

MEMORANDUM TO THE FILE

Kevin R. West

ID

05/26/2023

DATE

AIRCRAFT 4065W

REVISED CERTIFICATE ISSUED

THIS DATE. NEW CERTIFICATE ISSUED BASED ON 7 YEAR
RENEWAL RULE, EFFECTIVE JANUARY 23, 2023. EXPIRATION
UPDATED IN ACCORDANCE WITH THE NEW RULE

(date)

**UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION – MIKE MONRONEY AERONAUTICAL CENTER**

AIRCRAFT REGISTRATION APPLICATION

Accepted MC Jul/30/2021

1) UNITED STATES REGISTRATION NUMBER: N 4065W	4) TYPE OF REGISTRATION <input checked="" type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input type="checkbox"/> 7. Limited Liability Company (LLC) <input type="checkbox"/> 8. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner
2) AIRCRAFT MANUFACTURER AND MODEL: PIPER	(Check one box.)
3) AIRCRAFT SERIAL NUMBER: 32-40099	

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

6) TELEPHONE NUMBER: **(651) 755-6977**

7) MAILING ADDRESS (Permanent mailing address for first applicant on list.)
 NUMBER AND STREET: **101 Canterbury Dr.**
 RURAL ROUTE: _____ P.O. BOX _____
 CITY: **Saginaw** STATE: **TX** ZIP: **76179**

8) PHYSICAL ADDRESS/LOCATION IF PO BOX, MAIL DROP OR RURAL ROUTE BOX USED FOR MAILING ADDRESS
 NUMBER AND STREET: _____
 DESCRIPTION OF LOCATION: _____
 CITY: _____ STATE: _____ ZIP: _____

9) CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

10) CERTIFICATION

I/WE CERTIFY:

- (1) That the above aircraft is owned by the undersigned applicant who is: **(MUST CHECK AND/OR COMPLETE a, b, c, or d)**
- a. A citizen of the United States as defined by 49 USC 40102(a)(15);
 - b. A resident alien with alien registration (Form 1-551) No. _____
 - c. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at (provide complete physical address) _____
 - d. A corporation using a voting trust to qualify. Enter name of trustee _____
- (2) If box c or d above is checked, I, the below signed, certify that I am authorized, by the applicant shown above, to sign corporate documents and to seek aircraft registration on behalf of the entity and that I will provide the same authorization if requested;
- (3) That the aircraft is not registered under the laws of any foreign country; and
- (4) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

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

I/we hereby certify that the information provided in, and in any attachments to, this application for aircraft registration is true, accurate and correct to the best of my/our knowledge and belief. I/we understand that the FAA administrator will rely on the information I/we provide in determining my/our qualification for aircraft registration. I/we understand that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device any material fact(s), statement(s), representation(s) or entry(ies) may be fined up to \$500,000 or imprisoned for not more than five (5) years or both (18 U.S.C. §§ 1001 and 3571). I/we understand that to knowingly and willfully: a) falsify or conceal a material fact; or b) use a document knowing it contains a false, fictitious or fraudulent statement/entry; or c) provide any inaccurate, false statement/information can subject me to criminal prosecution (49 U.S.C. § 46306), and the registration of the subject aircraft may be delayed, denied and/or revoked.

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

11)	SIGNATURE: Erik Rautiola	DATE: 8 May 2021
	TYPED/PRINTED NAME: Erik Rautiola	TITLE: Owner
12)	SIGNATURE: _____	DATE: _____
	TYPED/PRINTED NAME: _____	TITLE: _____

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



PRA Public Burden Statement: A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0042. Public reporting for this collection of information is estimated to be approximately 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required to obtain aircraft registration in accordance with 14 CFR Part 47. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

PRIVACY ACT STATEMENT:

Privacy Act of 1974 (PL 93-579) requires that users of this form be informed of the authority which allows the solicitation of the information and whether disclosure of such information is mandatory or voluntary; the principal purpose for which the information is intended to be used; the routine uses which may be made of the information gathered; and the effects, if any, of not providing all or any part of the requested information.

Title 49, United States Code requires the registration of each United States civil aircraft as a prerequisite to its operation. An aircraft is eligible for registration only: (1) if it is not registered under the laws of a foreign country; and (2) if it is owned by (a) a citizen of the United States; or (b) an individual citizen of a foreign country lawfully admitted for permanent residence in the United States; or (c) a corporation not a citizen of the United States when the corporation is organized and doing business under the laws of the United States or a State and the aircraft is based and primarily used in the United States; or (d) an aircraft of the United States government. Operation of an aircraft that is not registered may subject the operator to a civil penalty.

This form identifies the aircraft to be registered, and provides the name and permanent address for mailing the registration certificate. Incomplete submission will prevent or delay issuance of the registration certificate.

The following routine uses are made of the information gathered:

- (1) To determine that aircraft are registered in accordance with the provisions of Title 49, United States Code.
- (2) To support the investigative efforts of Federal, State and foreign government law enforcement agencies.
- (3) To serve as a repository of documents used by individuals and title search companies to determine ownership of an aircraft.

- (4) To provide aircraft owners and operators information about potential mechanical defects or unsafe conditions of their aircraft in the form of airworthiness directives.
- (5) To provide supporting information in court cases.
- (6) To serve as a data source for management information for production of summary descriptive statistics and analytical studies in support of agency functions for which the records are collected and maintained.
- (7) To respond to general requests from the aviation community or public for statistical information under the Freedom of Information Act or to locate specific individuals or specific aircraft for accident investigation, violation, or other safety related requirements.
- (8) To provide data for the automated aircraft registration master file.
- (9) To provide data for development of the aircraft registration statistical system.
- (10) To prepare an aircraft register in electronic media as required by ICAO agreement containing information on aircraft owners by name, address, N-Number, and type-aircraft, used for internal FAA safety program purposes and also available to the public (individuals, aviation organizations, direct mail advertisers, state and local governments, etc.) upon payment of applicable user charges reimbursing the federal government for its costs.
- (11) The aircraft records maintained by the Aircraft Registration Branch are public records and are open for inspection in Room 122 of the Registry Building, Mike Monroney Aeronautical Center, 6425 South Denning Avenue, Oklahoma City, Oklahoma. Individuals interested in such information may make a personal search of the records or may avail themselves of the services of a title search company or law firm.

PREPARATION: If all data and/or responses are not entered as required by this form, the application will be returned to the applicant for completion. Type or print all required information in the appropriate block/space. Except for signatures, all data must be typewritten or printed. Signatures that are not digital/electronic must be in ink. The name of the applicant should be identical to the name of the purchaser shown on the applicant's evidence of ownership.

EVIDENCE OF OWNERSHIP: The applicant for registration of an aircraft must submit evidence of ownership that meets the requirements prescribed in 14 CFR Part 47. AC Form 8050-2, Aircraft Bill of Sale, or its equivalent, must be used as evidence of ownership. If not purchased from the last registered owner, the applicant must submit conveyances completing the chain of ownership from the last registered owner to the applicant.

The purchaser under a CONTRACT OF CONDITIONAL SALE is considered the owner for the purpose of registration and the contract of conditional sale must be submitted as evidence of ownership.

A corporation that does not meet citizenship requirements must submit a certified copy of its certificate of incorporation.

REGISTRATION AND RECORDING FEES: The fee for issuing a certificate of aircraft registration should accompany this application. There is no recording fee for a bill of sale submitted with the application. A recording fee is required when a conditional sales contract is

submitted as evidence of ownership. Fee amounts may be found in 14 CFR 47.17 and 14 CFR 49.15.

MAILING INSTRUCTIONS: After entering all required data and affixing necessary signatures, send a copy (IF INK SIGNATURES ARE AFFIXED, THE ORIGINAL INK-SIGNED COPY MUST BE SENT) of this application with all appropriate forms and fees to:

USPS/Mail	Courier
FAA Aircraft Registration Branch P.O. Box 25504 Oklahoma City, Oklahoma 73125-0504	FAA Aircraft Registration Branch 6425 S Denning Avenue Oklahoma City, Oklahoma 73169

Except when the most recent registration of the subject aircraft is expired or cancelled, 14 CFR 47.31(c) provides for an airworthy U.S. aircraft to be operated for up to 90 days within the United States when a copy of the signed aircraft registration application is carried in the aircraft while awaiting issuance and receipt of the new registration certificate. Therefore, one should retain a copy of the signed application to use as that temporary authority after the fee and evidence of ownership have been mailed/delivered to the Registry.

CHANGE OF ADDRESS: It is the responsibility of an aircraft owner to notify the FAA Aircraft Registry within 30 days of any change in permanent mailing and/or physical address. This form may be used to submit a change of address.

Handwritten signature/initials

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

OMB Control No.
2120-0042 Exp. 10/31/2020

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 2100 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED
AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N** 4065W

AIRCRAFT MANUFACTURER & MODEL
PIPER PA 32-360

AIRCRAFT SERIAL NO.
32-40099

DOES THIS 2ND DAY OF NOV 2020
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

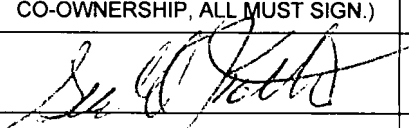
PURCHASER

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

~~XXXXXXXXXX~~
Rautiola, Erik M.
101 Canterbury Dr.
Saginaw, Texas 76179

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF	HAVE SET	HAND AND SEAL THIS	DAY OF
NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)	
<u>GERALD KOTIKE</u>		<u>OWNER</u>	

SELLER

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

ORIGINAL: TO FAA:
AC Form 8050-2 (10/20)

210551203324
\$5.00 02/24/2021

PRA Public Burden Statement: A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0042. Public reporting for this collection of information is estimated to be approximately 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required to show evidence of ownership to register an aircraft or hold an aircraft in trust in accordance with 14 CFR Part 47. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

AIRCRAFT BILL OF SALE INFORMATION

PREPARATION: Prepare this form in duplicate. Except for signatures, all data should be type-written or printed. Signatures must be in ink. The name of the purchaser must be identical to the name of the applicant shown on the Aircraft Registration Application, AC Form 8050-1.

When a trade name is shown as the purchaser or seller, the name of the individual owner or co-owners must be shown along with the trade name.

If the aircraft was not purchased from the last registered owner, conveyances must be submitted completing the chain of ownership from the last registered owner, through all intervening owners, to the applicant.

REGISTRATION AND RECORDING FEES: The fee for issuing a certificate of aircraft registration is \$5.00. An additional fee of \$5.00 is required when a conditional sales contract is submitted in lieu of bill of sale as evidence of ownership along with the application for aircraft registration (\$5.00 for the issuance of the certificate, and \$5.00 for recording the lien evidenced by the contract). The fee for recording a conveyance is \$5.00 for each eligible piece of collateral listed thereon. (There is no fee for issuing a certificate of aircraft registration to a governmental unit or for recording a bill of sale that accompanies an application for aircraft registration and the proper registration fee.)

MAILING INSTRUCTIONS:

If this form is used, please mail the original or copy which has been signed in ink to FAA Aircraft Registration Branch, P.O. Box 25504, Oklahoma City, OK 73125-0504.

FAA A/C BR OK
2021 FEB 24 PM 12:54

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 4065W		SERIAL NUMBER 32-40099	
MANUFACTURER PIPER		MODEL PA-32-300	
DATE OF ISSUANCE 06/20/1979		DATE OF EXPIRATION 10/31/2023	TYPE OF REGISTRATION INDIVIDUAL
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>KOTTKE GERALD E</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>TOWNLINE RD</u> (Address) _____ City <u>DALLAS</u> State <u>WI</u> Zip <u>54733</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, <u>COMPLETE</u> , <u>SIGN</u> , <u>DATE</u> & <u>MAIL</u> this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.			
SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			5/14/2020
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (202005140123133017NB)

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DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 4065W		SERIAL NUMBER 32-40099	
MANUFACTURER PIPER		MODEL PA-32-300	
DATE OF ISSUANCE 06/20/1979		DATE OF EXPIRATION 10/31/2020	TYPE OF REGISTRATION INDIVIDUAL
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>KOTTKE GERALD E</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>TOWNLINE RD</u> (Address) _____ City <u>DALLAS</u> State <u>WI</u> Zip <u>54733</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____ TO RENEW REGISTRATION: <u>REVIEW</u> aircraft registration information, <u>SELECT</u> the appropriate statement, <u>ENTER</u> any change in address in the spaces below, <u>SIGN</u> , <u>DATE</u> , & <u>SEND</u> form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937 <input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
		TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: <u>CHECK</u> All applicable block(s) below, <u>COMPLETE</u> , <u>SIGN</u> , <u>DATE</u> & <u>MAIL</u> this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.	
SIGNATURE OF OWNER 1 (required field) Electronically Certified by Registered Owners	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE 9/13/2017
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201709131002377179NB)

Note: Twelve (12) owner names may be entered on this page. If you require more, enter the first 12 names and then print this page by pressing the 'Print Page 2' button below. Next click the 'Reset' button to clear the data fields (from page 2 only) to add more names. Repeat action as needed.

NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
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SIGNATURE	PRINTED NAME OF SIGNER	TITLE

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 4065W		SERIAL NUMBER 32-40099	
MANUFACTURER PIPER		MODEL PA-32-300	
DATE OF ISSUANCE 06/20/1979		DATE OF EXPIRATION 10/31/2017	TYPE OF REGISTRATION INDIVIDUAL
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>KOTTKE GERALD E</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>TOWNLINE RD</u> (Address) _____ City <u>DALLAS</u> State <u>WI</u> Zip <u>54733</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, COMPLETE , SIGN , DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.			
SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			10/6/2014
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201410060056448527NB)

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

**DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION
AIRCRAFT RE-REGISTRATION APPLICATION**

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

AIRCRAFT REGISTRATION NUMBER N 4065W		SERIAL NUMBER 32-40099	
MANUFACTURER PIPER		MODEL PA-32-300	
DATE OF ISSUANCE 10/27/2011	DATE OF EXPIRATION 10/31/2014	TYPE OF REGISTRATION INDIVIDUAL	

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

(Owner 1) KOTTKE GERALD E

(Owner 2) _____

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

(Address) TOWNLINE RD

(Address) _____

City DALLAS State WI Zip 54733

Country UNITED STATES

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

(Address) _____

(Address) _____

City _____ State _____ Zip _____

Country _____

INFORMATION FOR COMPLETION

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

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

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

Signature Requirements for Listed Registration Types:

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

Note: All signatures must be in ink.

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

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

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

MAILING ADDRESS _____

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

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

CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW,

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

2. THE AIRCRAFT IS DESTROYED OR SCRAPPED.

3. THE AIRCRAFT WAS EXPORTED TO:

4. OTHER, Specify _____

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

SIGNATURE OF OWNER 1 Electronically Certified by Registered Owners	PRINTED NAME OF SIGNER	TITLE	DATE 10/27/2011
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Fee paid: \$5 (201110271157287263NA)

Note: Twelve (12) owner names may be entered on this page. If you require more, enter the first 12 names and then print this page by pressing the 'Print Page 2' button below. Next click the 'Reset' button to clear the data fields (from page 2 only) to add more names. Repeat action as needed.

NAME OF OWNER		DATE:
SIGNATURE	PRINTED NAME OF SIGNER	TITLE:
NAME OF OWNER		DATE:
SIGNATURE	PRINTED NAME OF SIGNER	TITLE:
NAME OF OWNER		DATE:
SIGNATURE	PRINTED NAME OF SIGNER	TITLE:
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SIGNATURE	PRINTED NAME OF SIGNER	TITLE:
NAME OF OWNER		DATE:
SIGNATURE	PRINTED NAME OF SIGNER	TITLE:
NAME OF OWNER		DATE:

410-BUS (5/78)

CHattel SECURITY AGREEMENT

Stock No. 11129

31-1

Business equipment and fixtures (and consumable goods and fixtures), and farm equipment and fixtures, if amount financed exceeds \$25,000, but NOT farm products

(Use only for loans (1) to organizations, or (2) primarily for a business purpose, or (3) when the amount financed exceeds \$25,000)

1. CREATION OF SECURITY INTEREST

The undersigned ("Debtor", whether one or more), grants to FIRST WISCONSIN NATIONAL BANK OF RICE LAKE ("Secured Party") a security interest in the property, wherever located, described in Section 2 ("Collateral") to secure all debts, obligations and liabilities of any Debtor to Secured Party arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Secured Party to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

2. DESCRIPTION OF COLLATERAL

Make	Model	Year	Serial No. or Identification No.	Other Reasonable Identification	<input type="checkbox"/> If checked here, description continues on attached sheet.
Cessna	172		17250571	FAA Reg. #2971U	
Piper	PA32-300		32-40099	FAA Reg. #4065W	

P 6 7 1 6 2

and all accessions to, and spare and repair parts, special tools and equipment and replacements for, and all proceeds of the foregoing, and if checked here, all equipment of the same type or kind hereafter acquired by Debtor, and its proceeds.

3. WARRANTIES

Aug 10 12 57 PM '84

Debtor warrants:

- (a) **OWNERSHIP** — Debtor is the owner of the Collateral free of all liens, encumbrances and security interests (except Secured Party's security interest).
- (b) **PURCHASE MONEY** — If checked here, the Collateral is being acquired by Debtor with the proceeds of a loan from Secured Party which proceeds will be used for no other purpose.
- (c) **USE AND ADDRESS** — The Collateral is used or bought for use primarily for the purpose checked below:
 - Personal, family or household purposes, or farming operations, and the address of Debtor's residence is shown opposite Debtor's signature.
 - Business, and the address of Debtor's residence, or if Debtor is a corporation or partnership, Debtor's place of business (or if Debtor has more than one place of business, the address of Debtor's chief executive office) is shown opposite Debtor's signature.
- (d) **LOCATION OF COLLATERAL** — The Collateral will be kept at the address opposite Debtor's signature or, if not, at:

(NO. AND STREET)	(CITY OR TOWN)	(COUNTY)	(STATE)
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 and such location shall not be changed without the prior written consent of Secured Party, but the parties intend that the Collateral, wherever located, is covered by this Agreement.
- (e) **FIXTURES** — If the Collateral is to be attached to real estate, the legal description of such real estate is:

- (f) **CHANGE OF NAME OR ADDRESS** — Debtor shall immediately advise Secured Party in writing of any change in name or address.

4. PERSONS BOUND

The obligations of all Debtors under this Agreement are joint and several. This Agreement benefits the Secured Party, its successors and assigns, and binds the Debtor(s) and their respective heirs, personal representatives, successors and assigns.

5. OTHER PROVISIONS

7:10 PM 1669 10.00 REC 255 A 07/11/84

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE.

Signed and Sealed on June 21, 19 84

Gerald E. Kottke (SEAL)
 DEBTOR

Address: Route 1, Dallas, WI 54733
SEE SECTIONS 3(C) AND (D)

Gerald E. Kottke (SEAL)
 DEBTOR

County: Barron

* Type or print name signed above.

ORIGINAL BANK COPY

6. ADDITIONAL PROVISIONS

(a) Maintenance of Collateral. Debtor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than those created or expressly permitted by this Agreement); defend it against all claims and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise dispose of it or permit it to become a fixture or an accession to other goods except as specifically authorized in this Agreement or in writing by the Secured Party; not permit it to be used in violation of any applicable law, regulation or policy of insurance. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

(b) Insurance. Debtor shall keep the Collateral and Secured Party's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Secured Party from time to time, and shall furnish evidence of such insurance satisfactory to Secured Party. Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurance and any premium refund and authorizes Secured Party to endorse in the name of Debtor any instrument for such proceeds or refunds and, at the option of Secured Party, to apply such proceeds and refunds to any unpaid balance of the Obligations; whether or not due; and/or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral, or cancel the same after the occurrence of an event of default.

(c) Inspection of Collateral. Secured Party is authorized to examine the Collateral wherever located at any reasonable time or times; and Debtor shall assist Secured Party in making any such inspection.

(d) Maintenance of Security Interest. Debtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue, perfected, terminate and/or enforce Secured Party's interest in it or rights under this Agreement.

(e) Authority of Secured Party to Perform for Debtor. If Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Secured Party is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Secured Party at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

(f) Default. Upon the occurrence of one or more of the following events of default:

(1) Nonperformance. Debtor fails to pay when due any of the Obligations, or to perform, or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Obligations;

(2) Inability to Perform. Debtor or a surety for any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;

(3) Misrepresentation. Any warranty or representation made to induce Secured Party to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or

(4) Insecurity. Any other event which causes Secured Party, in good faith, to deem itself insecure;

all of the Obligations shall, at the option of Secured Party and without any notice or demand, become immediately payable; and Secured Party shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law, and any evidence of or document relating to the Obligations. With respect to such rights and remedies:

(5) Repossession. Secured Party may take possession of the Collateral without notice or hearing, which Debtor waives.

(6) Assembling Collateral. Secured Party may require Debtor to assemble the Collateral and to make it available to Secured Party at any convenient place designated by Secured Party.

(7) Notice of Disposition. Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.

(8) Expenses and Application of Proceeds. Debtor shall reimburse Secured Party for any expense incurred by Secured Party in protecting or enforcing its rights under this Agreement, including without limitation reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition, and disposing of the Collateral. After deduction of such expenses, Secured Party may apply the proceeds of disposition to the Obligations in such order and amounts as it elects.

(9) Waiver. Secured Party may waive any default without waiving any other subsequent or prior default by Debtor.

(g) Consumer Debt. Even though the Collateral may at any time secure a consumer credit transaction as defined in the Wisconsin Consumer Act ("Consumer Debt"), by reason of this or any other agreement, Secured Party may exercise the rights and remedies in the Collateral provided by this agreement and the Uniform Commercial Code while any Obligations which is not Consumer Debt remains outstanding. If Secured Party disposes of Collateral pursuant to such rights, Secured Party shall hold, as possessory Collateral to secure any unpaid Consumer Debt, subject to the terms of the Wisconsin Consumer Act and any separate consumer security agreement relating to the Collateral, any proceeds in excess of the amount required to satisfy the non-Consumer Debt and the expenses referred to in section 5(9)(b) above.

(h) Non-Liability of Secured Party. Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Secured Party's willful misconduct.

(i) Waiver of Defenses Against Assignee. Debtor shall not assert against any assignee of Secured Party's rights under this Agreement or any evidence of the Obligations any claim or defense Debtor may have against Secured Party.

(j) Charging Debtor's Credit Balance. Debtor grants Secured Party, as further security for the Obligations, a security interest and lien in any credit balance and other money now or hereafter owed Debtor by Secured Party or any assignee of Secured Party and, in addition, agrees that Secured Party may, at any time after the occurrence of an event of default, without prior notice or demand, setoff against any such credit balance or other money all or any part of the unpaid balance of the Obligations.

(k) Interpretation. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code. Invalidity of any provision of this Agreement shall not affect the validity of any other provision.

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

0 0 0 0 0 0 4 4 5

NAME & ADDRESS OF DEBTOR Gerald Kottke RT 1 Dallas, Wisconsin
NAME & ADDRESS OF SECURED PARTY/ASSIGNEE Dairy State Bank 16 S. Main Rice Lake, Wis 54868
NAME OF SECURED PARTY'S ASSIGNOE Dairy State Bank 16 S. Main Rice Lake, Wis 54868

CONVEYANCE
 RECORDED
 JUN 20 3 32 PM '79
 FEDERAL AVIATION
 ADMINISTRATION

In This Block
 USE ONLY

M 1 6 9 4 7 2

Date: May 17, 1979

Complete description of collateral being mortgaged:

AIRCRAFT (FAA registration number, manufacturer, model, and serial number):

1967 Piper Cherokee 6 Aircraft Manufacturer # PA-32300, United States Registration # N4065W, Aircraft Serial # 32-40099

ENGINES (manufacturer, model, and serial number):

PROPELLERS (manufacturer, model, and serial number):

SPARE PARTS LOCATIONS (air carrier's name, city, and state):
All radio equipment and other attachments

together with all equipment and accessories attached thereto or used in connection therewith, including engines of 750 or more horsepower, or the equivalent, and propellers capable of absorbing 750 or more rated takeoff shaft horsepower, described above, all of which are included in the term aircraft as used herein.

The above described aircraft is hereby mortgaged to the secured party 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 May 17, 1979 executed by the debtor and payable to the order of Gerald Kottke in the aggregate sum of \$25,930.08 with interest thereon at the rate of 10.75% per centum per annum, from date, payable in installments as follows: The principal and interest of said note is payable in 48 installments of \$540.21 each on the 17th day of each successive month beginning with the 17th day of June, 1979. The last payment of \$540.21 is due on the 17th day of May, 1983.

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

Said debtor hereby declares and hereby warrants to the said secured party 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".)

It is the intention of the parties to deliver this instrument in the state of Wisconsin.

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

All risk air-hull insurance, with breach of warranty and policy copy with Loss Payable clause to the Dairy State Bank, Rice Lake, Wis 54868

Provided, however, that if the debtor, 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 security agreement, then this security agreement shall be null and void. Time is of the essence of this security agreement. 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 debtor 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 secured party 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 secured party 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 security agreement, or secured thereby, and the interest thereon, shall immediately become due and payable at the option of the secured party.

Upon default, secured party 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 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 security agreement, and interest thereon, or due or owing to the said secured party, under any provisions of this security agreement, or secured hereby, with the interest thereon, and any surplus of such proceeds remaining shall be paid to the debtor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, the debtor agrees to pay such deficiency forthwith.

Said secured party 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 debtor has hereunto set his hand and seal on the day and year first above written.

NAME OF DEBTOR

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

ACKNOWLEDGMENT:
(If required by applicable local law):

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

ASSIGNMENT BY SECURED PARTY

For value received, the undersigned secured party does hereby sell, assign, and transfer all his right, title, and interest in and to the foregoing note and security agreement and the aircraft covered thereby, unto the assignee named on the face of this instrument at the address given, and hereby authorizes the said assignee to do every act and thing necessary to collect and discharge the same. The undersigned secured party 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 secured party 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 are desirous of making a part of this assignment should be, included in the following space.)

Dated this 17th day of May, 19 79.

NAME OF SECURED PARTY (ASSIGNOR) Dairy State Bank

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

ACKNOWLEDGMENT:
(If required by applicable local law)

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

THIS FORM IS ONLY INTENDED TO BE A SUGGESTED FORM OF SECURITY AGREEMENT WHICH MEETS THE RECORDING REQUIREMENTS OF THE FEDERAL AVIATION ACT OF 1958, AND THE REGULATIONS ISSUED THEREUNDER. IN ADDITION TO THESE REQUIREMENTS, THE FORM OF SECURITY AGREEMENT SHOULD BE DRAFTED IN ACCORDANCE WITH THE PERTINENT PROVISIONS OF LOCAL STATUTES AND OTHER APPLICABLE FEDERAL STATUTES. THIS FORM MAY BE REPRODUCED.

SEND, WITH APPROPRIATE FEE, TO: FAA AIRCRAFT REGISTRY
65504
Oklahoma City, Oklahoma 73125

OKLAHOMA CITY
FAA AIRCRAFT REGISTRY
FILED WITH FAA
CONVEYANCE

BP original into FAA Aircraft Registry
301
Gerald Kottke
5-17-83
CONSUMER SIMPLE INTEREST INSTALLMENT LOAN
AND CHATTEL SECURITY AGREEMENT

1. Credit Requested	\$ 21,000.00
2. Property Insurance	\$ -0-
3. Amount Financed (loan proceeds) (1 + 2)	\$ 21,000.00
4. FINANCE CHARGE (interest) (Accrues from date of Note or)	\$ 4,930.08
5. Credit Life Insurance Charge	\$ -0-
6. Credit Accident and Sickness Insurance Charge	\$ -0-
7. Total of Payments	\$ 25,930.08
ANNUAL PERCENTAGE RATE 10.75 %	
Itemized Charges Paid in Cash	
Lien Search, Perfection and Release	\$ none
Title Application or Transfer	\$ none

1. Disclosures and Payment Schedule
The undersigned ("Debtor") promises to pay to the order of Dairy State Bank at Rice Lake (Secured Party) at (1) the Amount Financed shown in Item 3, (2) interest at the rate of 10.75 % per year on the first \$ 21,000.00 and n/a per year on the excess of the unpaid balance of the Amount Financed from time to time outstanding until the scheduled date of the final installment, and (3) the insurance charges shown in Items 5 and 6, if any, according to the Payment Schedule. All payments shall be applied first to interest accrued to date of payment, second, to credit insurance charges accrued to date of payment, if any, and finally, toward payment of the Amount Financed.
PAYMENT SCHEDULE: The Total of Payments shown on line 7 shall be paid in 48 equal installments of \$ 540.21 beginning June 17 1979 and on the same day of each succeeding month thereafter (except for interim balloon irregular payment(s) of \$ n/a due on n/a and n/a). PLUS a final final balloon payment of \$ 540.21 due on May 17, 1983.
Amounts due on this Note bear interest after final scheduled maturity date at 2 % per year.
AMOUNTS DISCLOSED: Amounts disclosed are computed upon the assumption that all installments will be paid when due. If all installments are paid as scheduled, Debtor will pay no more than the amounts disclosed. Late payments, however, will cause the total Finance Charge, credit insurance charge, Total of Payments, and amount of final payment to be greater than the amounts disclosed. Conversely, early payments could cause these amounts to be less than the amounts disclosed. This occurs because interest and credit insurance charges accrue for the actual number of days principal is unpaid until the Note is paid in full. Debtor is obligated to pay such additional interest and credit insurance charges as may become payable by reason of their continuing accrual on installments not paid when due. Payments are not credited until received in Secured Party's office. Payment received after 2:00 p.m. on any day may be considered as payment on the following banking day.

PROPERTY INSURANCE: IF PROPERTY AND/OR LIABILITY INSURANCE IS OBTAINED UNDER SECTION 6(b), DEBTOR MAY CHOOSE THE PERSON THROUGH WHOM SUCH INSURANCE IS OBTAINED. IF OBTAINED FROM OR THROUGH SECURED PARTY, THE COST IS \$ n/a FOR ESTIMATED n/a MONTHS.
CREDIT INSURANCE: CREDIT LIFE AND CREDIT ACCIDENT AND SICKNESS INSURANCE ARE NOT REQUIRED BY SECURED PARTY. Any Debtor who signs on the insured line below desires the insurance described at the rates shown below and for the total costs shown on lines 5 and 6 above; and acknowledges receipt of NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side of Debtor's copy of this Agreement or the insurance certificate.
Insured, Date n/a 19
 Credit Life Insurance: \$ n/a per month per \$ n/a Credit Accident & Sickness Insurance: \$ n/a per month per \$ n/a
X n/a X n/a
of the balance of the Amount Financed from time to time outstanding, and such charge(s) shall accrue daily while such insurance is in effect. Such insurance shall remain in effect for the original scheduled term of the note (or months, whichever is less) and may be terminated by Debtor at any time.

REFUND OF FINANCE CHARGE: Debtor may prepay the Amount Financed, in full or in part, at any time without penalty. Upon prepayment in full, unearned finance and insurance charges, if any, will be refunded by subtracting from the finance and insurance charges paid, the finance and insurance charges earned computed at the rate contracted for upon the unpaid principal balance of the loan from time to time outstanding. No refund if total refunds are less than \$1.
ACCELERATION: Upon default as defined in section 6(g), on the reverse side Secured Party may demand immediate payment of the Obligations as provided in section 6(g)(3) and interest shall continue to accrue on such Obligations at the applicable rate disclosed above until this Note is paid in full or judgement is obtained, whichever occurs first.
2. Creation of UCC Security Interest
Debtor grants to Secured Party a UCC security interest in the property, wherever located, described below, and all accessions to and spare and repair parts, special tools and equipment for the property ("Collateral"):

MAKE	MODEL	YEAR	SERIAL NO. OR IDENTIFICATION NO.	OTHER REASONABLE IDENTIFICATION
Piper Cherokee 6	1967	Aircraft Manufacturer Model # PA-32300, United States Registration # N4065W	Aircraft Serial # 32-40099	THIS IS A PURCHASE MONEY SECURITY INTEREST

3. Disclosure of Other Security
This Agreement is also secured by a security interest (a) of the type and in the property described below, including property of the same type or kind hereafter acquired by Debtor in the case of a UCC security interest in property other than consumer goods, (b) in any property in which Debtor may hereafter grant to Secured Party a security interest, and (c) in all rights in connection with any such property ("Other Security"). All Collateral and Other Security includes proceeds and products and secures all debts, obligations and liabilities of any Debtor to Secured Party arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Secured Party to any Debtor, to any Debtor and another or to another guaranteed or indorsed by any Debtor ("Obligations"). Subject to applicable law, Secured Party may apply against any credit balance or other money at any time owing by Secured Party to any Debtor any amount owing on this Agreement. Secured Party, by its acceptance hereof, disclaims as security for this Agreement any security interests it holds on the date of this Agreement in property not disclosed herein.
DESCRIPTION AND TYPE OF OTHER SECURITY: UCC Assignment Lien on Real Estate
DJP

4. Covenants
 See attachment(s) for description of Other Security. (Use ONLY if space provided is insufficient.)
Debtor covenants:
(a) OWNERSHIP—Debtor is the owner of or is acquiring the Collateral free of all liens, encumbrances and security interests (except Secured Party's security interest).
(b) PURCHASE MONEY—Collateral specifically described above and not now owned by Debtor is being acquired by Debtor with proceeds of a loan from Secured Party which proceeds will be used for no other purpose.
(c) USE AND ADDRESS—The Collateral is used or bought primarily for personal, family, household or agricultural purposes, and the address of Debtor's residence is shown opposite Debtor's signature.
(d) LOCATION OF COLLATERAL—The Collateral will be kept at the address opposite Debtor's signature or, if not, at:
(NO. AND STREET) (CITY OR TOWN) (COUNTY) (STATE)
and such location shall not be changed without the prior written consent of Secured Party, but the parties intend that Collateral, wherever located, is covered by this Agreement.
(e) FIXTURES—If the Collateral is to be attached to real estate, the legal description of such real estate is:
(f) CHANGES OF NAME OR ADDRESS—Debtor shall immediately advise Secured Party in writing of any change in name or address.
(g) ADDITIONAL COVENANTS—Debtor shall observe and comply with the Additional Provisions on the reverse side and shall not permit an event of default to occur.

5. Persons Bound
The obligations hereunder of all Debtors are joint and several. This Agreement benefits the Secured Party, its successors and assigns, and binds the Debtor(s) and their respective heirs, personal representatives, successors and assigns. For value received, _____ (NAME) grants a security interest in Collateral but is not liable for payment of this Agreement.
THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE. DEBTOR ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT AND OF ALL ATTACHMENTS REFERRED TO IN SECTION 3.

NOTICE TO DEBTOR
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed on May 17
Address: RT 1 Dallas, Wis 54733
County: Barron
Gerald Kottke DEBTOR (SEAL)
DEBTOR (SEAL)
*Type or print name signed above

SECTION 6

6. ADDITIONAL PROVISIONS

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(j) MAINTENANCE OF COLLATERAL. Debtor shall maintain the Collateral in good condition and repair and shall permit its value to be impaired, keep it free from all liens, encumbrances and security interests, except in right to those of Secured Party, defend in and against all claims and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise dispose of or permit it to become a fixture or accession to other goods except as specifically authorized in this Agreement or in writing by the Secured Party; it to be used in violation of any applicable law, regulation or policy of insurance; the violation of which could result in loss or damage to any Collateral or impairment of the insurance on it. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

(k) INSURANCE. If the Collateral is of a value of \$800 or more, and the Amount Financed (exclusive of insurance charges) is \$800 or more, Debtor shall keep all Collateral, and Secured Party's interest in it, insured under policies with such provisions for such amounts (not more than the value of the Collateral or the aggregate outstanding balance of the Obligations; whichever is less) and by such insurers as shall be satisfactory to Secured Party from time to time, and shall furnish satisfactory evidence of such insurance to Secured Party. Debtor assigns and directs any insurance to Secured Party the proceeds of all such insurance and any premium refund and authorizes Secured Party to endorse in the name of Debtor or otherwise; whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of Debtor or otherwise; to make, adjust and/or settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral; or cancel the same after the occurrence of an event of default and giving any notice required by law.

(l) INSPECTION OF COLLATERAL. Secured Party is authorized to examine the Collateral wherever located at any reasonable time or times; and Debtor shall assist Secured Party in making any such inspection.

(m) MAINTENANCE OF SECURITY INTEREST. To the extent not prohibited by law, Debtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine, priority of, perfect, continue perfected, terminate and/or enforce Secured Party's interest in it or rights under this Agreement.

(n) AUTHORITY OF SECURED PARTY TO PERFORM FOR DEBTOR. If Debtor fails to perform any of Debtor's duties set forth in this Agreement, Secured Party may, after written notice to Debtor and a reasonable opportunity for Debtor to perform, perform or cause to be performed any of such duties, including without limitation signing Debtor's name or paying any amount so required, and the cost thereof shall be one of the Obligations secured by this Agreement, shall be payable by Debtor upon demand and shall bear interest from the date of expenditure by Secured Party to the date of payment by Debtor at the Annual Percentage Rate disclosed on the front of this Agreement.

(o) ABILITY TO PAY. Debtor shall not take any action or permit any event to occur which materially impairs Debtor's ability to pay any of the Obligations when due, including without limitation, Debtor or a surety for any of the Obligations ceasing to exist, becoming insolvent or a subject of bankruptcy or other insolvency proceedings.

(p) CONSUMER OBLIGATIONS—DEFAULT AND RIGHTS IN COLLATERAL. Upon the occurrence without justification under governing law of any one or more of the following events of default:

(1) Payments. (A) With respect to an Obligation which is subject to the Wisconsin Consumer Act, other than one incurred pursuant to an open-end plan; (i) if the interval between scheduled payments is 2 months or less, to have outstanding 2 or more scheduled payments which have remained unpaid for more than 10 days after their due dates; (ii) if the interval between scheduled payments is more than 2 months, to have outstanding one scheduled payment which has remained unpaid for more than 60 days after its due date; (iii) if the Obligation was incurred for an agricultural purpose, the failure to pay any installment within 40 days of its due date; or (iv) the failure to pay the first, last or only payment within 40 days after its due date.

(2) Nonperformance. Debtor fails to observe or perform any of Debtor's other covenants or duties contained in this Agreement if the failure fully impairs the condition, value or protection of or Secured Party's right in any Collateral, or materially impairs Debtor's ability to pay any of the Obligations when due.

Secured Party shall have all of the rights and remedies for default provided by the Wisconsin Uniform Commercial Code and the Wisconsin Consumer Act, as well as any other applicable law. With respect to such rights and remedies:

(3) Acceleration. Each Obligation as to which an event of default has occurred shall, at the option of Secured Party and without further notice of demand, become immediately payable unless notice to Debtor and an opportunity to cure is required by §425.105, Wis. Stats., and, in that event, such Obligation shall become payable if such default is not cured as provided in that statute within 15 calendar days after mailing of such notice to Debtor.

(4) Assembling Collateral. After judgment for recovery of Collateral, Secured Party may require Debtor to assemble the Collateral and to make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties.

(5) Notice of Disposition. Notice, when required by law, mailed to Debtor at least 10 calendar days (counting the day of mailing) before the date of a proposed disposition of the Collateral is reasonable notice.

(6) Application of Proceeds. Debtor shall reimburse Secured Party for any expenses incurred in taking possession, holding, preparing for disposition and disposing of the Collateral to the extent not prohibited by law. After deduction of such expenses, Secured Party may apply the proceeds of disposition to the Obligations in such order and amounts as it elects.

(7) Performance Deposit. If Debtor has a right to redeem any Collateral under §425.208, Wis. Stats., and exercises that right, the performance deposit tendered by Debtor shall not bear interest while held by Secured Party.

(8) Waiver. Secured Party may waive any default without waiving any other subsequent or prior default by Debtor.

(9) Repossession. Unless the Collateral is removed from Wisconsin under §421.201(5), Wis. Stats., or abandoned under §425.207(2), Wis. Stats., Debtor has a right to a court hearing on the issue of default before any repossession of any Collateral, but by surrendering the Collateral, Debtor waives such right.

(q) NON-CONSUMER OBLIGATIONS—RIGHTS IN COLLATERAL. Upon the occurrence of a default as defined in any evidence of, or security agreement securing, any Obligation not subject to the Wisconsin Consumer Act, Secured Party shall have all rights and remedies for default with respect to the Collateral provided by the Wisconsin Uniform Commercial Code and any other security agreements securing such Obligation notwithstanding any other provisions of this Agreement.

(r) INTERPRETATION. The validity, construction and enforcement of this Agreement are governed by the laws of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code and the Wisconsin Consumer Act. All references in this Agreement to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Unless otherwise required by law, invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions.

(s) CROSS COLLATERAL. Notwithstanding Section 2, the Collateral does not secure Obligations which are interlocking loans governed by §422.408, Wis. Stats., other than the transaction in connection with which this Agreement was taken, whether or not it is so governed.

GUARANTY

For value received, the undersigned jointly and severally guarantee payment of this Agreement when due, and agree to pay all costs of collection (to the extent not prohibited by law) and interest after maturity.

(SEAL)

(SEAL)

MONTH	PAID TO	DATE PAID	INITIALS	INTEREST	BALANCE DUE	
					PRINCIPAL	TOTAL

FILED WITH FAA
AIRCRAFT REGISTRY
JUN 1 2 16 PM '84
OKLAHOMA CITY

29-1

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION		CERT. ISSUE DATE 4 JUL 20 1979
UNITED STATES REGISTRATION NUMBER N 4065W		FOR FAA USE ONLY
AIRCRAFT MANUFACTURER & MODEL PIPER PA 32 03000 0		
AIRCRAFT SERIAL No. 32-40099		
TYPE OF REGISTRATION (Check one box) <input checked="" type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.		
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) KOTTKE, GERALD E.		
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: TOWNLINE RD Rural Route: _____ P. O. Box: _____		
CITY	STATE	ZIP CODE
DALLAS	WIS	54733
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS		
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).		
CERTIFICATION I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), (2) is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (3) is not registered under the laws of any foreign country; and (4) 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	SIGNATURE	DATE
	<i>[Signature]</i>	5-17-79
	TITLE	DATE
	OWNER	
	TITLE	DATE
	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.		

29

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUN 1 2 16 PM '79
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
AIRCRAFT BILL OF SALE

FORM APPROVED:
 CASE NO. 28-1

FOR AND IN CONSIDERATION OF \$14000 THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 4065W**
 AIRCRAFT MANUFACTURER & MODEL
PIPER PA-32 300
 AIRCRAFT SERIAL No.
32-40099

DOES THIS **17th** DAY OF **MAY** 19 **79**
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION ADMINISTRATION

JUL 20 3 32 PM '79

COVENANCE RECORDED

M 169471

Do Not Write In This Block
 FOR FAA USE ONLY

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

PURCHASER

KOTTKE, GERALD E.
TOWNLINE ROAD
DALLAS, WIS. 54733 DNO

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF **I** HAVE SET **my** HAND AND SEAL THIS **17th** DAY OF **MAY** 19 **79**

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	FOUR LAKES AVIATION CORP	<i>Richard D. Whittleman</i>	VICE PRES.

JUL 6 11 53 AM '79
 2005.002A

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

ORIGINAL: TO FAA

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CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUN 1 2 16 PM '79
OKLAHOMA CITY
OKLAHOMA

OKLAHOMA CITY

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$140VC THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 4065W**
 AIRCRAFT MANUFACTURER & MODEL
PIPER PA-32 300
 AIRCRAFT SERIAL No. **32-40099**

DOES THIS **26th** DAY OF **MARCH** 19**79**
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTEREST
 IN AND TO SUCH AIRCRAFT UNTO:

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

PURCHASER
FOUR LAKES AVIATION CORP
3606 N. STOUGHTON RD,
MADISON, WIS 53704

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF **I** HAVE SET MY HAND AND SEAL THIS **26th** DAY OF **MAR** 19**79**

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		FRICKELTON SCHOOL OF AERONAUTICS INC	<i>[Signature]</i>

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

ORIGINAL: TO FAA

FEDERAL AVIATION
 ADMINISTRATION
 JUN 20 3 32 PM '79
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CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUN 1 2 16 PM '79
OKLAHOMA CITY
OKLAHOMA

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26-1

DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
 NOT REQUIRED

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DESTOR

FRICKELTON School of aeronautics Inc

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Michigan National Bank of Detroit

NAME OF SECURED PARTY'S ASSIGNEE (if assigned)

CONVEYANCE
 RECORDED
 MAY 28 30 AM '79
 FEDERAL AVIATION
 ADMINISTRATION

K 20147

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 FOR FAA USE ONLY

FAA REGISTRATION NUMBER <i>4065W</i>	AIRCRAFT SERIAL NUMBER <i>32-40099</i>	AIRCRAFT MFR. (BUILDER) and MODEL <i>Peper PA 32-300</i>
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ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED *2-19-79* COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON *3-19-79* AS CONVEYANCE NUMBER *L03019*
Schmidt
 FAA CONVEYANCE EXAMINER

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

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

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

DATE OF RELEASE: *3-27-79*
Michigan National Bank Of Detroit
(Name of security holder)
 SIGNATURE (in ink) *[Signature]*
 TITLE *Robert L. Lindow-AVP*

ACKNOWLEDGEMENT (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).

FAA

APPROPRIATE
REGISTRY
OFFICE
OCT 28 8 30 AM '84

Faded and mostly illegible text within a large rectangular frame, possibly representing a registration form or document content.

FAA ALBANY
APR 24 9 12 AM '79
OKLAHOMA CITY, OKLA.

7 L03019 25-1
8000101903

MICHIGAN NATIONAL BANK
OF DETROIT

AIRCRAFT SECURITY AGREEMENT
Acct. #555

This AGREEMENT, made this 19th day of February CONVEYANCE 19 79, by
Frickelton School of Aeronautics, Inc. RECORDED
of Madison County of Dane State of
Wisconsin
Michigan National Bank of Detroit MAR 19 10 02 AM '79
of Detroit County of Wayne State of
Michigan hereinafter designated as DEBTOR, to

The Debtor hereby grants to the Bank a Security Interest in a certain aircraft described as follows:

Year	Manufacturer	Model	Federal Registration Number	Manufacturer's Serial Number
1966	Piper	PA32-300	N4065W	32-40099

ACCESSORY EQUIPMENT described in Schedule B and other equipment including make, kind of unit and model).

RECORDED
CONVEYANCE
NUMBER 220147

and all accessories, parts and equipment now or subsequently attached or affixed thereto, or used in connection therewith, as security for the payment by
Debtor of a promissory note in the original amount of Eighteen Thousand & 00/100 Dollars (\$ 18,000.00)

dated the 19th day of February, 19 79, with final payment due on the _____ day of _____, 19____
in accordance with its terms and executed by Debtor and payable to Bank. The Debtor 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 agreement 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 costs 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 air-
craft to the situs as designated by the Bank (including costs of repairing, rehabilitating, insuring or storing said aircraft) are all likewise secured hereby.
THE DEBTOR REPRESENTS, WARRANTS AND COVENANTS:

1. That said aircraft is not registered under the laws of any foreign country and that Debtor is a citizen of United States as defined in the Federal Aviation Act of 1958.
2. That said aircraft is free and clear from any encumbrances; that Debtor is the true and lawful owner thereof and has good and lawful right to sell, convey and encumber same and is in the possession thereof and will warrant and defend the same unto the Bank, its successors and assigns, against all claims whatsoever.
3. That he will not sell, lease, assign or transfer said aircraft, or any interest therein, and will not permit said aircraft at any time to pass out of his possession, or to be encumbered by any lien or claim of any nature whether private or governmental; that he will not use said aircraft for sky-diving or for commercial charter.
4. That said aircraft will be based at _____ and will not be removed from the continental United States, or the base indicated for a period exceeding thirty (30) days, without written consent of the Bank; The Bank shall have the right to inspect said aircraft periodically at its discretion.

NOTE:—FURTHER PARAGRAPHS OF THIS AGREEMENT ARE SET FORTH ON THE REVERSE SIDE, AND THE DEBTOR EXPRESSLY AGREES TO ALL OF THE PROVISIONS THEREOF AND SIGNIFYS HIS ASSENT TO THEM BY THE SIGNATURE BELOW.
THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A TRUE AND COMPLETE COPY OF THIS AGREEMENT AND PROMISSORY NOTE.

DEBTOR Frickelton School of Aeronautics, Inc.
3430 Hillier St.
Address Madison, Wisconsin 53704
STATE OF Wisconsin ss. Claude J. Frickelton Vice President
County of Dane (Signature)

On this 19 day of February, 19 79, before me personally appeared the above-named Debtor, to me known to be the person described in and who executed the foregoing Agreement, and acknowledged that he executed the same as his free act and deed, and, if said Debtor be a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

JEAN D. NORTON JR. Jean D. Norton Jr. 9 March 79
(Type name of notary public) (Signature of notary public (in ink)) (My commission expires)

Michigan National Bank Of Detroit (Secured Party) Detroit Michigan By Barbara Vinarski
Barbara Vinarski



5. That the Debtor will obey and comply with the laws, rules and regulations of the United States, the several states, municipalities and any other governmental body having lawful jurisdiction over said aircraft both with regard to the use of said aircraft and to the maintenance of said aircraft in an airworthy condition necessary for aircraft license.

6. That the Debtor will keep said aircraft, including all additions thereto and all replacements or repairs thereof, insured, as required by the Bank, against loss or damage by fire, crash, and other hazards, casualties and contingencies; and will carry any other insurances in such amounts and for such periods as may from time to time be required by the Bank, and not less than five (5) days prior to the expiration of any policy of insurance, Debtor will deliver to Bank renewals or new policies in like amounts covering the same risks. All insurance policies shall carry a provision making loss payable and breach of warranty endorsement to Bank as its interest shall appear. Such policies shall be delivered to and held by Bank and Debtor will pay promptly when due, all premiums for such insurance. Bank shall have the right at any time to reject, for reasonable cause, any such insurance furnished by Debtor. Should any loss occur to the insured property, the Bank is hereby appointed attorney-in-fact for Debtor to make proof of loss, if Debtor fails to do so promptly and to receipt for any sums collected under such policies which said sums, or any part thereof, at the option of the Bank may be applied as payment on the terminal end of the debts hereby secured, or to the restoration or repair of the property so destroyed or damaged. Debtor will promptly by mail give notice of any loss or damage to the property and will not adjust or settle such loss without the written consent of the Bank. In the event of default of this agreement, all right, title and interest of Debtor in and to any insurance policies then in force, shall pass to the purchaser any sale and Bank is hereby appointed attorney-in fact for Debtor to assign a transfer said policies. The injury to or loss or destruction of said aircraft, from whatever cause, shall not release the Debtor from payment of any amount due under this agreement. The Debtor will use said aircraft only for purposes and in the manner set forth in the application for the various insurance policies required to be obtained by Debtor hereunder; that the Debtor will permit said aircraft to be operated only by a currently certified pilot having the minimum total pilot hours required by such insurance companies and also having a current medical certificate.

7. If said Debtor fails to comply with any of the covenants or conditions hereof, in addition to such other remedies as the Bank may have, said Bank may without demand or notice, pay any taxes, assessments, premiums, fees or liens required to be paid by Debtor, effect any insurance provided for herein, (or effect such insurance as Bank deems appropriate to the situation), and the sums paid for any one or all of said purposes shall from the time of the payment thereof be due with interest thereon at the highest lawful rate, and shall constitute a further lien upon said aircraft under this agreement.

8. That time is of the essence of this agreement and if any installment is not made within ten (10) days after due date, Debtor agrees to pay late charge of \$5.00 or five per cent, whichever is more, to the extent permitted by law, on any installment or installments due hereunder, past due more than 10 days. If it is necessary to place this agreement and note in the hands of an agent or attorney for collection or suit, Debtor agrees to pay reasonable agent's and attorney's fees, expenses and court costs, but in no event more than allowed by law.

9. If Debtor shall default in payment of any of the installments due under this agreement, or should Debtor breach any of the terms or conditions of this agreement, or in the event the Bank shall for any reason deem said indebtedness insecure, or if a proceeding in bankruptcy or insolvency be instituted by or against the Debtor, or if a receiver be appointed for the goods of the Debtor, or if the Debtor makes an assignment for the benefit of creditors, the Bank may, at its option and without notice, elect to treat the entire unpaid balance immediately due and payable, whereupon Bank may, without notice or demand, with or without the aid of legal process, take possession of said aircraft wherever it may be found; or Debtor upon Bank's demand, shall deliver and make such aircraft available to Bank at a suitable airport, designated by Bank, within or without the jurisdiction where such aircraft was located at the time of default (expressly including any suitable airport located in Wayne or Oakland County, Michigan) and Bank may, at its option, remove such aircraft to such suitable airport, within or without the jurisdiction where such aircraft was located at the time of default, (expressly including any suitable airport located in _____ County, Michigan), and Bank may hold, as custodian, anything found in or on said aircraft. Bank may thereupon sell said aircraft at public or private sale, as provided by the laws of Michigan (at which sale Bank, or its agent, may bid and purchase) and apply the proceeds to the payment of said indebtedness secured by this agreement, after deducting all of its proper and reasonable costs and expenses incurred in: searching for, taking, returning, repairing, keeping, storing, insuring, and selling the aircraft (including any reasonable attorney's fees and legal expenses incurred in connection therewith), and paying all liens, if any, having precedence over the Bank, and the surplus, if any, shall be paid to the Debtor. In case of any deficiency, Debtor will pay the same at once to Bank. **DEBTOR AGREES THAT THE BANK SHALL, IN THE EVENT OF ANY DEFAULT, HAVE THE RIGHT TO PEACEFULLY RETAKE ANY OF THE GOODS. DEBTOR WAIVES ANY RIGHT IT MAY HAVE, IN SUCH INSTANCE, TO A JUDICIAL HEARING PRIOR TO SUCH RETAKING.**

10. That no delay or omission to exercise any right, power or remedy accruing to the Bank upon any breach or default of any of the conditions of the note secured hereby or in this agreement shall impair any such right, power or remedy, nor be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring and no waiver of a single breach or default shall be deemed a waiver of any subsequent breach or default; that taking a new note shall not constitute payment, but only an extension of the original obligation leaving the lien of this agreement and all other security and obligations in force, and that this agreement and the aforementioned note contain the entire agreement between the Debtor and the Bank and no waiver or modifications shall be valid unless written upon or attached to this agreement, and that no verbal agreement shall be binding, except as herein provided; that any notices required to be served hereunder shall be deemed served if such notice is in writing, addressed to Debtor at the address indicated herein and deposited in the United States mail with postage prepaid; that the term Debtor, wherever appearing herein, shall be taken to include a person, persons, corporation, partnership, or other organization as the case may be and this agreement shall be binding upon the Debtor, his heirs, executors, administrators, successors, and assigns. The term Debtor shall be construed, where applicable, either in plural or singular, feminine or masculine.

11. That any provision of this agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this agreement, and that the rights given the Bank by this agreement shall be in addition to all rights given the Bank by virtue of any statute or rule of law, and that all rights are cumulative and not alternative.

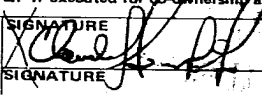
12. Debtor hereunder does hereby consent to the courts of record of the State of Michigan exercising general personal jurisdiction over Debtor or his representative so as to enable such courts to render personal judgments against such Debtor or his representative and does expressly consent to the jurisdiction of such Michigan courts to render a personal judgment for any deficiency arising from any foreclosure and sale hereunder.

13. All instruments involved in this security transaction have been delivered in Michigan, and shall be construed in accordance with the Laws of the State of Michigan.

RECORDED
 INDEXED
 AUG 29 1984
 44-111-03112
 44-111-03112

FAA AIRCRAFT REGISTRY
 CAMERA NO. 3v DATE: 8-28-84

FORM APPROVED: OMB No. 04-R0076 24-1

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION				L 031979 01302	
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.				CERT. ISSUE DATE	
UNITED STATES REGISTRATION NUMBER N 4065W					
AIRCRAFT MANUFACTURER & MODEL Piper PA32-300					
AIRCRAFT SERIAL No. 32-40099				FOR FAA USE ONLY	
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) <p style="text-align: center;">Frickelton School of Aeronautics, Inc.</p>					
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 3430 Milbar St. Rural Route: _____ P. O. Box: _____					
<input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE		CITY <p style="text-align: center;">Madison</p>	STATE <p style="text-align: center;">Wisconsin</p>	ZIP CODE <p style="text-align: center;">53704</p>	
(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 REGISTRATION MUST BE SIGNED IN INK.	SIGNATURE 		TITLE Claude J. Frickelton Vice President		DATE 2/19/79
	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.					

FAA AIRCRAFT REGISTRY
Oklahoma City, Oklahoma
1000 North Lincoln
Oklahoma City, Oklahoma 73102

CONVERTED
FILED WITH FAA
AIRCRAFT REGISTRY
MAR 13 10 22 AM '79
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$10000 THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT
 DESCRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 4065W**

AIRCRAFT MANUFACTURER & MODEL
Piper PA32-300

AIRCRAFT SERIAL No.
32-40099

DOES THIS **19th** DAY OF **Feb.** 19**79**

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

010000
 301
 MAR 19 10 02 AM '79
 CONVEYANCE
 RECORDED

23-1
 L03018

Do Not Write In This Block
 FOR FAA USE ONLY

NAME AND ADDRESS

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

School of Aeronautics, Inc.
FRICKELTON
3430 MILLER, ST
MADISON, WIS 53704

PURCHASER

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS **19** DAY OF **2** 19 **79**

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Northland Flight Club	<i>[Signature]</i>
		<i>[Signature]</i>	

MAR 19 7 39 07 AM '79
 0005.003A

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

ORIGINAL: TO FAA

101010

081110

COMMUNICATIONS SECTION
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

TO: DIRECTOR, FBI (100-442100)
FROM: SAC, OKLAHOMA CITY (100-100000)

100-100000-1000

CONVEYED
FILED WITH FAA
AIRCRAFT REGISTRY
MAR 13 10 22 AM '79
OKLAHOMA CITY
OKLAHOMA

BUDGET BUREAU NO. 04-E0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

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

RELEASE

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

AIRCRAFT MAKE AND MODEL
 Piper PA32-300

FAA REGISTRATION NUMBER N4065W	AIRCRAFT SERIAL NUMBER 32-40099
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

0 0 0 0 0 1 3 0 4

CONVEYANCE
 RECORDED
 MAR 19 10 01 AM '79
 FEDERAL
 AVIATION
 ADMINISTRATION

L03017

Do Not Write In This Block
 FOR FAA USE ONLY

MICROFILM CODE
 2E KE

The conveyance dated 12-26-72, was executed by The Airmen, Inc.
 to Johnson County National Bank
and Trust Company and assigned to n/a

This conveyance was recorded by the Federal Aviation Administration on 1-4-73
 and was assigned conveyance number A01504

I hereby certify and acknowledge that the above described collateral was released from the terms of
 the conveyance on February 27, 1979

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).

Johnson County National Bank and Trust Company
 (Name of Security Holder)

SIGNATURE (In Ink) E. C. Bush

TITLE Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

RECEIVED
MAR 13 10 22 AM '79

CONVERTED
FILED WITH FAA
AIRCRAFT REGISTRY
MAR 13 10 22 AM '79
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION		
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't		
NATIONALITY AND REGISTRATION MARKS USA N4065W		
AIRCRAFT MAKE AND MODEL Piper PA 32-300		
AIRCRAFT SERIAL No. 32-40099		
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Northland Flying Club, Inc.		
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 7 Courtland Circle Circle Rural Route: P. O. Box:		
<input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE	CITY Madison	STATE Wisconsin ZIP CODE 53711
(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>Donald Brown</i>	TITLE Secretary, Northland F.C., Inc.
	SIGNATURE	DATE 1/6/73
	SIGNATURE	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

21

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JAN 22 2 08 PM '73
OKLAHOMA CITY, OKLA.

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: ONE NO. 24-8882
 DO NOT WRITE IN THIS BLOCK FOR RECORDS ONLY

20-

MICRO

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$1,000 & OVER, THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE AND MODEL
Piper PA 32-300

MANUFACTURER'S SERIAL NUMBER
32-40099

NATIONALITY & REGISTRATION MARKS
N4065N

DOES THIS **2nd** DAY OF **Jan** 19 **73**

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

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

Northland Flying Club Inc.

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

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND SEAL THIS 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)
The Airman, Inc.	<i>[Signature]</i>	Ex Vice Pres.
	70155 S 086H JJ	
	BY RECEIVER RECORDS	
	CONVEYANCE RECORDED	

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

ORIGINAL: TO FAA

AC FORM 8080-2 (4-71) (1093-229-0902)

FEDERAL AVIATION
 ADMINISTRATION

FEB 21 2 30 PM '73

CONVEYANCE
 RECORDED

X 0 3 4 6 6 2

[Handwritten initials]

JAN 22 8 56 9 2005.008A

MICRO

1:00 P.M.

Pier PA 35-300

35-40000

270000

198

ADMINISTRATION
FEDERAL AVIATION
LEB ST S 30 PM '83
RECORDED
COMPLIANCE

X034885

Handwritten mark

Northeast Flying Club Inc.

RECORDED

RECORDED

EX Vice Pres.

OKLAHOMA CITY, OKLA.
JAN 22 2 08 PM '73
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

RECORDED

AIRCRAFT SECURITY INSTRUMENT
(CHattel MORTGAGE)

A 01504

THIS INSTRUMENT, made this 26th day of December, 1972,
by The Airman, Inc., 1700 Lexington, Suite 136, Max Westheimer Field, Norman, Okla.
(hereinafter called the "Debtor") to Johnson County National Bank & Trust Company
(hereinafter called the "Secured Party"),

CONVEYANCE
RECORDED

WITNESSETH THAT:

The Debtor is justly indebted to the Secured Party in the sum of fourteen thousand seven hundred fifty
dollars and no/100 dollars (\$14,750.00) which is secured by the
Debtor's promissory note, of even date herewith, payable to the order of the Secured Party, as follows:

FEDERAL AVIATION
ADMINISTRATION

NOW, THEREFORE, to secure the payment of said indebtedness and to secure the performance and observance by the Debtor
of all the covenants and conditions contained in this instrument, and in consideration of the payment by the Secured Party to the
Debtor of Sum of Ten Dollars, the receipt whereof is hereby acknowledged, the Debtor hereby grants a security interest in and
does hereby sell, transfer and convey to the Secured Party, the following described aircraft (hereinafter called the "Aircraft") to-wit:

Manufacturer of Aircraft: Piper Year of Manufacture: 1967
Aircraft Model: Cherokee Six Manufacturer of Engine(s):
F.A.A. Registration No.: N4095W Engine(s) Model:
Aircraft Serial No.: 32-40099 Engine(s) Serial No.: NUMBER L0301T

Together with all equipment and accessories attached thereto or used in connection therewith, including but not limited to the
following:

The Secured Party shall have and hold the Aircraft forever for the uses and purposes herein set forth; provided, however, that
if the Debtor shall pay to the Secured Party all of the above-described indebtedness, together with all interest thereon, promptly
as the same shall become due and shall perform and observe all other covenants and conditions herein contained to be performed
and observed by the Debtor; then this conveyance shall be void. It shall be lawful for the Debtor to retain possession of and to
keep and use the Aircraft as is hereinafter provided at his own expense until the indebtedness secured hereby shall become due
either by lapse of time or acceleration. Secured party shall have the right at any time hereafter to sell or assign all its right title
and interest in and to the chattel property referred to herein; together with its right to the proceeds of the note described.

Debtor represents, warrants, covenants and agrees that:
1. Except for the security interest and rights created hereby, the Debtor is the owner of the Aircraft free from any lien, security interest
or encumbrance; he is lawfully possessed of the Aircraft as his own property and he will warrant and defend the same to the Secured Party
against all claims and demands of all persons; he will use, operate, and maintain the Aircraft at all times in compliance with all laws and regu-
lations of any governmental agency having power and authority to regulate or supervise the use, operation and maintenance of the Aircraft and in
compliance with all franchises, licenses, permits and certificates relating to such use, operation and maintenance; he will use or permit the Air-
craft to be used only for the purposes and in the manner set forth in the application for and in the insurance policy which the Debtor is required
to deposit with the Security Party; he will permit the Aircraft to be operated only by a properly licensed pilot having at least the minimum total
pilot hours required in such insurance policy; he will keep the Aircraft in good repair at all times; he will keep the Certificate of Airworthiness
(which is required under the Federal Aviation Act) current and valid at all times; he will base the Aircraft at Max Westheimer Field,

Norman, Oklahoma and will not change said base or permit said base to be changed without the prior
written consent of the Secured Party; he will not use or permit the Aircraft to be used in any manner which will violate or result in a violation of
criminal laws restricting the use or transportation of intoxicating liquors, narcotics or other items which are similarly restricted; he will not sell,
assign or dispose of the Aircraft, or any interest therein, or any part thereof, or lease or rent the Aircraft to anyone without the prior written con-
sent of the Secured Party; he will not suffer or permit any lien, encumbrance or charge of any character to be attached to the Aircraft or any
part thereof; he will pay all taxes levied or assessed against the Aircraft or with respect to same; promptly as such taxes become due and payable; he will procure and maintain
insurance to include all risk ground and in flight insurance on the Aircraft for the full insurable value thereof and will also procure and maintain
insurance, such other insurance on the Aircraft in such amounts and against such risks as the Secured Party may from time to time re-
quire; he will promptly deposit each such insurance policy together with an endorsement attached thereto which shall provide that any payment
made thereunder for any loss shall be paid to the Secured Party; each such insurance policy shall be in the form and amount and be issued by a
company which is satisfactory to the Secured Party; if the Debtor shall fail to procure and maintain such insurance or to pay taxes or to remove
any lien or encumbrance against the Aircraft as herein provided, the Secured Party may (but is not obligated to) do so and all sums so expended
by the Secured Party, together with interest thereon at the rate of seven per cent per annum shall constitute an additional indebtedness secured
by this instrument.

2. If default shall be made in the payment of any part of the principal or interest secured hereby or in the performance or observance of
any covenant or condition contained in this instrument, or if the Debtor shall admit in writing his inability to pay his debts as they mature, make
an assignment for the benefits of his creditors, or become insolvent or unable to pay his debts as they mature; or if a receiver or trustee shall be
appointed for the Debtor or any of his property; or if a petition under the Federal Bankruptcy Act shall be filed by or against the Debtor, or if for
any reason the Secured Party shall feel insecure or unsafe, or fear removal or waste of the Aircraft, or any part thereof, then upon the happening
of any such default or event the entire principal indebtedness secured hereby, together with accrued interest thereon and all additional indebted-
ness, shall, at the option of the Secured Party, become due and payable immediately, without notice to the Debtor or anyone else. Immediately
upon the occurrence of any one or more of such defaults or events, without notice, demand or legal process, the Secured Party may take posses-
sion of the Aircraft, or any part thereof, wherever it may be found, and for that purpose may pursue the same wherever it may be found, and with-
out process of law, may enter into any of the premises of the Debtor wherever the Aircraft may be, or supposed to be, and search for, take
possession of, remove, keep, and store the Aircraft until sold; and at its election the Secured Party may sell the Aircraft, or any part thereof, at
public auction to the highest and best bidder, or at private sale, for cash or on credit, after giving such notice of the sale as may be required by
law. At the option of the Secured Party, the power of sale hereby granted to it may be exercised by the sheriff of the county in which the Aircraft,
or some part thereof, is situated. Out of the proceeds of any such public or private sale the Secured Party may retain the amount due and unpaid
upon the entire indebtedness secured hereby, and all costs and charges for searching for, taking, removing, keeping, storing, advertising and
selling such Aircraft, together with reasonable attorneys' fees, and shall pay over the surplus, if any, to the Debtor. At any such public or
private sale the Secured Party, or its agent or nominee, may become the purchaser of the Aircraft or any part thereof. In the event the proceeds
of such sale shall be insufficient to pay in full such indebtedness and such costs, charges and fees, the Debtor shall pay the Secured Party the
amount of the deficiency. No waiver by the Secured Party in respect of any default hereunder by the Debtor shall operate as a waiver of any
subsequent default by the Debtor. Each remedy conferred upon the Secured Party hereby shall be cumulative and shall be in addition to all other
remedies which the Secured Party may have under the terms hereof or by law.

3. This instrument and all the covenants and conditions hereof shall be binding upon the Debtor and his heirs, executors, administrators,
successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. The holder of the promissory note
or notes secured hereby shall have, and may enforce and exercise, all the rights, powers, privileges, remedies and options given the Secured
Party hereunder. As the circumstances may require, the term "Debtor" as used herein shall include one or more persons or a corporation or
corporations, and the term "Secured Party" as used herein shall include one or more persons or a corporation or corporations; in each case
irrespective of the use of pronouns and verbs importing the singular number.

APPLY

JAN 5 - 579

IN WITNESS WHEREOF, this instrument has been executed by the Debtor, the day and year first above written.



The Airmen, Incorporated
William F. Winblood, Jr., President

STATE OF Oklahoma
COUNTY OF Oklahoma
Claudia E. Payne

a Notary Public in and for said County, in the state aforesaid, do hereby certify that William F. Winblood, Jr., President, The Airmen, Inc. personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26th day of December, 1972.



Claudia E. Payne
Notary Public

STATE OF _____
COUNTY OF _____

DO HEREBY CERTIFY that _____ in and for said County, in the State aforesaid, personally known to me to be the _____ President of the _____ corporation, and _____ personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and Secretary, they signed and delivered the said instrument as _____ President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of _____ of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this _____ day of _____, 19 _____

DEALER'S ASSIGNMENT

For value received the undersigned does hereby sell, assign, transfer, and set over to its successors and assigns, all of its rights, title and interest in and to the within Security Agreement, the amounts due and to become due thereunder and the property therein described, hereby granting full power to the said Assignee, either in its own name or in the name of the undersigned, to take such proceedings, legal or otherwise, as the undersigned might have taken save for this assignment; and hereby represent and warrant that said contract is genuine, enforceable, what it purports to be; and the only contract executed for purchase of the property therein accepted by the buyer; that the parties to said contract have capacity to contract; that undersigned has no knowledge of any fact which would impair the validity of said contract; that there is no agreement or understanding with the purchaser other than specifically set forth in the within document, and that in the event any payments due under the terms of the within contract are paid to or received by the undersigned that the undersigned will hold all of such payments as trustee for the use and benefit of the assignee hereof and will not commingle any portion of such payments with the funds of the undersigned and will promptly transmit the same to the assignee hereof upon the receipt thereof by the undersigned, and the undersigned hereby ratifies and confirms all of the terms and provisions of any and all underlying contracts and agreements heretofore delivered to you by the undersigned.

By _____ (Seal)
(Trade Name of Dealer)

By _____ (Seal)
(Authorized Officer and Title)

1) **WITHOUT RECOURSE**
Dealer _____ (Seal)
(Corporation, Individual or Firm Name)

2) **WITH RECOURSE**
Undersigned guarantees payment of the amount due on said Contract as and when the same shall become due, waiving any extension of time made by Bank and waiving presentment for payment, protest and notice of protest, and non-payment and notice of the acceptance hereof.

By _____ (Seal)
(Officer, Owner or Partner-Title)

Dealer _____ (Seal)
(Corporation, Individual or Firm Name)

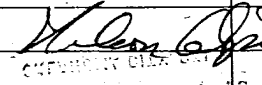
By _____ (Seal)
(Officer, Owner or Partner-Title)

ACKNOWLEDGMENT BY MORTGAGEE

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 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))

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION		FORM APPROVED: OMB NO. 32-10074	DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY.
AIRCRAFT BILL OF SALE			
FOR AND IN CONSIDERATION OF \$ 1000VC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:			
AIRCRAFT MAKE AND MODEL PA32-300			
MANUFACTURER'S SERIAL NUMBER 32-4099			
NATIONALITY & REGISTRATION MARKS N 4065-W			
DOES THIS DAY OF _____ HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:			
PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)		
	The Airmen, Inc. 1700 Lexington, Suite 136 Max Westheimer Field Norman, Oklahoma		
AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.			
IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19			
SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	NELSON CLOPINE DBA CLOPINE AIRCRAFT SALES		OWNER
ACKNOWLEDGMENT NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.			
ORIGINAL: TO FAA			
AC FORM 8050-2 (4-71) (0032-029-0002)			

MICRO

CONVEYANCE
RECORDED

A01503

FEDERAL AVIATION
ADMINISTRATION

JUN 4 2 48 PM '84

DEALER

MICRO

V01203

RECORDED
COMMUNICATIONS

JUN 4 5 22 PM '83

COMMUNICATIONS
SECTION

GOVERNANCE FILED WITH
FAA AIRCRAFT REGISTRY
JUN 9 3 39 PM '83
OKLAHOMA CITY, OKLA.

FORM APPROVED—BUDGET BUREAU NO. 04-8076-2
 UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$10,000.00 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:
 AIRCRAFT MAKE AND MODEL
 PA - 32 - 300

MANUFACTURER'S SERIAL NUMBER: 32-4099 NATIONALITY & REGISTRATION MARKS: 4065W

DOES THIS 30 DAY OF Nov
 HEREBY SELL, GRANT, TRANSFER AND DELIVER AND RIGHT TITLE AND INTERESTS IN AND TO SUCH AIRCRAFT—UNDO:

PURCHASER
 NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, INITIAL.)
 Nelson Clopine d/b/a
 Clopine Aircraft Sales
 Hanger B, Municipal Airport
 Topeka, Kansas

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 17-1

A01502

CONVEYANCE
 RECORDED

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED

IN FAVOR OF

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

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)
Prescott Aviation, Inc.	<i>Richard E. Gordon</i>	President

SELLER

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

AC FORM 8050-2 (7-82) SUPERSEDES FAA FORM 8050-2 (0022-529-0001)

MICRO

17

VO1205

RECORDED
COMMUNICATIONS

JAN 4 5 42 PM '73

MOBILE
COMMUNICATIONS

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JAN 3 3 36 PM '73
OKLAHOMA CITY, OKLA.

A01501

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:

JAN 4 2 43 PM '73
RECORDED
FEDERAL AVIATION
ADMINISTRATION

AIRCRAFT MAKE Piper PA-32	
AIRCRAFT SERIAL NUMBER 32 40099	FAA REGISTRATION NUMBER N-4065W

The mortgage dated October 17, 1968, was executed by Prescott Aviation, Inc. (Mortgagor), to AVEMCO Aircraft Investment Corporation (Mortgagee), and assigned to The First National Bank of Fort Worth

This mortgage was recorded by the Federal Aviation Agency on 10-30-68 and was assigned document number G059309

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on December 6, 1972

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

The First National Bank of Fort Worth
Name of Mortgagee or Assignee
Signature (In Ink) [Signature]
Title Vice President

ACKNOWLEDGMENT

State of Texas on this 6 day of December 1972
County of Tarrant before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

[Signature]
Notary Public (In Ink)
Gene L. Woods, Notary Public
Tarrant County, Texas

My commission expires 6-1-73



10210 MICRO

STATION S 4 HAL

OKLAHOMA CITY, OKLA
AUG 30 3 35 PM '73
CONFORMANCE FILED WITH
FAA AIRCRAFT REGISTRY

A 0 0 8 5 1

This form is only intended to be a suggested form of release which meets the recording requirements of the Federal Aviation Act of 1958 and the Regulations of the Administrator issued thereunder. In addition to these requirements, the form of release used by the mortgagee or assignee should be drafted in accordance with the 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

DEC 13 3 48 PM '72

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:

FEDERAL AVIATION
ADMINISTRATION

AIRCRAFT MAKE
Piper PA-32

AIRCRAFT SERIAL NUMBER
32 40099

FAA REGISTRATION NUMBER
N-4065W

The mortgage dated October 17, 1968, was executed
by Prescott Aviation, Inc. (Mortgagor),
to AVEMCO Aircraft Investment Corporation (Mortgagee),
and assigned to The First National Bank of Fort Worth

This mortgage was recorded by the Federal Aviation Agency on 10-30-68
and was assigned document number C059309

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage
on December 6, 1972

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

The First National Bank of Fort Worth

Name of Mortgagee or Assignee

Signature (In Ink) [Signature]
Title Vice President

ACKNOWLEDGMENT

State of Texas on this 6 day of December 1972
County of Tarrant before me personally appeared the above-named
Mortgagee or Assignee, to me known to be the
person described in and who executed the for-
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)

Gene L. Woods, Notary Public
Tarrant County, Texas

My commission expires 6-1-73



JAA

0821 MICRO

Dec 13 3 45 PM '72

HOTEL...
HOTEL...

OKLAHOMA CITY, OKLA.
Dec 11 2 50 PM '72
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

FEDERAL AVIATION AGENCY
 APPLICATION FOR AIRCRAFT REGISTRATION

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

NATIONALITY AND REGISTRATION MARKS N 4065W	AIRCRAFT MAKE AND MODEL Piper PA-32-300	AIRCRAFT SERIAL No. 32-40099
---	--	---------------------------------

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 initials.)
 Prescott Aviation, Inc.

ADDRESS (Number and Street, P.O. Box, or Rural Route.)
 Municipal Airport

CITY Prescott	COUNTY	STATE Arizona	ZIP CODE
------------------	--------	------------------	----------

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 INK.	SIGNATURE Richard E Gordon	TITLE Pres	DATE 10-17-68
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

NOV 1 - 3 29 3 005 009 B

MICRO

101-258-1001-1008

OKLAHOMA CITY, OKLA.

NOV 1 3 47 PM '68

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AIRCRAFT BILL OF SALE

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

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

MICROFILM CODE

1C JC

AIRCRAFT MAKE AND MODEL

Piper PA-32-300 Cherokee"6"

MANUFACTURER'S SERIAL NUMBER

32-40099

NATIONALITY AND REGISTRATION MARKS

N4065W

does this 15th day of October 19 68, hereby sell, grant, transfer
and deliver all rights, title, and interests in and to such aircraft unto:

NAME AND ADDRESS

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

Prescott Aviation, Inc.
Municipal Airport
Prescott, Arizona 86301

PURCHASER

NOV 7 1 31 PM '68
FEDERAL AVIATION
ADMINISTRATION
CONVEYANCE
RECORDED

H 25928

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

TYPE OF ENCUMBRANCE

Security Agreement

AMOUNT

\$20,422.20

DATED

10-17-68

IN FAVOR OF

AVEMCO Aircraft Investment Corporation

in testimony whereof we have set our hand and seal this 15th day of October 1968.

SELLER	NAME(S) (TYPED OR PRINTED)	SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)
		Prescott Air Service, Inc.	<i>Dale Rumsey</i>

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

STATE OF Arizona)
COUNTY OF Maricopa) ss

Before me, the undersigned Notary Public, personally appeared
Dale Rumsey, the President of Prescott Air Service, Inc.
and he acknowledged to me that he executed the foregoing for the purposes
therein contained.

My commission expires July 14, 1970 Arthur N. Phillips
Notary Public

Witness my hand and seal this 16th day of October, 1968



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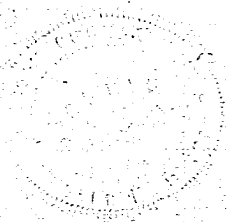


FILED BY AOPA TITLE SEARCH SERVICE

ON 10-23-68 OKLAHOMA CITY, OKLA.

OCT 23 2 30 PM '68

FAA AIRCRAFT REGISTRY



SECURITY AGREEMENT AIRCRAFT

C 059309

For the purpose of securing the Secured Party below named in the payment at Fort Worth, Tarrant County, Texas, of a certain promissory note of even date here-with in the amount of \$ 20,422.20 payable in 60 monthly installments of \$ 340.37 each; the first installment payable on or before the 22nd day of November, 19 68, and the remaining installments payable one each on the same day of each succeeding month thereafter, with the final payment thereof due on the 22nd day of October, 19 73 this day executed by the undersigned hereinafter called Debtor, whether one or more, Debtor does hereby grant to Secured Party a security interest in the aircraft described civil aircraft of the United States and personal property, to wit:

Manufacturer	Type Model	Year Model	Mfg's. Serial No.	FAA Registration No.	Mfg. of Engine(s)	H.P. of Engine(s)	Serial No. of Engine(s)
Piper	PA-32	1967	32 40099	N4065W	Lyc	300	AM 768

FEDERAL AVIATION
ADMINISTRATION

together with all equipment and accessories now attached thereto or used in connection therewith, and all future additions or replacements made upon said aircraft, all of which are included in the term aircraft, as used herein.

Debtor hereby declares and warrants to Secured Party that Debtor is the absolute owner of the legal and beneficial title to the aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances and adverse claims whatsoever. Debtor further declares and warrants that the above described aircraft will be based at Prescott, Arizona and will not be removed from said location for a period exceeding thirty days without the prior written consent of Secured Party.

Debtor will, while any of the indebtedness secured hereby remains unpaid, before they become delinquent, pay all taxes, (including Federal and State) assessments and government charges lawfully levied or assessed against the aircraft or any part thereof; and will comply with all laws and regulations of the Federal Aviation Administration applicable to the aircraft.

Debtor is required by Secured Party and Debtor will at all times keep the aircraft, including all additions thereto and replacements and repairs thereof, properly insured in an amount at least equal to the indebtedness hereby secured against all physical loss of or damage to the aircraft, including loss, damage or destruction due to theft, crash and other hazards, casualties and contingencies, such insurance policy to include breach of warranty and to provide at least ten (10) days notice prior to cancellation to the Secured Party.

The required insurance may be furnished through existing policies of insurance owned or controlled by Debtor or by procuring and furnishing equivalent insurance coverage through any insurance company authorized to transact business in Texas. If insurance is procured by Secured Party the Debtor shall have the option for a period of five days from the date of the loan hereby secured of furnishing the required insurance coverage either through existing policies of insurance owned and controlled by him or by procuring and furnishing equivalent insurance through any insurance company authorized to do business in Texas.

All insurance policies shall include a provision making loss payable to Secured Party as its interest may appear. Should any loss occur to aircraft, Secured Party is hereby appointed attorney in fact for Debtor to make proof of loss if Debtor fails to do so promptly, and to receipt for any sums collected under said policies, which sums, or any part thereof, at the option of the Secured Party may be applied as payment on the debt hereby secured, or to the restoration or repair of the property so destroyed or damaged. Debtor will promptly give notice by mail to Secured Party of any loss or damage to the aircraft and will not adjust or settle such loss without the written consent of Secured Party. In the event of foreclosure of this Security Agreement by court action or under power of sale, all rights, title and interest of Secured Party in and to any insurance policy then in force shall pass to the purchaser at the foreclosure sale, and Secured Party is hereby appointed attorney in fact for Debtor to assign and transfer said policies.

Time is of the essence of this Security Agreement. 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 Debtor 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 Secured Party first had and obtained, or in the event of the seizure of the aircraft under execution or other legal process, or if for any reason Secured Party may deem itself insecure, then the whole principal sum unpaid upon said promissory note, with the interest accrued thereon or advanced under the terms of this Security Agreement, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of Secured Party.

This Security Agreement shall also secure the payment of all other indebtedness now owing by Debtor to Secured Party, and any and all indebtedness hereafter to become owing by Debtor to Secured Party, its successors or assigns, whether evidenced by note or otherwise, which said indebtedness now accrued or hereafter to accrue it is agreed shall all be payable to the order of Secured Party at the place where the above described note is payable and bear interest at the same rate as provided in said note from date of accrual until paid, and the same shall stand secured by and be payable under this Security Agreement with the other indebtedness herein mentioned.

Upon default, Secured Party may at once proceed to foreclose this Security Agreement in any manner provided by law, or it may at its option, and it 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 it in the locating, taking or sale of such aircraft, including any reasonable attorney's fees incurred; also all sums due it on said promissory note, under any provisions thereof, or advanced under the terms of this Security Agreement, and interest thereon, or due or owing to the said Secured Party under any provisions of this Security Agreement, or secured hereby, with interest thereon, and any surplus of such proceeds remaining shall be paid to Debtor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, Debtor agrees to pay such deficiency forthwith.

Secured Party shall have all rights granted by the Uniform Commercial Code upon default by Debtor. Where notice of sale is required, a notice mailed to Debtor's address herein set out or to Debtor's most recent changed address on file with Secured Party at least five days before time of sale shall be reasonable.

This Security Agreement is given on a civil aircraft of the United States, which is warranted to have a current airworthiness certificate and to be in flyable condition, and which may from time to time be moved from place to place in the United States, and it is therefore agreed that the laws of the State of Texas with respect to the rights of Secured Party hereunder, including the right of Secured Party to foreclose this Security Agreement in the courts or to take possession of the Collateral and sell same as above provided shall govern and control; and in the event Secured Party becomes entitled to possession of the aircraft as provided for herein Debtor obligates himself, upon demand, to deliver possession of same to Secured Party at Fort Worth, Texas.

The term "Secured Party" as used herein shall mean and include the party named as Secured Party herein as well as any successor holder of the indebtedness secured hereby.

This instrument is executed in quadruplicate originals, and one of said originals is being delivered to Debtor, the receipt of which is hereby acknowledged.

EXECUTED this 17th day of October, 19 68.

Secured Party

AVEMCO Aircraft Investment Corporation

Permanent Mailing Address of Secured Party

P. O. Box 4216

Fort Worth, Texas 76106

Witness to Signature of Debtor

Debtor

Prescott Aviation, Inc.

Richard E. Gordon - President

(Type all names signing and title if corp.)

Permanent Mailing Address of Debtor

Municipal Airport

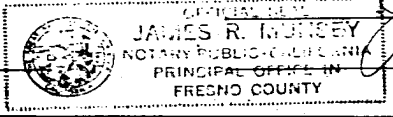
Prescott, Arizona

STATE OF California
COUNTY OF Los Angeles
PARISH OF Los Angeles

Before me, the undersigned authority, on this day personally appeared Richard E. Gordon known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 17th day of October, 19 68

My Commission Expires



Notary Public in and for
County/Parish State

121 5781 1115 093

000000

COMPTON

NOV 23 1988

MOBILE ALABAMA

For sale record by indorsed deed hereby
with notes and bonds by indorsed deed hereby
The First National Bank of Fort Worth
P.O. Box 2990
Fort Worth, Texas

Aveco Aircraft Investment Corporation

By Madeline J. Matthews
Assistant Secretary

Date: 10-18-88
THE STATE OF Texas
COUNTY OF Tarrant

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day, personally appeared the person executing the foregoing instrument, known to me to be the person whose acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 18th day of October, A.D. 1988
MY COMMISSION EXPIRES June 6, 1989
Madeline J. Matthews
Notary Public in and for Tarrant
County, Texas



POST 2181

OKLAHOMA CITY, OKLA

252-77-11-54

FILED BY AOPA TITLE SEARCH SERVICE ON 10-27-88



FAA AIRCRAFT REGISTRY

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1973	
<p>The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.</p>	
RELEASE	
<p>The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:</p>	
AIRCRAFT MAKE AND MODEL 1966 Piper PA-32-300	
FAA REGISTRATION NUMBER 4065W	AIRCRAFT SERIAL NUMBER 32-40099
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

C 0 5 9 3 0 8

CONVEYANCE
 RECORDED

OCT 30 9 33 AM '68

FEDERAL AVIATION
 ADMINISTRATION

Do Not Write In This Block
 FOR FAA USE ONLY

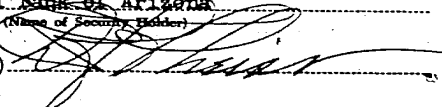
MICROFILM CODE
 RE KE

The conveyance dated February 1, 1968, was executed by Prescott Air Service, Inc.
 to First National Bank of Arizona
 and assigned to

This conveyance was recorded by the Federal Aviation Administration on March 20, 1968
 and was assigned conveyance number B067202

I hereby certify and acknowledge that the above described collateral was released from the terms of
 the conveyance on October 16, 1968

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).

First National Bank of Arizona
(Name of Security Holder)
 SIGNATURE (In Ink) 
 TITLE Manager

ACKNOWLEDGEMENT (If Required By Applicable Local Law)



DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AERONAUTICAL CENTER
P.O. BOX 25082
OKLAHOMA CITY, OKLAHOMA 73125

IN REPLY REFER TO: *MARCH 20, 1968*
N-4065W

*List National Bank of Arizona
24th St. and Wash.
Phoenix, Arizona 85034*

NAME: *Front Air Service, Inc.*

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

This conveyance dated *Feb 1, 1968* was recorded on *MARCH 20, 1968* as conveyance number *8067202* pertaining to *N 4065W*

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

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

There is no fee for the recording of a release.

Sincerely yours,

Lester G. Robinson
Chief, Aircraft Registration Branch
Flight Standards Technical Division



FILED BY AOPA TITLE SEARCH SERVICE
ON *10-23-68*

OKLAHOMA CITY, OKLA.

OCT 23 2 30 PM '68

10-1
 66

B 0 6 7 2 0 2

SECURITY AGREEMENT
 (Aircraft - Direct Loan)

PRESCOTT AIR SERVICE, INC. Municipal Airport
 (Name) (City and Street)
Prescott Yavapai Arizona
 (City) (County) (State)

is hereinafter called the Debtor and
 the FIRST NATIONAL BANK OF ARIZONA, 24th St & Washington Office,
 is hereinafter called the Secured Party.

SEE RECORDED
 CONVEYANCE
 NUMBER C 0-59308

DESCRIPTION OF PROPERTY
 Purchased Owned

Manufacturer's Name and Trade Mark	Year Mfg.	Model	Manufacturer's Serial No.	Engine Name and Type	Engine No.	F.A.A. Iden. No.
Piper	1966	PA-32-300	32-40099			4065W

Now and to be hangared or located in the City of Prescott, County of Yavapai, Arizona.

PARTS
 Purchased Owned

All engines, propellers, appliances and spare parts kept in the City of Prescott, County of Yavapai, Arizona, for use in the above-described aircraft.
 Together with all increases, parts, accessories, attachments, additions, and accessions thereto, and all proceeds thereof, and, unless checked below, all other property of the same class or classes hereafter owned or acquired by Debtor, (the Collateral). (If checked here after-acquired property is not included.)

IN CONSIDERATION of the financial accommodations heretofore or hereafter rendered by Secured Party to the Debtor the Debtor agrees with the Secured Party as follows:

- §1. SECURITY INTEREST
 - 1.1 Debtor hereby grants to Secured Party a security interest (the Security Interest) in the above described Collateral.
 - 1.2 Debtor acknowledges that although proceeds of Collateral are covered by this Security Agreement, this shall not be construed to mean that Secured Party consents to any sale of such Collateral.

§2. INDEBTEDNESS SECURED \$13,645.55 - 1 @ \$645.55 & \$448.28 monthly thereafter
 The Security Interest secures payment of any and all indebtedness of Debtor to Secured Party, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, including, without limitation, any sums advanced by Secured Party for taxes, assessments, insurance and other charges and expenses as hereinafter provided (the Indebtedness).

§3. REPRESENTATIONS AND WARRANTIES OF DEBTOR
 Debtor represents and warrants that: (a) If the Collateral is described as owned, Debtor is owner of the Collateral free of all security interests or other encumbrances except the Security Interest, and no financing statement covering the collateral is filed or recorded in any public office; if the Collateral is described as purchased, Debtor will, within ten (10) days of the date of this agreement, acquire the Collateral with proceeds of loans made pursuant to this Security Agreement and Secured Party may disburse such proceeds directly to the seller; and (b) Debtor is authorized to enter into this Security Agreement.

By executing this Security Agreement, the undersigned acknowledge receipt of a copy hereof and agree that it includes the ADDITIONAL PROVISIONS on the reverse side hereof, the same being incorporated herein by reference.

PRESCOTT AIR SERVICE
 BY: Wale Ramsey
 President

FN 60-2-7700 13-2994.06 15 P. 2

PRO

54. COVENANTS OF DEBTOR

ADDITIONAL PROVISIONS

So long as any Indebtedness remains unpaid, Debtor: (a) Will defend the Collateral against the claims and demands of all other parties; will keep the Collateral free from all security interests or other encumbrances, except the Security Interest; and will not sell, transfer, lease or otherwise dispose of any Collateral or any interest therein without the prior written consent of Secured Party; (b) Will not remove or permit the Collateral to be removed from the continental limits of the United States or from the State of Arizona for more than thirty (30) days without written permission from Secured Party; will notify Secured Party promptly in writing of any change in Debtor's address, specified above; and will permit Secured Party or its agents to inspect the Collateral and any log books or records pertaining thereto at reasonable times; (c) Will keep the Collateral in good condition and repair; and will not use the Collateral in violation of any provision of this Security Agreement, any applicable statute, regulation or ordinance or any policy insuring the Collateral; (d) Will sign and execute alone or with Secured Party any financing statement or other document or procure any document, and payments and other charges of every nature which may be levied or assessed against the Collateral; will insure the Collateral against risks, insurance therefor to Secured Party; and (f) Will prevent the Collateral or any part thereof from being or becoming an accession to other goods not covered by this Security Agreement.

55. DEFAULT

5.1 Any of the following events or conditions will constitute an event of default hereunder; (i) nonpayment when due, whether by acceleration or otherwise, of principal or of interest on any Indebtedness, or default by Debtor in the performance of any obligation, term or condition of this Security Agreement or any other agreement between Debtor and Secured Party; (ii) nonpayment when due of any tax imposed on Debtor or on any of Debtor's assets; (iii) death or judicial declaration of incompetency of Debtor, if an individual; (iv) the filing by or against Debtor of a petition for adjudication as a bankrupt; the filing by or against Debtor (if a corporation) of a petition for reorganization under Chapter X of the Bankruptcy Act or any similar statute; or the filing by Debtor of a petition for an arrangement under Chapter XI of the Bankruptcy Act or any similar statute; (v) the making of any general assignment by Debtor for the benefit of creditors; the appointment of a receiver or trustee for Debtor or for any of Debtor's assets; or the institution by or against Debtor of any other type of insolvency proceeding (under the Bankruptcy Act or otherwise) or of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of, Debtor; (vi) the occurrence of any event described in Paragraph 5.1 (iii), (iv) or (v) hereof with respect to any endorser or guarantor, or any other party liable for payment, of any Indebtedness; (vii) the issuance of an attachment, garnishment, levy or execution against any of the property or funds of any Debtor or the assessment of a tax deficiency against any Debtor; (viii) if any certificate, statement, representation, warranty or audit heretofore or hereafter furnished by or on behalf of Debtor or any endorser or guarantor, or any other party liable for payment, of any Indebtedness pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, representations and warranties contained herein) or as an inducement to Secured Party to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the times as of which the facts therein set forth were stated or certified, or to have omitted any substantial contingent or unliquidated liability or claim against Debtor or any such indorser, guarantor or other party; or if upon the date of execution of this Security Agreement there shall have been any materially adverse change in any of the facts disclosed by any such certificate, statement, representation, warranty or audit, which change shall not have been disclosed to Secured Party at or prior to the time of execution; or (ix) if Secured Party in good faith believes that the prospect of payment of all or any part of the Indebtedness or performance of Debtor's obligations under this agreement or any other agreement now or hereafter in effect between Debtor and Secured Party is impaired.

5.2 Secured Party, at its sole election, may declare all or any part of any Indebtedness not payable on demand to be immediately due and payable without demand or notice of any kind upon the happening of an event of default. The provisions of this paragraph are not intended in any way to affect any rights of Secured Party with respect to any Indebtedness which may now or hereafter be payable on demand.

5.3 Upon the happening of any event of default, Secured Party's rights and remedies with respect to the Collateral shall be those of a Secured Party under the Uniform Commercial Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Secured Party. Secured Party may require Debtor to assemble the Collateral and deliver or make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Secured Party may enter upon Debtor's premises to take possession of, assemble and collect the collateral or to render it unusable. Secured Party shall not be liable for any loss, depreciation, injury or damages to any of Debtor's property as a result of such action. Debtor hereby waives any claim of trespass arising therefrom.

56. MISCELLANEOUS

6.1 As further security for payment of the Indebtedness, Debtor hereby grants to Secured Party a security interest in and lien on any and all property of Debtor which is or may hereafter be in Secured Party's possession in any capacity, including, without limitation, all moneys owed or to be owed by Secured Party to Debtor, and without limiting any other right of Secured Party, Secured Party shall have a right to set off and apply such property against the Indebtedness at any time, said right to be matured and complete at the moment of inception of any obligation or indebtedness of Debtor to Secured Party but exercisable at the will and option of Secured Party.

6.2 Upon Debtor's failure to perform any of its duties hereunder, Secured Party may, but shall not be obligated to, perform any or all such duties, and Debtor shall pay an amount equal to the expense thereof with interest thereon at the highest lawful rate to Secured Party forthwith upon written demand by Secured Party.

6.3 No delay or omission by Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver of any other right or remedy or as a waiver of the same right or remedy after written demand for strict performance given to the Debtor by the Secured Party, and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Secured Party may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of Secured Party hereunder are cumulative and are in addition to all other rights and remedies afforded by the laws of Arizona and the United States.

6.4 Secured Party may assign this Security Agreement, and if it does so, (i) the Assignee shall be entitled upon notifying the Debtor, to performance of all Debtor's obligations and agreements hereunder, and the Assignee shall be entitled to all the rights and remedies of Secured Party under this agreement, and (ii) Debtor will assert against Assignee no claims or defenses which he may have against Secured Party except those which may be asserted against a holder in due course of a negotiable instrument, provided, however, if the collateral is used primarily for personal, family or household purposes, nothing herein shall prejudice any set-off or other defense of Debtor existing at the time of notice of assignment.

6.5 Secured Party and Debtor as used herein shall include the heirs, executors or administrators, or successors or assigns of those parties. The provisions of this agreement shall apply to the parties according to the context hereof and without regard to the number or gender of words and expressions used herein.

6.6 If more than one Debtor executes this Security Agreement, the term "Debtor" shall include each as well as all of them, and their obligations, warranties and representations hereunder shall be joint and several.

6.7 No modification, rescission, waiver, release or amendment of any provision of this Security Agreement shall be made except by a written agreement subscribed by Debtor and a duly authorized officer of Secured Party.

6.8 This Security Agreement and the transaction evidenced hereby shall be governed by the laws of the State of Arizona, as the same may from time to time be in effect, including, without limitation, the Uniform Commercial Code.

6.9 This Security Agreement is, and is intended to be, a continuing Security Agreement and shall remain in full force and effect until the manager of Secured Party's office specified at the beginning of this Security Agreement shall actually receive written notice of its discontinuance and shall remain in full force and effect thereafter until all of the Indebtedness contracted for or created before the receipt of such notice by Secured Party; and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

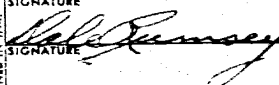
6.10 Without in any way requiring notification or demand to be given in the following manner, Debtor agrees that any notification or demand by Secured Party, of sale, disposition or other intended action hereunder or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notification or demand to Debtor if such notification or demand is mailed by regular or certified mail, postage prepaid, at least five (5) days prior to such action, to Debtor's address specified above or to any other address which Debtor has specified in writing to Secured Party as the address to which notifications or demands hereunder shall be given to Debtor.

6.11 Debtor agrees to pay all costs and expenses incurred by Secured Party in enforcing this Security Agreement, in realizing upon any Collateral and in enforcing and collecting any Indebtedness, including, without limitation, if Secured Party retains counsel for any such purpose its reasonable attorneys' fees actually incurred.

FAA AIRCRAFT REGISTRY

FORM APPROVED: ^B MAR 20 1968
 BUDGET BUREAU NO. 04-8076.1

9-1

FEDERAL AVIATION AGENCY APPLICATION FOR AIRCRAFT REGISTRATION			
TYPE OF REGISTRATION (Check one box)			
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government			
NATIONALITY AND REGISTRATION MARKS N 40657T	AIRCRAFT MAKE AND MODEL Piper PA-32-300	AIRCRAFT SERIAL No. 32-40099	
NAMES OF APPLICANTS (Must be same as Purchaser on Bill of Sale; if individuals, give last name(s), first name(s), and middle initial(s).)			
Prescott Air Service, Inc.			
ADDRESS (Number and Street, P.O. Box, or Rural Route.)			
Municipal Airport			
CITY Prescott	COUNTY Yavapai	STATE Arizona	ZIP CODE 86301
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Agency.			
NOTE: If executed for co-ownership all applicants must sign.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE 	TITLE President	DATE 1-19-68
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 30 days, during which time the PINK copy of this application must be carried in the aircraft.			

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 8-28-84

9



OKLAHOMA CITY, OKLA

MAR 8 12 46 PM '89

FAA AIRCRAFT REGISTRY

8-1

AIRCRAFT BILL OF SALE

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

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

AIRCRAFT MAKE AND MODEL Piper PA-32-300	
MANUFACTURER'S SERIAL NUMBER 32-40099	NATIONALITY AND REGISTRATION MARKS N4065W

does this 19th day of January 19 68 hereby sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:

PURCHASER	<p>NAME AND ADDRESS (If individuals, give last name, first name, and middle initial)</p> <p>Prescott Air Service, Inc. Municipal Airport Prescott, Arizona 86301</p>
-----------	--

MICROFILM CODE


FEDERAL AVIATION
 ADMINISTRATION
 MAR 20 8 47 AM '68
 CONVEYANCE
 REGISTRATION

B067201

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

TYPE OF ENCUMBRANCE Chattel Mortgage	AMOUNT \$16,123.00	DATED July 26, 1967
IN FAVOR OF First National Bank of Arizona		

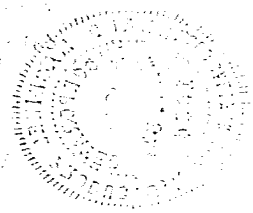
in testimony whereof we have set our hand and seal this 19 day of January 19 68

SELLER	<p>NAME(S) (TYPED OR PRINTED)</p> <p>Overland Machine Products, Inc. dba Prescott Air Service</p>	<p>SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)</p> <p><i>Thomas A. Smith</i></p>	<p>TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)</p> <p>Vice-President</p>
			

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

IN 68-8 MAR 13 - 2114 - 00527 A

PRO



OKLAHOMA CITY, OKLA

MAR 8 12 48 PM '78

CONFIRMED FILED WITH
FAA AIRCRAFT REGISTRY

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 of the following described aircraft:

AIRCRAFT MAKE Piper Cherokee
AIRCRAFT SERIAL NUMBER 3 2-40099 FAA REGISTRATION NUMBER 4065A

The mortgage dated July 26, 1967 was executed by Overland Machined Products, Inc. dba Prescott Air Service, (Mortgagor), to First National Bank of Arizona, (Mortgagee), and assigned to _____

This mortgage was recorded by the Federal Aviation Agency on August 22, 1967 and was assigned document number K29269

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on February 2, 1968

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 National Bank of Arizona
Name of Mortgagee or Assignee

Signature (In Ink) [Signature]

Title Manager

ACKNOWLEDGMENT

State of Arizona on this 2nd day of February 1968
County of Maricopa before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)



Kathleen Mason
Notary public (In Ink)

My commission expires My Commission Expires Sept. 6, 1970

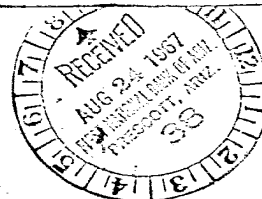
FEDERAL AVIATION
ADMINISTRATION
MAR 20 8 46 AM '68
CONVEYANCE
RECORDING

B 067200

7-1



FEDERAL AVIATION AGENCY
AERONAUTICAL CENTER
P. O. Box 25082
Oklahoma City, Oklahoma 73125



K AUG 22 1967
IN REPLY AC-253
REFER TO

First National Bank
P.O. Box 871
Prescott, Arizona 86301

MORTGAGOR: *Overland Machine Products dba*
Prescott Air Svc.

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

This mortgage dated *7-26-67* was recorded on *8-22-67*
as document number *K29269*, against aircraft registration number(s) *4065W*

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

The release should be signed in ink by the mortgagee or the assignee; if a corporation, signed by the president, vice president, secretary or treasurer, and acknowledged before a notary public, and submitted to this office for recording.

There is no fee for the recording of a release.

Sincerely yours,

Lester G. Robinson

Lester G. Robinson
Chief, Aircraft Registration Branch

MAR 8 12 46 PM '68

CONFORMANCE FILED WITH
FAA AIRCRAFT REGISTRY

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 mortgage on the following described aircraft:

AIRCRAFT MAKE <u>Piper Cherokee</u>	
AIRCRAFT SERIAL NUMBER <u>32-40099</u>	FAA REGISTRATION NUMBER <u>4065N</u>

The mortgage dated January 27, 1967, was executed by Overland Machined Products, Inc., dba Prescott Air Service, (Mortgagor), to First National Bank of Arizona, (Mortgagee), and assigned to _____

This mortgage was recorded by the Federal Aviation Agency on February 9, 1967 and was assigned document number 028332.


I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on July 26, 1967.

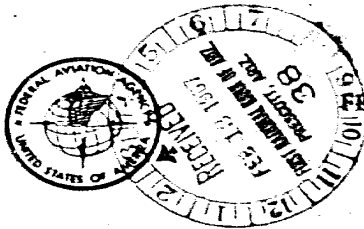
The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

First National Bank of Arizona
 Name of Mortgagee or Assignee
 Signature (In ink) _____
 Title Manager

ACKNOWLEDGMENT

State of Arizona on this 26th day of February, 1968
 County of Maricopa before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)  _____
 Notary public (In ink)
 My commission expires My Commission Expires Sept. 6, 1970



FEDERAL AVIATION AGENCY
AERONAUTICAL CENTER
P. O. Box 1082
Oklahoma City, Oklahoma 73101

G FEB 5 '67

First National Bank
Prescott, Arizona
86301

BY COPY
SENT TO

MORTGAGOR: *Oakland Mechanical Products Co. Inc. Prescott, Arizona*

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

This mortgage dated *1-27-67* was recorded on *2-9-67*
as document number *225332*, against aircraft registration number(s)
4065U.

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

The release should be signed in ink by the mortgagee or the assignee; if a corporation, signed by the president, vice president, secretary or treasurer, and acknowledged before a notary public, and submitted to this office for recording.

There is no fee for the recording of a release.

Sincerely yours,

Lester G. Robinson

Lester G. Robinson
Chief, Aircraft Registration Branch
Data Services Division

83.111.90.21 8 542

UNRECORDED COPY

FIRST NATIONAL BANK OF ARIZONA
 CHATTEL MORTGAGE OF AIRCRAFT

JA
 5-1

THIS MORTGAGE, made this 26 day of July, 1967, by and between PRODUCTS, INC. d/b/a Prescott Air Service residing at Municipal Airport, Prescott hereinafter called Mortgagor, and First National Bank of Arizona residing at 1300 Rte. 190, Prescott hereinafter called Mortgagee.

CONVEYANCE

WITNESSETH: That the said Mortgagor, being duly advised of the contents of this Mortgage, in the sum of SIXTEEN THOUSAND ONE HUNDRED TWENTY THREE & no/100 \$16,123.00 Dollars, has granted, bargained, sold and mortgaged to the said Mortgagee, its successors, and assigns, the following aircraft described as follows, to-wit:

Manufacturer's Name and Trade Name	Year Manufactured	Model	Manufacturer's Serial No.	Engine Name and Type	Engine No.	License No. NC
Cherokee	1966	PA28-300-32	40099	Lycoming IO540-K1A5	L-4519-48	NC 4065W

Together with all equipment, parts, appliances, accessories and replacements, now or hereinafter placed thereon, or used in connection therewith, all of which are included in the items aircraft as hereinbefore and Mortgagee hereby declares and warrants to the said Mortgagee that he is the absolute owner of the legal and beneficial title to said aircraft and is in exclusive possession thereof, and that the same is free and clear of all liens, encumbrances and adverse claims whatsoever, except this mortgage.

PROVIDED, HOWEVER, That if the Mortgagee, his heirs, administrators, successors and assigns shall pay said note and the interest thereon in accordance with the terms thereof, and all other terms the payment of which is secured hereby, and shall keep and perform all and singular the terms, covenants, and agreements in this mortgage, on his part to be kept and performed, then this mortgage shall be null and void.

The above described aircraft is hereby mortgaged to the Mortgagee for the purpose of securing in the order named, the following:
 First: The payment of all indebtedness evidenced by, and according to the terms of a promissory note executed by Mortgagor and payable to the order of Mortgagee at the Prescott office of The First National Bank of Arizona, and of all renewals and extensions thereof, which said note is more particularly described as follows:
 Date of note: July 26, 1967; Principal sum: \$6,123.00
 Rate of interest: 6 1/2 per cent per annum from maturity until all principal and interest is paid.
 Principal and interest payable in equal successive monthly installments of \$ 406.52 per month each, beginning August 26, 1967 and

Second: The prompt and faithful discharge, performance and keeping of each agreement of the Mortgagor in this mortgage contained, and the repayment to Mortgagee of any sums expended or advanced by it for the maintenance or preservation of the aircraft, or to protect its security, or to enforce its rights hereunder.

- The Terms and Conditions of this Chattel Mortgage are as follows:
- Mortgagor agrees to keep said aircraft in the city of Prescott County of Yavapai State of Arizona, and that he will not remove said aircraft, or any part thereof, or permit the same to be removed, from said County for any period in excess of ten days, without the written consent of the Mortgagee first had and obtained, and that under no circumstances shall said aircraft be taken or removed out of the continental boundaries of the United States.
 - Mortgagor agrees to keep said aircraft in good repair and flyable condition, and to keep same housed in a suitable shelter or hangar at all times when not in use, and that Mortgagee and its agents shall have the right at any time to examine said aircraft and all log books and records pertaining to it.
 - Mortgagor agrees that he will not assign, pledge, mortgage, hypothecate or otherwise dispose of said aircraft, or any part thereof, or any interest therein, and that he will promptly pay all taxes and charges assessed or incurred on or against said aircraft, and any liens which may attach thereto, and will promptly cause to be released any writ of attachment, execution, writ of replevin, or other process levied on, or placed against same.
 - Mortgagor agrees that he will not use, or permit said aircraft to be used in an unlawful manner, or for any unlawful purpose, and that he will register, use, operate, repair and cover the same in accordance with all applicable statutes, laws, ordinances and regulations.
 - Mortgagor agrees to take out, maintain and pay for such policies of insurance on said aircraft, and in such form and amount, as the Mortgagee may deem necessary for its protection, which insurance shall be payable to the Mortgagee as its interest may appear.
 - Mortgagor agrees to promptly repay to Mortgagee all sums it may be required to advance or expend by reason of any default of Mortgagee hereunder, or to protect its security, or to enforce its rights hereunder, and any sums so advanced or expended by it shall bear interest at the rate of six per cent per annum until repaid.
 - Time is declared to be the essence of said note and this mortgage, and no waiver by the Mortgagee of any breach or default of, or by the Mortgagor in the performance or keeping of any covenant, condition or obligation thereof shall be deemed a waiver of any breach or default thereafter occurring.
 - Mortgagor agrees 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 in the event of the seizure of said aircraft, or if for any reason the Mortgagee deems itself insecure, then the whole principal sum unpaid upon said promissory note, with the interest accrued thereon, together with all sums advanced or expended by Mortgagee under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee.
 - Upon default or breach by Mortgagor of any agreement or provision of said promissory note, or of this mortgage, Mortgagee may enter upon any premises where the said aircraft may be and take possession thereof and remove same, and, at its option, Mortgagee may at once proceed to foreclose this mortgage, with or without court action, and in any manner provided or permitted by law, and sell and dispose of said aircraft at either public or private sale without notice to Mortgagor, and such sale may be held at any place convenient to Mortgagee and with or without said aircraft being present; and Mortgagee may retain from the proceeds of such sale all costs and charges incurred by it in the taking, transporting, storage, foreclosure and sale of said aircraft, including any reasonable attorney's fees incurred, and all sums due it on said promissory note, under any provision thereof, and all sums advanced or expended by it under the terms of this mortgage, or due or owing to it hereunder, or secured hereby, with 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, and Mortgagee or its agent may bid and purchase at any sale made under this mortgage, or herein authorized, or made or foreclosure hereof. If a deficiency occurs, the Mortgagor agrees to pay such deficiency forthwith.
 - Mortgagor hereby agrees that written notice directed in his name and to the address which he has hereinabove set forth, when placed in the United States Mails shall constitute notice to him of all matters and things set forth in such written notice, and shall have the same force and effect as though notice were handed to him personally.

STATE OF ARIZONA
 County of Maricopa
 On this the 28 day of July, 1967, before me, Norma Elliott,
Dale
 the undersigned officer, personally appeared Dale Runsey, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.
 IN WITNESS WHEREOF I hereunto set my hand and official seal.
Norma Elliott
 (Notary Public)
 My Commission Expires Sept. 12, 1970
 My commission expires

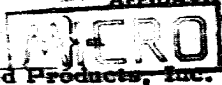
OVERLAND MACHINED PRODUCTS, INC.
 d/b/a Prescott Air Service
 By: Dale Runsey
 Dale Runsey
 Vice President
 Mortgagor



7-130 A
 81-318 88051014

AFFIDAVIT OF MORTGAGOR
(purchaser)

STATE OF ARIZONA



County Of Prescott
Hand Mached Products, Inc. DBA
Prescott Air Service

That he is the Mortgagor named in the foregoing mortgage; that said mortgage is made in good faith to secure the amount or amounts therein set forth, and without any design to defraud or delay any creditor or creditors of the Mortgagor.

Wale J. Ramsey
Mortgagor's Signature



Subscribed and sworn to before me this 28th day of July 1967
My commission expires My Commission Expires Sept. 12, 1970
Myrna Elliott
Notary Public

AFFIDAVIT OF MORTGAGEE
(debtor)

STATE OF ARIZONA

County Of _____

That he is _____ (If corporation insert name of officer and name of corporation)
the within named mortgagee; that within named mortgagor is justly indebted to said mortgagee in the amount set forth in said mortgage; that said mortgage was executed to secure payment of some; that said mortgage is bona fide and made without any intent or design to defraud or delay creditors, and that the within instrument is either the original or an exact copy of the same.

Mortgagee (debtor)

Subscribed to and sworn before me this _____ day of _____ 19____
My commission expires _____
Notary Public

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does hereby sell, assign, endorse and transfer to FIRST NATIONAL BANK OF ARIZONA, PHOENIX 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 FIRST NATIONAL BANK OF ARIZONA, PHOENIX 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 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 (Dealer)
By _____

ASSIGNMENT WITH RECOURSE

FOR VALUE RECEIVED, the undersigned does hereby sell, assign, endorse and transfer with recourse to FIRST NATIONAL BANK OF ARIZONA, PHOENIX 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 FIRST NATIONAL BANK OF ARIZONA, PHOENIX 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 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.

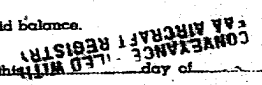
In further consideration of your purchase of the said Note and Chattel Mortgage, the undersigned guarantees payment of the full amount remaining unpaid and covenants, if default be made in the payment of any instalments, to pay the full amount then unpaid to you upon demand, and there shall be no duty 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 notice 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 no more than its then market value, was paid on or before delivery and that \$ _____ is the unpaid balance.

Dated this _____ day of _____ 19____

Assignor (Dealer)
By _____



FIRST NATIONAL BANK OF ARIZONA
CHattel MORTGAGE OF AIRCRAFT

OVERLAND MACHINED
PRODUCTS, INC. d/b/a

THIS MORTGAGE made this 27 day of January, 1967, by and between
Prescott Air Service, Municipal Airport, Prescott, hereinafter called Mortgagor,

and First National Bank of Arizona, Prescott, hereinafter called Mortgagee,
CONVEYANCE

DOC. RECORDED

NUMBER 6067198
NINE HUNDRED FIVE and no/100 19,905.00 FEB 9 12 20 PM '67

as evidenced by a promissory note hereinafter described, hereby grants, bargains, sells and mortgages to the said Mortgagee, its successors, and assigns, the following aircraft described follows, to-wit:

Manufacturer's Name and Trade Name	Year Manufactured	Model	Manufacturer's Serial No.	Engine Name and Type	Engine No.	License No.
Cherokee	1966	P428-30032	40099	Lycoming 10540-K1A5	L-4519-48	NC-4065W

Together with all equipment, parts, appliances, accessories and replacements, now or hereafter placed thereon, or used in connection therewith, all of which are included in the term aircraft as used herein and Mortgagee hereby declares and warrants to the said Mortgagee that he is the absolute owner of the legal and beneficial title to said aircraft, and is in exclusive possession thereof, and that the same is free and clear of all liens, encumbrances and adverse claims whatsoever, except this mortgage.

PROVIDED, HOWEVER, That if the Mortgagor, his heirs, administrators, successors and assigns shall pay said note and the interest thereon in accordance with the terms thereof, and all other sums the payment of which is secured hereby, and shall keep and perform all and singular the terms, covenants, and agreements in this mortgage, on his part to be kept and performed, then this mortgage shall be null and void.

The above described aircraft is hereby mortgaged to the Mortgagee for the purpose of securing in the order named, the following:
First: The payment of all indebtedness evidenced by, and according to the terms of a promissory note executed by Mortgagor and payable to the order of Mortgagee at the Prescott office of The First National Bank of Arizona, and of all renewals and extensions thereof, which said note is more particularly described as follows:

Date of note: January 27, 1967 Principal sum: \$ 19,905.00
Rate of interest: 6 1/2 per cent per annum from maturity until all principal and interest is paid in full.
Principal and interest payable in equal successive monthly installments of \$ 311.99, 96 days after date of note & balance, 180 days from date of note.

Second: The prompt and faithful discharge, performance and keeping of each agreement of the Mortgagor in this mortgage contained, and the repayment to Mortgagee of any sums, expended or advanced by it for the maintenance or preservation of the aircraft, or to protect its security, or enforce its rights hereunder.

- The Terms and Conditions of this Chattel Mortgage are as follows:
- Mortgagor agrees to keep said aircraft in the city of Prescott, County of Yavapai, State of Arizona, and that he will not remove said aircraft, or any part thereof, or permit the same to be removed, from said County, for any period in excess of ten days, without the written consent of the Mortgagee first had and obtained, and that under no circumstances shall said aircraft be taken or removed out of the continental boundaries of the United States.
 - Mortgagor agrees to keep said aircraft in good repair and flyable condition, and to keep same housed in a suitable shelter or hangar at all times when not in use, and that Mortgagee and its agents shall have the right at any time to examine said aircraft and all log books and records pertaining to it.
 - Mortgagor agrees that he will not assign, pledge, mortgage, hypothecate or otherwise dispose of said aircraft, or any part thereof, or any interest therein, and that he will promptly pay all taxes and charges assessed or incurred on or against said aircraft, and any liens which may attach thereto, and will personally cause to be released any writ of attachment, execution, writ of replevin, or other process levied on, or placed against same.
 - Mortgagor agrees that he will not use, or permit said aircraft to be used in an unlawful manner, or for any unlawful purpose, and that he will register, use, operate, repair and control the same in accordance with all applicable statutes, laws, ordinances and regulations.
 - Mortgagor agrees to make out, maintain and pay for such policies of insurance on said aircraft, and in such form and amount, as the Mortgagee may deem necessary for its protection, which insurance shall be payable to the Mortgagee as its interest may appear.
 - Mortgagor agrees to promptly repay to Mortgagee all sums it may be required to advance or expend by reason of any default of Mortgagor hereunder, or to protect its security, or to enforce its rights hereunder, and any sums so advanced or expended by it shall bear interest at the rate of six per cent per annum until repaid.
 - Time is declared to be the essence of said note and this mortgage, and no waiver by the Mortgagee of any breach or default of, or by the Mortgagor in the performance or keeping of any covenant, condition or obligation thereof shall be deemed a waiver of any breach or default thereafter occurring.
 - Mortgagor agrees that if default be made in the payments 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 in the event of the seizure of said aircraft, or any part thereof under attachment, execution or other legal process, or if Mortgagor shall abandon, relinquish or lose possession of said aircraft, or if for any reason the Mortgagee deems itself insecure, then the whole principal sum unpaid upon said promissory note, with the interest accrued thereon, together with all sums advanced or expended by Mortgagee under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee.
 - Upon default or breach by Mortgagor of any agreement or provision of said promissory note, or of this mortgage, Mortgagee may enter upon any premises where the said aircraft may be and take possession thereof and remove same, and, at its option, Mortgagee may at once proceed to foreclose this mortgage, with or without court action, and in any manner provided or permitted by law, and sell and dispose of said aircraft at either public or private sale without notice to Mortgagor, and such sale may be held at any place convenient to Mortgagee and with or without said aircraft being present and Mortgagee may retain from the proceeds of such sale all costs and charges incurred by it in the taking, transporting, storage, foreclosure and sale of said aircraft, including any reasonable attorney's fees incurred, and all sums due it on said promissory note, under any provision thereof, and all sums advanced or expended by it under the terms of this mortgage, or due or owing to it hereunder, or secured hereby, with 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, and Mortgagee or its agent may bid and purchase at any sale made under this mortgage, or herein authorized, or made or foreclosure hereof. If a deficiency occurs, the Mortgagor agrees to pay such deficiency forthwith.
 - Mortgagor hereby agrees that written notice directed in his name and to the address which he has hereinabove set forth, when placed in the United States Mail shall constitute notice to him of all matters and things set forth in such written notice, and shall have the same force and effect as though notice were handed to him personally.

STATE OF ARIZONA
County of Maricopa
On this the 25 day of January, 1967, before me, Norma Elliott, the undersigned officer, personally appeared Dale Ramsey, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.
IN WITNESS WHEREOF I hereunto set my hand and official seal.
Norma Elliott
(Notary Public)
My commission expires Sept. 12, 1970

OVERLAND MACHINED PRODUCTS, INC.
d/b/a Prescott Air Service

Mortgagee
BY: Dale Ramsey, Vice President



1967 JAN 30 11 50 AM

STATE OF ARIZONA
AFFIDAVIT OF MORTGAGOR

County Of **Maricopa**
Overland Machine Products, Inc.
dba Prescott Air Service



That he is the Mortgagor named in the foregoing mortgage; that said mortgage is made in good faith to secure the amount or amounts therein set forth, and without any design to delay or defraud any creditor or creditors of the Mortgagor.

Overland Machine Products, Inc.
dba Prescott Air Service

[Signature]
Purchaser's Signature **Vice President**



Subscribed and sworn to before me this **25th** day of **January** 19 **67**
My commission expires **My Commission Expires Sept 24, 1968**

[Signature]
Notary Public

STATE OF ARIZONA
AFFIDAVIT OF MORTGAGOR

County Of **Yavapai**
Joe W. Atkin

That he is the **Vice President and Manager of the First National Bank of Arizona**
(If corporation insert name of officer and name of corporation)
the within named mortgagee; that within named mortgagor is justly indebted to said mortgagee in the amount set forth in said mortgage; that said mortgage was executed to secure payment of same; that said mortgage is bona fide and made without any intent or design to defraud or delay creditors, and that the within instrument is either the original or an exact copy of the same.

Subscribed to and sworn before me this **30** day of **January** 19 **67**
My commission expires **My Commission Expires Aug 24, 1969**

[Signature]
Notary Public

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does hereby sell, assign, endorse and transfer to FIRST NATIONAL BANK OF ARIZONA, 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 FIRST NATIONAL BANK OF ARIZONA, 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 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 or for value that is less than its market value, was paid on or before delivery and that \$..... is the unpaid balance.

Dated this day of 19.....

By
Assignor (Dealer)

ASSIGNMENT WITH RECOURSE

FOR VALUE RECEIVED, the undersigned does hereby sell, assign, endorse and transfer with recourse to FIRST NATIONAL BANK OF ARIZONA, 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 FIRST NATIONAL BANK OF ARIZONA 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 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.

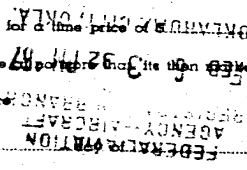
The liability of the undersigned shall not be affected by any settlement or extension of credit or variation of the terms of the said instruments effected with the purchaser or any other person interested, nor affected by any assignment hereof.

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 or for value that is less than its market value, was paid on or before delivery and that \$..... is the unpaid balance.

Dated this day of 19.....

By
Assignor (Dealer)



FORM FAA-500 (PART B) (8-55) FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION

NO ADDRESS OF APPLICANT (State as last shown on Part A of this form):
**Overland Machined Products dba
 Prescott Air Service
 Municipal Airport, Prescott Ariz.**

REGISTRATION MARKS:
N 4065W

AIRCRAFT MAKE AND MODEL:
PA-32 300

SERIAL NO:
32-40899

CHECK WHETHER OWNERSHIP IS
 CORPORATION PARTNERSHIP CO-OWNERSHIP INDIVIDUAL OWNER

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

SIGNATURE OF APPLICANT (IN INK) *Wale Ramsey*
 (If co-owner, all must sign)

DATE OF APPLICATION 1-30-67 TITLE V.P.

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

FORWARD THIS COPY TO OKLAHOMA CITY, OKLAHOMA — Retain Duplicate Copy.

FEB 9 1967

MICRO

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OKLAHOMA CITY, OKLA
FEB 6 3 32 PM '67
FEDERAL AVIATION
AGENCY AIRCRAFT
REGISTRATION BRANCH

FAA COPY

AIRCRAFT BILL OF SALE

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

For and in consideration of \$10.00 & OVC the undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL
Piper PA-32-300

MANUFACTURER'S SERIAL NUMBER
32-40099

NATIONALITY AND REGISTRATION MARKS
N4065W

does this 16th day of January 1967, hereby sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:

PURCHASER

NAME AND ADDRESS
(If individuals, give last name, first name, and middle initial)
Overland Machined Products, Inc.
d/b/a Prescott Air Service
Municipal Airport
Prescott, Arizona 86301

MICROFILM CODE

15
JC
FEB 9 12 20 PM '67
FEDERAL AVIATION
AGENCY
DOC. RECORDED

G 2 8 3 3 1

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED
IN FAVOR OF		

ALASKA TRANSPORTATION COMPANY
1311 AIRPORT BLVD., SAN JOSE, CALIFORNIA 95110

By: Frank J. Shelton

Title: Executive Vice President

ACKNOWLEDGMENT

State of Arizona
County of Maricopa

On this 16th day of January 19 67
before me personally appeared the above named seller,
to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.



My commission expires October 10, 1967

Ruth E. Johnson
NOTARY PUBLIC

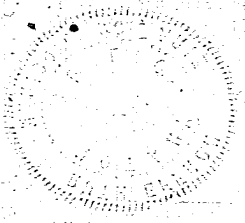
2700

FEB 11 1967

MICRO

RECORDED
INDEXED
SERIALIZED

FAA AIRCRAFT REGISTRY
WASHINGTON, D.C. 20515
AIRCRAFT REGISTRY SECTION
ATTENTION: AIRCRAFT REGISTRY SECTION
MAIL ROOM
MAIL STOP 100
WASHINGTON, D.C. 20515



FEB 5 3 32 PM '87
OCLAL
FEDERAL AVIATION
AGENCY: AIRCRAFT
REGISTRY SECTION

SOLD ON DEALER TAG
K 2 5 0 6 5

10
1-1

FORM ACA-500 (10-23-46) DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION PART C BILL OF SALE FOEM APPROVED BUDGET BUREAU NO. 41-7889

FOR AND IN CONSIDERATION OF \$ **1.00 & cwo DDC**, THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE **Piper PA-32-300** SERIAL NO. **32-40098 6** FAA REGISTRATION NO. **3H043W 07**

DOES THIS **17th** DAY OF **January** FEDERAL AGENCY HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER **Alaska Transportation Company DEALER**

ADDRESS OF PURCHASER (Street and number, city, zone and state) **1311 Airport Boulevard, San Jose, California 95110**

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE

IN FAVOR OF

IN TESTIMONY WHEREOF **we** HAVE SET **our** HAND AND SEAL THIS **17th** DAY OF **January**, 19 **67**

SIGNATURE OF SELLER *[Signature]*

TITLE OF SELLER **Manager-Cherokee Sales and Service**

FOR (Name of corporation, partnership) **Piper Aircraft Corporation**

ACKNOWLEDGMENT

STATE OF **Florida** COUNTY OF **Indian River**

ON THIS **17th** DAY OF **January**, 19 **67**

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 *[Signature]* Notary Public, State of Florida at Large My Commission Expires April 6, 1970 Bonded by Transamerica Insurance Co.

RETAINED BY PURCHASER - USE TYPEWRITER

SEAL

SEAL

READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 8-28-84

MICRO

GENERAL AVIATION
WINDYBUSH
DORSET COUNTY
VT

OKLAHOMA CITY, OKLA.
JAN 26 1 15 PM '87
REGISTRY
TARRANT