM <u>Antilles Airboats, Inc</u>	DOCUMENT NO. <u>D13001</u>
TO OR ASSIGNED TO <u>First Pennsylvania Bank NA</u>	DATE RECORDED <u>12-13-77</u>

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

ENGINES	TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.
PROPELLERS	TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.
SPARE PARTS - LOCATIONS	TOTAL NUMBER INVOLVED
LOCATION	

RECORDED CONVEYANCE FILED IN: N 2003

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

GPO 888883

Remove this stub before reproduction

Form FAA-905 (1-60)

AIRCRAFT CHATTEL MORTGAGE

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

Seaplane Ramp
Veterans' Drive
whose address is (Number, street, city, zone, and State) St. Thomas, Virgin Islands

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

P. O. Box #1737
whose address is (Number, street, city, zone, and State) Charlotte Amalie, St. Thomas, Virgin Islands

hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Five hundred Twenty-Four thousand NO/100llars (\$524,000.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model Grumann G-21 A

FAA registration number N323

Manufacturer's serial number 1191

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

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

SEE RECORDED
CONVEYANCE
NUMBER J21840
FICHE # --- PAGE # ---
FRB
SEAL

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

The above described aircraft is hereby mortgaged to the mortgagee for the purpose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

Note bearing date of March 15, 1977 executed by the mortgagor and payable to the order of First Pennsylvania Bank, N.A. in the aggregate principal sum of \$ 524,000.00 with interest thereon at the

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

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

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

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

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

NONE

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

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

Handwritten signature

U 2 3 8 1 6

CONVEYANCE RECORDED

MAR 28 1 31 PM '77
FEDERAL AVIATION ADMINISTRATION

MAR 22 9 7 7 8 20005 003A

MAR 21 11 42 AM '77

OKLAHOMA CITY, OKLA

MAR 21 11 42 AM '77

EXCHANGE FILED WITH
FAA AIRCRAFT REGISTRY

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

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

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

IN WITNESS WHEREOF, the mortgagor has hereunto set

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

[Handwritten signature]

Name of mortgagor ANTILLES AIRBOATS, INC.

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

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



ACKNOWLEDGMENT BY MORTGAGOR

State of Virgin Islands

County of May 22, 1978
(SEAL)

My commission expires May 22, 1978

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

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

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____

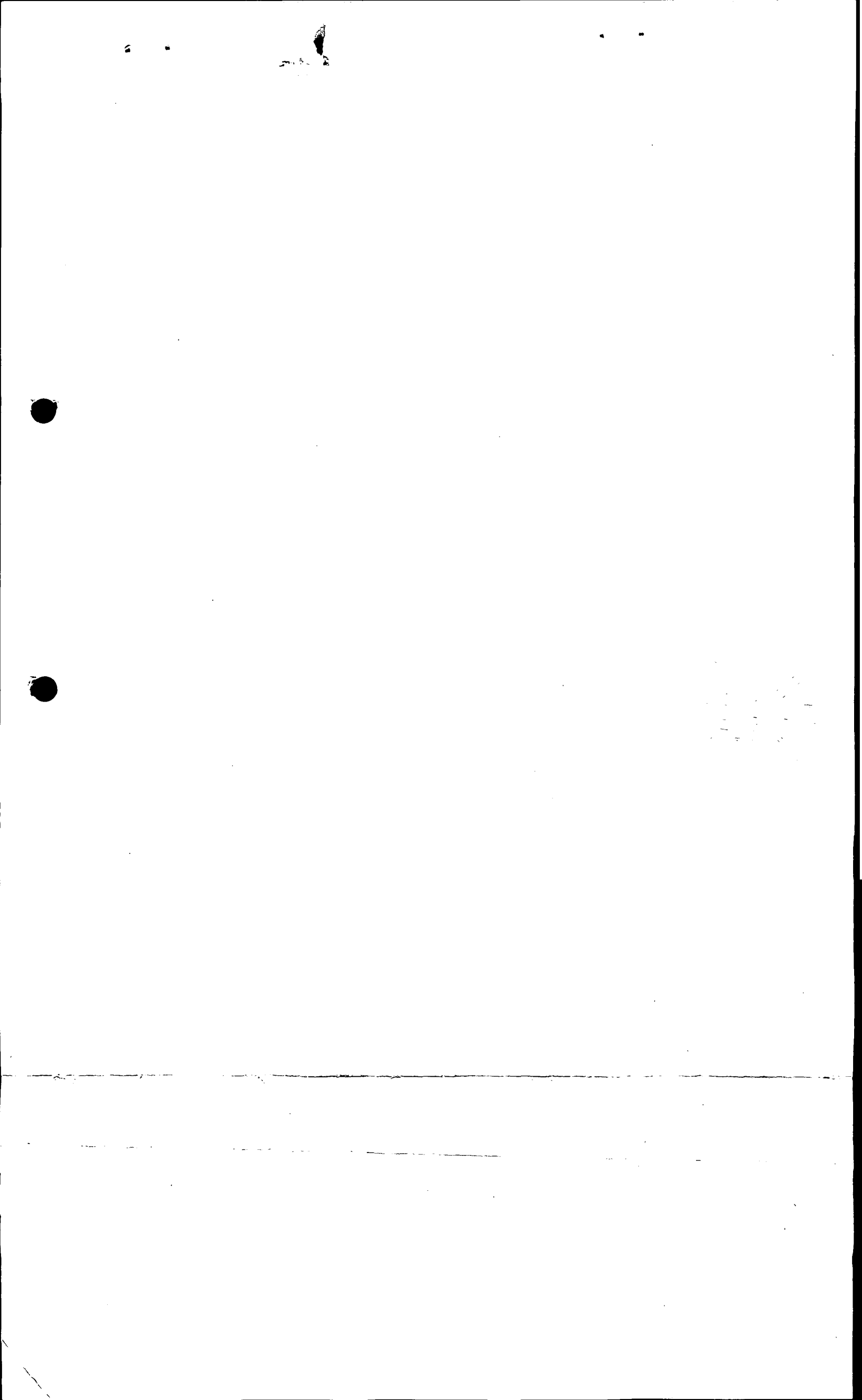
County of _____
(SEAL)

My commission expires _____

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

(Signature of notary public (in ink))

[Handwritten and stamped notes: OKLAHOMA CITY, OKLA; MAR 21 11 42 AM '77; ASSIGNMENT REGISTER]



AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 24th day of September, 1976 by and between Antilles Air Boats, Inc.

Seaplane Ramp
Veterans' Drive

whose address is (Number, street, city, zone, and State) Charlotte Amalie, St. Thomas, VI 00801

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

SEE RECORDED
CONVEYANCE

Veterans' Drive

NUMBER T 81632

whose address is (Number, street, city, zone, and State) Charlotte Amalie, St. Thomas, VI 00801

hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Four Hundred Thousand Three Hundred Thirty-Two And No/100-----dollars (\$400,332.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model Grumman Goose #G 21A FAA registration number #N 323
Manufacturer's serial number #1191

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

Spare parts and equipment used in the operation of the above

OCT 6 10 53 AM '76
FEDERAL AVIATION
ADMINISTRATION
CONVEYANCE
RECORDED

R 9 3 5 6 3

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

The above described aircraft is hereby mortgaged to the mortgagee for the purpose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

Note bearing date of November 25, 1976 executed by the mortgagor and payable to the order of First Pennsylvania Bank in the aggregate principal sum of \$400,332.00 with interest thereon at the rate of 2% over Penco per centum per annum, from date, payable in installments as follows: (

Prime
The principal and interest of said note is payable in Monthly installments of \$11,000.00 each on the 15th day of each successive month beginning with the 15th day of April 1976 Plus Interest
The last payment of \$5,263.00 is due on the 15th day of February 1979 Plus Interest

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

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

NONE

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

NONE

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

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

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

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

IN WITNESS WHEREOF, the mortgagor has hereunto set

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

Name of mortgagor ANTILLES AIRBOATS, INC.

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

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

ACKNOWLEDGMENT BY MORTGAGOR

State of U.S. VIRGIN ISLANDS

County of ST. THOMAS/ST. JOHN
(SEAL)

On this 24th day of September, 1976, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires MAY 22, 1978

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

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____

County of _____
(SEAL)

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

SEP 29 11 28 AM '76
FAA AIRCRAFT REGISTRY
CONVEYANCE FILED WITH

My commission expires _____

(Signature of notary public (in ink))

B 042673

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

15 JUN 9 1977

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

NATIONALTY AND
REGISTRATION MARKS
N-323

AIRCRAFT MAKE AND MODEL
GRUMMAN G-21A

AIRCRAFT SERIAL No.
1191

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

ANTILLES AIR BOATS, INC.

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

West Seaplane Ramp, Veterans Drive

CITY

COUNTY

STATE

ZIP CODE

Christiansted St.
CROIX

U.S.V.I.

00801 30

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE <i>Charles F. Blair</i>	TITLE President	DATE 10/18/72
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.

MICRO

OKLAHOMA CITY, OKLA.

OCT 31 10 11 AM '72

UNVEYANDE FILED WITH
FAA AIRCRAFT REGISTRY

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

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:

2378

AIRCRAFT MAKE AND MODEL
GRUMMAN G-21A

MANUFACTURER'S SERIAL NUMBER
1191

NATIONALITY & REGISTRATION MARKS
N-323

CONVEYANCE

DOES THIS DAY OF 19
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.)

APR 25 1 58 PM '73

FEDERAL AVIATION
ADMINISTRATION
ANTILLES AIR BOATS, INC.
Seaplane Ramp, Veterans Drive
St. Thomas, U.S.V.I. 00801

A
ABD

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED

IN FAVOR OF

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS 18th DAY OF Oct 19 72

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)
<i>Paul R. Blair</i>	President	3-12 Corp.

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

1351 7411

0010.002A

MICRO

OKLAHOMA CITY, OKLA.

OCT 31 10 22 AM '72

UNRECORDED FILED WITH
FAA AIRCRAFT REGISTRY

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.

CERT. ISSUE DATE

NATIONALITY AND REGISTRATION MARKS
N-323

AIRCRAFT MAKE AND MODEL
G-21 A Grumman Goose

AIRCRAFT SERIAL No. 1191

FOR FAA USE ONLY

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

Three Twelve Corporation.
St. Thomas, U.S. Virgin Islands.

Shed

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: Veteran Drive, Seaplane Ramp, St. Thomas.

Rural Route:

P. O. Box:

CHECK HERE
IF ADDRESS
CHANGE

CITY
St. Thomas.

STATE Islands.
U.S. Virgin

ZIP CODE
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

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 <i>[Signature]</i>	TITLE President.	DATE 8-10-72
	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.

MICRO

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
SEP 18 3 34 PM '72
OKLAHOMA CITY, OKLA.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

B 112377

FOR AND IN CONSIDERATION OF \$ **10.00** THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
FOLLOWS:

AIRCRAFT MAKE AND MODEL

Grumman G21

MANUFACTURER'S SERIAL NUMBER

1191

NATIONALITY & REGISTRATION MARKS

N323

DOES THIS DAY OF 19

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

CONVEYANCE

APR 26 1 58 PM '73

FEDERAL AVIATION
ADMINISTRATION

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

PURCHASER

**Three Twelve Corp.
St. Thomas
U.S. Virgin Islands**

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

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

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

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

ORIGINAL: TO FAA

MICRO

CO. 01

100 1000000

1001

1000

Three Dollars
U.S. Treasury
U.S. National Bank

1000

1000

OKLAHOMA CITY, OKLA.
Bank, Inc.

AUG 22 12 42 PM '72

CUNY KANE FILED WITH
F.A.A. AIRCRAFT REGISTRY

Robert M. Oster

OSTER, MILLARD & SUCHMAN

ATTORNEYS AT LAW

TENTH AND ROSS BUILDING

444 WEST TENTH STREET

SANTA ANA, CALIFORNIA 92701

ROBERT M. OSTER
MARK S. MILLARD
STEWART R. SUCHMAN

AREA CODE 714
TELEPHONE 543-8447

April 13, 1973

FAA AIRCRAFT REGISTRY
P. O. Box 25082
Oklahoma City, Oklahoma 73125

Attention: Mr. Lester Robinson

Dear Mr. Robinson:

This office is counsel for Golden West Airlines, Inc.

It is my understanding that there has arisen a problem with regard to the registration of N323.

Golden West Airlines, Inc., was formerly known as Avalon Air Transport. I believe that previously documents were furnished to the FAA in connection with other transactions involving Golden West Airlines aircraft. However, perhaps the matter can be clarified by a corrected Bill of Sale, the original of which I am enclosing herewith. This corrected Bill of Sale would replace the Bill of Sale dated the 17th day of May, 1972 and filed with the FAA on August 9, 1972.

If you need anything further to clear title to the aircraft, please advise.

Very truly yours,

OSTER, MILLARD & SUCHMAN

BY:

Robert M. Oster

ROBERT M. OSTER

RMO:ks

Enclosure

P. S. Enclosing a \$5.00 check.

OKLAHOMA CITY, OKLA.

APR 23 10 29 AM '73

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

CORRECTED AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL
Grumman G 21

MANUFACTURER'S SERIAL NUMBER 1191 NATIONALITY & REGISTRATION MARKS N323

DOES THIS 17th DAY OF May 19 72 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
K.C. Aircraft Sheet Metal
2750 E. Wardlow Rd.
Long Beach, California 90807

PURCHASER

CONVEYANCE
APR 25 1 58 PM '73
FEDERAL AVIATION ADMINISTRATION

SPM

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED

IN FAVOR OF

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS 17th day of May 1972

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)
		<i>James M. Harmon</i> James M. Harmon	Vice President
	<i>488 52 12 53</i>	<i>copy</i>	
		<i>4.13</i>	

APR 23 6 00 PM '73
30005.002A

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

488 52 12 53
copy

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TO: [Illegible]
FROM: [Illegible]
SUBJECT: [Illegible]

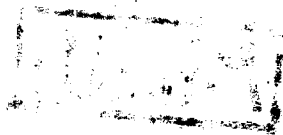
OKLAHOMA CITY: OKLA.

APR 23 10 29 AM '73

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE



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

AIRCRAFT MAKE AND MODEL

Grumman G 21

MANUFACTURER'S SERIAL NUMBER

1191

NATIONALITY & REGISTRATION MARKS

N323

DOES THIS 17th DAY OF May 19 72

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

NAME AND ADDRESS

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

PURCHASER

~~Northwest Air Lines, Inc.~~

~~St. Thomas~~

~~U.S. Virgin Islands~~

K.C. Aircraft Sheet Metal

2750 E. Wardlow Rd.

Long Beach, Calif. 90807

111-2284-111-615

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 HAVE SET HAND AND SEAL THIS DAY OF 19

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)
		AVOLON AIR TRANSPORT	<i>James M. Harmon</i>
	OKRVNCHZ CILIA OKRV		
	VNC 2 3 18 64 75		
	LVV VIBCLVEL JLCIC18X COMEXVHCE F1ED M11N		

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

ORIGINAL: TO FAA

By 9-29-71
By 9-1-72
By 10-3-72

MICRO

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75 May 1952

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40.00
10.00
30.00
10.00
20.00
10.00
10.00

OKLAHOMA CITY, OKLA.

AUG 9 3 18 PM '72

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

A 121069

FEDERAL AVIATION AGENCY
APPLICATION FOR AIRCRAFT REGISTRATION

Rev 8 12 15 70

TYPE OF REGISTRATION (Check one box)

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

NATIONALITY AND
 REGISTRATION MARKS
N 323

AIRCRAFT MAKE AND MODEL
Grumman G21A

AIRCRAFT SERIAL No:
1191

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).)

[Handwritten signature]

GOLDEN WEST AIRLINES, INC.

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

5801 W. IMPERIAL HWY
~~4337 Donald Douglas Drive~~

CITY
LOS ANGELES
~~Long Beach~~

COUNTY
Los Angeles

STATE
California

ZIP CODE
90045
~~90808~~

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE <i>[Signature]</i> JAMES M. HARMON	TITLE Vice-President	DATE 12/1/69
SIGNATURE DEC 3 1 55	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.

005437

FEB 10 1970 000020000

OKLAHOMA CITY, OKLA.

DEC 8 1 22 PM '69

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

2

14 OCT 30 1963

FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION *1A*

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

Chg of signature

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

REGISTRATION MARKS

10-21A

NO. 323

AIRCRAFT MAKE AND MODEL

Grumman

10-21A

CHECK WHETHER OWNERSHIP IS

 CORPORATION
 PARTNERSHIP
 CO-OWNERSHIP

 INDIVIDUAL OWNER

SERIAL NO.

1191

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.

Catalina Air Lines, Inc.

SIGNATURE OF
APPLICANT (IN INK)

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

W. Brent Grumman

October 23, 1963

TITLE

Vice President

DATE OF APPLICATION

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

399

518

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

Name Change in Certif. CALL 10-28-63 5205 ok 7-00

MICRO

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

OCT 28 11 21 AM '63

OKLAHOMA CITY, OKLA.

DUPLICATE

LOAN NO.

AIRCRAFT CHATTEL MORTGAGE

THIS MORTGAGE, made this 27th day of November, 1961, by and between AVALON AIR TRANSPORT, INC. whose address is 3365 Lakewood, Long Beach, Calif. hereinafter called the mortgagor, and Hildreth von Kleinsmid whose address is 4406 California Long Beach, California hereinafter called the mortgagee,

RECORDED
INDEXED
DEC 18 2 25 PM '61
A 18 4 8 7 8

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of TWENTY FIVE THOUSAND and no/100 Dollars (\$25,000.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Manufacturer of aircraft: Grumman
Model: G 21, 1941 Serial Number: 1191
Manufacturer of engine: Pratt Whitney
Model: Serial Number: I E A S E D
CAA Identification Mark: N 323

together with all equipment and accessories attached thereto or used in connection therewith, including the following: A206769
all of which are included in the term aircraft as used herein.

The above described aircraft is hereby mortgaged to the mortgagee for the purpose of securing in the order named:
First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

Note bearing date of November 27, 1961, executed by the mortgagor and payable to the order of Hildreth von Kleinsmid in the aggregate principal sum of \$25,000.00, with interest thereon at the rate of Seven per centum per annum, from date, payable in installments as follows:
The principal and interest of said note is payable in 1 installments of \$25,000.00 each on the 30th day of each successive month beginning with the 30th day of September, 1962

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

Said mortgagor hereby declares and hereby warrants to the said mortgagee that he is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: no exceptions.

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

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

- (1.) The Mortgagor does hereby warrant that he is the sole owner of the aircraft described herein and that there are no liens or encumbrances or adverse claims of any kind whatever thereon or on any part thereof.
- (2.) Mortgagor agrees that he will neither use, nor permit said aircraft to be used, for any unlawful purpose; that he will register, use, operate and control the same in accordance with all statutes, laws, ordinances and regulations relating to the registration, use, operation and control of said property.
- (3.) The Mortgagor will not, nor will he attempt to, assign, pledge, mortgage, hypothecate or otherwise dispose of said aircraft, or any part thereof, during the terms of said note and mortgage, nor will he remove said aircraft, or permit the same to be removed, from the county where said aircraft is permanently located, as set forth herein, for any period in excess of ten (10) days, without the written consent of the Mortgagee first had and obtained.
- (4.) Mortgagor agrees to exhibit said aircraft to Mortgagee upon demand and to keep the said aircraft in as good condition and repair as it now is, ordinary wear and tear excepted, and to house the same in suitable shelter, and to promptly pay all taxes levied or assessed thereon and all liens which may attach thereto. When the service of any notice upon the Mortgagor is necessary or convenient, the same may be had by deposit in the United States mail, postage prepaid, directed to Mortgagor at his address set forth herein.
- (5.) Mortgagor agrees to take out, pay for and keep in full force and effect a policy or policies of insurance, in form satisfactory to Mortgagee and issued by an insurance carrier approved by Mortgagee (covering both Mortgagee and Mortgagor) for the hazards of fire, theft and total or partial destruction, and such additional hazards as may be mutually agreed upon by Mortgagor and Mortgagee, and the loss under every such policy shall be paid first to the Mortgagee or its assigns up to the amount of the obligation secured, and the balance, if any, to the Mortgagor; said policy to be in the possession of the Mortgagee until satisfaction of all obligations secured by this mortgage. In the event that Mortgagor should for any reason fail to take out said insurance above referred to, or pay for the same, the Mortgagee may, at the cost and expense of the Mortgagor, take out and pay for such insurance, and any sums advanced therefor shall be added to the principal of said promissory note and secured by this Chattel Mortgage as set forth in paragraph (6) following. Any sums received upon cancellation of any policy may be applied by Mortgagee upon the then remaining balance of any obligation secured hereby.
- (6.) Should Mortgagee make any advance or advances or spend any money for the protection or preservation of its security, or should there accrue or be due any collection costs or other obligations arising under this contract, such advance or advances, together with such collection costs or other obligations arising under this contract and unpaid shall be added to the unpaid principal of said promissory note and shall be secured by said mortgage, and such advance or advances and collection costs shall all become immediately due and payable with interest at the hereinabove mentioned rate per annum, payable monthly, and the Mortgagee shall have the right upon receipt of any instalment or payment due under the terms of said note and the mortgage to apply the same, first in satisfaction of any collection costs or other moneys advanced by Mortgagee hereunder; second, to the satisfaction of any unpaid interest, and, third, the balance of said instalment or instalments in payment of principal, and should there be a deficiency in the amount of any instalment or payment after the payment of said costs as in this agreement provided, such deficiency shall be payable forthwith, and the failure on the part of the Mortgagor to pay or satisfy same shall accelerate for immediate payment the entire unpaid balance of said obligation, including all advances made, collections costs and interest accrued, and Mortgagee may exercise such right or rights as are reserved to Mortgagee under the terms of this mortgage.
- (7.) Should Mortgagor fail to make payment of any part of the principal or interest as provided in said promissory note, or if any breach be made of any obligation or promise of the Mortgagor herein contained or secured, or if Mortgagor shall abandon said aircraft, or regardless of any other default, if said aircraft be attached or bankruptcy proceedings be instituted by or against Mortgagor, then the whole principal sum unpaid upon said promissory note with interest accrued thereon, and all other sums of money due or unpaid at the time of said default, and interest thereon, or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee, without notice to the Mortgagor, and it may at once proceed to foreclose this mortgage according to law, or it may, at its option, and it is hereby empowered to do, enter upon the premises where the said mortgaged property may be and take possession thereof; and remove and sell and dispose of the same at public or private sale without any previous demand of performance or notice to the Mortgagor of any such sale whatsoever, notice of sale and demand of performance and every other notice or demand whatsoever being hereby expressly waived by said Mortgagor; and from the proceeds of sale retain all costs and charges incurred by it in the said taking or sale, including reasonable attorney's fees incurred; also all sums due on said promissory note under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said Mortgagee under any provisions of this mortgage, or secured hereby, with interest thereon, and any surplus of such proceeds remaining shall be paid to the Mortgagor, or whomever may be lawfully entitled to receive the same; if there be a deficit, Mortgagor agrees immediately to pay the same to Mortgagee.

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

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

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

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

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

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal on the day and year first above written.
SIGNED IN THE PRESENCE OF: AVALON AIR TRANSPORT, INC. (SEAL)
Signature of Mortgagor
Pres. (SEAL)
Secy-Treas. (SEAL)

EMM G.
450 4022

Loan No. Due Date

**Aircraft
Chattel Mortgage**

FROM
TO

AIRCRAFT AND AIRMEN
RECORDS BRANCH

Nov 30 2 16 PM '61

OKLAHOMA CITY, OKLA.

ACKNOWLEDGMENT BY MORTGAGOR

STATE OF California
COUNTY OF Los Angeles } ss:

(INDIVIDUAL OR PARTNER)

On this _____ day of _____, 19____, before me personally appeared the above named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed.

(CORPORATION)

On this 27th day of November, 1961, before me personally appeared Wilton R. Probert, to me personally known, who, being by me duly sworn, says that he is the President of the Avalon Air Transport, Inc. corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said Wilton R. Probert acknowledged the foregoing chattel mortgage to be the free act and deed of said corporation.

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

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

Juanita Yoder
Notary Public

ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto Farmers & Merchants Bank of Long Beach, whose address is 302 Pine, Long Beach, California and hereby authorizes the said Assignee to do every act, and thing necessary to collect and discharge the same.

The undersigned mortgagee warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned mortgagee warrants that he is the owner of a valid security interest in the said aircraft.

DATED this 27th day of November, 1961.

SIGNED IN THE PRESENCE OF:

Hildreth von Klamm (SEAL)
Signature of Mortgagee (Assignor)

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

STATE OF California
COUNTY OF Los Angeles } ss:

(INDIVIDUAL OR PARTNER)

On this 27th day of November, 1961, before me personally appeared the above named mortgagee, to me known to be the person described in and who executed the foregoing assignment, and acknowledged that he executed the same as his free act and deed.

(CORPORATION)

On this _____ day of _____, 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ of the _____ corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said _____ acknowledged the foregoing assignment to be the free act and deed of said corporation.

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

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

Juanita Yoder
Notary Public



5

RELEASE

A 2 2 2 3 1 7

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

Grumman

AIRCRAFT SERIAL NUMBER 1191

FAA REGISTRATION NUMBER N323

DEC 23 PM '63

FEDERAL AVIATION AGENCY

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

This mortgage was recorded by the Federal Aviation Agency on Dec. 21, 1962 and was assigned document number A 213316.

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

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

FARMERS AND MERCHANTS BANK LONG BEACH

Name of Mortgagee or Assignee

Signature (IN INK) P. E. [Signature]

Title Vice President

ACKNOWLEDGMENT

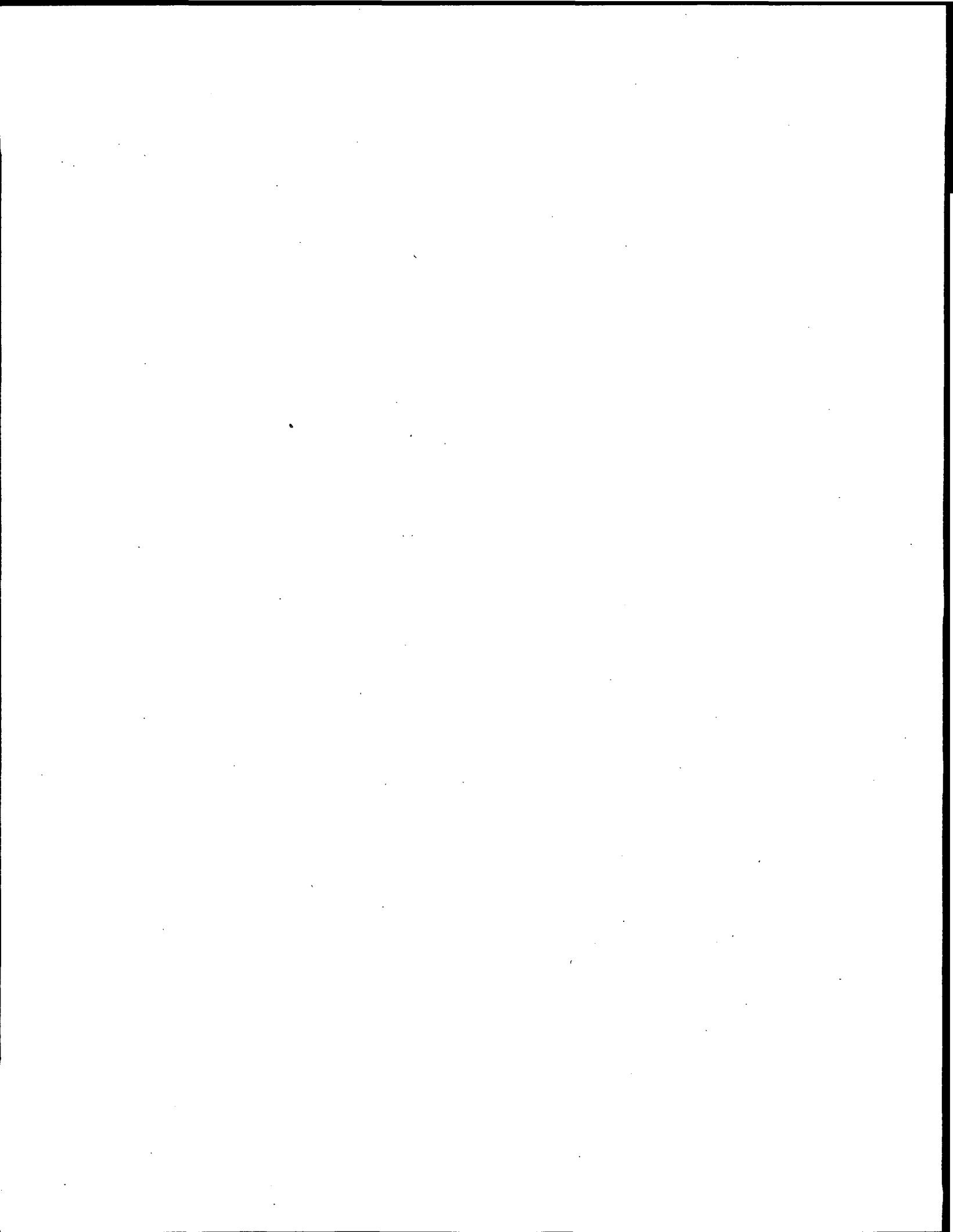
State of California on this 16th day of July 19 63 before me personally appeared the above-named County of Los Angeles Mortgagee or Assigned, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Notary public (In ink) [Signature]



JERRY HOLZE, Notary Public MY COMMISSION EXPIRES OCT. 22, 1967



DUPLICATE

Form **FA-506** *filled*

LOAN NO.

AIRCRAFT CHATTEL MORTGAGE

12-21-62

A 213316

THIS MORTGAGE, made this 7 day of December, 1962, by and between AVALON AIR

TRANSPORT, INC., whose address is 3365 Lakewood, Long Beach, Calif.

hereinafter called the mortgagor, and Farmers & Merchants Bank / of Long Beach, whose address is 3665 Pine, Long Beach, California, hereinafter called the mortgagee,

**DOC RECORDED
THIRTY FIVE THOUSAND**

DEC 21 10 35 AM '62

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

Manufacturer of aircraft: Grumman
Model: G 21, 1941 Serial Number: 1191 FEDERAL AVIATION AGENCY
Manufacturer of engine: Pratt Whitney
Model: _____ Serial Number: _____
CAA Identification Mark: N 323

together with all equipment and accessories attached thereto or used in connection therewith, including the following: A 222317

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

The above described aircraft is hereby mortgaged to the mortgagee for the purpose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

Note bearing date of December 7, 1962, executed by the mortgagor and payable to the order of Farmers & Merchants Bank of Long Beach in the aggregate principal sum of \$ 35,000.00, with interest thereon

at the rate of Seven per centum per annum, from date, payable in installments as follows:

In installments as herein stated:
\$10,000.00 June 29, 1963; \$10,000.00 July 31, 1963, \$10,000.00 August 31, 1963 and \$5,000.00 September 30, 1963

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

Said mortgagor hereby declares and hereby warrants to the said mortgagee that he is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: no exceptions.

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

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

- (1.) The Mortgagor does hereby warrant that he is the sole owner of the aircraft described herein and that there are no liens or encumbrances or adverse claims of any kind whatever thereon or on any part thereof.
- (2.) Mortgagor agrees that he will neither use, nor permit said aircraft to be used, for any unlawful purpose; that he will register, use, operate and control the same in accordance with all statutes, laws, ordinances and regulations relating to the registration, use, operation and control of said property.
- (3.) The Mortgagor will not, nor will he attempt to, assign, pledge, mortgage, hypothecate or otherwise dispose of said aircraft, or any part thereof, during the terms of said note and mortgage, nor will he remove said aircraft, or permit the same to be removed, from the county where said aircraft is permanently located, as set forth herein, for any period in excess of ten (10) days, without the written consent of the Mortgagee first had and obtained.
- (4.) Mortgagor agrees to exhibit said aircraft to Mortgagee upon demand and to keep the said aircraft in as good condition and repair as it now is, ordinary wear and tear excepted, and to house the same in suitable shelter, and to promptly pay all taxes levied or assessed thereon and all liens which may attach thereto. When the service of any notice upon the Mortgagor is necessary or convenient, the same may be had by deposit in the United States mail, postage prepaid, directed to Mortgagor at his address set forth herein.
- (5.) Mortgagor agrees to take out, pay for and keep in full force and effect a policy or policies of insurance, in form satisfactory to Mortgagee and issued by an insurance carrier approved by Mortgagee (covering both Mortgagee and Mortgagor) for the hazards of fire, theft and total or partial destruction, and such additional hazards as may be mutually agreed upon by Mortgagor and Mortgagee, and the loss under every such policy shall be paid first to the Mortgagee or its assigns up to the amount of the obligation secured, and the balance, if any, to the Mortgagor; said policy to be in the possession of the Mortgagee until satisfaction of all obligations secured by this mortgage. In the event that Mortgagor should for any reason fail to take out said insurance above referred to, or pay for the same, the Mortgagee may, at the cost and expense of the Mortgagor, take out and pay for such insurance, and any sums advanced therefor shall be added to the principal of said promissory note and secured by this Chattel Mortgage as set forth in paragraph (6) following. Any sums received upon cancellation of any policy may be applied by Mortgagee upon the then remaining balance of any obligation secured hereby.
- (6.) Should Mortgagee make any advance or advances or spend any money for the protection or preservation of its security, or should there accrue or be due any collection costs or other obligations arising under this contract, such advance or advances, together with such collection costs or other obligations arising under this contract and unpaid shall be added to the unpaid principal of said promissory note and shall be secured by said mortgage, and such advance or advances and collection costs shall all become immediately due and payable with interest at the hereinabove mentioned rate per annum, payable monthly, and the Mortgagee shall have the right upon receipt of any instalment or payment due under the terms of said note and the mortgage to apply the same, first in satisfaction of any collection costs or other moneys advanced by Mortgagee hereunder; second, to the satisfaction of any unpaid interest, and, third, the balance of said instalment or instalments in payment of principal, and should there be a deficiency in the amount of any instalment or payment after the payment of said costs as in this agreement provided, such deficiency shall be payable forthwith, and the failure on the part of the Mortgagor to pay or satisfy same shall accelerate for immediate payment the entire unpaid balance of said obligation, including all advances made, collections costs and interest accrued, and Mortgagee may exercise such right or rights as are reserved to Mortgagee under the terms of this mortgage.
- (7.) Should Mortgagor fail to make payment of any part of the principal or interest as provided in said promissory note, or if any breach be made of any obligation or promise of the Mortgagor herein contained or secured, or if Mortgagor shall abandon said aircraft, or regardless of any other default, if said aircraft be attached or bankruptcy proceedings be instituted by or against Mortgagor, then the whole principal sum unpaid upon said promissory note with interest accrued thereon, and all other sums of money due or unpaid at the time of said default, and interest thereon, or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee, without notice to the Mortgagor, and it may at once proceed to foreclose this mortgage according to law, or it may, at its option, and it is hereby empowered so to do, enter upon the premises where the said mortgaged property may be, and take possession thereof, and remove and sell and dispose of the same at public or private sale without any previous demand of performance or notice to the Mortgagor of any such sale whatsoever, notice of sale and demand of performance and every other notice or demand whatsoever being hereby expressly waived by said Mortgagor and from the proceeds of sale retain all costs and charges incurred by it in the said taking or sale, including reasonable attorney's fees incurred; and also all sums due on said promissory note under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said Mortgagee under any provisions of this mortgage, or secured hereby, with interest thereon, and any surplus of such proceeds remaining shall be paid to the Mortgagor, or whomever may be lawfully entitled to receive the same; if there be a deficit, Mortgagor agrees immediately to pay the same to Mortgagee.
- Mortgagee, or its agent, may bid and purchase at any sale made under this mortgage or herein authorized, or at any sale made upon foreclosure of this mortgage.
- (8.) Mortgagor further agrees that if from any cause there shall be a substantial decrease in the value of said mortgaged property, the said Mortgagee shall have the option of demanding of said Mortgagor further security in order to offset the said decrease in value, and upon the failure of said Mortgagor to give said additional security, Mortgagee may proceed in the same manner as herein provided in case of any other default.
- (9.) This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns, and the word "Mortgagor" as used herein includes masculine, feminine and neuter, singular and plural.

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

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

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

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

SIGNED IN THE PRESENCE OF:



AVALON AIR TRANSPORT, INC. (SEAL)
Signature of Mortgagor: [Signature] (SEAL)
[Signature] Secy.-Treas. (SEAL)

DEC 21 1962

Loan No. Due Date

Aircraft Chattel Mortgage

FROM

TO

ACKNOWLEDGMENT BY MORTGAGOR

STATE OF }
COUNTY OF } ss:

(INDIVIDUAL OR PARTNER)

On this day of, 19....., before me personally appeared the above named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed.

(CORPORATION),

On this 7 day of December, 1962, before me personally appeared Wilton R. Probert President of the Avalon Air Transport, Inc corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said he acknowledged the foregoing chattel mortgage to be the free act and deed of said corporation.

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

Eleanor G. Gabriel
Notary Public

My Commission Expires June 11, 1963.

Eleanor G. Gabriel



ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto....., whose address is....., and hereby authorizes the said..... to do every act, and thing necessary to collect and discharge the same.

The undersigned mortgagee warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned mortgagee warrants that he is the owner of a valid security interest in the said aircraft.

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

SIGNED IN THE PRESENCE OF:

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

STATE OF }
COUNTY OF } ss:

(INDIVIDUAL OR PARTNER)

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

(CORPORATION)

On this day of, 19....., before me personally appeared....., to me personally known, who, being by me duly sworn, says that he is the..... of the..... corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said..... acknowledged the foregoing assignment to be the free act and deed of said corporation.

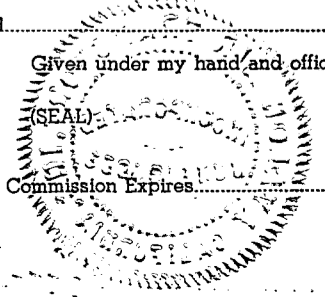
Given under my hand and official seal the day and year above written.
(SEAL)

DEC 14 9 16 AM '62

Notary Public

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

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAM



A 2 0 6 7 6 9

RELEASE DOC. RECORDED

SEP 14 12 34 PM '62

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.

Aircraft serial number: 1191 FAA Registration #N 323

The mortgage dated November 27, 1961, was executed by Avalon Air Transport, Inc. (Mortgagor), to HILDRETH VON KLEINSMID (Mortgagee), and assigned to Farmers & Merchants Bank Of Long Beach.

This mortgage was recorded by the Federal Aviation Agency on December 18, 1961 and was assigned document number A184878.

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

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

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

ACKNOWLEDGMENT

State of California on this 5th day of September, 1962. County of Los Angeles before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the fore-going release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation, swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Margaret Brown
Notary public (In ink)

My commission expires _____

MARGARET BROWN
My Commission Expires April 21, 1963



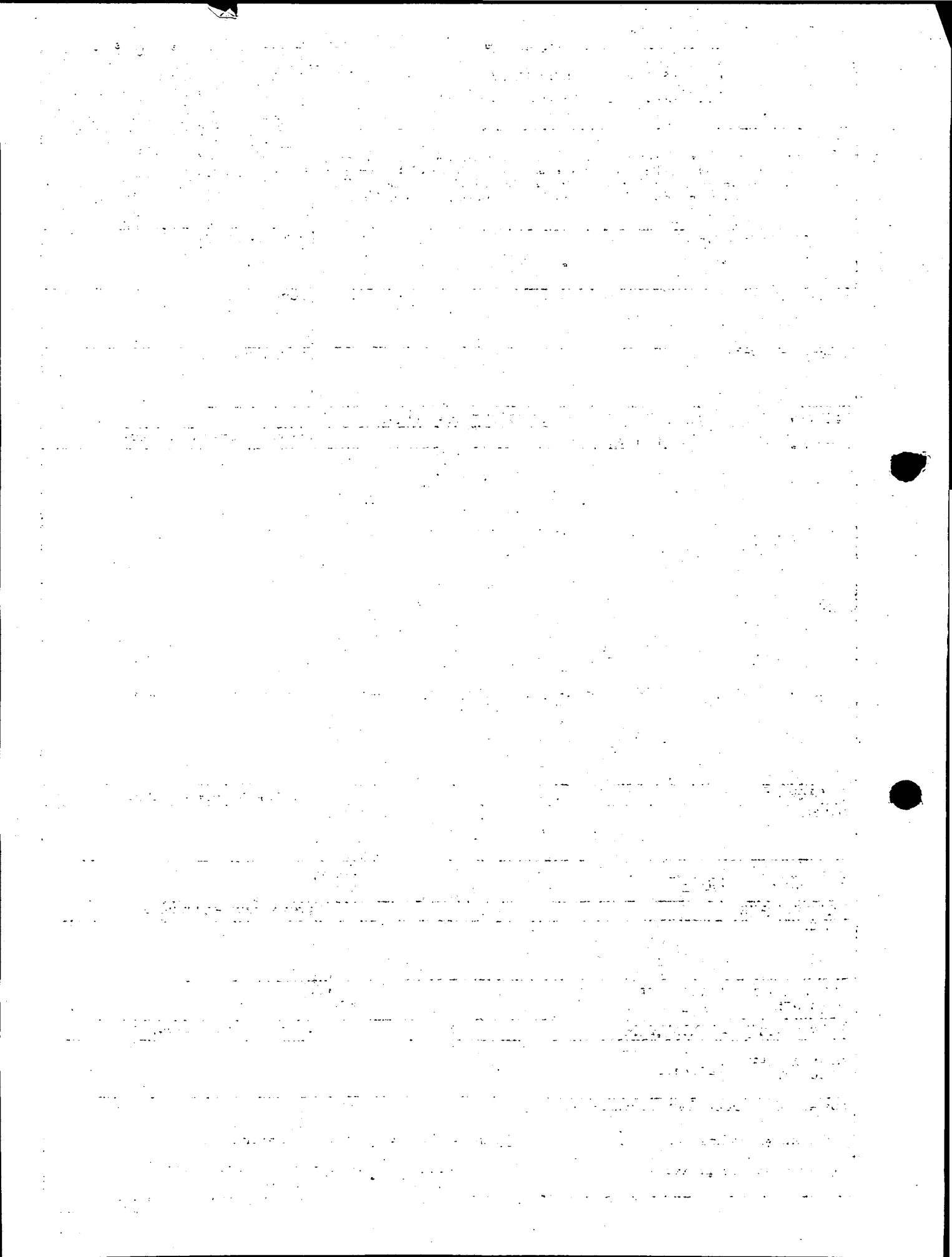
FEDERAL AVIATION
AGENCY--AIRCRAFT
REGISTRATION BRANCH

SEP 10 1 15 PM '62

OKLAHOMA CITY, OKLA.



FEDERAL AVIATION AGENCY mf CROSS-REFERENCE - RECORDATION		<i>(Space for release stamp)</i>	
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.		AIRCRAFT N- <hr/>	
TYPE OF CONVEYANCE Partial Release of C/M doc. 223997		DATE EXECUTED 12/4/61	
FROM Bank of America NT & SA		DOCUMENT NO. A186872	
TO OR ASSIGNED TO Avalon Air Transport (mortgagor)		DATE RECORDED	
THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:			
AIRCRAFT <i>(List by registration number)</i>		TOTAL NUMBER INVOLVED: 1	
N324			
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 <i>(Check one)</i>			
<input checked="" type="checkbox"/> AIRCRAFT FOLDER N-N323		<input type="checkbox"/> ENGINE MAKE AND SERIAL NO. LISTED ABOVE	
<input type="checkbox"/> LOCATION LISTED ABOVE		<input type="checkbox"/> PROPELLER MAKE AND SERIAL NO. LISTED ABOVE	



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

AIRCRAFT SERIAL NUMBER

B 66

FAA REGISTRATION NUMBER

N 324

The mortgage dated February 17, 1961, was executed
by Avalon Air Transport (Mortgagor),
to Bank of America NT & SA (Mortgagee),
and assigned to _____

REC'D
RECORDED
FEDERAL AVIATION AGENCY
JAN 9 5 19 PM '62
A 186872

This mortgage was recorded by the Federal Aviation Agency on March 21, 1961

and was assigned document number 223997

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on December 4, 1961

Bank of America NT & SA

Name of Mortgagee or Assignee

Signature (In ink) _____

Title Pro. Assistant Cashier *in cert*

ACKNOWLEDGMENT

State of California

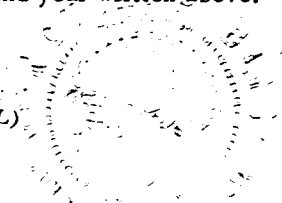
on this 4th day of December 19 61

County of Los Angeles

before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the fore-

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

(SEAL)



Gladys M. Hamilton
Gladys M. Hamilton Notary public (In ink)

My commission expires August 23, 1962

717 18-6

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA
DEC 15 12 56 PM '61
OKLAHOMA CITY, OKLA.



etc

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

AIRCRAFT SERIAL NUMBER

1191

FAA REGISTRATION NUMBER

N 323

The mortgage dated February 17, 1961, was executed

by Avalon Air Transport, (Mortgagor),

to Bank of America NT & SA, (Mortgagee),

and assigned to _____

This mortgage was recorded by the Federal Aviation Agency on March 21, 1961

and was assigned document number 223997.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on December 4, 1961.

A 186871
DO. RECORDED
JAN 9 5 17 PM '62
FEDERAL AVIATION AGENCY

Bank of America NT & SA

Name of Mortgagee or Assignee

Signature (In ink) _____

Title Pro. Assistant Cashier

ACKNOWLEDGMENT

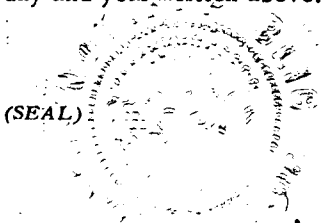
State of California

on this 4th day of December 19 61

County of Los Angeles

before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the fore-

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



Gladys M. Hamilton
Gladys M. Hamilton Notary public (In ink)

My commission expires August 23, 1962

717 12-6

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA
DEC 15 12 56 PM '61
OKLAHOMA CITY, OKLA.



FEDERAL AVIATION AGENCY
CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N- 323
~~RELEASED~~
 By Document No. A186871

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 February 17, 1961
FROM Avalon Air Transport, Inc	DOCUMENT NO. 223997
TO OR ASSIGNED TO Bank of America, N T. & S. A. Los Angeles	DATE RECORDED March 21, 1961

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED:
N323	2
N324	

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- **323.** ENGINE MAKE AND SERIAL NO. LISTED ABOVE

LOCATION LISTED ABOVE PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

1954-1955
1956-1957

1958-1959

1960-1961

1962-1963

1964-1965

1966

1967

1968-1969
1970-1971
1972-1973
1974-1975
1976-1977
1978-1979
1980-1981
1982-1983
1984-1985
1986-1987
1988-1989
1990-1991
1992-1993
1994-1995
1996-1997
1998-1999
2000-2001
2002-2003
2004-2005
2006-2007
2008-2009
2010-2011
2012-2013
2014-2015
2016-2017
2018-2019
2020-2021
2022-2023
2024-2025

DUPLICATE MORTGAGE OF CHATTELS: AIRCRAFT

No. 223997

This MORTGAGE, made this 17 day of February, 1961 by Avalon Air Transport, Inc.

of Long Beach, County of Los Angeles, State of California, by occupation hereinafter designated as MORTGAGOR, to Bank of America, N.T. & S.A. Santa Monica County of Los Angeles, State of California, by occupation Bank, hereinafter designated as MORTGAGEE.

WITNESSETH: Mortgagor hereby mortgages to said Mortgagee certain aircraft described as follows:

Table with columns: Manufacturer's Name and Trade Name, Year Manufactured, Model, Manufacturer's Serial No., Registration Certificate No., Engine Name & Model, and Engine No. Includes entries for Grumman G21A aircraft.

now and to be permanently hangared or located in the City of Long Beach County of Los Angeles

State of California, together with all equipment, parts, appliances and appurtenances now or hereafter to be placed thereon, all of which shall become a component part thereof and included under the terms of this mortgage, as security for the payment by Mortgagor of a promissory note in the original amount of Twenty-five Thousand Dollars (\$25,000.00), dated the 17th day of February, 1961 with final payment due on the 10th day of October, 1961 in accordance with its terms and executed by Mortgagor and payable to Mortgagee, and for the payment of any other sum now, or hereafter owing from Mortgagor to Mortgagee; provided, however, that the maximum amount to be secured by this Mortgage of Chattels is Twenty-five Thousand Dollars (\$25,000.00).

The Mortgagor hereby promises to pay said note and all other money obligations according to their tenor, and to perform all agreements as in said note and hereinafter in this mortgage stated, according to their terms, all payments to be made in lawful money of the United States.

All extensions and renewals of said note, or any part thereof, advances thereunder and all cost of litigation, collection (including attorney's fees or other costs expended or incurred in connection with the discovering, locating or taking possession of said aircraft) and any and all costs of returning said aircraft to the situs above referred to (including costs of repairing, rehabilitating or storing said aircraft) together with interest at per cent (%) on any delinquent instalments on said note, are all likewise secured hereby.

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

- (1.) The Mortgagor does hereby warrant that he is the sole owner of the aircraft described herein and that there are no liens or encumbrances or adverse claims of any kind whatever thereon or on any part thereof.
(2.) Mortgagor agrees that he will neither use, nor permit said aircraft to be used, for any unlawful purpose; that he will register, use, operate and control the same in accordance with all statutes, laws, ordinances and regulations relating to the registration, use, operation and control of said property.
(3.) The Mortgagor will not, nor will he attempt to, assign, pledge, mortgage, hypothecate or otherwise dispose of said aircraft, or any part thereof, during the terms of said note and mortgage, nor will he remove said aircraft, or permit the same to be removed, from the county where said aircraft is permanently located, as set forth herein, for any period in excess of ten (10) days, without the written consent of the Mortgagee first had and obtained.
(4.) Mortgagor agrees to exhibit said aircraft to Mortgagee upon demand and to keep the said aircraft in as good condition and repair as it now is, ordinary wear and tear excepted, and to house the same in suitable shelter, and to promptly pay all taxes levied or assessed thereon and all liens which may attach thereto.
(5.) Mortgagor agrees to take out, pay for and keep in full force and effect a policy or policies of insurance, in form satisfactory to Mortgagee and issued by an insurance carrier approved by Mortgagee (covering both Mortgagee and Mortgagor) for the hazards of fire, theft and total or partial destruction, and such additional hazards as may be mutually agreed upon by Mortgagor and Mortgagee, and the loss under every such policy shall be paid first to the Mortgagee or its assigns up to the amount of the obligation secured, and the balance, if any, to the Mortgagor; said policy to be in the possession of the Mortgagee until satisfaction of all obligations secured by this Mortgage.
(6.) Should Mortgagee make any advance or advances or spend any money for the protection or preservation of its security, or should there accrue or be due any collection costs or other obligations arising under this contract, such advance or advances, together with such collection costs or other obligations arising under this contract and unpaid shall be added to the unpaid principal of said promissory note and shall be secured by said mortgage, and such advance or advances and collection costs shall all become immediately due and payable with interest at the hereinabove mentioned rate per annum, payable monthly, and the Mortgagee shall have the right upon receipt of any instalment or payment due under the terms of said note and the mortgage to apply the same, first in satisfaction of any collection costs or other moneys advanced by Mortgagee hereunder; second, to the satisfaction of any unpaid interest, and, third, the balance of said instalment or instalments in payment of principal, and should there be a deficiency in the amount of any instalment or payment after the payment of said costs as in this agreement provided, such deficiency shall be payable forthwith, and the failure on the part of the Mortgagor to pay or satisfy same shall accelerate for immediate payment the entire unpaid balance of said obligation, including all advances made, collection costs and interest accrued, and Mortgagee may exercise such right or rights as are reserved to Mortgagee under the terms of this mortgage.
(7.) Should Mortgagor fail to make payment of any part of the principal or interest as provided in said promissory note, or if any breach be made of any obligation or promise of the Mortgagor herein contained or secured, or if Mortgagor shall abandon said aircraft, or regardless of any other default, if said aircraft be attached or bankruptcy proceedings be instituted by or against Mortgagor, then the whole principal sum unpaid upon said promissory note with interest accrued thereon, and all other sums of money due or unpaid at the time of said default, and interest thereon, or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee, without notice to the Mortgagor, and it may at once proceed to foreclose this mortgage according to law, or it may, at its option, and it is hereby empowered so to do, enter upon the premises where the said mortgaged property may be and take possession thereof; and remove and sell and dispose of the same at public or private sale without any previous demand of performance or notice to the Mortgagor of any such sale whatsoever, notice of sale and demand of performance and every other notice or demand whatsoever being hereby expressly waived by said Mortgagor and from the proceeds of sale retain all costs and charges incurred by it in the said taking or sale, including reasonable attorney's fees incurred; also all sums due on said promissory note under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said Mortgagee under any provisions of this mortgage, or secured hereby, with interest thereon, and any surplus of such proceeds remaining shall be paid to the Mortgagor, or whomever may be lawfully entitled to receive the same; if there be a deficit, Mortgagor agrees immediately to pay the same to Mortgagee.
(8.) Mortgagor further agrees that if from any cause there shall be a substantial decrease in the value of said mortgaged property, the said Mortgagee shall have the option of demanding of said Mortgagor further security in order to offset the said decrease in value, and upon the failure of said Mortgagor to give said additional security, Mortgagee may proceed in the same manner as herein provided in case of any other default.
(9.) This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns, and the word "Mortgagor" as used herein includes masculine, feminine and neuter, singular and plural.

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

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

STATE OF CALIFORNIA
County of Los Angeles
On this 17th day of February, 1961 before me, Gladys M. Hamilton a Notary Public in and for said Los Angeles County, personally appeared Wilton R. Probert and W. B. Von Kleinsmidy are known to me to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same. WITNESS my hand and official seal.

AVALEN AIR TRANSPORT, INC
By: W. B. Von Kleinsmidy, Sec. - Treasurer
3365 Lakewood Blvd.
Long Beach 6, California



Gladys M. Hamilton Notary Public in and for said Los Angeles County and State. My Commission Expires Aug. 25, 1962, 1962. TPL-550 DUPLICATE 1-47



3 214 AS006.00MS

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does hereby sell, assign, endorse and transfer to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION his, its or their right, title and interest in and to the within Chattel Mortgage and the Note therein described and the property covered thereby, and authorizes the said BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION to do every act and thing necessary to collect and discharge same.

The undersigned warrants that a bill of sale as to the property covered by the within Chattel Mortgage has been executed and delivered to the mortgagor; that said bill of sale and Chattel Mortgage are bona fide and were actually executed by the person or persons whose signature or signatures appear therein:

The undersigned warrants that the property herein conveyed was sold for a time price of \$.....; that \$..... in cash and/or by merchandise received in trade at not more than its then market value, was paid on or before delivery and that \$..... is the unpaid balance.

Dated this day of, 19.....

Assignor

By

ASSIGNMENT WITH RECOURSE

FOR VALUE RECEIVED, the undersigned does hereby sell, assign, endorse and transfer with recourse to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION his, its or their right, title and interest in and to the within Chattel Mortgage and the Note therein described and the property covered thereby, and authorizes the said BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION to do every act and thing necessary to collect and discharge the same.

The undersigned warrants and agrees to defend the title of said property hereby conveyed against all lawful claims and demands except the rights of the mortgagor, and for the purpose of inducing you to purchase the said instruments, the undersigned makes the following representations and warranties: That the said instruments are bona fide and were actually executed by the person or persons whose signature or signatures appear therein; that said person or persons were of legal age and competent to execute the instruments at the time of execution thereof; that the property which is the subject of said mortgage is truly and accurately described; that said property is in possession of said mortgagor; that the amount owing upon said note is correctly stated therein; that there are no counterclaims or setoffs on the part of said maker or makers against the same and should any of these representations or warranties be false or should any claim of breach of warranty be made by the maker or makers, then the undersigned hereby agrees to pay to you on demand the full unpaid balance of said note.

In further consideration of your purchase of the said Note and Chattel Mortgage, the undersigned guarantees payment of the full amount remaining unpaid and covenants, if default be made in the payment of any instalments, to pay the full amount then unpaid to you upon demand, and there shall be no duty on you to proceed in any way against maker, makers or mortgagor as a condition precedent to payment to you of unpaid balance.

The liability of the undersigned shall not be affected by any settlement or extension of credit or variation of the terms of the said instruments effected with the purchaser or any other person interested, nor affected by any assignment hereof.

The undersigned waives lack of diligence, notice of this guaranty and notices of non-payment and non-performance.

The undersigned warrants that the property herein conveyed was sold for a time price of \$.....; that \$..... in cash and/or by merchandise received in trade at not more than its then market value, was paid on or before delivery and that \$..... is the unpaid balance.

Dated this day of, 19.....

Assignor

By

(ACKNOWLEDGMENT: FOR INDIVIDUALS)

STATE OF CALIFORNIA

COUNTY OF

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

....., a Notary Public in and for said County,

personally appeared

known to me to be the person... whose name... subscribed to the within instrument, and acknowledged that ...he... executed the same.

WITNESS my hand and official seal

Notary Public in and for said County and State.

My Commission Expires, 19.....

(ACKNOWLEDGMENT: FOR CORPORATION)

STATE OF CALIFORNIA

COUNTY OF

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

....., a Notary Public in and for said County,

personally appeared

known to me to be the and, known to me to be the

..... of the the Corporation that executed the within instrument, and also known to me to be the person... who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal

Notary Public in and for said County and State

My Commission Expires, 19.....

Handwritten notary seal for Robert and Arlene Edwards Branch, San Francisco, dated 8:46 AM '61.

FEDERAL AVIATION AGENCY CROSS-REFERENCE - RECORDATION		(Space for release stamp)	
<p>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.</p>		AIRCRAFT N-	
TYPE OF CONVEYANCE RELEASE OF CHATTEL MORTGAGE		DATE EXECUTED July 23, 1959	
FROM Bank of America N.T. & S. A.		DOCUMENT NO. 154232	
TO OR ASSIGNED TO Avalon Air Transport, Inc.		DATE RECORDED September 15, 1959	
THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:			
AIRCRAFT (List by registration number)		TOTAL NUMBER INVOLVED: 2	
<p>N-322</p> <p>N-323 ✓</p>			
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)			
<input type="checkbox"/> AIRCRAFT FOLDER N- 322		<input type="checkbox"/> ENGINE MAKE AND SERIAL NO. LISTED ABOVE	
<input type="checkbox"/> LOCATION LISTED ABOVE		<input type="checkbox"/> PROPELLER MAKE AND SERIAL NO. LISTED ABOVE	

REPUBLIC OF CHINA
MINISTRY OF NATIONAL DEFENSE

SECRET

MINISTRY OF NATIONAL DEFENSE

SECRET

MINISTRY OF NATIONAL DEFENSE

SECRET

MINISTRY OF NATIONAL DEFENSE

SECRET

SECRET

SECRET

CROSS-REFERENCE - RECORDATION PAQ/mb

(Space for release stamp)

AIRCRAFT N- 323
RELEASED
 By Document No.
154232

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 29, 1959
FROM Avalon Air Transport, Inc.	DOCUMENT NO. 111030
TO OR ASSIGNED TO Bank of America NT and SA	DATE RECORDED March 5, 1959

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED: 3 2
--	--

N322 and N323

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

FORM ACA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.
-----------------------------	----------------	---------------

SPARE PARTS - LOCATIONS	TOTAL NUMBER INVOLVED:
-------------------------	------------------------

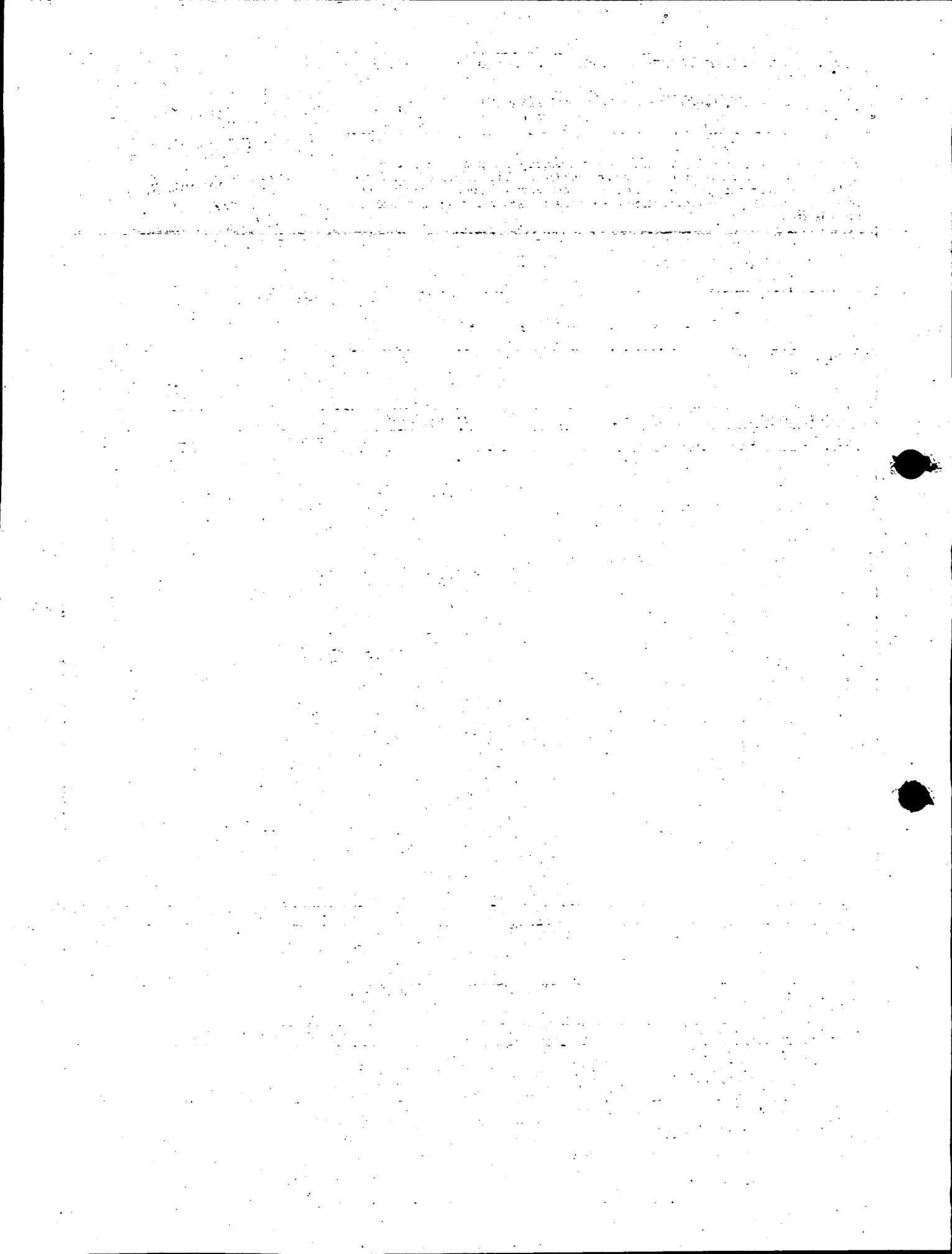
FORM ACA-1991 FILED WITH	LOCATION
-----------------------------	----------

FOR RECORDED DOCUMENT SEE (Check one)

AIRCRAFT FOLDER N- **322**

ENGINE MAKE AND SERIAL NO LISTED ABOVE

LOCATION LISTED ABOVE



FORM ACA-500
(5-48)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
CERTIFICATE OF REGISTRATION

1. NATIONALITY AND REGIS-
TRATION MARKS

N 323

2. MAKE OF AIRCRAFT

Grumman JRF-5

3. AIRCRAFT SERIAL NUMBER

1191

4 Avalon Air Transport, Inc.
NAME OF OWNER

5 3365 Lakewood Blvd.,
ADDRESS OF OWNER NUMBER STREET

Long Beach 8 California
CITY ZONE STATE

*Change in name
in cert.*

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 AIRCRAFT RECORDS SECTION, WASHINGTON, D. C.

DATE OF ISSUE:

OCT 4 1956

BY DIRECTION OF THE ADMINISTRATOR:

Carroll D. Heath

CHIEF, ADMIN. & RECORDS BR.

*10-8-56
NW*

FOLD HERE FORWARD TO WASHINGTON - USE TYPEWRITER



Handwritten text at the bottom of the page, possibly a signature or date, which is mostly illegible due to the high contrast and noise of the scan.

FORM ACA-500
(5-48)

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

FORM APPROVED
BUDGET BUREAU NO
41-R889.1

PART B

APPLICATION FOR REGISTRATION

1. REGISTRATION NO.

2. NAME OF APPLICANT

Avalon Air Transport, Inc.

4. AIRCRAFT

MAKE

N 323
Grumman JRF-5

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

3365 Lakewood Blvd.,
Long Beach 8, California

SERIAL NO.

1191

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

August 15 19 56; 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.

Avalon Air Transport, Inc

SIGNATURE OF APPLICANT (IN INK)

By Wilton R. Probert

TITLE Wilton R. Probert, President

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

FORWARD TO WASHINGTON

RECEIVED

AUG 22

11 38 AM '56

AERIAL RECORDS BRANCH
W-300

PART C

BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 25,500.00 THE UNDERSIGNED OWNER OF THE FULL
LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE <u>Grumman.</u>	SERIAL NO. <u>Buff</u> <u>34062</u>	CAA REGISTRATION NO. <u>N 323</u>
----------------------------------	--	--------------------------------------

DOES THIS _____ DAY OF _____ 19____
HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE, AND INTEREST IN AND TO SUCH AIR-
CRAFT UNTO:

NAME OF PURCHASER
Avalon Air Transport 819679

ADDRESS OF PURCHASER (Number, street, city, zone, and State)
3365 Lakewood Boulevard, Long Beach 8, California

AS OF _____ EXECUTORS, ADMINISTRATORS, AND ASSIGNS, TO HAVE AND TO HOLD
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

U. S. Naval Air Station, North Island, San Diego, Calif.

BY (Signature in ink) [Signature]

R. E. WICKMAN, ENS, SC, USN

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

Contracting Officer [Signature]

ACKNOWLEDGMENT

STATE OF California

COUNTY OF San Diego

ON THIS 10th DAY OF July 1955

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 _____ MY COMMISSION EXPIRES _____

[Signature]
Seal My Commission Expires Dec. 2, 1955

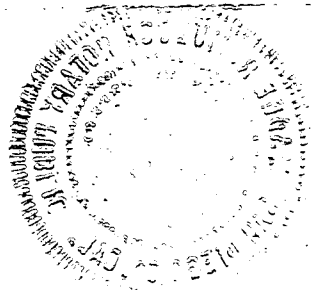
READ INSTRUCTIONS AT RIGHT CAREFULLY

RECORDED
WASHINGTON, D. C.
OCT 4 11 18 AM '55
CIVIL AERONAUTICS
ADMINISTRATION

Aug 21-56
1989 42 A
A F I [Signature]

FORWARD TO WASHINGTON

RECEIVED
OCT 1 3 20 PM '55
ADMIN. & RECORDS BRANCH
W-300



177836

LONG BEACH
GARFIELD 7-7451

Avalon Air Transport, Inc.

NEVADA 6-9137
AVALON 385

ADMINISTRATION BLDG., ... LONG BEACH MUNICIPAL AIRPORT
3365 LAKEWOOD BOULEVARD LONG BEACH 8, CALIFORNIA

August 15, 1956

W 240

Department of Commerce
Civil Aeronautics Administration
Washington 25, D. C.

Attention: W-240 Aircraft Registration.

Gentlemen,

Enclosed is application for registration of Grumman G-21A aircraft Serial 1191, (Navy No. 34062) which we wish to have assigned N323, one of the numbers you are holding for us.

If the enclosed is not sufficient evidence of ownership, please advise and we will get further documents that may be available.

ask for file

Very truly yours,

AVALON AIR TRANSPORT, INC.

By *W. B. von Kleinsmid*
W. B. von Kleinsmid

Encl. Check 3257 - \$14.00

*Please assign
N 323
RR assigned
8-27-56*

AUG-21-56 1 9 8 9 4 3 A AT I S - Hsc - A 1000

DIRECT TO AVALON BAY

*8-27-56
S. P. 10-56*

RECEIVED
AUG 22 11 38 AM '56
ADM. & RECORDS DIV.
W-300

INVOICE

NAV. S. AND A. FORM 127 (9M) (REV. 1-51)

FROM (246) U. S. NAVAL AIR STATION, NORTH ISLAND, SAN DIEGO 35, CALIFORNIA

TO (Ship or Activity)		ACCTG. NO.	JOB ORDER NO.	INVOICE NO. 471260				
NAVAL DIST. 7300.12-018	APPROPRIATION 17-2943	ACCOUNT 58000	EXPENDED 99831	PROJ. OR ALLOT. NO.	DATE	MO.	DAY	YR.
Cat. 1173-56		Contr. 12468-7499		BILL OF LADING NO.				
Sold to: Avalon Air Transport, Inc. 3305 Lakewood Blvd. Long Beach 8, Calif.				DATE OF SHIPMENT				
				*SHIPPED VIA				

ITEM NO.	STOCK NUMBER AND DESCRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE	EXTENSION
2270	USABLE				
42	AIRPLANE. Utility. Grumman Model JRF-5 Serial #34042 ✓		1		

I certify quantities are correct.
Shipment complete.

George W. Green
Delivery Officer

210
4-27-54
5

RECEIVED	ISSUED BY	CHECKED BY	PACKED BY	PACKED WITH INV. NO.	PIER	BAY	DATE	NAME
----------	-----------	------------	-----------	----------------------	------	-----	------	------

BR 57341

N323

Owensby
CAA

SN-1191

RECEIVED
AUG 22 11 39 AM '54
ADMIN & RECORDS
4-300