

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 4331X		SERIAL NUMBER 28-7625013	
MANUFACTURER PIPER		MODEL PA-28-140	
DATE OF ISSUANCE 11/07/2000	DATE OF EXPIRATION 10/31/2018	TYPE OF REGISTRATION CO-OWNERSHIP	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>PHILLIPS KEITH W</u> (Owner 2) <u>PHILLIPS RICHARD M</u> Note: Enter any additional owner names on page two. (Address) <u>7106 CLAUDE AVE</u> (Address) _____ City <u>INVER GROVE</u> State <u>MN</u> Zip <u>55076-2519</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) Electronically Certified by Registered Owners	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE 5/9/2015
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201505091308294538NB)

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 4331X	SERIAL NUMBER 28-7625013
MANUFACTURER PIPER	MODEL PA-28-140
DATE OF ISSUANCE 10/22/2012	DATE OF EXPIRATION 10/31/2015
TYPE OF REGISTRATION CO-OWNERSHIP	

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

(Owner 1) PHILLIPS KEITH W
 (Owner 2) PHILLIPS RICHARD M

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

(Address) 7106 CLAUDE AVE
 (Address) _____
 City INVER GROVE State MN Zip 55076-2519
 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 10/22/2012
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Fee paid: \$5 (201210220817359843NA)

26-1

2 6 9

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

CERT. ISSUE DATE

UNITED STATES
REGISTRATION NUMBER **N 4331 X**

AIRCRAFT MANUFACTURER & MODEL
PIPER PA28-140

NOV 07 2000

AIRCRAFT SERIAL No.
28-7625013

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

**PHILLIPS KEITH W
PHILLIPS RICHARD M**

TELEPHONE NUMBER: **(651) 455 3148**

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **7106 CLAUDE AVE E**

Rural Route:

P.O. Box:

CITY
INVER GROVE HTS

STATE
MN

ZIP CODE
55076

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

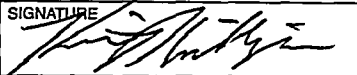

b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE 	TITLE	DATE
	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.

26

OKLAHOMA CITY
OKLAHOMA

00 OCT 17 A9:12

FILED WITH FAA
AIRCRAFT REGISTRATION SR

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

68

TT014016

25-1

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

UNITED STATES REGISTRATION NUMBER **N 4331 X**
AIRCRAFT MANUFACTURER & MODEL **PIPER PA28-140**
AIRCRAFT SERIAL No. **28-7625013**

CONVEYANCE
RECORDED

DOES THIS **28** DAY OF **SEPTEMBER 2000**
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

00 NOV 7 PM 5 06

Do Not Write In This Section
FOR FAA USE ONLY
ADMINISTRATION

PURCHASER

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

PHILLIPS KEITH W
PHILLIPS RICHARD M
7106 CLAUDE AVE
INVER GROVE HTS MN 55076

DEALER CERTIFICATE NUMBER

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

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

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Douglas C. McIntyre	<i>Douglas C. McIntyre</i>
	LaVern L. McIntyre	<i>LaVern L. McIntyre</i>	CO-OWNER

002901430066

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FEDERAL LAW, BUT MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

55.00 10/16/2000

ORIGINAL: TO FAA

OKLAHOMA
OKLAHOMA

00 OCT 17 A9:12

FILED WITH FAA
AIRCRAFT REGISTRATION BR

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION		24-1 CERT. ISSUE DATE U JUN 10 1985	
UNITED STATES REGISTRATION NUMBER N 4331 X 0000 0001 50			
AIRCRAFT MANUFACTURER & MODEL PA 28-140			
AIRCRAFT SERIAL No. 28-7625013		FOR FAA USE ONLY	
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input checked="" 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.) McIntyre, Douglas, C. CO-OWNER McIntyre, La Vern, L. CO-OWNER			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 12316 Villaburne Dr. Rural Route: _____ P. O. Box: _____			
CITY Burnsville	STATE Minnesota	ZIP CODE 55337	
<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 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 IN INK	SIGNATURE <i>Douglas C McIntyre</i>	TITLE CO-OWNER	DATE 5 May '85
	SIGNATURE <i>La Vern L McIntyre</i>	TITLE CO-OWNER	DATE 5 May '85
	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.			

X 1234
FAA-88-249
28-74-2013

OKLAHOMA CITY
OKLAHOMA
MAY 11 9 24 AM '85
AGREEMENT REGISTRY
FILED WITH FAA
SUNNYVALE

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE

23-1

FOR AND IN CONSIDERATION OF \$199,000.00 THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

000149

UNITED STATES
 REGISTRATION NUMBER **N 4331X**
 AIRCRAFT MANUFACTURER & MODEL
PA 28-140
 AIRCRAFT SERIAL No.
28-7625013

494043

DOES THIS **30th** DAY OF **March** 19**85**
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

CONFERENCE
 RECEIVED

Do Not Write In This Block
 FOR FAA USE ONLY

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
McIntyre, Douglas, C. CO-OWNER
McIntyre, LaVern, L. CO-OWNER

PURCHASER

PC M

DEALER CERTIFICATE NUMBER

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

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

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	Vernon H. Peterson	Vernon H. Peterson	Co-owner
	Frances G. Peterson	Frances G. Peterson	Co-owner

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

9:32 PM 4060 5.00 REG 0 255 A 05/17/85

ORIGINAL: TO FAA

23

FAA AIRCRAFT REGISTRY
 AIRCRAFT REGISTRY
 OMAHA, NEBRASKA

REGISTRATION NO. N12345
 MAKE AND MODEL: CESSNA 172
 SERIAL NO. 17200001
 TYPE: SINGLE ENGINE, LOW WING, FIXED GEAR

REGISTRATION DATE: 06/26/85
 EXPIRES: 06/26/86

REGISTRAR: JOHN D. SMITH
 ADDRESS: 1234 MAIN ST, OMAHA, NE 68102

REGISTRATION FEE: \$100.00
 SALES TAX: \$10.00
 TOTAL: \$110.00

REGISTRATION NO. N12345
 MAKE AND MODEL: CESSNA 172
 SERIAL NO. 17200001
 TYPE: SINGLE ENGINE, LOW WING, FIXED GEAR

REGISTRATION DATE: 06/26/85
 EXPIRES: 06/26/86

REGISTRAR: JOHN D. SMITH
 ADDRESS: 1234 MAIN ST, OMAHA, NE 68102

REGISTRATION FEE: \$100.00
 SALES TAX: \$10.00
 TOTAL: \$110.00

FILED WITH FAA
 AIRCRAFT REGISTRY
 OMAHA, NE
 JUN 11 9 24 AM '85

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

22-1

CERT. ISSUE DATE

UNITED STATES
REGISTRATION NUMBER **N 4331 X**
AIRCRAFT MANUFACTURER & MODEL
Boeing PA-28-140
AIRCRAFT SERIAL No. **2807625013**

W 072188

FOR FAA USE ONLY

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

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

Peterson, Vernon H.
Peterson, Frances G.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **1053 Luella St.**

Rural Route: P. O. Box:

CITY ST. PAUL	STATE MINN.	ZIP CODE 55119
-------------------------	-----------------------	--------------------------

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>Vernon H. Peterson</i>	TITLE Co-owner	DATE 4-27-83
	SIGNATURE <i>Frances G. Peterson</i>	TITLE Co-owner	DATE 4-27-83
	SIGNATURE	TITLE 8107 PM 5243	DATE 5:00 REG 255 A 05/19/83

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

22

[Faint, mostly illegible text and markings on a form, possibly including aircraft registration details.]

OKLAHOMA CITY
NOV 28 12 00 PM '83
AIRCRAFT REGISTRY

FORM APPROVED
 OMB NO. 04-00076

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$180,000.00 THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N 4331X**
 AIRCRAFT MANUFACTURER & MODEL **PIPER PA28-140**
 AIRCRAFT SERIAL No.

FEDERAL AVIATION ADMINISTRATION

APR 21 7 51 AM '83

CONVEYANCE RECORDED

21-1
 232672

DOES THIS 27 DAY OF APRIL 1983
 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block FOR FAA USE ONLY

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
 Peterson, VERNON H.
 Peterson, FRANCIS G.

PURCHASER

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS 27 DAY OF APR, 1983

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK, IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	ROBERTA E. WRIGHT	<i>Roberta E. Wright</i>	OWNER

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

ORIGINAL: TO FAA

21

[Faint, mostly illegible text and markings on a grid background]

OKLAHOMA CITY
MAY 13 2 13 PM '83
FILED WITH FAA
AIRCRAFT REGISTRY
CONVEYANCE

COMMERCIAL CREDIT EQUIPMENT CORP. 20-1

Aircraft Security Agreement 1760 May 22, 1981
 DATE

BUYER: Roberta E. Wright
 PRINT NAME OF CUSTOMER OR CUSTOMERS

SELLER: Thunderbird Aviation, Inc.
 ADDRESS, TOWN, STATE, AND ZIP CODE OF CUSTOMER OR CUSTOMERS

SELLER: 5100 Eden Ave., Minneapolis, MN 55436
 SELLER'S TOWN, STATE AND ZIP CODE

Above Seller hereby sells, and undersigned Buyer, having been quoted both a time and a cash price, hereby purchases from the above Seller, on the terms and conditions set forth below AND ON THE REVERSE HEREOF, the following aircraft and all accessories listed below (herein collectively called "aircraft") in its present condition, delivery and acceptance of which Buyer hereby acknowledges:

YEAR MANUFACTURED	NEW OR USED	MANUFACTURER OF AIRCRAFT	MODEL NO.	SERIAL NO.
1976	Used	Piper	PA28-140	28-7625013
MANUFACTURER OF ENGINE(S)		ENGINE SERIAL NUMBER(S)		FAA NO. OF AIRCRAFT
Lycoming				N 4331 X

DESCRIBE AVIONICS (ACCESSORIES) OR ATTACH LISTING

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

I. Total Cash Del. Price	\$ 15,500.00
Down Payment:	
Cash \$ 3,100.00	
Trade-in \$	
2. Total Down Payment	12,400.00
3. Unpaid Cash Sale Price (1 - 2)	25.00
4. Title & Recording Fees	12,425.00
5. Principal Balance (3 + 4)	
6. Finance Charge (Time Price Differential)	
a. On Principal Bal. \$ 6607.60	
b. On Insurance \$ -0-	
Total Fin. Chg. (a + b)	6,607.60
7. Insurance Premium, if any	-0-
8. Total Time Balance (5 + 6 + 7)	19,032.60

Buyer promises to pay Time Balance as follows: 60 equal successive monthly installments of \$ 317.21
 each on the 22 day of each month commencing June 19 81 and every month thereafter except the final payment which is to be the amount then due. *If no date is inserted in blank, the first installment is payable one month from date of contract. Or payable in unequal payments as follows:

DELINQUENCY CHARGES: Buyer agrees to pay a delinquency charge on each installment in default more than 10 days in such dollar amount, or at such rate, as is permitted by law; or in lieu thereof, and if permitted by law, interest after maturity at the highest legal contract rate; plus all expenses and court costs, including such attorneys' fees as may be allowed by law if said attorney is not a salaried employee of Seller.

PREPAYMENT REBATE: Upon prepayment or acceleration due to default hereunder, Buyer is entitled to a rebate of the FINANCE CHARGE (item 6 above) computed in accordance with the Rule of 78's.

EXCLUSION OF WARRANTIES. Seller makes no representations, promises, statements or warranties, expressed or implied, with respect to the merchantability, suitability or fitness for purpose of said aircraft or otherwise, unless endorsed hereon in writing.

DATE AIRCRAFT DELIVERED 5-22-81

Buyer acknowledges receipt of an exact copy of this agreement signed by the Seller on the day and date first above written.

Accepted by:
 SELLER: Thunderbird Aviation, Inc. (SEAL)
 Name or Signature of Seller

BUYER: Roberta E. Wright (SEAL)
 Signature of Individual or Partner, or Name of Corporation

By [Signature] (SEAL)
 Signature of Owner, Officer or Partner

By _____ (SEAL)
 Signature of Individual or Partner, or Signature of Corporate Officer

FILED
AIRCRAFT
JUN 1 3 38 PM '85

AIRCRAFT SECURITY AGREEMENT (continued)

Buyer Agrees as follows:

1. Buyer hereby grants to Seller, and agrees that Seller shall have a security interest in Aircraft and any proceeds therefrom or from any insurance coverage required hereunder, until all sums due under this Agreement are fully paid in cash; Seller shall have all of the rights and remedies of a Secured Party under the Uniform Commercial Code.
2. This Agreement may be assigned by Seller, and when assigned, all rights of Seller shall vest in its Assignee, and, unless otherwise provided by law, this Agreement shall be free from any claims or defenses whatsoever which Buyer may have against Seller.
3. Aircraft will be used at all times in accordance with the laws, rules, regulations and ordinances of the United States, the several states and municipalities thereof, and any other sovereign jurisdictions in which Aircraft may be used; Aircraft will be used only for the purposes and in the manner set forth in the insurance covering said Aircraft; Aircraft will be operated at all times by a currently certified pilot having the minimum total pilot hours required by such insurance; and Aircraft will at all times be maintained in an air-worthy condition necessary for Aircraft licenses under the laws, ordinances, rules and regulations of the United States, the several states and municipalities thereof, and any other sovereign jurisdictions in which Aircraft shall be at any time operated.
4. The home airport of the Aircraft shall be as identified in the Aircraft Credit Statement executed by Buyer of even date herewith, Said home airport will not be changed nor will Aircraft be removed from the Continental United States for a period exceeding 30 days without the prior written consent of Seller.
5. Buyer will not use or permit Aircraft to be used contrary to any laws relating to intoxicating liquors, narcotics, or similar products, and shall conform with all laws governing Aircraft.
6. Aircraft will be kept in good repair and Buyer will not permit the same to be damaged or injured, and will not sell, assign or dispose of Aircraft or any interest therein, or any part thereof, including any equipment or accessories; Aircraft will not be leased or rented except with the prior written consent of Seller; and Buyer will not suffer or permit any lien, encumbrance or charge of any character whatsoever upon or against Aircraft except this Security Agreement, and will pay or cause to be paid all taxes that may be levied against the Aircraft.
7. Buyer will obtain at its own expense and keep in force, so long as any indebtedness is owing hereunder, such insurance on the Aircraft and such other insurance as Seller may require, written by a company or companies, and insuring against such hazards and in such amounts and in form as are acceptable to Seller, and such policy or policies with premium receipts therefor shall be delivered to Seller, and the policy or policies shall, by endorsement acceptable to Seller, provide that losses thereunder shall be first payable to Seller as its interest may appear, and Buyer hereby assigns to Seller the proceeds of all such insurance (including any refund or premium) to the extent of the indebtedness secured hereby, directs the insurer to make payments of any losses or refunds directly to Seller, and appoints Seller as Attorney-in-Fact to endorse any draft, check or other form of payment made by the insurer.
8. No transfer, renewal, extension or assignment of this Agreement or any interest thereunder, or loss, damage, injury or destruction of Aircraft shall release Buyer from its obligations hereunder.
9. All payments or other monies owing hereunder shall be paid by Buyer to Seller or Seller's Assignee without recoupment, set-off or counterclaim, either at law or in equity, and any payments otherwise made shall be at the risk of Buyer if not received by Seller or Seller's Assignee.
10. Buyer will at all times be liable to and indemnify and save harmless Seller from and against any and all claims and liabilities on account of death, bodily injury or property damage occasioned by the use or ownership of Aircraft.
11. At the request of Seller, Buyer will join Seller in executing any additional documents needed to properly register Aircraft with the FAA.
12. Buyer shall be in default under this Agreement upon the happening of any of the following events or conditions:
 - a. Default in the payment of or compliance with any term, condition, obligation, covenant or liability contained or referred to herein, or any Note evidencing the same;
 - b. Any warranty, representation or statement made or furnished to Seller by or on behalf of Buyer proves to have been false in any material respect when made or furnished;
 - c. The appointment of a receiver for Buyer, or if Buyer makes an assignment for benefit of creditors, or in the event that proceedings under the Bankruptcy Act or any amendment thereof, be instituted by or against Buyer;
 - d. Loss, theft, damage, destruction, sale or encumbrance to or of Aircraft or the making of any levy, seizure or attachment thereof or thereon;
 - e. Any insurance company cancels, as to Buyer, any policy of insurance against any of the hazards required to be insured against;
 - f. Death, dissolution, termination of existence, insolvency, business failure of Buyer;
 - g. If Seller at any time should have reasonable cause to deem itself insecure.
13. In the event of default, the full amount of the Time Balance then unpaid hereunder shall become immediately due and payable without notice (upon payment Buyer shall be entitled to a rebate of the unearned FINANCE CHARGE computed according to the Rule of 78's) and Seller or its agent or any sheriff or other officer of the law may:
 - a. Collect the same by suit or otherwise;
 - b. Retake possession of Aircraft with or without process of law, and for this purpose may enter any premises in a lawful manner where Aircraft may be found and remove same, and sell Aircraft either at public or private sale, after giving notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made, and at any such public sale the Seller may purchase Aircraft. Such sale may be conducted with or without having Aircraft at place of sale. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Buyer shown at the beginning of this contract, at least five (5) days before the time of sale or disposition. Seller may apply the proceeds of said sale, after first deducting all reasonable expenses and charges of obtaining possession of Aircraft, or reconditioning the same and of said sale, including reasonable attorney's fees, to the amount unpaid hereunder, and any surplus shall be paid to, and any deficiency shall be paid by the Buyer, including any reasonable attorney's fees and court costs incurred in the recovery of such deficiency. While repossessing Aircraft, or removing it from a place of repossession to a place of storage and/or sale, Seller may, if permitted by law, use any of Buyer's licenses in respect to Aircraft.
14. Time is of the essence of this Agreement. Acceptance of any payments after maturity, or acceptance of a partial payment, or waiver or condonation of any other breach or default, shall not constitute a waiver of any other or subsequent breach or default or prevent Seller or its assigns from immediately pursuing any or all of its remedies. Seller shall have the right to enforce one or more remedies hereunder successfully or concurrently and such action shall not estop or prevent Seller from pursuing any further remedy which he may have hereunder. All notices required to be given Buyer shall be properly given if mailed to Buyer's address shown on the face hereof.
15. This Agreement constitutes the entire contract between the parties, and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Any provision of this Agreement prohibited by law or any state shall, as to said state, be ineffective to the extent of such prohibition, without invalidating the remaining provisions of the Agreement.

ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby sells, assigns and transfers to COMMERCIAL CREDIT EQUIPMENT CORP., at its address appearing below, its successors and assigns, the within Agreement.

The address of Commercial Credit Equipment Corp. is:

7840 Computer Ave.
Bloomington, MN 55435

Thunderbirds Aviation, Inc.
Seller's Name

by Apthorpe PRESIDENT (Seal)
Signature of Owner, Officer or Partner

FORM APPROVED OMB NO. 06-R0076

19-1

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

UNITED STATES REGISTRATION NUMBER: **43001758**

AIRCRAFT MANUFACTURER & MODEL: **Piper PA28-140**

AIRCRAFT SERIAL No.: **28-7625013**

CERT. ISSUE DATE: **082681**

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **5948 Wyngate Lane**

Rural Route: _____ P. O. Box: _____

CITY Minnetonka	STATE Minnesota	ZIP CODE 55343
---------------------------	---------------------------	--------------------------

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

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

CERTIFICATION

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

CCFC

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>Roberta E Wright</i>	TITLE Owner	DATE 5/22/81
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

AC FORM 8050-1 (8-78) (0082-00-828-9004)

19

02410000

[Faint, mostly illegible text from the reverse side of the document is visible through the paper.]

OKLAHOMA CITY, OKLAHOMA

JUN 1 1 33 PM '81

FILED WITH FAA

AIRCRAFT REGISTRY

CONTRACT

FORM APPROVED
 OMB NO. 06-R0076
 UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY. 18-1

AIRCRAFT OF 010 0 SALE 7 5 9
 FOR AND IN CONSIDERATION OF \$1.00 & OVER, THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
 BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
 FOLLOWS:
 AIRCRAFT MAKE AND MODEL
 Piper PA28-140
 MANUFACTURER'S SERIAL NUMBER
 28-7625013
 NATIONALITY & REGISTRATION MARKS
 N4331X
 DOES THIS 22 DAY OF May 19 81
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
 PURCHASER
 Wright, Roberta E.
 5948 Wyngate Lane
 Minnetonka, MN 55343

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)
		Thunderbird Aviation, 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

AUG 26 9 23 AM '81

CONVERSION
 REGISTERED

A 0 8 6 4 4

FORM APPROVED
 OMB NO. 04-00074

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT CRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N 43317**
 AIRCRAFT MANUFACTURER & MODEL **PIPEC PA-28-140**
 AIRCRAFT SERIAL No. **28-7625013**

DOES THIS **22ND** DAY OF **MAY** 19**81**

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

RECEIVED
 04
 AUG 26 9 29 AM '81
 CONVERSION
 RECORDED

17-1
 A08643

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.)
THUNDERBIRD AVIATION, INC.
5100 EDEN AVE.
MINNEAPOLIS, MN. 55436

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS **22ND** DAY OF **MAY** 19**81**

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		THUNDERBIRD AIRCRAFT Co.	<i>Allen A. Lauer</i>

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

ORIGINAL: TO FAA

17

A. G. ...

OKLAHOMA CITY
OCT 21 11 05 AM '84
FILED WITH FAA
AIRCRAFT REGISTRY

16-1

000001761

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

THUNDERBIRD AIRCRAFT CO.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

NORTHWESTERN NATIONAL Bank
800 HENNEPIN Ave
MINNEAPOLIS, MN 55403

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE
RECORDED
JUL 9 10 06 AM '81
FEDERAL AVIATION
ADMINISTRATION

H30083

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER N4331X	AIRCRAFT SERIAL NUMBER 28-7625013	AIRCRAFT MFR. (BUILDER) and MODEL PIPER PA 28-140
-----------------------------------	--------------------------------------	--

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S) 00176
-----------------------	----------------------------------

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)
--------------------------	----------------------------

THE SECURITY CONVEYANCE DATED 7-30-80 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 5-20-81 AS CONVEYANCE NUMBER 005227

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: May 26, 1981
Lincoln Office, N. W. National Bank of Mpls.

(Name of security holder)
SIGNATURE (in ink) [Signature]
TITLE Real Estate Officer

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

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

10000000

10000000

10000000

UNITED STATES DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRCRAFT REGISTRY

REGISTRATION NUMBER: *10000000*

TYPE: *10000000*

MODEL: *10000000*

YEAR: *10000000*

OWNER: *10000000*

REGISTRATION DATE: *10000000*

REGISTRATION NUMBER: *10000000*

TYPE: *10000000*

MODEL: *10000000*

YEAR: *10000000*

OWNER: *10000000*

REGISTRATION DATE: *10000000*

REGISTRATION NUMBER: *10000000*

TYPE: *10000000*

MODEL: *10000000*

YEAR: *10000000*

OWNER: *10000000*

REGISTRATION DATE: *10000000*

FILED WITH FAA
 AIRCRAFT REGISTRY
 JUN 1 1 33 PM '81
 OKLAHOMA CITY
 OKLAHOMA

15-1

CHattel Mortgage and Security Agreement 0 6 June 306, 19 80

DEBTOR (Mortgagor)	Thunderbird Aircraft Co.	SECURED PARTY (Mortgagee)	Northwestern National Bank
	Number and Street		Lincoln Office
	City, State and Zip Code		800 Hennepin Avenue Minneapolis, Mn. 55403
	5100 Eden Avenue		
	Minneapolis, Mn. 55436		

1. SECURITY INTEREST; OBLIGATIONS SECURED. Debtor hereby grants a security interest in the property described in No. 2 (herein called "Collateral") to Secured Party to secure payment of all indebtedness and obligations of Debtor to Secured Party, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, whether several, joint or joint and several (herein called "Liabilities"). Debtor shall have the right to the possession and use of the Collateral in any lawful manner not inconsistent with this agreement or with the terms and conditions of any insurance policy thereon until default hereunder.

2. DESCRIPTION OF COLLATERAL

Year	Make	Type of Unit	Model	Motor No.	Serial No.
1976	Piper Cruiser	-	N-4331X	28-7625013	

SEE RECORDED
 CONVEYANCE
 NUMBER H30083

MINN
 CONVEYANCE
 RECORD
 ADMINISTRATION
 20 1 54 PM '81

005227

together with all accessories, attachments, parts, equipment, accessories and repairs now or hereafter affixed or used in connection therewith and all substitutions and replacements thereof.

3. REPRESENTATIONS, COVENANTS AND WARRANTIES OF DEBTOR. Debtor represents, covenants and warrants that: (Check or fill in where applicable)
 (a) Title, Encumbrance. Debtor has, or forthwith will acquire, title to the Collateral free of all liens and encumbrances; no financing statement covering any of the Collateral is on file in any public office; and if Debtor is a corporation, the articles of incorporation do not prohibit the security interest granted herein and the execution of this agreement will not violate any law or agreement to which it is a party.
 (b) Status of Debtor. Debtor is an individual, partnership, corporation or other business organization, and if Debtor is an individual, the address of Debtor's residence is _____, or, if left blank, is that shown at the beginning of this agreement.
 (c) Use of Collateral. The Collateral will be used primarily for: personal, family or household purposes; farming operations; business purposes.
 (d) Proceeds of Loan; Purchase Money. If checked here , the proceeds of a loan from the Secured Party will be used by Debtor to acquire the Collateral, and Secured Party may, at its option, disburse such proceeds directly to the seller of the Collateral and/or to the insurance agent or broker for insurance thereon.
 (e) Location of Collateral.
 (1) Fixtures. If the Collateral is to be attached to real estate, the legal description of the real estate is:

and the name and address of the record owner of the real estate, if other than Debtor, is: _____ of _____

(2) Collateral Used in More Than One State. If the Collateral is used primarily for business and is of a type normally used in more than one state (automotive equipment, rolling stock, airplanes, road building equipment, commercial harvesting equipment, construction machinery and the like), the chief place of business of Debtor is _____, or if left blank, is that shown at the beginning of this agreement.

(f) Other Places of Business. If the Collateral is bought or will be used primarily for non-farm use, the address shown at the beginning of this agreement is Debtor's place of business in this State and Debtor has no place of business in any other county of this State except (if none write "NONE")
 _____ (City) _____ (County) _____ (City) _____ (County)

(g) Changes of Address. Debtor will immediately notify Secured Party of any change in Debtor's addresses.
 (h) Motor Vehicles. If any of the Collateral is motor vehicles, Debtor will cause a certificate of title evidencing ownership of each vehicle to be endorsed to show Secured Party's security interest in all states where such endorsements are required or permitted.

This Agreement is subject to the terms and conditions on the reverse side hereof all of which are made a part hereof.

NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS	THUNDERBIRD AIRCRAFT CO.
Name of Secured Party	Debtor's (Mortgagor's) Name
By <i>[Signature]</i>	By <i>Allen D. Lower - Sec</i>
To be signed by Secured Party if agreement to be filed	By _____

5.00 REC
 1 00/07/80

Witness-Secretary if Corporate Debtor _____ (Corporate Seal)

01000000

CONDITIONS AND AGREEMENTS FORMING PART OF CHATTEL MORTGAGE AND SECURITY AGREEMENT, ON THE REVERSE SIDE HEREOF

4. PRESERVATION AND CARE OF COLLATERAL. Debtor covenants and agrees that Debtor (i) will keep the Collateral in first class order, repair and running condition, will replace any worn, broken or defective parts and will house the Collateral in suitable shelter; (ii) will promptly pay all taxes levied or assessed against the Collateral and will keep the Collateral free and clear of all liens, attachments and encumbrances; (iii) will allow Secured Party and its representatives free access to the Collateral at all reasonable times for the purpose of inspection; (iv) will promptly notify Secured Party in writing of any loss or damage to the Collateral; (v) will keep the Collateral insured by responsible companies against loss by theft and fire and against such other perils as is usually carried by owners of similar properties or as may be required by Secured Party; (vi) will indemnify Secured Party against Secured Party, in such amounts and payable in such manner as shall be satisfactory to Secured Party; (vii) will reimburse Secured Party upon demand for all expenses incurred in connection with perfecting the security interest granted herein by the satisfaction thereof; (viii) will not abandon the Collateral; (ix) will not sell, assign, lease, mortgage or otherwise dispose of any interest in the Collateral without first obtaining the written consent of Secured Party; (x) will not use or permit the Collateral to be used for any unlawful purpose or in violation of any federal, state or municipal law, statute or ordinance or for hire; and (xi) will not permit the Collateral to become a part of or to be affixed to any real property of any person without first making arrangements satisfactory to Secured Party to protect its security interests. If Debtor fails to observe or perform any covenant or agreement contained in this paragraph, which failure is not remedied by Debtor within 10 days after written notice thereof, Secured Party may, in addition to any other remedy, take whatever action may be necessary to remedy such failure, and should such action require the expenditure of moneys to protect and preserve Secured Party's interest in the Collateral (including but not limited to payment of insurance premiums, repairs, storage, transportation, removal of liens, etc), then the amount of such expenditure shall become forthwith due and payable by Debtor with interest at the rate of 7% per annum. If Secured Party takes any action authorized hereunder, Secured Party shall not be liable to Debtor for damages as a result of delays, temporary withdrawals of the Collateral from service or other causes.

5. ASSIGNMENT OF INSURANCE PROCEEDS. Debtor hereby assigns to Secured Party any and all moneys (including, but not limited to, proceeds of insurance and return of unearned premiums) which may become due under any policy insuring the Collateral against any loss or damage and directs the insurance company issuing such policy to make payment thereof directly to Secured Party. Secured Party may, at its option, apply any insurance moneys so received to the cost of repairs to the Collateral and/or to payment of any of the Liabilities. In any order the Secured Party may determine, whether or not due, and shall remit any surplus to Debtor. Debtor irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full power of substitution, to receive all such moneys, to execute proofs of claim, to endorse drafts, checks and other instrument for the payment of money payable to Debtor in payment of such insurance moneys, to adjust and compromise any claim, to execute releases, to cancel any insurance policy covering the Collateral when such policy is not required to protect Debtor's or Secured Party's interest and to do all other acts and things that may be necessary or required to carry into effect the powers herein granted.

6. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute a default, as such term is used herein: (i) failure to pay, when due, any amount payable on any of the Liabilities; (ii) if any statement, representation or warranty made herein or in any related credit application, or in any supporting financial statement, by or on behalf of Debtor, shall be false or breached in any material respect; (iii) failure to observe or perform any other covenant or agreement herein or in any of the Liabilities; (iv) death of any Debtor who is a natural person or of any partner of Debtor, which is a partnership or of any guarantor or indorser of the Liabilities; (v) should Debtor, or any of them if more than one, or any such guarantor or indorser, become insolvent (however evidenced) or commit any act of bankruptcy or make a general assignment for the benefit of creditors, or if any proceeding is instituted by or against any of them for any relief under any bankruptcy or insolvency laws, or if a receiver is appointed of, or a writ or order of attachment or garnishment is made or issued, or if any proceeding or procedure is commenced or any remedy supplementary to or in enforcement of a judgment is employed against, or with respect to any property of, any of them; (vi) termination or suspension of the transaction of the usual business of Debtor; or (vii) should the Collateral be substantially damaged or destroyed or should Secured Party deem the Collateral unsafe or at any risk.

7. REMEDIES ON DEFAULT. Debtor agrees that whenever a default shall be existing Secured Party shall have the following rights and remedies to the extent permitted by applicable law: (i) to declare all Liabilities due and payable, at the option of Secured Party, without notice or demand; (ii) to enter the foregoing premises or such place or places where any of the Collateral may be located and take and carry away the same, by any of its representatives, with or without legal process, to Secured Party's place of storage; (iii) to sell the Collateral at public or private sale, whether or not the Collateral is present at such sale and whether or not the Collateral is in constructive possession of Secured Party or the person conducting the sale, in one or more sales, as an entirety or in parcels, for the best price that Secured Party can obtain and upon such terms as Secured Party may deem desirable; (iv) to be the purchaser at any such sale; (v) to require Debtor to pay all expenses of such sale, taking, keeping and storage of the Collateral, including reasonable attorneys' fees and legal expenses; (vi) to apply the proceeds of such sale to all expenses in connection with the taking and sale of the Collateral, and any balance of such proceeds toward the payment of the Liabilities in such order of application as Secured Party may from time to time elect; (vii) to require Debtor to assemble the Collateral upon Secured Party's demand, at Debtor's expense, and make it available to Secured Party at a place designated by Secured Party which is reasonable convenient to both parties; and (viii) to exercise any one or more rights or remedies accorded by the Uniform Commercial Code. If the proceeds of any such sale are insufficient to pay the expenses, as aforesaid, and the Liabilities, the Debtor agrees to pay any deficiency to Secured Party upon demand, and if such proceeds are more than sufficient to pay such expenses and Liabilities, Secured Party agrees to pay the surplus to Debtor.

8. OTHER PERSONAL PROPERTY. If at the time of repossession any of the Collateral contains other personal property not included in the Collateral, Secured Party may take such personal property into custody and store it at the risk and expense of Debtor. Debtor agrees to notify Secured Party within 48 hours after repossession of the Collateral of any such other personal property claimed, and that failure to do so will release Secured Party or representatives from any liability for loss or damage thereto.

9. FINANCING STATEMENT. At request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party.

10. MISCELLANEOUS. This agreement is in addition to and not in limitation of any other rights and remedies. Secured Party may have by virtue of any other instrument or agreement heretofore, contemporaneously herewith or hereafter executed by Debtor, or by law or otherwise. If any provision of this agreement is contrary to applicable law, such provision shall be deemed ineffective without invalidating the remaining provisions hereof. If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provision shall be considered amended to conform thereto. Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder. A waiver by Secured Party of any right or remedy hereunder on any one occasion, shall not be construed as a bar to or waiver of any such right or remedy which Secured Party would have had on any future occasion, nor shall Secured Party be liable for exercising or failing to exercise any such right or remedy. Any demand upon or notice to Debtor by Secured Party which is required hereby or otherwise may be sent to Debtor by ordinary mail, postage prepaid, to the address shown at the beginning of this agreement, and if so mailed shall be deemed reasonable and proper demand upon or notice to Debtor. If this agreement is signed by two or more parties as Debtor, it shall be the joint and several obligation of such parties.

OKLAHOMA CITY
OCT 30 10 42 AM '84
FILED WITH FAA
AIRCRAFT REGISTRY
CONVEYANCE

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

14-1

UNITED STATES
 REGISTRATION NUMBER **N 4331Z**
 AIRCRAFT MANUFACTURER & MODEL
PIPER PA28-140
 AIRCRAFT SERIAL No.
28-7625013

CERT. ISSUE DATE
092081
 FOR FAA USE ONLY

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

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

ADDRESS (Permanent mailing address for first applicant listed.)
 Number and street: **5100 EDEN AVENUE**
 Rural Route: _____ P. O. Box: _____

CITY STATE ZIP CODE
MINNEAPOLIS, MINNESOTA 55436

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

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

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>Walter P. Lauer</i>	SECRETARY	12/17/81

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

14

10000000

[Faint, mostly illegible text and markings on the document]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

OKLAHOMA CITY
 FEB 24 3 54 PM '81
 FILED WITH FAA
 AIRCRAFT REGISTRY

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 AIRCRAFT BILL OF SALE

13-1

FOR AND IN CONSIDERATION OF \$*1,000.00* THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER *N-4331Z*
 AIRCRAFT MANUFACTURER & MODEL
PIPER PA28-140
 AIRCRAFT SERIAL No.
28-7625013

DOES THIS *17TH* DAY OF *FEB* 19*81*
 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)

*THUNDERBIRD AIRCRAFT CO.
 5100 EDEN AVENUE
 MINNEAPOLIS, MN. 55426*

*RECORDED
 CONVEYANCE
 MARCH 20 1 54 PM '81
 REGISTRATION
 DIVISION*

05226

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS *17TH* DAY OF *FEB 1981*

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		<i>EQUITY LEASING CORPORATION</i>	<i>Allen A. Lauer</i>

NMB

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

ORIGINAL: TO FAA

5.00 1
255 1 02/24/81

FORM APPROVED
 UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY. 12-1

AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL
Piper PA28-140
 MANUFACTURER'S SERIAL NUMBER
28-7625013
 NATIONALITY & REGISTRATION MARKS
N-4331X

DOES THIS 21st DAY OF Dec. 19 77
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER
 NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
Equity Leasing Corporation
5100 Eden Avenue
Minneapolis, MN 55436

MAR 0 1 5 11 PM '81
 FEDERAL AVIATION
 ADMINISTRATION
 CONVEYANCE
 RECORDING

005225

AND TO OUR 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 21 DAY OF Dec 19 77

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)
		<u>John R. Hendrickson, Sr.</u>	<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

08050000 12

AIRCRAFT FILE OF BASE
FOR AND TO BE MAINTAINED BY THE
REGISTERED OWNER OF THE AIRCRAFT
RECORDS OF THE AIRCRAFT REGISTERED
FOLLOW:
AIRCRAFT MAKE & MODEL
TYPE
YEAR OF MANUFACTURE
SERIAL NUMBER
REGISTRATION NUMBER
OWNER'S NAME
ADDRESS
CITY
STATE
ZIP

FAA AIRCRAFT REGISTRY
Oklahoma City, Oklahoma

ACKNOWLEDGEMENT OF RECEIPT
BY LOCAL OFFICE OF THE REGISTER

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
FEB 24 3 54 PM '81
OKLAHOMA CITY
OKLAHOMA

ORIGINAL TO FAA

11-1

000000737

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED:
OMB No. 04-R0169

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Hendrickson, John R.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

*Lincoln Office
Northwestern Nat. Bank
800 Hennepin Ave.
Minneapolis, Mn. 55403.*

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE
RECORDED
JAN 26 8 58 AM '78
FEDERAL AVIATION
ADMINISTRATION

M 157227

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER <i>4331X</i>	AIRCRAFT SERIAL NUMBER <i>28-7625013</i>	AIRCRAFT MFR. (BUILDER) and MODEL <i>Dupon PA-28-140</i>
ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)	
PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)	

THE SECURITY CONVEYANCE DATED *2/25/77* COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON *3/15/77* AS CONVEYANCE NUMBER *0160102*

B. Brown
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: *DEC 22 1977*
LINCOLN OFFICE
NORTHWESTERN NAT. BANK OF MINNAPOLIS
(Name of security holder)
SIGNATURE (in ink) *[Signature]*
TITLE *C.R.O.*

(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).

11

XXXXXXXXXX

MISSA

COMMUNICATION
MONTANA
87 10 30 18

APPROVED FOR THE REGISTERED OWNER BY THE REGISTERED OWNER OR AN AUTHORIZED REPRESENTATIVE OF THE REGISTERED OWNER. SIGNATURE OF REGISTERED OWNER OR AUTHORIZED REPRESENTATIVE: *[Handwritten Signature]*

APPROVED FOR THE REGISTERED OWNER BY THE REGISTERED OWNER OR AN AUTHORIZED REPRESENTATIVE OF THE REGISTERED OWNER. SIGNATURE OF REGISTERED OWNER OR AUTHORIZED REPRESENTATIVE: *[Handwritten Signature]*

APPROVED FOR THE REGISTERED OWNER BY THE REGISTERED OWNER OR AN AUTHORIZED REPRESENTATIVE OF THE REGISTERED OWNER. SIGNATURE OF REGISTERED OWNER OR AUTHORIZED REPRESENTATIVE: *[Handwritten Signature]*

APPROVED FOR THE REGISTERED OWNER BY THE REGISTERED OWNER OR AN AUTHORIZED REPRESENTATIVE OF THE REGISTERED OWNER. SIGNATURE OF REGISTERED OWNER OR AUTHORIZED REPRESENTATIVE: *[Handwritten Signature]*

APPROVED FOR THE REGISTERED OWNER BY THE REGISTERED OWNER OR AN AUTHORIZED REPRESENTATIVE OF THE REGISTERED OWNER. SIGNATURE OF REGISTERED OWNER OR AUTHORIZED REPRESENTATIVE: *[Handwritten Signature]*

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JAN 10 11 21 AM '78
OKLAHOMA CITY, OKLA.

CHattel Mortgage and Security Agreement *FEBRUARY 25, 1977*

C160102

DEBTOR (Mortgagor)	<i>John R. Hendrickson</i>	SECURED PARTY (Mortgagee)	<i>Lincoln Office Northwestern National Bank</i>
Number and Street	<i>5100 Eden Avenue #106</i>	Number and Street	<i>800 Hennepin Avenue</i>
City, State and Zip Code	<i>Minneapolis, Mn. 55436</i>	City, State and Zip Code	<i>Minneapolis, Mn. 55403</i>

1. SECURITY INTEREST; OBLIGATIONS SECURED. Debtor hereby grants a security interest in the property described in No. 2 (herein called "Collateral") to Secured Party to secure payment of all indebtedness and obligations of Debtor to Secured Party, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, whether several or joint and several (herein called "Liabilities"). Debtor shall have the right to the possession and use of the Collateral until the full amount of indebtedness is paid in full, consistent with this agreement or with the terms and conditions of any insurance policy thereon until default hereunder.

2. DESCRIPTION OF COLLATERAL

Year	Make	Type of Unit	Model	Motor No.	Serial No.
<i>1976</i>	<i>Piper Cruiser (Aircraft)</i>	<i>N-433IX</i>	<i>PA28-140</i>		<i>28-7625013</i>

together with all accessories, attachments, parts, equipment, accessories and repairs now or hereafter affixed or used in connection therewith and all substitutions and replacements thereof.

3. REPRESENTATIONS, COVENANTS AND WARRANTIES OF DEBTOR. Debtor represents, covenants and warrants that: (Check or fill in where applicable)
 (a) Title. Encumbrance. Debtor has, or forthwith will acquire, title to the Collateral free of all liens and encumbrances; no financing statement covering any of the Collateral is on file in any public office; and if Debtor is a corporation, the articles of incorporation do not prohibit the security interest granted herein and the execution of this agreement will not violate any law or agreement to which it is a party.
 (b) Status of Debtor. Debtor is an individual, partnership, corporation or other business organization, and if Debtor is an individual, the address of Debtor's residence is _____, or, if left blank, is that shown at the beginning of this agreement.
 (c) Use of Collateral. The Collateral will be used primarily for: personal, family or household purposes; farming operations; business purposes.
 (d) Proceeds of Loan; Purchase Money. If checked here , the proceeds of a loan from the Secured Party will be used by Debtor to acquire the Collateral, and Secured Party may, at its option, disburse such proceeds directly to the seller of the Collateral and/or to the insurance agent or broker for insurance thereon.
 (e) Location of Collateral.
 (1) Fixtures. If the Collateral is to be attached to real estate, the legal description of the real estate is: _____

and the name and address of the record owner of the real estate, if other than Debtor, is: _____ of _____

(2) Collateral Used in More Than One State. If the Collateral is used primarily for business and is of a type normally used in more than one state (automotive equipment, rolling stock, airplanes, road building equipment, commercial harvesting equipment, construction machinery and the like), the chief place of business of Debtor is _____, or if left blank, is that shown at the beginning of this agreement.

(f) Other Places of Business. If the Collateral is bought or will be used primarily for non-farm use, the address shown at the beginning of this agreement is Debtor's place of business in this State and Debtor has no place of business in any other county of this State except (if none write "NONE") *Flying Cloud Airport*
 _____ (City) _____ (County) _____ (City) _____ (County)

(g) Changes of Address. Debtor will immediately notify Secured Party of any change in Debtor's addresses.
 (h) Motor Vehicles. If any of the Collateral is motor vehicles, Debtor will cause a certificate of title evidencing ownership of each vehicle to be endorsed to show Secured Party's security interest in all states where such endorsements are required or permitted.

This Agreement is subject to the terms and conditions on the reverse side hereof all of which are made a part hereof.

NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS Name of Secured Party	<i>John R. Hendrickson</i> Debtor's (Mortgagor's) Name
By <i>[Signature]</i> To be signed by Secured Party if agreement to be filed	By <i>[Signature]</i> By

Witness-Secretary if Corporate Debtor

(Corporate Seal)

M157227

NABOR

MAR 15 3 41 PM '77
RECORDED
ADMINISTRATION

THIS BOOK CONTAINS THE ORIGINAL RECORD

CONDITIONS AND AGREEMENTS FORMING PART OF CHATTEL MORTGAGE AND SECURITY AGREEMENT ON THE REVERSE SIDE HEREOF

4. **PRESERVATION AND CARE OF COLLATERAL.** Debtor covenants and agrees that Debtor (i) will keep the Collateral in first class order, repair and running condition, will replace any worn, broken or defective parts and will house the Collateral in suitable shelter; (ii) will promptly pay all taxes levied or assessed against the Collateral and will keep the Collateral free and clear of all liens, attachments and encumbrances; (iii) will allow Secured Party and its representatives free access to the Collateral at all reasonable times for the purpose of inspection; (iv) will promptly notify Secured Party in writing of any loss or damage to the Collateral; (v) will keep the Collateral insured by responsible companies against loss by theft and fire and against such other perils as is usually carried by owners of similar properties or as may be required by Secured Party, in such amounts and payable in such manner as shall be satisfactory to Secured Party; (vi) will indemnify Secured Party against all claims arising out of or connected with the ownership or use of the Collateral; (vii) will reimburse Secured Party upon demand for all expenses incurred in connection with perfecting the security interest granted herein or the satisfaction thereof; (viii) will not abandon the Collateral; (ix) will not sell, assign, lease, mortgage or otherwise dispose of any interest in the Collateral without first obtaining the written consent of Secured Party; (x) will not use or permit the Collateral to be used for any unlawful purpose or in violation of any federal, state or municipal law, statute or ordinance or for hire; and (xi) will not permit the Collateral to become a part of or to be affixed to any real property of any person without first making arrangements satisfactory to Secured Party to protect its security interests. If Debtor fails to observe or perform any covenant or agreement contained in this paragraph, which failure is not remedied by Debtor within 10 days after written notice thereof, Secured Party may, in addition to any other remedy, take whatever action may be necessary to remedy such failure, and should such action require the expenditure of moneys to protect and preserve Secured Party's interest in the Collateral (including but not limited to payment of insurance premiums, repairs, storage, transportation, removal of liens, etc), then the amount of such expenditure shall become forthwith due and payable by Debtor with interest at the rate of 7% per annum. If Secured Party takes any action authorized hereunder, Secured Party shall not be liable to Debtor for damages as a result of delays, temporary withdrawals of the Collateral from service or other causes.

5. **ASSIGNMENT OF INSURANCE PROCEEDS.** Debtor hereby assigns to Secured Party any and all moneys (including, but not limited to, proceeds of insurance and return of unearned premiums) which may become due under any policy insuring the Collateral against any loss or damage and directs the insurance company issuing such policy to make payment thereof directly to Secured Party. Secured Party may, at its option, apply any insurance moneys so received to the cost of repairs to the Collateral and/or to payment of any of the Liabilities, in any order the Secured Party may determine, whether or not due, and shall remit any surplus to Debtor. Debtor irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full power of substitution, to receive all such moneys, to execute proofs of claim, to endorse drafts, checks and other instruments for the payment of money payable to Debtor in payment of such insurance moneys, to adjust and compromise any claim, to execute releases, to cancel any insurance policy covering the Collateral when such policy is not required to protect Debtor's or Secured Party's interest and to do all other acts and things that may be necessary or required to carry into effect the powers herein granted.

6. **EVENTS OF DEFAULT.** The occurrence of any of the following events shall constitute a default, as such term is used herein: (i) failure to pay, when due, any amount payable on any of the Liabilities; (ii) if any statement, representation or warranty made herein or in any related credit application, or in any supporting financial statement by or on behalf of Debtor shall be false or breached in any material respect; (iii) failure to observe or perform any other covenant or agreement herein or in any of the Liabilities; (iv) death of any Debtor who is a natural person or of any partner of Debtor which is a partnership or of any guarantor or indorser of the Liabilities; (v) should Debtor, or any of them if more than one, or any such guarantor or indorser, become insolvent (however evidenced) or commit any act of bankruptcy or make a general assignment for the benefit of creditors, or if any proceeding is instituted by or against any of them for any relief under any bankruptcy or insolvency laws, or if a receiver is appointed of, or a writ or order of attachment or garnishment is made or issued, or if any proceeding or procedure is commenced or any remedy supplementary to or in enforcement of a judgment is employed against, or with respect to any property of, any of them; (vi) termination or suspension of the transaction of the usual business of Debtor; or (vii) should the Collateral be substantially damaged or destroyed or should Secured Party deem the Collateral unsafe or at any risk.

7. **REMEDIES ON DEFAULT.** Debtor agrees that whenever a default shall be existing Secured Party shall have the following rights and remedies to the extent permitted by applicable law: (i) to declare all Liabilities due and payable, at the option of Secured Party, without notice or demand; (ii) to enter the foregoing premises or such place or places where any of the Collateral may be located and take and carry away the same, by any of its representatives, with or without legal process, to Secured Party's place of storage; (iii) to sell the Collateral at public or private sale, whether or not the Collateral is present at such sale and whether or not the Collateral is in constructive possession of Secured Party or the person conducting the sale, in one or more sales, as an entirety or in parcels, for the best price that Secured Party can obtain and upon such terms as Secured Party may deem desirable; (iv) to be the purchaser at any such sale; (v) to require Debtor to pay all expenses of such sale, taking, keeping and storage of the Collateral, including reasonable attorneys' fees and legal expenses; (vi) to apply the proceeds of such sale to all expenses in connection with the taking and sale of the Collateral, and any balance of such proceeds toward the payment of the Liabilities in such order of application as Secured Party may from time to time elect; (vii) to require Debtor to assemble the Collateral upon Secured Party's demand, at Debtor's expense, and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties; and (viii) to exercise any one or more rights or remedies accorded by the Uniform Commercial Code. If the proceeds of any such sale are insufficient to pay the expenses, as aforesaid, and the Liabilities, the Debtor agrees to pay any deficiency to Secured Party, upon demand, and if such proceeds are more than sufficient to pay such expenses and Liabilities, Secured Party agrees to pay the surplus to Debtor.

8. **OTHER PERSONAL PROPERTY.** If at the time of repossession any of the Collateral contains other personal property not included in the Collateral, Secured Party may take such personal property into custody and store it at the risk and expense of Debtor. Debtor agrees to notify Secured Party within 48 hours after repossession of the Collateral of any such other personal property claimed, and that failure to do so will release Secured Party or representatives from any liability for loss or damage thereto.

9. **FINANCING STATEMENT.** At request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party.

10. **MISCELLANEOUS.** This agreement is in addition to and not in limitation of any other rights and remedies Secured Party may have by virtue of any other instrument or agreement heretofore, contemporaneously herewith or hereafter executed by Debtor, or by law or otherwise. If any provision of this agreement is contrary to applicable law, such provision shall be deemed ineffective without invalidating the remaining provisions hereof. If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provision shall be considered amended to conform thereto. Secured Party shall not be bound by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder. A waiver by Secured Party of any right or remedy hereunder on any one occasion, shall not be construed as a bar to or waiver of any such right or remedy which Secured Party would have had on any future occasion, nor shall Secured Party be liable for exercising or failing to exercise any such right or remedy. Any demand upon or notice to Debtor by Secured Party which is required hereby or otherwise may be sent to Debtor by ordinary mail, postage prepaid, to the address shown at the beginning of this agreement, and if so mailed shall be deemed reasonable and proper demand upon or notice to Debtor. If this agreement is signed by two or more parties as Debtor, it shall be the joint and several obligation of such parties.

1-1-85

OKLAHOMA CITY, OKLA
MAY 4 1 36 PM '77
FAA AIRCRAFT REGISTRY
CONVEYANCE FILED WITH

9-1

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

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

CERT. ISSUE DATE

C MAR 15 1977

NATIONALITY AND REGISTRATION MARKS *N4331X*

AIRCRAFT MAKE AND MODEL *Piper PA28-140*

FOR FAA USE ONLY

AIRCRAFT SERIAL No. *28-7625013*

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

Hendrickson, John R., Sr.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: *5100 Eden Avenue #106*

Rural Route:

P. O. Box:

<input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE	CITY <i>Minneapolis</i>	STATE <i>Mn.</i>	ZIP CODE <i>55436</i>
---	----------------------------	---------------------	--------------------------

(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.

*E: 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>John R. Hendrickson Sr.</i>	TITLE <i>Owner</i>	DATE <i>2/25/77</i>
	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.

9

OKLAHOMA CITY, OKLA.
MAY 4 1 35 PM '77
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

FORM APPROVED
OMB NO. 04-00076

DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY.

8-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE

C 1 8 0 1 0 1

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

AIRCRAFT MAKE AND MODEL

Piper PA28-140

MANUFACTURER'S SERIAL NUMBER

28-7625013

NATIONALITY & REGISTRATION MARKS

N-4331X

CONVEYANCE
RECORDED

MAR 15 3 41 PM '77

FEDERAL AVIATION
ADMINISTRATION

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

PURCHASER

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

Hendrickson, John R., Sr.
5100 Eden Avenue #106
Minneapolis, Mn. 55436

NNBOM

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

IN TESTIMONY WHEREOF WE HAVE SET OUR 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)
		Thunderbird Aviation, Inc.	<i>[Signature]</i>

5-7 2289 40005J02EA

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

ORIGINAL: TO FAA

8

1010210

CONTRACT NO.

101-100-100
MONTANA

REGISTRATION

REGISTRATION NO. 101-100-100
REGISTRATION DATE 10-30-84
REGISTRATION TYPE

REGISTRATION FEE \$100.00
REGISTRATION TAX \$100.00

REGISTRATION EXPIRES 10-30-85

REGISTRATION HOLDER
MONTANA AIRCRAFT REGISTRY
101-100-100

MONTANA

REGISTRATION NO. 101-100-100

REGISTRATION DATE 10-30-84

REGISTRATION TYPE

REGISTRATION FEE \$100.00

REGISTRATION TAX \$100.00

REGISTRATION EXPIRES 10-30-85

REGISTRATION HOLDER

MONTANA AIRCRAFT REGISTRY

REGISTRATION NO. 101-100-100

MAR 4 11 35 PM '77
FAA AIRCRAFT REGISTRY

ORIGINAL TO FAA

7-1

DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 34-R0169

CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER <i>714331X</i>	AIRCRAFT MFR. (BUILDER) and MODEL <i>Piper PA-28-140</i>
AIRCRAFT SERIAL NUMBER <i>28-7625013</i>	PROPELLER MFR. and MODEL
ENGINE MFR. and MODEL	PROPELLER SERIAL NUMBER(S)
ENGINE SERIAL NUMBER(S)	
NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE <i>Northwestern National Bank Lincoln Office 800 Hennepin Ave. Minneapolis MN 55403</i>	
NAME (last name first) OF SECURED PARTY'S ASSIGNOR (if assigned)	
NAME (last name first) OF DEBTOR <i>Thunderbird Aviation, Inc.</i>	

CONVEYANCE
 RECORDED
 MAR 15 3 33 PM '77
 FEDERAL AVIATION
 ADMINISTRATION

Do Not Write In This Block
 FOR FAA USE ONLY

CONVEYANCE DATED: *4/24/76* RECORDED ON: *5/3/76* CONVEYANCE NUMBER: *C147507*
B Grover
 FAA CONVEYANCE EXAMINER

RELEASE

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

DATE OF RELEASE: *FEB 25, 1977*
LINCOLN OFFICE
NORTHWESTERN NATL BANK
 (Name of security holder)

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.

SIGNATURE (in ink) *[Signature]*
 TITLE *COMM BANKING OFFICER*

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

ACKNOWLEDGMENT (If Required By Applicable Local Law):

7

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAR 4 9 43 AM '77
OKLAHOMA CITY, OKLA.

RECEIVED
MAR 4 1977
FAA AIRCRAFT REGISTRY
OKLAHOMA CITY, OKLA.

[Faint, mostly illegible text from the main body of the document, possibly containing registration details or legal notices.]

6-1

CHattel MORTGAGE AND SECURITY AGREEMENT April 20, 1976

C 147507

DEBTOR (Mortgagor) Number and Street City, State and Zip Code	Thunderbird Aviation, Inc.	SECURED PARTY (Mortgagee) Number and Street City, and State Zip Code	Lincoln Office
	5100 Eden Avenue		Northwestern National Bank
	Minneapolis, Mn. 55436		800 Hennepin Avenue Minneapolis, Mn.

1. SECURITY INTEREST; OBLIGATIONS SECURED. Debtor hereby grants a security interest in the property described in No. 2 (herein called "Collateral") to Secured Party to secure payment of all indebtedness and obligations of Debtor to Secured Party, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, whether several, joint or joint and several (herein called "Liabilities"). Debtor shall have the right to the possession and use of the Collateral in any lawful manner not inconsistent with this agreement or with the terms and conditions of any insurance policy thereon until default hereunder.

2. DESCRIPTION OF COLLATERAL

Year	Make	Type of Unit	Model	Motor No.	Serial No.
------	------	--------------	-------	-----------	------------

1976	Piper Cherokee 140 (aircraft)	PA 28-140		Ser. 28-7625013	N-4331X
------	----------------------------------	-----------	--	-----------------	---------

SEE RECORDED
 CONVEYANCE
 NUMBER 0160100

together with all accessories, attachments, parts, equipment, accessories and repairs now or hereafter affixed or used in connection therewith and all substitutions and replacements thereof.

3. REPRESENTATIONS, COVENANTS AND WARRANTIES OF DEBTOR. Debtor represents, covenants and warrants that: (Check or fill in where applicable)

- (a) Title, Encumbrance. Debtor has, or forthwith will acquire, title to the Collateral free of all liens and encumbrances; no financing statement covering any of the Collateral is on file in any public office; and if Debtor is a corporation, the articles of incorporation do not prohibit the security interest granted herein and the execution of this agreement will not violate any law or agreement to which it is a party.
- (b) Status of Debtor. Debtor is an Individual, partnership, corporation or other business organization, and if Debtor is an individual, the address of Debtor's residence is _____, or, if left blank, is that shown at the beginning of this agreement.
- (c) Use of Collateral. The Collateral will be used primarily for: personal, family or household purposes; farming operations; business purposes.
- (d) Proceeds of Loan; Purchase Money. If checked here , the proceeds of a loan from the Secured Party will be used by Debtor to acquire the Collateral, and Secured Party may, at its option, disburse such proceeds directly to the seller of the Collateral and/or to the insurance agent or broker for insurance thereon.
- (e) Location of Collateral.
 - (1) Fixtures. If the Collateral is to be attached to real estate, the legal description of the real estate is: _____

NINBOM

and the name and address of the record owner of the real estate, if other than Debtor, is: _____ of _____

(2) Collateral Used in More Than One State. If the Collateral is used primarily for business and is of a type normally used in more than one state (automotive equipment, rolling stock, airplanes, road building equipment, commercial harvesting equipment, construction machinery and the like), the chief place of business of Debtor is _____ or if left blank, is that shown at the beginning of this agreement.

(f) Other Places of Business. If the Collateral is bought or will be used primarily for non-farm use, the address shown at the beginning of this agreement is Debtor's place of business in this State and Debtor has no place of business in any other county of this State except (if none write "NONE") Flying Cloud Airport

(City) _____ (County) _____ (City) _____ (County) _____

- (g) Changes of Address. Debtor will immediately notify Secured Party of any change in Debtor's addresses.
- (h) Motor Vehicles. If any of the Collateral is motor vehicles, Debtor will cause a certificate of title evidencing ownership of each vehicle to be endorsed to show Secured Party's security interest in all states where such endorsements are required or permitted.

This Agreement is subject to the terms and conditions on the reverse side hereof all of which are made a part hereof.

NORTHWESTERN NATIONAL BANK
 OF MINNEAPOLIS
 Name of Secured Party
 By *[Signature]*
 To be signed by Secured Party if agreement to be filed

Thunderbird Aviation, Inc.
 Debtor's (Mortgagor's) Name
 By *[Signature]* President
 By _____

Witness-Secretary if Corporate Debtor

(Corporate Seal)

APR 27 9 56 AM 1976

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

CONDITIONS AND AGREEMENTS FOR RECORD OF CHATTEL MORTGAGE AND SECURITY
AGREEMENT ON THE REVERSE SIDE HEREOF

MAY 4 '76 - - -

4. PRESERVATION AND CARE OF COLLATERAL. Debtor covenants and agrees that Debtor (i) will keep the Collateral in first class order, repair and running condition, will replace any worn, broken or defective parts and will house the Collateral in suitable shelter; (ii) will promptly pay all taxes levied or assessed against the Collateral; (iii) will keep the Collateral free and clear of all liens, attachments and encumbrances; (iii) will allow Secured Party and its representatives free access to the Collateral at all reasonable times for the purpose of inspection; (iv) will promptly notify Secured Party in writing of any damage to the Collateral; (v) will keep the Collateral insured by responsible companies against loss by theft and fire and against such other perils as is usually carried by owners of similar properties or as may be required by Secured Party, in such amounts and payable in such manner as shall be satisfactory to Secured Party; (vi) will indemnify Secured Party against all claims arising out of or connected with the ownership or use of the Collateral; (vii) will reimburse Secured Party upon demand for all expenses incurred in connection with perfecting the security interest granted herein or the satisfaction thereof; (viii) will not abandon the Collateral; (ix) will not sell, assign, lease, mortgage or otherwise dispose of any interest in the Collateral without first obtaining the written consent of Secured Party; (x) will not use or permit the Collateral to be used for any unlawful purpose or in violation of any federal, state or municipal law, statute or ordinance or for hire; and (xi) will not permit the Collateral to become a part of or to be affixed to any real property of any person without first making arrangements satisfactory to Secured Party to protect its security interests. If Debtor fails to observe or perform any covenant or agreement contained in this paragraph, which failure is not remedied by Debtor within 10 days after written notice thereof, Secured Party may, in addition to any other remedy, take whatever action may be necessary to remedy such failure, and should such action require the expenditure of moneys to protect and preserve Secured Party's interest in the Collateral (including but not limited to payment of insurance premiums, repairs, storage, transportation, removal of liens, etc), then the amount of such expenditure shall become forthwith due and payable by Debtor with interest at the rate of 7% per annum. If Secured Party takes any action authorized hereunder, Secured Party shall not be liable to Debtor for damages as a result of delays, temporary withdrawals of the Collateral from service or other causes.

5. ASSIGNMENT OF INSURANCE PROCEEDS. Debtor hereby assigns to Secured Party any and all moneys (including, but not limited to, proceeds of insurance and return of unearned premiums) which may become due under any policy insuring the Collateral against any loss or damage and directs the insurance company issuing such policy to make payment thereof directly to Secured Party. Secured Party may, at its option, apply any insurance moneys so received to the cost of repairs to the Collateral and/or to payment of any of the Liabilities. In any order the Secured Party may determine, whether or not due, and shall remit any surplus to Debtor. Debtor irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full power of substitution, to receive all such moneys, to execute proofs of claim, to endorse drafts, checks and other instruments for the payment of money payable to Debtor in payment of such insurance moneys, to adjust and compromise any claim, to execute releases, to cancel any insurance policy covering the Collateral when such policy is not required to protect Debtor's or Secured Party's interest and to do all other acts and things that may be necessary or required to carry into effect the powers herein granted.

6. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute a default, as such term is used herein: (i) failure to pay, when due, any amount payable on any of the Liabilities; (ii) if any statement, representation or warranty made herein or in any related credit application, or in any supporting financial statement by or on behalf of Debtor shall be false or breached in any material respect; (iii) failure to observe or perform any other covenant or agreement herein or in any of the Liabilities; (iv) death of any Debtor who is a natural person or of any partner of Debtor which is a partnership or of any guarantor or indorser of the Liabilities; (v) should Debtor, or any of them if more than one, or any such guarantor or indorser, become insolvent (however evidenced) or commit any act of bankruptcy or make a general assignment for the benefit of creditors, or if any proceeding is instituted by or against any of them for any relief under any bankruptcy or insolvency laws, or if a receiver is appointed of, or a writ or order of attachment or garnishment is made or issued, or if any proceeding or procedure is commenced, or any remedy supplementary to or in enforcement of a judgment is employed against, or with respect to any property of, any of them; (vi) termination or suspension of the transaction of the usual business of Debtor; or (vii) should the Collateral be substantially damaged or destroyed or should Secured Party deem the Collateral unsafe or at any risk.

7. REMEDIES ON DEFAULT. Debtor agrees that whenever a default shall be existing Secured Party shall have the following rights and remedies to the extent permitted by applicable law: (i) to declare all Liabilities due and payable, at the option of Secured Party, without notice or demand; (ii) to enter the foregoing premises or such place or places where any of the Collateral may be located and take and carry away the same, by any of its representatives, with or without legal process, to Secured Party's place of storage; (iii) to sell the Collateral at public or private sale, whether or not the Collateral is present at such sale and whether or not the Collateral is in constructive possession of Secured Party or the person conducting the sale, in one or more sales, as an entirety or in parcels, for the best price that Secured Party can obtain and upon such terms as Secured Party may deem desirable; (iv) to be the purchaser at any such sale; (v) to require Debtor to pay all expenses of such sale, taking, keeping and storage of the Collateral, including reasonable attorneys' fees and legal expenses; (vi) to apply the proceeds of such sale to all expenses in connection with the taking and sale of the Collateral, and any balance of such proceeds toward the payment of the Liabilities in such order of application as Secured Party may from time to time elect; (vii) to require Debtor to assemble the Collateral upon Secured Party's demand, at Debtor's expense, and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties; and (viii) to exercise any one or more rights or remedies accorded by the Uniform Commercial Code. If the proceeds of any such sale are insufficient to pay the expenses, as aforesaid, and the Liabilities, the Debtor agrees to pay any deficiency to Secured Party upon demand, and if such proceeds are more than sufficient to pay such expenses and Liabilities, Secured Party agrees to pay the surplus to Debtor.

8. OTHER PERSONAL PROPERTY. If at the time of repossession any of the Collateral contains other personal property not included in the Collateral, Secured Party may take such personal property into custody and store it at the risk and expense of Debtor. Debtor agrees to notify Secured Party within 48 hours after repossession of the Collateral of any such other personal property claimed, and that failure to do so will release Secured Party or representatives from any liability for loss or damage thereto.

9. FINANCING STATEMENT. At request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party.

10. MISCELLANEOUS. This agreement is in addition to and not in limitation of any other rights and remedies. Secured Party may have by virtue of any other instrument or agreement heretofore, contemporaneously herewith or hereafter executed by Debtor, or by law or otherwise. If any provision of this agreement is contrary to applicable law, such provision shall be deemed ineffective without invalidating the remaining provisions hereof. If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provision shall be considered amended to conform thereto. Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder. A waiver by Secured Party of any right or remedy hereunder on any one occasion, shall not be construed as a bar to or waiver of any such right or remedy which Secured Party would have had on any future occasion, nor shall Secured Party be liable for exercising or failing to exercise any such right or remedy. Any demand upon or notice to Debtor by Secured Party which is required hereby or otherwise may be sent to Debtor by ordinary mail, postage prepaid, to the address shown at the beginning of this agreement, and if so mailed shall be deemed reasonable and proper demand upon or notice to Debtor. If this agreement is signed by two or more parties as Debtor, it shall be the joint and several obligation of such parties.

OKLAHOMA CITY, OKLA

APR 27 10 53 AM '76

FAA AIRCRAFT REGISTRY

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

NO. 5-1
 AAF

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

CERT. ISSUE DATE

NATIONALITY AND REGISTRATION MARKS *N4331X*

AIRCRAFT MAKE AND MODEL *1976 Piper PA28-140*

APR 28 1978

AIRCRAFT SERIAL No. *2817625013*

FOR FAA USE ONLY

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

Thunderbird Aviation, Inc.

ADDRESS (Permanent mailing address for first applicant listed)

Number and street: *5100 Eden Avenue*

Rural Route: P. O. Box:

<input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE	CITY <i>Minneapolis</i>	STATE <i>Minnesota</i>	ZIP CODE <i>55436</i>
---	----------------------------	---------------------------	--------------------------

(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.

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE <i>[Signature]</i>	TITLE President	DATE 4-17-76
	SIGNATURE <i>[Signature]</i>	TITLE	DATE
	SIGNATURE <i>[Signature]</i>	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.

5

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

APR 23 1976

OKLAHOMA CITY,
OKLAHOMA

OKLAHOMA CITY, OKLA

APR 23 12 24 PM '76

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

FORM APPROVED
 OMB NO. 01-R0076

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY. **4-1**

AIRCRAFT BILL OF SALE

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

CONVEYANCE FILED WITH REGISTRY 7 2 1 7
 01 85 R9A

AIRCRAFT MAKE AND MODEL: **Piper PA 28-140**

MANUFACTURER'S SERIAL NUMBER: **28-7625013**

NATIONALITY & REGISTRATION MARKS: **N4331X**

DOES THIS 17 DAY OF April 19 76.

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

**FEDERAL AVIATION
 ADMINISTRATION**

APR 29 10 43 AM '76

PURCHASER

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

Thunderbird Aviation, Inc.
 5100 Eden Avenue
 Minneapolis, Mn. 55436

JAC

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

WITNESS MY HAND AND SEAL THIS 17 DAY OF APR 19 76

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

APR 23 8 57 12 19005.004A

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) (003-829-0002)

4

**CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY**
APR 28 '76
**OKLAHOMA CITY,
OKLAHOMA**

V I S I T

CONVEYANCE

FEDERAL AVIATION
ADMINISTRATION

Thunderbird Aviation, Inc.
5100 Edge Avenue
Minneapolis, Mn. 55438

OKLAHOMA CITY, OKLA

APR 23 12 24 PM '76

THE ORIGINAL FILED WITH

83A 52 8215 0002.0084

ORIGINAL TO FAA

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

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

CERT. ISSUE DATE

3-1

NATIONALITY AND REGISTRATION MARKS N4331X

AIRCRAFT MAKE AND MODEL Piper PA-28-140

DEC 11 1975

AIRCRAFT SERIAL No. 28-7625013

FOR FAA USE ONLY

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

Derry Air Inc.

ADDRESS (Permanent mailing address for first applicant listed)

Number and street: Hershey Airpark

Rural Route:

P. O. Box:

CHECK HERE
IF ADDRESS
CHANGE

CITY

Hershey

STATE

Penna.

ZIP CODE

17033

(No fee required for revised Certificate of Registration)

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>Carlton S. Hughes</i>	<i>Pres</i>	11-10-75
	<i>[Signature]</i>	<i>[Title]</i>	
	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	<i>[Title]</i>	
	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	<i>[Title]</i>	

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

3

AIRCRAFT REGISTRY
 AIRCRAFT NO. N11111
 REGISTERED TO
 ADDRESS
 CITY
 STATE
 ZIP
 DATE
 BY

CONVEYANCE FILED WITH
 FAA AIRCRAFT REGISTRY
 DEC 2 11 05 AM '75
 OKLAHOMA CITY, OKLA.

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
 OMB NO. 21-0001

DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY.

40119

AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL

Piper PA 28-140

MANUFACTURER'S SERIAL NUMBER

28-7625013

NATIONALITY & REGISTRATION MARKS

N4331X

DOES THIS 30 DAY OF Oct 19 75

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

CONVEYANCE
 RECORDED

Dec 11 3 12 PM '75

FEDERAL AVIATION
 ADMINISTRATION

PURCHASER

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

Derry Aire Inc.
 Hershey Airpark
 Hershey, Penna. 17033

WAL

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

IN TESTIMONY WHEREOF We HAVE SET OUR HAND AND SEAL THIS 30 DAY OF Oct, 75

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Atlantic Central Corporation	<i>Arthur Bruch</i>	Sales Manager
DEC 3 11 02 AM '75		

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) (10982-929-0002)

DEC 2 8 74 2005 002A

MICRO

CONVEYANCE
 Dec 11 9 15 PM '75
 FEDERAL AVIATION
 ADMINISTRATION

PIPER PA 28-140
 28-7825013
 NASSIX
 30 Oct 75

Derry Air Inc.
 Hershey Airpark
 Hershey, Penna. 17033

we received on Oct 30 1975

SALES MANAGER	ATLANTIC CENTRAL CORPORATION	OKLAHOMA CITY, OKLA.	Dec 2 11 05 AM '75
CONVEYANCE FILED WITH FAA AIRCRAFT REGISTRY			

DEC 2 11 05 AM '75

ORIGINAL TO FAA

FORM APPROVED: OMB NO. 31-80074
 UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 1-1

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF THE CASH PAID BY THE UNDERSIGNED OWNER(S) OF THE AIRCRAFT, THE BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED BELOW:

1006000
137030

AIRCRAFT MAKE AND MODEL
PIPER PA-28-140
 MANUFACTURER'S SERIAL NUMBER
28-7625013
 NATIONALITY & REGISTRATION MARKS
N4331X

**CONVEYANCE
 RECORDED**
SEP 26 9 38 AM '75
**FEDERAL AVIATION
 ADMINISTRATION**

DOES THIS **10th** DAY OF **Sept.** 19 **75**
 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER
 NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
Atlantic Central Corporation
Washington County Airport
P. O. Box 267
Washington, Pennsylvania 15301

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

IN TESTIMONY WHEREOF we HAVE SET OUR HAND AND SEAL THIS **10th** DAY OF **Sept.** 19 **75**

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	Piper Aircraft Corporation	<i>[Signature]</i>	Manager - Aircraft Order Department

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

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES MAR. 23, 1977
 PURPOSE OF THIS GENERAL POWER OF ATTORNEY is to authorize in ink if submitted to the FAA.) *Rachela Maria*

AC FORM 8050-2 (4-71) (0032-629-0002)
 - *ordg F.F.R. 12/2/75*

137030

MICRO

CONVEYANCE
RECORDED

SEP 15 3 38 PM '75

FEDERAL AVIATION
ADMINISTRATION

Washington, Pennsylvania 15301
P. O. Box 267
Washington County Airport
Atlantic Central Corporation

BUYER

IN TESTIMONY WHEREOF, WE HAVE SET OUT HAND AND SEAL THIS 10th day of Sept. 75

NAME (S) OF SELLER (IN BLOCK INK) (IF EXECUTED FOR OWNERSHIP, ALL FIRST SICK)

NAME (S) OF BUYER (IN BLOCK INK) (IF EXECUTED FOR OWNERSHIP, ALL FIRST SICK)

TITLE (PRINTED OR PRINTED)

OKLAHOMA CITY, OKLA

SEP 15 3 20 PM '75

Piper Aircraft Corporation

CONVEYANCE IN FEDERAL DEPARTMENT

FORM 8000-1 (2-7-75)

OUR COMMISSION EXPIRES MAR 25 1977
NOTAR PUBLIC STATE OF OKLAHOMA AT LAHAR
BY LOCAL LAW FOR VALIDITY OF INSTRUMENT

ACKNOWLEDGMENT OF THIS INSTRUMENT

CONVEYANCE IN FEDERAL DEPARTMENT

Piper Aircraft Corporation

SEP 15 3 20 PM '75

OKLAHOMA CITY, OKLA

NAME (S) OF SELLER (IN BLOCK INK) (IF EXECUTED FOR OWNERSHIP, ALL FIRST SICK)

NAME (S) OF BUYER (IN BLOCK INK) (IF EXECUTED FOR OWNERSHIP, ALL FIRST SICK)

TITLE (PRINTED OR PRINTED)

IN TESTIMONY WHEREOF, WE HAVE SET OUT HAND AND SEAL THIS 10th day of Sept. 75

AND TO THEIR EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD

SINCE I HAVE SIGNED THIS INSTRUMENT, I HEREBY GRANT, TRANSFER AND

DELIVER ALL RIGHTS, TITLE, AND INTERESTS

IN AND TO SUCH AIRCRAFT, ENGINE, AND

NAME AND ADDRESS (PRINTED OR PRINTED)

DOES THIS 10th day of Sept. 75

MA31X

28-262501

PIPER PA-28-140

AIRCRAFT MAKE AND MODEL

UNDESIGNED OR REDESIGNED OR

FOR AND IN CONSIDERATION

AIRCRAFT BILL OF SALE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

DO NOT WRITE IN THESE SPACES
FOR FAA USE ONLY