

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

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 672V		SERIAL NUMBER CD-97	
MANUFACTURER BEECH		MODEL 35-33	
DATE OF ISSUANCE 07/28/2015	DATE OF EXPIRATION 07/31/2024	TYPE OF REGISTRATION INDIVIDUAL	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE		HELPFUL INFORMATION	
(Owner 1) <u>CRIMMINS CONNIE</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>294 EDGEWOOD DR</u> (Address) _____ City <u>HUDSON</u> State <u>WI</u> Zip <u>54016-7109</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 _____		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.	
<input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.		TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, COMPLETE, SIGN, DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.	
NEW MAILING ADDRESS _____ _____ _____			
NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____			
SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			2/20/2021
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (202102200955085709NB)

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 672V		SERIAL NUMBER CD-97	
MANUFACTURER BEECH		MODEL 35-33	
DATE OF ISSUANCE 07/28/2015	DATE OF EXPIRATION 07/31/2021	TYPE OF REGISTRATION INDIVIDUAL	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>CRIMMINS CONNIE</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>294 EDGEWOOD DR</u> (Address) _____ City <u>HUDSON</u> State <u>WI</u> Zip <u>54016-7109</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.	
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SIGNATURE OF OWNER 1 (required field) Electronically Certified by Registered Owners	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE 6/20/2018
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201806201801141159NB)



Division of Transportation
Investment Management
Aircraft Registration
PO Box 7914
Madison, WI 53707-7914

Scott Walker, Governor
Dave Ross, Secretary
Internet: <http://wisconsin.gov>

Telephone: 608-266-3351

Facsimile (FAX): 608-267-6748

April 6, 2017

FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRY
PO BOX 25504
OKLAHOMA CITY, OK 73125

REF: 1960/ BEECH/ 35-33/ CD-97/N672V

The Wisconsin Department of Transportation files this claim of lien upon the above aircraft.

Pursuant to Wis. Stat. §114.20(1)(a) (1995), the above aircraft was based in the State of Wisconsin and was subject to State of Wisconsin aircraft registration requirements.

The total amount claimed due and owing as of 2017 to the Wisconsin Department of Transportation for aircraft registration fees, associated penalties, and a \$5.00 lien filing fee is \$222.53.

Pursuant to Wis. Stat. §114.20(15)(a) (1981), the Wisconsin Department of Transportation claims a lien upon the aircraft and all title and interest CRIMMINS CONNIE has in the aircraft. The Wisconsin Department of Transportation asks the Federal Aviation Administration (FAA) to include this lien claim as a matter of record on the aircraft.

The amount currently owed is subject to change due to imposition of additional fees and penalties or receipt of partial payment, and may not be the final amount owed at the time of satisfaction of the lien.

Thank you for your time in this matter.

Sincerely,

Scott R. Brummond
Chief, Aeronautical and Technical Services
(608) 266-1745
scott.brummond@dot.wi.gov

mc
1104reg.dot/r.01/09/2017

171020851467
\$5.00 04/12/2017

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2017 APR 12 A 9:08
OKLAHOMA CITY
OKLAHOMA

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

UNITED STATES REGISTRATION NUMBER **N 672 V**

AIRCRAFT MANUFACTURER & MODEL
Beech 35-33

AIRCRAFT SERIAL No.
CD-97

CERT: ISSUE DATE

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

1. Individual 2. Partnership 3. Corporation 4. Co-Owner 5. Government
 8. Non-Citizen Corporation 9. Non-Citizen Corporation Co-Owner

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

Connie Crimmings

TELEPHONE NUMBER: **(651) 366-0573**

ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.)

Number and street: **294 Edgewood DRIVE**

Rural Route:

P.O. Box:

CITY Hudson	STATE WI	ZIP CODE 54016
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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 Connie Crimmings Connie Crimmings	TITLE Owner	DATE June 1, 2015
	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.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2015 JUL 7 PM 11 13
OKLAHOMA CITY
OKLAHOMA

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$14,000 THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT
 DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N 672V**

AIRCRAFT MANUFACTURER & MODEL **BEECH 35-33**

AIRCRAFT SERIAL No. **CD-97**

DOES THIS **1ST** DAY OF **MAY**, **2015**
 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.)

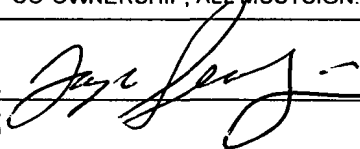
Connie Crimmins
294 Edgewood Dr.
Hudson, WI
54016

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

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
JAY C. SERAFINI		OWNER

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

ORIGINAL: TO FAA:

AC Form 8050-2 (01/12) (NSN 0052-00-629-0003)

151881057146
 \$5.00 07/07/2015

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2015 JUL 7 PM 11 13
OKLAHOMA CITY
OKLAHOMA

**DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION**

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
 Serafini, Jay C

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
 Bank of America, N.A.
 PO Box 2759
 Jacksonville, FL 32203

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block
 FOR FAA USE ONLY

FAA REGISTRATION NUMBER N672V	AIRCRAFT SERIAL NUMBER CD-97	AIRCRAFT MFR. (BUILDER) and MODEL 1960 BEECH
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ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)
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PROPELLER MFR. And MODEL	PROPELLER SERIAL NUMBER(S)
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THE SECURITY CONVEYANCE DATED 12/18/1978 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 01/16/1979 AS CONVEYANCE NUMBER V32828

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

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

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

DATE OF RELEASE: 04/28/2014
Bank of America N.A.
 (Name of security holder)
 SIGNATURE (in ink) *Pam Sheffield*
 TITLE Officer Pam Sheffield

ACKNOWLEDGEMENT
 (If Required By Applicable Local Law):

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2019 MAY 7 AM 8 21
OKLAHOMA CITY
OKLAHOMA

SEE RECORDED CONV#V32828, DOC ID C001, PG 1

Aircraft Registration has EXPIRED • N-number Pending Cancellation

U.S. Registration Number	Aircraft Manufacturer and Model	Aircraft Serial No.
N 672V	BEECH 35-33	CD-97

REGISTRATION MAILING ADDRESS

SERAFINI JAY C
400 W DEMING PL APT 2G
CHICAGO,IL 60614-1792

PHYSICAL LOCATION OF HOME OR OFFICE

N/A

March 3, 2014

Dear Aircraft Owner:

The registration of the aircraft shown above expired on January 31, 2014.

The aircraft's registration and airworthiness certificates no longer support the aircraft's operation. The N-number is no longer authorized for use and its assignment to this aircraft is scheduled for cancellation 60 days from the date of this notice.

We ask that you return the registration certificate to the FAA Aircraft Registration Branch as established in 14 C.F.R. Section 47.41(b).

Aircraft registration renewal every third year was established in Title 14 Code of Federal Regulations, Section 47.40(c) on October 1, 2010, as published in the Federal Register on July 20, 2010, page 41968. The changes made at this time will keep the U.S. Civil Aircraft Register up-to-date, to provide reliable support to users of the registration system.

N-NUMBER RESERVATION: When an aircraft's registration is allowed to expire, its N-number is no longer authorized for use and will be scheduled for cancellation. The aircraft owner may ask to reserve the N-number prior to cancellation by sending a request and the \$10 reservation fee to the Aircraft Registration Branch. If no request is made, the N-number will be canceled and become unavailable for five years.

AIRCRAFT REGISTRATION: Owners of aircraft with expired registrations may re-apply for registration at any time. Applications must comply with Section 47.31(a) which requires: use of an Aircraft Registration Application, AC Form 8050-1; evidence of ownership (unless it is already on file with the Registry); and the \$5 registration fee. **NOTE:** An Aircraft Registration Application's temporary operation authority is not available for use after expiration, except in association with a transfer of ownership as provided for by 49 U.S.C. Section 44101 (b)(3), and only then if the N-number assigned to the aircraft has not yet been cancelled.

OTHER CHANGES: Aircraft owners are still required to notify the FAA Aircraft Registration Branch when their aircraft have been sold, exported, or destroyed, etc. These reports may be made by returning the Certificate of Aircraft Registration AC Form 8050-3 with the reverse side filled-out and signed. If the certificate is not available a letter may be sent. It should fully describe the aircraft and report the aircraft's change of status. If the aircraft has been sold, please provide the purchaser's name and address.

FEE PAYMENT by mail should be by check or money order payable to the Federal Aviation Administration.

FAA Aircraft Registration Branch, AFS-750: regular mail; P.O. Box 25504, Oklahoma City, OK 73125-0504
overnight delivery or commercial courier; 6425 S. Denning Rm. 118, Oklahoma City, OK 73169-6937

Renew Registration website: <http://registry.faa.gov/renewregistration>

Telephone Numbers: (405) 954-3116, Toll Free in the U.S. 1 (866) 762-9434, and FAX (405) 954-8068

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

UNITED STATES REGISTRATION NUMBER **N 672V**

AIRCRAFT MANUFACTURER & MODEL
BEECH 35-33

AIRCRAFT SERIAL No.
CD-97

CERT: ISSUE DATE

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

1. Individual 2. Partnership 3. Corporation 4. Co-Owner 5. Government
 8. Non-Citizen Corporation 9. Non-Citizen Corporation Co-Owner

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

SERAFINI, JAY C.

TELEPHONE NUMBER: **(303) 909-9606**

ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.)

Number and street: **400 W. DEMING PL. #2G**

Rural Route:

P.O. Box:

CITY

STATE

ZIP CODE

CHICAGO

IL

60614

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: *Jay C. Serafini*), 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 <i>Jay C. Serafini</i> JAY C. SERAFINI	TITLE owner	DATE 12-27-10
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.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 JAN 4 PM 8 18
OKLAHOMA CITY
OKLAHOMA

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

FORM APPROVED
 OMB NO. 2120-0042
 Exp. 11/30/2011

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER **N 672V**

AIRCRAFT MANUFACTURER & MODEL **Beech 35-33**

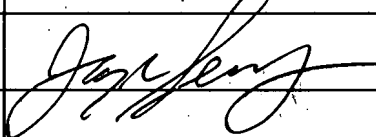
AIRCRAFT SERIAL No. **CD-97**

DOES THIS **27** DAY OF **DEC.**, **2010**
 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.)
SERAFINI, JAY C.
400 W. DEMING PL. #2 G
CHICAGO, IL
60614

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
SELLER	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	OAK CREEK CORP.		President

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

ORIGINAL: TO FAA:

AC Form 8050-2 (1/09) (NSN 0052-00-629-0003) Supersedes Previous Edition

110041404331
 \$5.00 01/04/2011

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 JAN 4 PM 8 18
OKLAHOMA CITY
OKLAHOMA

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

UNITED STATES
REGISTRATION NUMBER **N 672V**

AIRCRAFT MANUFACTURER & MODEL
BEECH 35-33

AIRCRAFT SERIAL No.
CD-97

CERT: ISSUE DATE

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

1. Individual 2. Partnership 3. Corporation 4. Co-Owner 5. Government
 8. Non-Citizen Corporation 9. Non-Citizen Corporation Co-Owner

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

**Oak Creek Corp.
400 W. Deming Pl. #2G
Chicago, IL 60614**

TELEPHONE NUMBER: **(303) 909-9606**

ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.)

Number and street: **400 W. Deming Pl. #2G**

Rural Route: _____ P.O. Box: _____

CITY Chicago	STATE IL	ZIP CODE 60614
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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 <i>[Signature]</i>	TITLE President	DATE 11-4-10
	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.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 NOV 10 AM 7 39
OKLAHOMA CITY
OKLAHOMA

REV/DOI 03/06/1998

DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION

TRIENNIAL AIRCRAFT REGISTRATION REPORT

Accepted ME Mar/1/2010

AIRCRAFT REGISTRATION NUMBER N 672V	SERIAL NUMBER CD-97	FAA CODE 1151402	ISSUANCE DATE MAY 19, 2009
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MAKE BEECH	MODEL 35-33
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NAME AND ADDRESS OF CERTIFICATE HOLDER

OAK CREEK CORP
2395 N BEECH BLVD
CAMP VERDE AZ 86322-7572

GUIDELINES FOR REPORT COMPLETION:
Complete ONLY if information is incorrect.

Signature requirements:

- Individual owner must sign.
- Partnership, a general partner must sign.
- Corporation, a corporate officer or managing official must sign-
- Co-owner, each co-owner must sign, continuing as necessary on an attached sheet-
- Government, any authorized person may sign.

CANCELLATION OF REGISTRATION REQUESTED:
(check applicable block, sign, and date)

1. Aircraft sold to: (Purchaser's name and address)

2. Aircraft destroyed/scrapped

3. Aircraft exported to _____

4. Other, specify _____

I (we) request cancellation of registration for the above reason.

ADDRESS CHANGE REQUESTED

OAK CREEK CORP

660 W. WRIGHTWOOD AVE #203

STREET

CHICAGO

CITY

IL

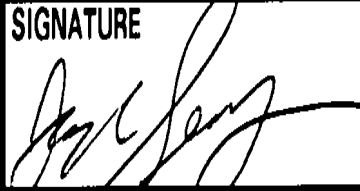
STATE

ZIP

60614

COUNTRY

USA

SIGNATURE	TITLE	DATE	SIGNATURE	TITLE	DATE
	MANAGERIAL POSITION			MANAGERIAL POSITION	2-4-10

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2010 FEB 9 AM 10 25

OKLAHOMA CITY
OKLAHOMA

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2010 FEB 9 AM 10 25

**TO: Civil Aviation Registry AFS-750
Mike Monroney Aeronautical Center
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504**

REV
W APR 28 2006

MARCH 21, 2006

CHANGE OF ADDRESS FOR:
OAK CREEK CORP.

OLD ADDRESS- P.O. BOX 20393
SEDONA, AZ 86341

NEW ADDRESS- 2395 N. BEECH BLVD.
CAMP VERDE, AZ 86322

BEEHCRAFT DEBONAIR -- N672V --CD-97 TYPE- 35-33


BY- E. Max Serafini -President

11

OKLAHOMA CITY
OKLAHOMA

2005 MAR 28 PM 2 11

FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

0 1 4 1 3
34-1
CERT. ISSUE DATE
JW MAR 6 1998

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

UNITED STATES
REGISTRATION NUMBER **N 672 V**

AIRCRAFT MANUFACTURER & MODEL
Beechcraft 33

AIRCRAFT SERIAL No.
CD 97

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

**OAK CREEK CORP.
2395 Beech Blvd.
Camp Verde, Az 86322**

TELEPHONE NUMBER: **620) 284-2110**

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street:

Rural Route: P.O. Box: **20393**

CITY	STATE	ZIP CODE
Sedona,	Arizona	86341

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: N/A), or:

CHECK ONE AS APPROPRIATE:

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

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 <i>E. May Seafin</i>	TITLE <i>Exec. Vice President</i>	DATE <i>12-12-97</i>
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE 973521208167 \$ 5.00 12/18/1997	DATE

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

FAA Form 8010-1 (12/97) (001) (0023-9007) Supersedes Previous Edition
FILING TIME EXTENDED 180 DAYS FROM DEC 18 1997
for app 7-15-97 # 1298

346

CLERK CITY

97 DEC 18 PM 2 35

FILED MAIL ROOM
ALSO... STATION
2 2100... 1218 0002

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

0 0 0 0 0 0 0 1 2 9 7

35-1

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 672 V**

JJ 2 5 2 6 6

AIRCRAFT MANUFACTURER & MODEL
BEECH 33

AIRCRAFT SERIAL No.
CD 97

CONVEYANCE
RECORDED

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

MAR (Do Not Write In This Block
FOR FAA USE ONLY)

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

PURCHASER

OAK CREEK CORP.
P.O. BOX 20393
SEDONA AZ 86341

FEDERAL AVIATION
ADMINISTRATION

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)

CHARBONNEAU THOMAS, A DBA
CARLSBAD AIRCRAFT SALES

Thomas A. Charbonneau

owner OWNER

971961136333
\$ 5.00 07/15/1997

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

ORIGINAL: TO FAA

35

EX-100

97 JUL 15 P2:58

2.00 07/12/97
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FA

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34-1

1125265

AMENDMENT TO AIRCRAFT BILL OF SALE

THE UNDERSIGNED HEREBY CERTIFIES THAT on or about the 28 day of CONVEYANCE
AUGUST, 19 95, a Bill of Sale was issued by the undersigned RECORDED
seller to the purchaser described as follows: MAR 6 12 11 PM '98

Name PRO AIR SERVICE

Address 180 N. 2400 WEST SUITE 203

FEDERAL AVIATION
ADMINISTRATION

City, State SALT LAKE CITY, UT 84116

covering the aircraft described as follows:

FAA Registration Number N672V

Aircraft Manufacturer, Model BEECH 35-33

Serial CD-97

Thereafter, the Bill of Sale was filed with the Federal Aviation Administration
on the 7 day of FEBRUARY, 19 97, same was recorded as
conveyance # UNRECORDED

The above described Bill of Sale is hereby amended to correct the PURCHASER'S NAME TO:
PRO AIR SERVICES OF SALT LAKE CITY LLC

Name of Seller: RONALD FIERBACK

Signed by Ronald Fierback

Title (if applicable) INDIVIDUAL OWNER

Pro Air Services of Salt Lake City LLC

Name of Purchaser: Rich Thomas

Signed by

Title (if applicable) President

SEE RECORDED
CONVEYANCE
NUMBER 0010440
FICHE # 1 PAGE# 28-1

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 16 12:03 PM '97
OKLAHOMA CITY
OKLAHOMA

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUN 20 10 32 AM '97
OKLAHOMA CITY
OKLAHOMA

00000000198

FORM APPROVED
OMB NO. 2120-0043
EXP. DATE 6/30/94

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

SEP 03 1997

33-13

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
PRO AIR SERVICE OF SALT LAKE

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
CENTRAL BANK

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)
N/A

FAA REGISTRATION NUMBER 672V	AIRCRAFT SERIAL NUMBER CD-97	AIRCRAFT MFR. (BUILDER) and MODEL BEECH 35-33
--	--	---

ENGINE MFR. and MODEL N/A	ENGINE SERIAL NUMBER(S) N/A
-------------------------------------	---------------------------------------

PROPELLER MFR. and MODEL N/A	PROPELLER SERIAL NUMBER(S) N/A
--	--

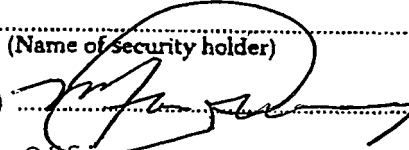
THE SECURITY CONVEYANCE DATED 9-8-95 COVERING THE ABOVE COLLATERAL, WAS FILED WITH THE FAA AIRCRAFT REGISTRY ON 9-20-95 AS CONVEYANCE NUMBER UNRECORDED

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 FAITHFUL 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: 13 September 1995
CENTRAL BANK
 (Name of security holder)
 SIGNATURE (in ink) 
 TITLE Loan Officer

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

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

Jpw 9-17-96 #125

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CONVICTS
FILED IN
AIRMAIL POSTERY
JUN 20 10 33 AM '31
OKLAHOMA CITY
OKLAHOMA

0000000921

33-11

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

**CERTIFIED
COPY**

NAME & ADDRESS OF DEBTOR/BORROWER: PRO AIR SERVICE OF SALT LAKE (TIN: 870508682) 180 NORTH 2400 WEST #203 SALT LAKE CITY, UT 84116	<p style="text-align: right;"><i>of org</i></p> <p style="text-align: center;">[F] OCT 31 1995</p> <p style="text-align: center;">ABOVE SPACE FOR FAA USE ONLY</p>
NAME & ADDRESS OF SECURED PARTY/ASSIGNEE/LENDER: CENTRAL BANK 75 NORTH UNIVERSITY AVENUE PROVO, UT 84601	
NAME OF SECURED PARTY'S ASSIGNOR/GRANTOR: PRO AIR SERVICE OF SALT LAKE (TIN: 870508682) 180 NORTH 2400 WEST #203 SALT LAKE CITY, UT 84116	

THIS AIRCRAFT SECURITY AGREEMENT is entered into between PRO AIR SERVICE OF SALT LAKE (referred to below as "Grantor"); and CENTRAL BANK (referred to below as "Lender").

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

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

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

Aircraft. The word "Aircraft" means the following described aircraft:

1960 BEECHCRAFT DEBONAIR

The manufacturer's serial number for the aircraft is CD-97, and its FAA Registration Number is N672V. The word "Aircraft" also means and includes without limitation, (a) the Airframe, (b) the Engines, and (c) any propellers.

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

Collateral. The word "Collateral" means the following described property, whether now owned or hereafter acquired, whether now or hereafter existing, and wherever located:

- (a) The Aircraft.
- (b) The Engines and all avionics.
- (c) All log books, manuals, flight records, maintenance records, inspection reports, airworthiness certificates, and other historical records or information relating to the Aircraft.
- (d) All attachments, accessions, parts, and additions to and all replacements of and substitutions for any property described above.
- (e) All rents, accounts, contract rights, chattel paper, general intangibles, and monies, arising out of or related to use, rental, sale, lease, or other disposition of any of the property described in this Collateral section.
- (f) All proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in this Collateral section.

952630741174
\$ 10.00 09/20/1995

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

Encumbrance. The word "Encumbrance" means any and all security interests, mortgages, liens, privileges, and other contractual or statutory security interests or rights, of every nature and kind, that now or in the future may affect the Collateral or any part or parts of the Collateral.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

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

33-10.

OKLAHOMA CITY
OKLAHOMA
95 SEP 20 PM 2 15
FILED WITH FAA
REGISTERED

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

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

Grantor. The word "Grantor" means PRO AIR SERVICE OF SALT LAKE, its successors and assigns.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and interest, together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities, plus interest thereon, of Grantor, or any one or more of them, to Lender, as well as all claims by Lender against Grantor, or any one or more of them, whether existing now or later; whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Grantor may be liable individually or jointly with others; whether Grantor may be obligated as guarantor, surety, accommodation party or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable. (Initial Here)

Lender. The word "Lender" means CENTRAL BANK, its successors and assigns.

Note. The word "Note" means the note or credit agreement dated September 8, 1995, in the principal amount of \$23,100.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement. This Note has been delivered to Lender and accepted by Lender in the State of Utah.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

RIGHT OF SETOFF. Grantor hereby grants Lender a contractual possessory security interest in and hereby assigns, conveys, delivers, pledges, and transfers all of Grantor's right, title and interest in and to Grantor's accounts with Lender (whether checking, savings, or some other account), including all accounts held jointly with someone else and all accounts Grantor may open in the future, excluding however all IRA, Keogh, and trust accounts. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all Indebtedness against any and all such accounts.

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

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

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

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

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

Perfection of Security Interest. Grantor agrees to execute financing statements and to take all other actions requested by Lender to perfect and continue Lender's security interests in the Collateral. In particular, Grantor will perform, or will cause to be performed, upon the request of Lender, each and all of the following:

- (a) Record, register and file this Agreement, together with such notices, financing statements or other documents or instruments as Lender may request from time to time to carry out fully the intent of this Agreement, with the FAA in Oklahoma City, Oklahoma, United States of America and other governmental agencies, either concurrent with the delivery and acceptance of the Aircraft or promptly after the execution and delivery of this Agreement.
- (b) Furnish to Lender evidence of every such recording, registering, and filing.
- (c) Execute and deliver or perform any and all acts and things which may be reasonably requested by Lender with respect to complying with or remaining subject to the Geneva Convention, the laws and regulations of the FAA, and the laws and regulation of any of the various states or countries in which the Aircraft is or may fly over, operate in, or become located in.

Grantor hereby appoints Lender as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interests granted in this Agreement. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral. Grantor promptly will notify Lender of any change in Grantor's name including any change to the assumed business names of Grantor. Grantor further agrees to notify Lender in writing prior to any change in address or location of Grantor's principal governance office.

Location and Inspection of Collateral. Grantor will hangar or keep the Collateral at its home airport or base location of SALT LAKE AIRPORT #2, UT. Except for routine use, Grantor shall not remove the Collateral from its existing location without the prior written consent of Lender. At any reasonable time, on demand by Lender, Grantor shall cause the Collateral (including the logs, books, manuals, and records comprising the Collateral) to be exhibited to Lender (or persons designated by Lender) for purposes of inspection and copying. Grantor shall, whenever requested, advise Lender of the exact location of the Aircraft.

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

33-8.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) If an item is removed from the Aircraft and replaced in accordance with the requirements of this Agreement, and if the substituted item satisfies the requirements of this Agreement, including the terms and conditions of subsections (h)(1) and (h)(2) above, then the item which is removed shall thereupon be free and clear of the security interests and liens of Lender.

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

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

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

Maintenance of Casualty Insurance. Grantor shall procure and maintain at all times all risks insurance on the Collateral, including without limitation fire, theft, liability and hull insurance, and such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Grantor and Lender as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation and condition of the Aircraft, and further containing a broad form contractual liability endorsement covering Grantor's obligations to indemnify Lender as provided under this Agreement. Such policies of insurance must also contain a provision, in form and substance acceptable to Lender, prohibiting cancellation or the alteration of such insurance without at least ten (10) days' prior written notice to Lender of such intended cancellation or alteration. Such insurance policies also shall include an endorsement providing that coverage in favor of Lender will not be

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impaired in any way by any act, omission or default of Grantor or any other person. Grantor agrees to provide Lender with originals or certified copies of such policies of insurance. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Indebtedness, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. Grantor shall not use or permit the Collateral to be used in any manner or for any purpose excepted from or contrary to the requirements of any insurance policy or policies required to be carried and maintained under this Agreement or for any purpose excepted or exempted from or contrary to the insurance policies, nor shall Grantor do any other act or permit anything to be done which could reasonably be expected to invalidate or limit any such insurance policy or policies.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral in excess of \$500.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Lender shall have the right to receive directly the proceeds of any insurance on the Collateral, including accrued proceeds thereon, and to hold the proceeds as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. Subject to applicable laws, the reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured; (e) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (f) the expiration date of the policy. In addition, Grantor shall upon request (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Indemnification. Grantor shall indemnify and hold Lender harmless from and against all liabilities, claims and demands whatsoever arising from any cause, including the doctrine of strict liability, in connection with this Agreement or Lender's rights in the Collateral or in the use, sale, operation or possession of the Collateral.

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

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

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

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

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

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

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

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

EXPENDITURES BY LENDER. If not discharged or paid when due, Lender may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Grantor under this Agreement, including without limitation all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Lender also may (but shall not be obligated to) pay all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses shall become a part of the Indebtedness and, at

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Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default.

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

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

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

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

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

Death or Insolvency. The dissolution (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Collateral or any other collateral securing the Indebtedness. This includes a garnishment of any of Grantor's deposit accounts with Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

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

Insecurity. Lender, in good faith, deems itself insecure.

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

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

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

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in its own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor reasonable notice of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of relaying, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. To the extent permitted by applicable law, Lender shall have the following rights and remedies regarding the appointment of a receiver: (a) Lender may have a receiver appointed as a matter of right, (b) the receiver may be an employee of Lender and may serve without bond, and (c) all fees of the receiver and his or her attorney shall become part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

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

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

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

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

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

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Utah. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of UTAH County, State of Utah. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

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

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

Notices. All notices required to be given under this Agreement shall be given in writing, may be sent by telefacsimile, and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. To the extent permitted by applicable law, if there is more than one Grantor, notice to any Grantor will constitute notice to all Grantors. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address(es).

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Successor Interests. Subject to the limitations set forth above on transfer of the Collateral, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AIRCRAFT SECURITY AGREEMENT, AND GRANTOR AGREES TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 8, 1995.

GRANTOR:
PRO AIR SERVICE OF SALT LAKE

By: 
RICHARD SHIPMAN, Member

OKLAHOMA CITY
OKLAHOMA
95 SEP 20 PM 2 15
FILED WITH TAX
REGISTER

CC 00951
MAY 20 1997
CERT. ISSUE DATE

32-1

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

UNITED STATES REGISTRATION NUMBER **N 672 V**

AIRCRAFT MANUFACTURER & MODEL
BEECH 35-33

AIRCRAFT SERIAL No.
CD-97

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

CARLSBAD AIRCRAFT SALES ←

CHARBONNEAU THOMAS A. DBA

TELEPHONE NUMBER: **(619) 431-7597**

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **2016 G PALOMAR AIRPORT ROAD**

Rural Route: _____ P.O. Box: _____

CITY CARLSBAD	STATE CA.	ZIP CODE 92008
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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: N/A), or:

CHECK ONE AS APPROPRIATE:

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

b. A non-citizen corporation organized and doing business under the laws of (state) N/A 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 <i>Thomas G. Charbonneau</i>	TITLE OWNER	DATE 1/3/97
	SIGNATURE <i>THOMAS A. CHARBONNEAU</i>	TITLE OWNER	DATE
	SIGNATURE	TITLE	DATE

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

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CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
FEB 7 12 17 PM '97
OKLAHOMA CITY
OKLAHOMA

0 0 0 0 9 4 9
 00010442
 31-1

AIRCRAFT BILL OF SALE

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

UNITED STATES
 REGISTRATION NUMBER **N** 672 V
 AIRCRAFT MANUFACTURER & MODEL
BEECHCRAFT 35-33
 AIRCRAFT SERIAL No.
CD-97

CONVEYANCE
 ...

97 MAY 20 PM 4 01

DOES THIS 12th DAY OF DEC 1996
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION
 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.)

CARLSBAD AIRCRAFT SALES
 CHARBONNEAU THOMAS A. DBA
 2016 G PALOMAR AIRPORT ROAD
 CARLSBAD, CA. 92008

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 12th DAY OF DEC 19 96

SELLER

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

970381221139
 \$ 5.00 02/07/1997

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

ORIGINAL: TO FAA

31

OKLAHOMA CITY
OKLAHOMA

FEB 7 12 17 PM '97

COMPANY
FILED WITH FAA
AIRCRAFT REGISTRATION
SECTION

4 9 4

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

UNITED STATES
REGISTRATION NUMBER **N 672 V**

AIRCRAFT MANUFACTURER & MODEL
BEECHCRAFT 33

AIRCRAFT SERIAL No.
CD-97

CERT. ISSUE DATE

Sold
30-1

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

DANTIN DENNIS S.

TELEPHONE NUMBER: (**619**) **930-9209**

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **5430 CARLSBAD BLVD.**

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
CARLSBAD	CA.	92008

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: **N/A**), or:

CHECK ONE AS APPROPRIATE:

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

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 <i>[Signature]</i>	TITLE INDIVIDUAL	DATE 4/9/96
	SIGNATURE DENNIS S. DANTIN	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.

30

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
'96 APR 17 PM 1 12
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

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

00010441
29-1

UNITED STATES
REGISTRATION NUMBER N672V

AIRCRAFT MANUFACTURER & MODEL
BEECH CREDIT DEBONAIR

AIRCRAFT SERIAL No.
CD-97

DOES THIS _____ DAY OF _____ 19____
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)

DANTIN DENNIS S.
5430 CARLSBAD BLVD
CARLSBAD CA. 92008

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)

<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

961080947096
\$ 10.00 04/17/1996

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

ORIGINAL: TO FAA

29

CONVEYANCE
 FILED WITH FAA
 AIRCRAFT REGISTRY
 96 APR 17 PM 1 12
 OKLAHOMA CITY
 OKLAHOMA

CONVEYANCE FILED WITH
 FAA AIRCRAFT REGISTRY
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 OKLAHOMA CITY
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28

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
FEB 7 12 17 PM '97
OKLAHOMA CITY
OKLAHOMA

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAY 19 12:33
OKLAHOMA CITY
OKLAHOMA



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

Flight Standards Service
Civil Aviation Registry

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116

"Retain"

27-1

December 23, 1996

County of San Diego
Treasurer-Tax Collector
1600 Pacific Hwy 152
San Diego, CA 92101-2475

RETURN OF DOCUMENTS FOR N 672V

The release received _____ as micro number _____ describing a security conveyance dated _____ from _____ to _____ and assigned to _____ is returned to you as the conveyance described has not been filed with the Civil Aviation Registry. A release is not recordable unless the security instrument to which it refers has been recorded.

The tax lien _____ received 12-6-96 as micro number 1152, dated 10-31-96 from San Diego County Tax Collector to _____ is returned. A security instrument is not acceptable for recording unless the debtor is the owner of the aircraft on the date the instrument is executed, as shown by the documents in file with the Civil Aviation Registry. Our records show the aircraft has been sold to Pro Air Services of Salt Lake City.

JM
Jennifer McKinney
Legal Instruments Examiner
Aircraft Registration Branch

Enclosure claim of lien

SECURITY AGREEMENT



To: Bank of America NT & SA
 106 Court Street
 Eagle Mountain, California

December 18, 19 78

I grant you a security interest in the following property (the "Property"):

Loan No. _____
 JAN 18 10 04 AM '79
 FEDERAL RESERVE BANK OF AVIATION
 ADMINISTRATION

YEAR MODEL	MANUFACTURER'S MAKE OR TRADE NAME	MODEL NAME	BODY TYPE OR SIZE	MANUFACTURER'S SERIAL NO. OR I.D. NO.	REG. NO.	MODEL ENGINE
1960	Beechcraft	Debonair		CD-97	4672	
		35-38				
DESCRIBE EXTRA EQUIPMENT AND SERIAL NO'S.						

now and to be permanently located, garaged, hangared, or moored in the City of Tucson, County of Pima, State of Ar, (the "Location") together with all equipment, parts, and accessories I own or will own that are installed in or affixed to the Property.

I grant this security interest to secure the payment of:

A promissory note in the original principal amount of Eighteen Thousand Six Hundred Seventy and No/100 ***** DOLLARS (\$18,670.00), dated December 18, 19 78, which is payable by

Ronald Fierback to you (the "Note");

CUSTOMER(S) NAME(S)

- All extensions, revisions, or renewals of the Note;
- All late charges on the Note;
- "Collection and Protection Costs"—including attorneys' fees, court costs, and any other money you spend in collecting the Note, or in finding, taking possession of, repairing, protecting, insuring or storing the Property, or returning the Property to the Location or to the place of its sale if you find it necessary to sell the Property pursuant to this Security Agreement; and
- Any other sum I owe or will owe you unless that debt arises out of a consumer credit transaction which is subject to the disclosure requirements of the Federal Truth in Lending Law and there is no written agreement between you and any of us who sign this Security Agreement that the Property is to secure that debt.

1. This Security Agreement will remain in effect until the Note and any other sum secured hereby has been completely paid and I have done everything else I have agreed to in this Security Agreement.
2. I am the owner of the Property, and I have exclusive control of the Property. No one else other than you has any claim of any kind to the Property.
3. I will not use and I will not permit anyone else to use the Property:
 - for any unlawful purpose, including as an example—illegally transporting or concealing intoxicating liquors, drugs, narcotics, or contraband goods of any kind; or
 - for any racing competition of any type; or
 - for rental or military purposes.
4. I will register, use, and control the Property as specified in the laws and regulations dealing with the registration, use, and control of the Property.
5. If the Property includes vehicle(s) or vessel(s) required by the State of the Location to be registered and/or licensed, for such vehicle(s) or vessel(s) I will at once:
 - obtain the required license(s) and registration(s);
 - give you the number of each license and registration; and
 - deliver to you the certificate(s) of legal ownership showing you or your assignee as legal owner.
6. If the Property includes aircraft, I will:
 - not operate or permit anyone else to operate the aircraft without permanent or temporary authority under the Federal Aviation Act of 1958, as amended (the "Act");
 - keep the aircraft in airworthy condition at all times pursuant to the provisions of the Act, and the orders, rules, and regulations of the Administrator of the Federal Aviation Administration; and
 - register the aircraft as set out in Section 501 of the Act.
7. I will pay for and handle the recording, registering, and filing of this Security Agreement and such other papers from time to time as you may request of me in such jurisdictions and offices as you may specify. This is so you may have a valid enforceable security interest in the Property, and rights of a secured party as to the Property, superior to any other claim or right anyone might have or come to have as to the Property while the Security Agreement is in effect.
8. I will give you proof satisfactory to you of every recording, registering, and filing requested by you and will do all things and execute all papers as you may specify for the purpose of carrying out this Security Agreement and its intent.
9. I will not transfer any right to the Property or any part of it, to anyone except you, and I will not:
 - remove or permit anyone else to remove the Property from the Location for any period longer than thirty (30) consecutive days, without your prior written permission;
 - misuse, hide, sell, abandon or lose possession of the Property;
 - permit any lien, encumbrance or other claim to exist against the Property; and
 - if the Property includes aircraft, operate such aircraft outside of the United States, without your written permission.
10. I will:
 - show you the Property whenever you want;
 - keep the Property in as good condition and repair as it now is, ordinary wear and tear excepted;
 - pay within thirty days all bills for repairs or storage of the Property;
 - suitably shelter the Property; and
 - pay promptly all taxes levied or assessed on, and all liens which may attach to, the Property.
11. I agree that the loss, damage, or destruction of the Property or any part of the Property will in no way release me from my duties under this Security Agreement or under the Note.

SECURITY AGREEMENT

12. If the Property includes vessel(s), aircraft, or vehicle(s), I agree to get, pay for, and keep in full force a policy or policies of insurance on the Property, satisfactory to you and issued by an insurance carrier approved by you, naming both you and me as insureds for the hazards of fire, theft, total or partial destruction, collision, and such additional hazards, including public liability, and including flood (in the event the Property includes a mobile home), as you may reasonably require. Each such policy shall be delivered to you and held by you during the term of this Security Agreement. The loss under each such policy shall be paid first to you or your assigns up to the amount of everything I owe you which is secured by this Security Agreement, and the balance, if any, to me, as specified in a loss payable endorsement satisfactory to you. I grant you a security interest in, and assign to you, the proceeds of any insurance on the Property whether paid by reason of loss, damages, return or refund of premium, or otherwise. You shall use such proceeds at your option to replace the Property or pay what I owe you that is secured by this Security Agreement. I assume all risks of damage to or loss of the Property whether or not insured against. If I should ever fail to deliver the required policy or policies to you or take out the insurance specified above, or pay for that insurance, you may, at my cost and expense, but without any duty to do so, get and pay for insurance covering the hazards of fire, flood, theft, total or partial destruction, collision, and such additional hazards as you may reasonably choose to insure against and naming as the insured, at your option, either both you and me or you only and any money you spend to get and keep such insurance shall be secured by this Security Agreement and shall be repayable by me in the manner set out in Paragraph (13) as Advance(s) for the protection of your security interest in the Property. Any sums you receive upon cancellation of any such policy may be applied by you to any sum I owe you that is secured by this Security Agreement.

13. I authorize you, but do not require you to pay any amount(s) as you believe are necessary to protect or preserve your security interest in the Property. These amount(s) shall be called Advance(s). All such Advances and all sums described in this Security Agreement as "Collection and Protection Costs" shall, at your option, be immediately due and payable to you by me with interest at the rate of ten percent (10%) per year or be added to the balance of the Note together with a finance charge computed for the remainder of the term of the Note at the rate otherwise applicable to the Note, in which case you may increase each of the then unpaid monthly instalments not then due by an amount sufficient to provide for payment of these Advances and this finance charge over the remainder of the term of the Note. When I make a payment under the Note or under this Security Agreement, notwithstanding any contrary provision in the Note, you are to apply it as follows:

- first, to pay any unpaid interest on "Collection and Protection Costs," and on Advances as described in this Paragraph (13);
- second, to pay such Advances and "Collection and Protection Costs"; and
- third, the balance, if any, to the Note as provided in the Note.

If any of my payments is not large enough to pay for any of these things, including the amounts then due under the Note, I will immediately make an additional payment to make up the difference, and if I do not, you may, at your option, make the Note and all other sums secured by this Security Agreement immediately due and payable, and you may exercise any of your rights under the Security Agreement, including those specified in Paragraphs (14) and (15).

14. If (a) I fail to pay you as provided in the Note, (b) I fail to pay anything else I owe you or come to owe you, even if not secured by the Property, (c) I fail in any way to keep any promise or agreement I have made in this Security Agreement, (d) I abandon the Property, or (e) the Property or any other property of mine is attached or any type of bankruptcy petition is filed by or against me or I commit any act which will entitle my creditors to file a bankruptcy petition against me, then (i) the entire unpaid balance of the Note and any other sums I owe you whether or not then due, including advances made by you as provided in this Security Agreement, and other sums I owe you that are secured by this Security Agreement and unpaid interest on all such sums, shall immediately become due and payable at your option without notice to me and (ii) you may at once proceed to foreclose this Security Agreement according to law, and you may enter the premises where the Property may be located, take possession of it and remove and sell and dispose of it at public or private sale without making any demand on me to keep my promises and agreements set out in this Security Agreement, or Note, every demand and every notice being expressly waived by me to the extent permitted by law. Any notice of sale or other intended action by you mailed at least five (5) days prior to such action or sale shall constitute reasonable notice to me, unless a longer notice period is specifically required by law.

15. I irrevocably appoint and authorize you to act as my true and lawful agent to make all necessary transfers of ownership of the Property sold as provided in Paragraph (14) and to make, execute, and deliver all necessary instruments, assignments, and transfers of ownership. I promise that if you ask me I will sign and deliver to such purchaser(s) of the Property at any sale held under this Security Agreement, any instruments requested by you to confirm to such purchaser(s) all my rights to the Property sold. From the proceeds of any such sale you may first keep an amount equal to the sums owed you by me that are secured by this Security Agreement. You shall at once pay me (or whomever is lawfully entitled) the remainder of such proceeds if there is a surplus and I shall pay you at once the difference if there is a deficit. Any failure on my part to do anything I have promised or agreed to in this Security Agreement or Note may be regarded by you without notice to me as a default and you shall have all the rights and remedies of a secured party under the California Commercial Code, or other applicable law, and all rights and remedies shall, to the extent permitted by law, be cumulative. You or your agent may bid and purchase at any sale made under or authorized by this Security Agreement, or at any sale made upon foreclosure of this Security Agreement.

16. I agree that if the value of the Property substantially decreases you have the option of asking me to provide you with additional security to make up the difference, and if I fail to give such additional security you may regard this as you would my failure to keep any other promise or agreement I have made in this Security Agreement.

17. Please send all notices to me at the address shown below my signature.

18. This Security Agreement has been signed in, and shall be governed by the laws of, the State of California.

19. If more than one person signs this Security Agreement we will be jointly and severally liable. You may collect from or sue any one or more of us without giving up any of your rights against the others. Each of us who is married and signs the Note and this Security Agreement expressly agrees that his or her separate property shall be liable for payment of the Note and all other sums secured by this Security Agreement. HOWEVER, THOSE OF US WHO SIGN THIS SECURITY AGREEMENT, BUT NOT THE NOTE, WILL NOT BE LIABLE BEYOND OUR INTEREST IN THE PROPERTY.

Ronald Fierback (Signature) Ronald Fierback (owner) (Signature)
OKLAHOMA CITY OKLAHOMA

602 S. Marvin Avenue, Tucson, Arizona 85710

(Address)

(Address if different)

(Address if different)

SUBMITTED BY I. A. T. S.

883010W
0000000000

070100V

SUBMITTED BY I.A.T.S.

OKLAHOMA CITY
OKLAHOMA
JAN 8 8 13 AM '79
AIRCRAFT REGISTRY
FILED WITH FAA
CONVEYANCE

FORM APPROVED:
OMB NO. 34-80074

DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY. 24-1

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE 0 0 0 0 0 0 4 7 1

FOR AND IN CONSIDERATION OF \$ 1.00/0VC THE
 UNDERSIGNED OWNER(S) OF THE FULL, LEGAL AND
 BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
 FOLLOWS:

AIRCRAFT MAKE AND MODEL
Beech 35-33

MANUFACTURER'S SERIAL NUMBER
CD-97

NATIONALITY & REGISTRATION MARKS
N672V

DOES THIS 18th DAY OF Dec 19 78
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION
 ADMINISTRATION

CONVEYANCE
 RECORDED
 JAN 16 10 04 AM '79
 V 3 2 8 2 7

PURCHASER

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

Ronald Fierback
 602 S. Marwin Avenue
 Tucson, Arizona 85710

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 18 DAY OF Dec 19 78

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Tucson Beechcraft, Inc	<i>[Signature]</i>
	OKTYPOMY COPY ONLY OF		
	THE 8 8 13 11 12		

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

ORIGINAL: TO FAA

AC FORM 8050-2 (4-71) (0052-628-0002)

24

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738551

RECEIVED
COMMUNICATIONS

JAN 12 10 04 AM '86

FEDERAL AVIATION
ADMINISTRATION

FORWARD PROCEED
600 S. LOVELL AVENUE
TULSA, OKLAHOMA 74119

SUBMITTED BY T.A.T.S.

OKLAHOMA CITY
JAN 8 8 13 AM '86

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY

23-1

0 0 0 0 0 0 4 7 4

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

Judson Bechcraft Inc

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Michigan National Bank of Detroit
Detroit, mi 48017

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE
RECORDED
JAN 16 7 48 AM '79
FEDERAL AVIATION
ADMINISTRATION

V 3 2 8 1 1

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
<u>672V</u>	<u>CD-97</u>	<u>Buch 35-33</u>

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 4-15-78 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 10-4-78 AS CONVEYANCE NUMBER E 55259 D Jackson
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: 12-12-78
Michigan National Bank of Detroit
(Name of security holder)
SIGNATURE (in ink) Robert L. Lindow
TITLE Robert L. Lindow, AVP

(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):

135811

CONSOLE

1981 18 18 04 13

FEDERAL AVIATION
ADMINISTRATION

REGISTRATION NUMBER		REGISTRATION CLASSIFICATION	
N 135811		A	
REGISTRATION STATE		REGISTRATION DATE	
OKLAHOMA		5-2-86	
REGISTRATION TITLE		REGISTRATION TYPE	
OWNER'S NAME		REGISTRATION FEE	
REGISTRATION FEE		REGISTRATION FEE	
REGISTRATION FEE		REGISTRATION FEE	

REGISTRATION NUMBER	REGISTRATION CLASSIFICATION
N 135811	A
REGISTRATION STATE	REGISTRATION DATE
OKLAHOMA	5-2-86

REGISTRATION NUMBER	REGISTRATION CLASSIFICATION
N 135811	A
REGISTRATION STATE	REGISTRATION DATE
OKLAHOMA	5-2-86

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N 135811	A
REGISTRATION STATE	REGISTRATION DATE
OKLAHOMA	5-2-86

REGISTRATION NUMBER	REGISTRATION CLASSIFICATION
N 135811	A
REGISTRATION STATE	REGISTRATION DATE
OKLAHOMA	5-2-86

RECEIVED BY I.A.T.S.

JAN 8 8 13 AM '79

FILED WITH FAA AIRCRAFT REGISTRY

CONVEYANCE

FAA AIRCRAFT REGISTRY

0000000000

FORM 8888

ALABAMA NATIONAL BANK

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

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

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

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

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

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

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

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

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

FAA AIRCRAFT REGISTRY
CONFIRMATION FILED WITH



UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB NO. 32-R0076
 DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 21-1

AIRCRAFT BILL OF SALE 0 0 0 0 0 0 8 1 1

FOR AND IN CONSIDERATION OF \$ 1.0000 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE AND MODEL: **Beech-35-33**

MANUFACTURER'S SERIAL NUMBER: **CD-97**

NATIONALITY & REGISTRATION MARKS: **N672V**

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

FILED
 CONVEYANCE
 RECORDED
 Oct 4 1 15 PM '78
 E 5 5 2 5 8

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

Tuscon Beechcraft, Inc.
Tuscon International Airport
TUSCON, Arizona
TUCSON

DEALER

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 21 DAY OF 7 19 77

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Ty Cobb Aircraft Sales Inc.	<i>Ty Cobb</i>	President & Chairman

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

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THE FOLLOWING INFORMATION IS FOR THE USE OF THE FAA AIRCRAFT REGISTRY
 ONLY. IT IS NOT TO BE RELEASED TO THE PUBLIC.
 THIS INFORMATION IS THE PROPERTY OF THE FAA AND IS TO BE KEPT
 CONFIDENTIAL. IT IS TO BE DESTROYED WHEN NO LONGER NEEDED.
 DATE OF REGISTRATION: 05-02-86
 REGISTRATION NUMBER: 4N
 MAKE: [illegible]
 MODEL: [illegible]

DEALER

Tucson Beechcraft, Inc.
 Tucson International Airport
 Tucson, Arizona

OKLAHOMA CITY, OKLA

SEP 26 10 15 AM '78

AIRCRAFT REGISTRY

FORM APPROVED
 OMB NO. 04-00076
 UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY. 20-1
 000000812

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$1,000.00 & OVC THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
 BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
 FOLLOWS:

AIRCRAFT MAKE AND MODEL
 Beech 35-33

MANUFACTURER'S SERIAL NUMBER
 CD 97

NATIONALITY & REGISTRATION MARKS
 USA 672V

DOES THIS 6th DAY OF May 19 77

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
 Ty Cobb Aircraft Sales, Inc.
 9191 Plank Road
 Baton Rouge, Louisiana 70811

FEDERAL AVIATION
 ADMINISTRATION

OCT 4 1 15 PM '78

CONVEYANCE
 RECORDED

E 5 5 2 5 7

AND TO said 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 6 DAY OF 5 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)
		Rusk Aviation, Inc.	<i>W. Rusk</i>

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

PURCHASER'S COPY (This copy must be signed in ink if
 submitted to the FAA.)

FORM APPROVED:
 OMB NO. 94-R0076
 UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE

DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY. 19-1
 0 0 0 0 0 8 1 3

FOR AND IN CONSIDERATION OF \$100,000.00 THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
 BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
 FOLLOWS:

AIRCRAFT MAKE AND MODEL
Beech 35-33
 MANUFACTURER'S SERIAL NUMBER
CD 97
 NATIONALITY & REGISTRATION MARKS
N672V

DOES THIS *5th* DAY OF *May* 1977
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTEREST
 IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER
 NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)
Rusk Aviation, Inc
Kankakee, Ill. 60901

CONVEYANCE
 RECORDED
 E 5 5 2 5 6
 OCT 4 1 15 PM '78
 FEDERAL AVIATION
 ADMINISTRATION

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 *5* DAY OF *5* 1977

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)
		<i>Dorsey E. Clinton</i>	<i>Dorsey E. Clinton</i>

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

ORIGINAL: TO FAA

19

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ED 529

100-1-100000

REGISTRATION

REGISTRATION NO. 11789

REGISTRATION DATE 02 27 86

REGISTRATION TYPE REG

REGISTRATION CLASS 11

REGISTRATION STATUS REG

REGISTRATION FEE 300

REGISTRATION TAX 0

REGISTRATION TOTAL 300

REGISTRATION RECEIPT NO. 11789

REGISTRATION RECEIPT DATE 02 27 86

REGISTRATION RECEIPT TYPE REG

REGISTRATION RECEIPT CLASS 11

REGISTRATION RECEIPT STATUS REG

REGISTRATION RECEIPT FEE 300

REGISTRATION RECEIPT TAX 0

REGISTRATION RECEIPT TOTAL 300

Rock Mountain Inc
Kankakee, Ill. 60901

OKLAHOMA CITY, OKLA

SEP 26 10 15 AM '78

FAA AIRCRAFT REGISTRY
CONVEYANCE FILED WITH

ORIGINAL TO FAA

FAA AIRCRAFT REGISTRY
 CAMERA NO: 4N DATE: 5-2-86

FORM APPROVED: OMB No. 04-R0076 18-1

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

F 08 05 '74

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

CERT. ISSUE DATE

NATIONALITY AND REGISTRATION MARKS N 672V

AIRCRAFT MAKE AND MODEL Beech Debonair 35-33

AIRCRAFT SERIAL No. CD-97 FOR FAA USE ONLY

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

ADDRESS (Permanent mailing address for first applicant listed.)
 Number and street:
 Rural Route: P. O. Box: 125

<input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE	CITY <u>Shelby</u>	STATE <u>Ind.</u>	ZIP CODE <u>46377</u>
---	-----------------------	----------------------	--------------------------

(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 <u>Dorsey E. Clinton</u>	TITLE <u>owner</u>	DATE <u>7-4-74</u>
	SIGNATURE	TITLE <u>owner</u>	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.

18

MICRO

FAA AIRCRAFT REGISTRY
 OMAHA, NEBRASKA
 CD-01
 Clinton, George H.
 1-1-77
 OKLAHOMA CITY, OKLA
 JUN 24 2 11 PM '74
 FAA AIRCRAFT REGISTRY
 OMAHA, NEBRASKA

FORM APPROVED:
OMB NO. 94-R0076

DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

17-1

AIRCRAFT BILL OF SALE

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

FEDERAL AVIATION
ADMINISTRATION
APR 21 1 04 PM '86

CONVEYANCE
RECORDED

F 7 5 3 9 5

AIRCRAFT MAKE AND MODEL
Beech Debonair

MANUFACTURER'S SERIAL NUMBER
CD-97

NATIONALITY & REGISTRATION MARKS
N 672V

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)

Clinton, Dorsey E.
Box 125
Shelby, Ind. 46377

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)
		McCullum Aviation, Inc. OKLAHOMA CITY, OKLA	<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

17

12382

RECORDED
CONVEYANCE

MICRO

REGISTRATION
OF AVIATION
1 of 1

CD-97
N 873A

Beech
Debonair

Clinton, Dorsey E.
Box 125
Shelby, Ind. 46377

RECORDED

OKLAHOMA CITY, OKLA.
McCollum Aviation, Inc.
MAY 24 2 32 PM '86

FAA AIRCRAFT REGISTRY
CONVEYANCE FILED WITH

ORIGINAL TO FAA

FAA AIRCRAFT REGISTRY
CAMERA NO: 4N DATE: 5 - 2 - 86

FORM APPROVED: OMB NO. 04-R0074
DO NOT WRITE IN THIS BLOCK FOR FEDERAL RECORDS
16-3
X

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL
Beechcraft Debonair

MANUFACTURER'S SERIAL NUMBER
CB-97

NATIONALITY & REGISTRATION MARKS
N672V

DOES THIS DAY OF 19
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
McCollum Aviation, Inc.
RR 5
Danville, Ill. 61832

FEDERAL AVIATION
ADMINISTRATION

Nov 26 10 34 AM '73

COPIES
RECORDED

P 00325

DEALER

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)
		Sky Aircraft Sales Inc.	<i>D. J. Pearson</i>

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) (5052-629-0002)

MICRO

16-2

6006050

NOV 12 3 29 PM '73

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF THE
UNDERSIGNED OWNER(S) OF THE AIRCRAFT DESCRIBED AS
FOLLOWS:
AIRCRAFT MAKE AND MODEL
Deponair
MANUFACTURER SERIAL NUMBER
28 197
REGISTRATION & REGISTRATION MARKS
N037A
DATE OF
HEREBY SELLER GRANT, TRANSFER AND
RESERVE ALL RIGHTS, TITLE AND INTERESTS
IN AND TO SUCH AIRCRAFT UNIT(S)

DELETED

McCullum Aviation, Inc.
Rt. 2
Denville, Ill. 61832

RECEIVED

AND TO
SINGULARLY THE SAID AIRCRAFT FOREVER AND WAIVING THE SAID INTERESTS
EXCEPTORS, ADMINISTRATORS AND AGENTS TO HAVE AND TO HOLD
IN TESTIMONY WHEREOF I HAVE SET
HAND AND SEAL THIS
DAY OF

NAME (S) OF SELLER (PLEASE PRINT FULL NAME) SIGNATURE (S) IN BLOCK LETTERS DATE	SIGNATURE (S) IN BLOCK LETTERS DATE	BUYER'S NAME (S) (PLEASE PRINT FULL NAME) SIGNATURE (S) IN BLOCK LETTERS DATE
SKY AIRCRAFT SALES, INC. OKLAHOMA CITY, OKLA		

RECEIVED

NOV 12 3 29 PM '73
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

ORIGINAL TO BUYER

FORM APPROVED
 OMB NO. 04-R0074

DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY.

16-1

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



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

AIRCRAFT MAKE AND MODEL
 Beech 35-33

MANUFACTURER'S SERIAL NUMBER
 CD97

NATIONALITY & REGISTRATION MARKS
 N-672V

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.)

McCollum Aviation, Inc.
 RR 5
 Danville, Ill. 61832

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)
		SKY AIRCRAFT SALES, INC.	<i>Thomas J. Peirce</i>
		OKT VHOVY CILX OKTY MOA 12 3 51 5H 53	
		LVV VIBCVL1 BEGIBIA COMAEVHCE EIGED MLH	

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

ORIGINAL: TO FAA

IMCMI

16
 5-11-86

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL
 Beech 35-33

MANUFACTURER'S SERIAL NUMBER
 CD87

NATIONALITY & REGISTRATION MARKS
 N-873V

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

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

BUYER

McCormick Aviation, Inc.
 RR 5
 Daville, Ill. 61832

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS DAY OF

NAME (2) OF SELLER (TYPE OR PRINT)	NAME (2) OF BUYER (TYPE OR PRINT)
1. [Signature]	McCormick Aviation, Inc.
2. [Signature]	

DATE: NOV 19 3 27 PM '73
 OKLAHOMA CITY, OKLA

CONVEYANCE FILED WITH
 FAA AIRCRAFT REGISTRY

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

ORIGINAL TO FAA

FORM APPROVED
 OMB NO. 34-80076
 UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY



15-1

AIRCRAFT BILL OF SALE OVC

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

AIRCRAFT MAKE AND MODEL

Beech 35-33

MANUFACTURER'S SERIAL NUMBER

CD-97

NATIONALITY & REGISTRATION MARKS

N672V

DOES THIS 18th DAY OF Sept. 19 73

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

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

PURCHASER

Sky Aircraft Sales, Inc.
 P. O. Box 1661
 Flagstaff, Arizona 86001

FEDERAL AVIATION
 ADMINISTRATION
 RECEIVED
 NOV 26 10 34 AM '73

P00324

AND TO said 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 18 DAY OF Sept 73

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)
		William M. Caserta dba Aero Aviation Company	<i>William M. Caserta</i>
		EVV VHSOYEL UEDISILU COHAEAYHCE EIGED HILH	

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

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

NATIONALITY AND REGISTRATION MARKS **N672V**

AIRCRAFT MAKE AND MODEL **Beech 35-33**

AIRCRAFT SERIAL No. **CD-97**

CERT. ISSUE DATE

B 100373

FOR FAA USE ONLY

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

**Caserta, William M.
dba Aero Aviation Company**

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **1990 Norton Road**

<input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE	Rural Route:	P. O. Box:	ZIP CODE
	CITY: Columbus	STATE: Ohio	43228

(No fee required for revised Certificate of Registration)

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE <i>[Signature]</i>	TITLE Owner	DATE Sept. 15, 1973
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

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W838N
88-88-88
00-27

General Aviation Company
1990 Houston Road

48388

0000

Company

OKLAHOMA CITY, OKLA.

SEP 20 3 42 PM '73

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

FORM APPROVED: OMB NO. 25-70075
 DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE *JIM 7296*

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

AIRCRAFT MAKE AND MODEL: Beech Deb 33
 MANUFACTURER'S SERIAL NUMBER: CD-97
 NATIONALITY & REGISTRATION MARKS: N672V

CONVEYANCE RECORDED
OCT 3 8 39 AM '73
FEDERAL AVIATION ADMINISTRATION

DOES THIS 15 DAY OF Sept. 1973 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.)
Caserta, William M.
dba Aero Aviation Company
1990 Norton Road
Columbus, Ohio 43228

aac

AND TO Said 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 15 DAY OF Sept 73

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>MIDWESTERN INDIAN CIVIL AVIATION</u>	<i>[Signature]</i>
	<u>SEP 50 3 45 PM '73</u>		
	<u>MICHAEL W. BISHOP</u>		

20 54 30 13005.002A

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

ORIGINAL: TO FAA

13

MICRO

RECORDED
OCT 1 8 32 AM '73
FEDERAL AVIATION
ADMINISTRATION

FOR AND IN CONNECTION WITH THE REGISTRATION OF AN AIRCRAFT OR AIRCRAFT ENGINE OR PROPPELLER OR ROTARY WING OR AIRCRAFT PARTS OR ACCESSORIES OR FOR THE PURPOSES OF THE FEDERAL AVIATION ACT OF 1958 (49 U.S.C. 10101-10119) AND THE FEDERAL AVIATION REGULATIONS (14 CFR) THEREUNDER, THE FOLLOWING INFORMATION IS HEREBY DECLARED AS TRUE AND CORRECT BY THE SIGNER:

NAME AND ADDRESS
Gardner, William M.
dba Aero Aviation Company
1990 Norton Road
Columbus, Ohio 43228

FORGIVEN

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND SEAL THIS 15th day of Sept 73

NAME OF SELLER
SIGNATURE
DATE

OKLAHOMA CITY, OKLA

SEP 20 3 42 PM '73

REC'D JHR OSR

ACKNOWLEDGEMENT FILED WITH ORIGINAL REGISTRY

ORIGINAL TO FAA

C 17 JAN 1970

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

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION 12-1 APPLICATION FOR AIRCRAFT REGISTRATION			
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government			
NATIONALITY AND REGISTRATION MARKS N <u>602K</u>	AIRCRAFT MAKE AND MODEL <u>Beechcraft E33</u> ³⁵⁻³³	AIRCRAFT SERIAL No. <u>CD97</u>	
NAME(S) OF APPLICANT(S) (Must be same as Purchaser on Bill of Sale; if individual(s), give last name(s), first name(s), and middle initial(s).) <u>Midwestair Inc</u>			
ADDRESS (Number and Street; P. O. Box; or Rural Route.) <u>6015 Manning Rd.</u>			
CITY <u>Miamisburg</u>	COUNTY <u>Montgomery</u>	STATE <u>Ohio</u>	ZIP CODE <u>45342</u>
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <u>Midwestair Inc</u>	TITLE _____	DATE _____
	SIGNATURE <u>John L. Lanier</u>	TITLE <u>President</u>	DATE _____
	SIGNATURE _____	TITLE _____	DATE _____
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

FAA AIRCRAFT REGISTRY
CAMERA NO: 4N DATE: 5-2-86

MICRO

12

[Faint, mostly illegible handwritten text, possibly including names and dates]

OKLAHOMA CITY, OKLA

NOV 20 11 05 AM '69

FAA AIRCRAFT REGISTRY

FAA AIRCRAFT REGISTRY
 CAMERA NO: 4N DATE: 5-2-86

FORM APPROVED—BUDGET BUREAU NO. 04-R076-2
 UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY.

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$13500.00 THE UNDERSIGNED
 OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE
 AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE AND MODEL

Beechcraft E33
 MANUFACTURER'S SERIAL NUMBER *6D 97* NATIONALITY & REGISTRATION MARKS *6071480*

DOES THIS *CD 97* DAY OF *APR* 19 *86*
 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.)
Midwestern Inc
6015 Manning Rd
Miamisburg Ohio
45342

CONVEYANCE
 RECORDED
 JUN 17 2 52 PM '70
 FEDERAL AVIATION
 ADMINISTRATION

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED
<i>None</i>		

IN FAVOR OF

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

SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)	NAME(S) OF SELLER (TYPED OR PRINTED)
<i>Lee W Bonner</i>	<i>Owner</i>	<i>Lee W Bonner</i>
<i>OR TV</i>		
<i>11 02 AM '86</i>		

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

BY SIGNING THIS INSTRUMENT
 I HEREBY CERTIFY THAT I AM
 THE OWNER OF THE AIRCRAFT

8005008A

ERO

07140

CONVEYANCE
RECORDED
JAN 17 5 25 PM '80
FEDERAL AVIATION
ADMINISTRATION

11
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
UNITED STATES OF AMERICA

APPROVAL AND RECORDS SECTION
THE ABOVE INFORMATION IS FOR THE USE OF THE
OFFICE OF THE REGISTER AND RECORDS SECTION OF THE
FEDERAL AVIATION ADMINISTRATION

APPROVED FOR SIGNATURE OF THE REGISTER AND RECORDS SECTION

DATE OF RECORDING

DATE OF RECORDING

DATE OF RECORDING

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DATE OF RECORDING

OKLAHOMA CITY, OKLA

NOV 20 11 05 AM '69

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

C 07 1479

10-1

RELEASE

CONVEYANCE
RECORDED

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

AIRCRAFT MAKE	Beech	FEDERAL AVIATION ADMINISTRATION
AIRCRAFT SERIAL NUMBER	CD 97	FAA REGISTRATION NUMBER
		N 672 V

The mortgage dated August 5, 1969, was executed
 by Lee W. Bonner, (Mortgagor),
 to CCEC, (Mortgagee),
 and assigned to Commercial Credit Equipment Corp.

This mortgage was recorded by the Federal Aviation Agency on August 12, 1969,
 and was assigned document number C067361.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage
 on October 27, 1969.

COMMERCIAL CREDIT EQUIPMENT CORP.



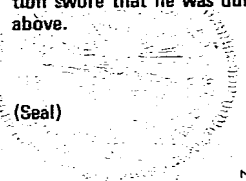
By: C. W. Wright
 Title
 C. W. Wright, Br. Office Manager

ACKNOWLEDGMENT

State of Ohio
 County of Franklin

on this 4th day of Nov, 1969
 before me personally appeared the above-named
 Mortgagee or Assignee, to me known to be the
 person described in and who executed the fore-

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



OKTYHONV CILX' OKTVA

Kay J. Gannon
 Notary Public (In Ink)

My commission expires: KAY E. HANNAN III, Esq.
 Notary Public, Franklin County, Ohio
 My Commission Expires April 29, 1974

MICRO

10

COMMERCIAL CREDIT EQUIPMENT FORM

ACKNOWLEDGEMENT

The mortgage dated August 18, 1969, was recorded by the Federal Aviation Administration on August 18, 1969. The mortgage was assigned to Commercial Credit Equipment Group, Inc. by Lee W. Bonner, Agent. The mortgage number is 0007381. The mortgage was recorded on October 27, 1969.

AIRCRAFT MAKE: Beech
AIRCRAFT SERIAL NUMBER: 0D 97
FEDERAL AVIATION ADMINISTRATION
FAA AIRCRAFT REGISTRY

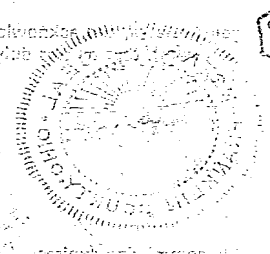
COMMERCIAL CREDIT EQUIPMENT FORM

ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge the recording of the above described mortgage and the assignment thereof to Commercial Credit Equipment Group, Inc. as of the date hereof.

Lee W. Bonner, Agent

OKLAHOMA CITY, OKLA
NOV 20 11 05 AM '69
GENERAL BE FILED WITH
FAA AIRCRAFT REGISTRY



1327

COMMERCIAL CREDIT **CCEC** EQUIPMENT CORP.

Aircraft Chattel Mortgage
 SPECIAL CREDIT EQUIPMENT CORP. 067361

1350 WEST FIFTH AVENUE COLUMBUS 12, OHIO DATE: Aug. 5, 1969

Lee W. Bonner
 PRINT NAME OF CUSTOMER OR CUSTOMERS
 517 North 11th Street - Mansfield, Ohio 45342 CONVEYANCE RECORDED

Commercial Credit Equipment Corp.
 1350 West Fifth Avenue - Columbus, Ohio 43215
 DATE: Aug 17 11 17 AM '69

FEDERAL AVIATION
 ADMINISTRATION

Above Mortgagee hereby sells, and undersigned Mortgagee hereby purchases on the terms and conditions set forth below AND ON THE REVERSE HEREOF the following aircraft in its present condition, delivery and acceptance of which Mortgagee hereby acknowledges:

YEAR MANUFACTURED	NEW OR USED	MANUFACTURER OF AIRCRAFT	MODEL NO.	SERIAL NO.
1960	Used	Beech	Debonair	GD97
MANUFACTURER OF ENGINE (S)		ENGINE SERIAL NUMBER (S)		FAA NO. OF AIRCRAFT
Cort				N-672-V

DESCRIBE EXTRA EQUIPMENT
 Fuel injection engine, 2 Mark 12-360's, 2 VOA-4, new Alfa 200 radio, ATGA transponder, Bendix ADF, 2 Axis Mitchell auto, pilot w/couplers, super sound proofing, rotating beacon, strobe light, heated pilot, static wiper, 1120 marker beacon, half gear panel

Mortgagee requests Mortgagee to purchase the insurance coverage indicated below and agrees to pay the premium therefor.

ALL-RISK BASIS AIRCRAFT HULL Insurance with following deductibles..... Premium \$.....

5% of Insured Value (Min. \$75 - Max. \$500.) \$.....

2 1/2% of Insured Value (Min. \$50 - Max. \$250.) \$.....

Coverage: Amount of policy, less depreciation and applicable deductible.

SINGLE LIMIT LIABILITY INSURANCE (Pass. Incl.) \$.....

Each occurrence— \$100,000 \$250,000 \$500,000

Each occurrence— \$750,000 \$1,000,000

Unless this block has been checked and a premium for Liability Insurance included, this retail instalment sale does not provide for Liability Insurance for Bodily Injury and Property Damage.

MEDICAL PAYMENTS* Ea. Person, Premium \$.....

\$500 \$1,000 \$2,000 \$2,500

*Available only to Private Business and Pleasure or Industrial Aid Risks.

INSURANCE COMPUTATION: Total

A. Annual Ins. Prem. \$..... x..... yrs = \$.....

B. Annual Finance Chg. on Ins. \$..... x..... yrs = \$.....

The coverages checked above will expire on the earlier of the due date of the final instalment hereunder, or cancellation upon prepayment.

1. Total Cash Del. Price	\$ 13,000 00
Downs Payment:	
Cash \$ 3,000.00	
Trade-in \$	
2. Total Down Payment	3,000 00
3. Unpaid Cash Sale Price (1 Minus 2)	10,010 00
4. Insurance Premium, if any	
5. Finance Charge— (Time Price Differential)	
On	
Unpaid Cash Balance \$	
On	
Insurance \$	
Total Fin. Chg. (a + b)	3,003 00
6. Total Time Balance (3 + 4 + 5)	13,013 00
Principal Balance (3 + 4)	10,010 00

Mortgagee agrees to pay Time Balance as follows: equal successive monthly instalments of \$ 216.89 each on the 6th day of each month commencing Sept. 19 69 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 instalment is payable one month from date of contract, or payable in unequal payments as follows:

After its maturity, each instalment shall draw interest at the rate of 8% per annum.

DATE AIRCRAFT DELIVERED → 8-5-69

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

Accepted by: *Lee W. Bonner* SIGN IN THE
 Signature of Buyer-Mortgagee Title
Commercial Credit & Equip SIGN IN THE
 Signature of Owner, Officer or Firm Member Title
Branch Officer Signature of Buyer-Mortgagee Title

SELLER: COMPLETE ASSIGNMENT ON REVERSE SIDE
 CCEC 15002-A OHIO
 This Copy to be Sent to CCEC
 DUPLICATE ORIGINAL

AUG 11 2 40 PM '69

AIRCRAFT CHATTEL MORTGAGE (Continued)

9

As security for the payment of Time Balance and the prompt and faithful discharge and performance of such covenant and agreement of Mortgagor hereinafter contained, Mortgagor hereby sells and mortgages to Mortgagee, its successors and assigns, the aircraft described on the reverse side hereof, together with all equipment and accessories now or hereafter used in connection therewith, and any substitutions or replacements thereof, all of which are mortgaged hereunder and are included in the description of the aircraft herein.

In the event Mortgagor should be liable for any lien or encumbrance against Aircraft, permit Aircraft to be damaged or injured, or fail to pay said taxes or to obtain and maintain all such insurance, then Mortgagee at its option may pay or discharge all such liens, encumbrances or taxes, repair any damages or injuries, pay the insurance premiums or, if such has not been done by Mortgagor, purchase any and all such insurance at Mortgagor's expense, and all sums of money thus expended are hereby secured by this mortgage, shall be repayable upon demand by Mortgagee to Mortgagee and may be retained by Mortgagee from the proceeds of the sale of the Aircraft herein authorized.

IN WITNESS WHEREOF, Mortgagor has duly executed this Chattel Mortgage on the day and year first above written on the reverse side hereof.

STATE OF Ohio
COUNTY OF Franklin

INDIVIDUAL AND PARTNERSHIP ACKNOWLEDGMENT

On this 5th day of July 1987, personally appeared before me, the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, Joe J. Berner (Mortgagor), to me personally known to be (the individual) (a partner in the partnership) described in and who/which executed and delivered the above Mortgage and he, being by me duly sworn and being informed of the contents of said Mortgage, stated and acknowledged that he signed, executed, sealed and delivered same as (his free and voluntary act and deed) (as the free and voluntary act of said partnership), for the uses, purpose and consideration therein mentioned and set forth.

CORPORATE ACKNOWLEDGMENT

On this ___ day of ___, 19___, personally appeared, before me, the undersigned, a Notary Public within and for ___ county and state aforesaid, duly commissioned and acting, (Name of Officer of Mortgagor), to me personally well-known to be and who stated that he was the (Title of Officer) of the Corporation named in and which executed the above Mortgage, and who knows the corporate seal of the said Corporation, and who, being by me duly sworn and acknowledged that the seal affixed to said instrument is the corporate seal of the said Corporation, that he was duly authorized to execute said instrument for, in the name of and on behalf of said Corporation, and that same was signed, sealed, executed and delivered by him in the name and on behalf of the said Corporation by authority of its Board of Directors and he duly acknowledged and stated the execution of said instrument to be his voluntary and free act and deed, his said capacity and the voluntary and free act and deed of said Corporation by it, and by him voluntarily executed for the uses, purposes and considerations therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 5th day of July 1987.
My commission expires: KAY F. HANNAN
(Notarial Seal) Notary Public, Franklin County, Ohio, Notary Public in and for Franklin County. My Commission Expires April 29, 1974

Assignment

For Value Received, Undersigned hereby sells, assigns and transfers the above mortgage to Commercial Credit Equipment Corp.
(Mortgagee's Trade, Firm or Corporate Name)

ACKNOWLEDGMENT COMMERCIAL CREDIT EQUIPMENT CORP.

STATE OF OHIO
COUNTY OF Franklin
On this 5th day of July 1987, before me, the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, I have personally known to be the person described in and who executed the foregoing assignment, and acknowledged that he signed, executed, sealed and delivered the same as his voluntary and free act and deed, his said capacity and the voluntary and free act and deed of said Corporation by it, and by him voluntarily executed for the uses, purposes and considerations therein mentioned and set forth.
Given under my hand and official seal the day and year above written.
(Seal)
CCEC 150024 OHIO
My Commission Expires

ADMINISTRATIVE
RECORDS DIVISION
MAY 15 11 13 AM '82

COPIES 381

FEDERAL AVIATION AGENCY
 APPLICATION FOR AIRCRAFT REGISTRATION

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

NATIONALITY AND REGISTRATION MARKS N 6728	AIRCRAFT MAKE AND MODEL Beech 35-33	AIRCRAFT SERIAL No. CD-95 6097
--	--	--------------------------------------

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

ADDRESS (Number and Street; P.O. Box; or Rural Route.)
 517 North 11th Street - Miamisburg, Ohio

CITY Miamisburg	COUNTY Montgomery	STATE Ohio	ZIP CODE 45342
--------------------	----------------------	---------------	-------------------

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

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED	SIGNATURE <i>Lee W. Bonner</i>	TITLE Owner	DATE 8-5-69
	SIGNATURE <i>Wnc 11 Tr 5/11/69</i>	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

FAA AIRCRAFT REGISTRY
 CAMERA NO: 4N DATE: 5 - 2 - 86

FORM APPROVED - BUDGET BUREAU NO. 04-R076.2
 UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY. 7-1

AIRCRAFT BILL OF SALE C 067360

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

AIRCRAFT MAKE AND MODEL
 Beech 35-33

MANUFACTURER'S SERIAL NUMBER NATIONALITY & REGISTRATION MARKS
 GD97 N-672-V

CONVEYANCE
 RECORDED

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

11 27 AM '69

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

FEDERAL AVIATION
 ADMINISTRATION

PURCHASER

Bonner, Lee W.
 517 North 11th Street
 Miamisburg, Ohio

ccp

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED
Chattel Mortgage	\$13,013.40	8-5-69

IN FAVOR OF
 Commercial Credit Equipment Corp., Columbus, Ohio

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

SELLER	SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)	NAME(S) OF SELLER (TYPED OR PRINTED)
		Seven Two Victor, Inc. J. W. Pickrel, - Treas. AUG 11 11 24 AM '69	<i>J. W. Pickrel</i>

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

BY AIRCRAFT REGISTRY
 CONFIRMED FILED WITH

AUG 11 24 AM '69
 800050088

7

MICRO 300

CONVEYANCE
RECORDED
AUG 15 11 33 AM '89
FEDERAL AVIATION
ADMINISTRATION

Banner, Lee W.
217 North Elm Street
Cincinnati, Ohio

Commercial Credit Equipment Corp., Columbus, Ohio
813.013.10
8-8-89

Seven Two Victor, Inc.
OKLAHOMA CITY, OKLAHOMA
COLUMBUS 12, OHIO
14350 WEST FIFTH AVENUE
AUG 15 11 33 AM '89
COMMERCIAL CREDIT EQUIPMENT CORP.

AUG 15 1989
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
OKLAHOMA CITY,
CCEC

FORM FAA-800 (PART A) (6-59)

6-1

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY
CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS N- 6724	MAKE AND MODEL OF AIRCRAFT Beech 35-33	AIRCRAFT SERIAL NO. CD-97
NAME OF OWNER Seven - Two - Victor Inc. ADDRESS OF OWNER—NUMBER AND STREET 1406 Third National Building CITY ZONE STATE Dayton 2 Ohio		THIS CERTIFICATE MUST BE CARRIED IN THE AIRCRAFT AT ALL TIMES
It is hereby certified that the above described aircraft has been duly entered on the register of the Federal Aviation Agency, United States of America, in accordance with the Convention on International Civil Aviation dated 7 December 1944, and with the Federal Aviation Act of 1958, and regulations issued thereunder. DATE OF ISSUE: December 27, 1960 rt [Signature] ACU 12-29-60 CHIEF, AIRCRAFT & AIRMAN RECORDS BRANCH Forward This Copy and the Duplicate Copy to Washington. (OVER)		

865 256

This form is only intended to be a suggested form of release which meets the recording requirements of the Federal Aviation Act of 1958 and the Regulations of the Administrator issued thereunder. In addition to these requirements, the form of release used by the mortgagee or assignee should be drafted in accordance with the pertinent provisions of the local statutes. If this release form meets the local statutes, you may use this copy. Copies of this form may be reproduced, if desired. 5-1

RELEASE DOC. RECORDED

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

JAN 11 3 30 PM '65

AIRCRAFT MAKE	Beechcraft	FEDERAL AVIATION AGENCY
AIRCRAFT SERIAL NUMBER	CD-97	FAA REGISTRATION NUMBER
		N-672V

The mortgage dated December 7, 1960, was executed by SEVEN-TWO-VICTOR, INC., (Mortgagor), to THE WINTERS NATIONAL BANK & TRUST CO., (Mortgagee), and assigned to _____

This mortgage was recorded by the Federal Aviation Agency on December 27, 1960, and was assigned document number 213195.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on December 28, 1964.

The Winters National Bank & Trust Co.

Name of Mortgagee or Assignee

Signature (In ink)

[Handwritten Signature]

Title

Vice President

ACKNOWLEDGMENT

State of Ohio on this 29th day of Dec. 19 64
 County of Montgomery before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)



[Handwritten Signature: Juanita Paul]

Notary public (In ink)

JUANITA PAUL, Notary Public
 In and for Montgomery County, Ohio
 My Commission Expires Jan. 25, 1968

My commission expires _____

MICRO

5

FEDERAL AVIATION AGENCY
EXAMINATION AND RECORDS DIVISION

621 North Robinson
Oklahoma City, Oklahoma

December 27, 1960

The Winters National Bank and Trust Company
of Dayton

Dayton, Ohio

Gentlemen:

MORTGAGOR: Seven-Two-Victor Inc.

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

This mortgage dated December 7, 1960 was recorded on December 27, 1960 as document number 213195, against aircraft registration number N672V.

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

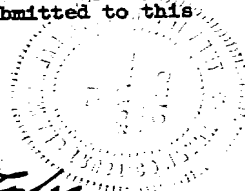
The release should be signed in ink by the mortgagee or the assignee, acknowledged by the signer before a notary public, and submitted to this office for recording.

There is no fee for the recording of a release.

Sincerely yours,



Robert E. Forbes
Chief, Aircraft and Airman
Records Branch



OKLAHOMA CITY, OKLA

JAN 9 3 30 PM '61

FEDERAL AVIATION
AGENCY AIRCRAFT
RECORDS BRANCH

213195

41

File OK

FILED RECORDED DOCUMENT
A230908

CHattel Mortgage C. RECORDED

DEC 27 3 05 PM '60

FEDERAL AVIATION AGENCY

BE IT KNOWN, That SEVEN-TWO-VICTOR, INC.

Mortgagor, in consideration of NINE THOUSAND SIX HUNDRED AND NO/100 Dollars (\$ 9,600.00) to them paid and loaned by THE WINTERS NATIONAL BANK AND TRUST COMPANY OF DAYTON, Dayton, Ohio, Mortgagee, the receipt of which is hereby acknowledged, do hereby BARGAIN, SELL, and CONVEY to the said Mortgagee, the following described goods and chattels, to-wit:

1960 Beechcraft 33 Debonair Aircraft
Aircraft Serial No. EN CD-97
FAA Registration Mark N-672V

Form FAA-505 Mailed
Date 12-27-60

OKLAHOMA CITY, OKLA.

DEC 27 11 23 AM '60

AIRCRAFT AND AIRPORT RECORDS BRANCH
FAA

Said Mortgagee may insure said property in the name and at the cost of said Mortgagor, for not more than \$ 9,600.00, loss, if any, to be paid to said Mortgagee, as its interest may appear; said cost of insurance being secured to Mortgagee by this mortgage.

If said goods and chattels, or any part of them, be secreted, or removed from their present location, or be seized by process of law, or be abused, misused, sold or further mortgaged, without said Mortgagee's written consent; or if there be any default of payment of said indebtedness, or any part thereof, when due, or if said Mortgagor shall fail to do any other thing required of by this instrument, or by law of this state in reference hereto; then said Mortgagee may, by process of law or otherwise, and without notice or demand, enter the premises of the Mortgagor, or other place where said property may be, take possession of said property and sell the same, at public or private sale, for the highest price it can obtain therefor, and apply the proceeds of said sale to the payment of said indebtedness and interest thereon, and of all actual and proper costs really incurred and paid on account of said seizure and sale, but not including any attorney's fees, and shall pay the residue of said proceeds, if any, to said Mortgagor. Otherwise said property is to remain in the peaceable possession of said Mortgagor. But nothing herein contained shall be so construed as to preclude said Mortgagee from pursuing any other course or seeking any other remedy permitted or provided by law. And the said Mortgagor hereby covenant and agree to and with said Mortgagee, its successors and assigns, that they are the true and lawful owner of the above described property, and have good right to sell, convey and incur the same; and that the same are free from all incumbrances whatsoever.

PROVIDED, NEVERTHELESS, That if said Mortgagor shall pay their promissory note to said Mortgagee of this date for the amount of NINE THOUSAND SIX HUNDRED AND NO/100 Dollars (\$ 9,600.00), payable in installments as provided for in said note, and to which reference is hereby made, or any renewal thereof, and the interest thereon, then this conveyance shall be void; otherwise it shall be and remain in full force.

IN WITNESS WHEREOF, the said SEVEN-TWO-VICTOR, INC. ha vs hereunto set their hand this 7 day of December A. D. 19 60

Signed in presence of:

R. J. Sluth

SEVEN-TWO-VICTOR, INC.

By James Stewart & Travis

By: _____

W.N.B.-LN-12

STATEMENT OF CLAIM

The State of Ohio, Montgomery County, ss.

----- ELEANOR PLANCK -----, being first duly sworn, says that he is ----- an agent ----- of THE WINTERS NATIONAL BANK AND TRUST COMPANY OF DAYTON, the within named Mortgagee; that the said Mortgagee has a valid claim against the within-named Mortgagor, amounting to ----- NINE THOUSAND SIX HUNDRED AND NO/100 ----- Dollars (\$ 9,600 .00); that said claim is just and unpaid; and that the foregoing mortgage is given to secure the same.



THIS INSTRUMENT WAS PREPARED BY WINTERS NATIONAL BANK AND TRUST CO., DAYTON, OHIO.

Eleanor J. Planck

Sworn to and subscribed before me, a Notary Public in and for said County—State, this 7th day of December, 19 60

JUANITA PAUL, Notary Public
In and for Montgomery County, Ohio
My Commission Expires Jan. 25, 1963

Juanita Paul

FIRST ENDORSEMENT ON REFILED MORTGAGE

The State of Ohio, Montgomery County, ss.

-----, being first duly sworn, says that he is ----- of THE WINTERS NATIONAL BANK AND TRUST COMPANY OF DAYTON, the within named Mortgagee; that by virtue of the within mortgage, said Bank has a just and lawful interest as Mortgagee in the property described in said mortgage, which now amounts to ----- Dollars (\$ -----); that said claim is just and unpaid; and that said interest in said property remains unimpaired to secure said sum, with the interest and costs that may accrue, according to the terms mentioned in said mortgage.

Sworn to and subscribed before me, a Notary Public in and for said County—State, this day of -----, 19 -----

On this 7th day of December, 1960, before me personally appeared Jack F. Pickrel - - to me personally known, who, being by me duly sworn, says that he is the Treasurer of Seven-Two-Victor, Inc., and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of the board of directors and said Jack F. Pickrel acknowledged the foregoing chattel mortgage to be the free act and deed of said corporation.



Jack F. Pickrel
Treasurer

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

JUANITA PAUL, Notary Public
In and for Montgomery County, Ohio
My Commission Expires Jan. 25, 1963

Juanita Paul
Notary Public

No. CHATTEL MORTGAGE FROM Seven-Two-Victor, Inc. 1406 Third National Bank Bldg. Dayton 2, Ohio \$9,600.00

TO THE WINTERS NATIONAL BANK AND TRUST COMPANY OF DAYTON Dayton, Ohio

The J. W. Johnson Co., Dayton, Ohio-1568

Handwritten notes and stamps on the right margin, including 'JW' and '27 3 5 10 B-014 002A'.

APPLICATION FOR REGISTRATION 3-1

NAME AND ADDRESS OF APPLICANT (Name as that shown on Part A of this form) Seven - Two - Victor Inc. 1406 Third National Building Dayton 2, Ohio	REGISTRATION MARKS N - 672V
	AIRCRAFT MAKE AND MODEL Beechcraft 33 Sabonair 35-23

CHECK WHETHER OWNERSHIP IS

CORPORATION PARTNERSHIP CO-OWNERSHIP INDIVIDUAL OWNER

SERIAL NO.
GD-97

I HEREBY CERTIFY that the above described aircraft is not registered under the laws of any foreign country; that the owner whose name(s) appear hereon as the applicant is (are) a citizen of the United States as defined in Section 1 (13) of the Civil Aeronautics Act of 1938; and that both copies of Part A and a copy of Part B of Form ACA-500 and legal evidence of ownership were forwarded to the Civil Aeronautics Administration, Washington, D. C.

SIGNATURE OF APPLICANT (IN INK) *James E. Pickrelly*
(If applicant for co-ownership, all must sign)
JAMES E. PICKRELLY

DATE OF APPLICATION **Dec. 7, 1960** TITLE **Treas.**

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

FORWARD THIS COPY TO WASHINGTON - Retain Duplicate Copy.

FAA AIRCRAFT REGISTRY
CAMERA NO: 4N DATE: 5 - 2 - 86

3

FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
NATIONAL ARCHIVES - CIVIL AIRCRAFT REGISTRATION
APPLICATION FOR REGISTRATION

NAME OF AIRCRAFT: _____
REGISTRATION NUMBER: _____
TYPE OF AIRCRAFT: _____
MANUFACTURER: _____
MODEL: _____
YEAR OF MANUFACTURE: _____
REGISTRATION STATE: _____
REGISTRATION COUNTY: _____
REGISTRATION CITY: _____
REGISTRATION ZIP CODE: _____
REGISTRATION OFFICE: _____
REGISTRATION DATE: _____
REGISTRATION FEE: _____
REGISTRATION TAX: _____
REGISTRATION TOTAL: _____

Oklahoma City, Okla.
DEC 27 11 22 AM '60
AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

FORM ACA-500 (PART C) (7-58)

U. S. DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

213194

2-1

For and in consideration of \$One & 00/100 the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL

Beechcraft 43 Debonair 35-33 DOC

SERIAL NO.

CD-97

REGISTRATION MARKS

N-672V

DEC 27

RECORDED

3 05 PM '60

does this 7th day of December 19 60 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

FEDERAL AVIATION AGENCY

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

Seven - Two - Victor Inc. 1406 Third National Building Dayton 2, Ohio

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 7th day of December 19 60

NAME OF SELLER Ohio Aviation Company

BY (SIGN IN INK) J. J. Schrage

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

ACKNOWLEDGMENT

State of Ohio County of Montgomery

On this 7th day of December 1960 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

J. D. HUDEN, Notary Public

NOTARY PUBLIC

MY COMMISSION EXPIRES

FORWARD THIS COPY TO WASHINGTON My Commission Expires Sept. 1962

DEC 27 3 10 P M '60

FORM ACA-500 (PART C) (3-36)

U. S. DEPARTMENT OF COMMERCE - CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

A 1 0 1 9 5

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

AIRCRAFT MAKE AND MODEL BEECHCRAFT: 35-33 Debonair		DOC. RECORDED APR 22 1 20 PM '60
SERIAL NO. CD-97	REGISTRATION MARK N672V	

does this 28 day of March 19 60 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

(Name and address of purchaser - same as on Parts A and B of this form)

**Ohio Aviation Company
Dayton Municipal Airport
P. O. Box 398
Vandalia, Ohio**

DEALER

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
None		
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 28 day of March 19 60

NAME OF SELLER **BEECH AIRCRAFT CORPORATION**

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

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

ACKNOWLEDGMENT
State of Kansas On this 28 day of March 19 60
County of Sedgwick before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

NOTARY PUBLIC *[Signature]* MY COMMISSION EXPIRES **Expires May 10, 1960**

1

TO: _____

FROM: _____

DATE: _____

RE: _____

STAMP

REC'D
 AIRCRAFT AND AIRMAN
 RECORDS BRANCH
 FAA
 MAR 31 12 28 PM '80
 WASHINGTON, D.C.