FORM APPROVED
OMB No. 2120-0042

Accepted MO May/10/2016

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

CERT: ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 945ØW

AIRCRAFT MANUFACTURER & MODEL
Piper PA-28-235

AIRCRAFT SERIAL No.
28-11169

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

James M. Thibodeau

TELEPHONE NUMBER: (651) 491-3528

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

Number and street: 1274 Earl Street

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
St. Paul	MN	55106

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

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

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

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.
(For voting trust, give name of trustee: _____), or:

CHECK ONE AS APPROPRIATE:

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

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

(2) That the aircraft is not registered under the laws of any foreign country; and
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
James M. Thibodeau James M. Thibodeau	Owner	3/17/16
SIGNATURE	TITLE Individual	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (5/12) (NSN 0052-00-628-9007)

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2016 MAR 28 PM 1 23

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER
N9450W

AIRCRAFT MANUFACTURER & MODEL
Piper ~~Cherokee 235~~ PA-28-235

AIRCRAFT SERIAL NO.
28-11169

DOES THIS 17th DAY OF March 2016, 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.)

Thibodeau, James, M
1274 Earl Street
St. Paul, MN 55106

160881338213
$5.00 03/28/2016

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SETMYHAND AND SEAL THIS 17 DAY OF March 2016

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
MOUNTAIN XTREME, LLC	By: X Dave Fuchs	Member
~~Doug FROEBE~~	~~Dave Fuchs~~	~~Member~~
MOUNTAIN XTREME, LLC	By:	Member
~~TYSON W. OAKES~~		~~MEMBER~~

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

ORIGINAL: TO FAA

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

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB Control No. 2120-0043
Expires 8/31/2015

NOTICE OF RECORDATION – AIRCRAFT SECURITY CONVEYANCE

PART I - CONVEYANCE RECORDATION NOTICE

This section acknowledges the recording of a security conveyance covering the collateral shown.

NAME (last name first) OF DEBTOR
MOUNTAIN XTREME LLC

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

PATRIOTS BANK
131 E 4TH AVE
GARNETT KS 66032

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:
N9450W 28-11169 PIPER PA-28-235
N
N
N

THE SECURITY CONVEYANCE DATED 05/19/2014 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE CIVIL AVIATION REGISTRY ON Aug 13, 2014 AS CONVEYANCE NUMBER SD005298

Sharra L Dahlvang

SHARRA DAHLVANG, LEGAL INSTRUMENTS EXAMINER

PART II – RELEASE

Use of this section of the form by the security holder is optional. This section is only a suggested form of release that meets the recording requirements of the Federal Aviation Act of 1958, as amended, and the regulations issued thereunder. In addition to those 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: Aircraft Registration Branch, PO Box 25504, Oklahoma City, Oklahoma 73125.

The undersigned hereby certifies that they are 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. Provided that no express warranty is given nor implied by reason of execution or delivery of the release, any title retained in the collateral by the conveyance is hereby sold, granted, transferred and assigned to the party that executed the conveyance or to the assignee of said party if the conveyance was assigned.

DATE OF RELEASE: 3-18-2016

SECURITY HOLDER: Patriots Bank

SIGNATURE (In Ink) Angie Holderman AVP

TITLE: AVP

(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 14 CFR Parts 47 and 49 of the Federal Aviation Regulations.)

ACKNOWLEDGMENT (If Required By Applicable Local Law):

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2016 MAR 28 PM 1 23

OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

See Recorded Conveyance Number SD005298 Doc ID # 5987

Patriots Bank

SECURITY AGREEMENT

DATE AND PARTIES. The date of this Security Agreement (Agreement) is May 19, 2014. The parties and their addresses are:

SECURED PARTY:
PATRIOTS BANK
131 E 4TH AVE
GARNETT, KS 66032

142101414412
$5.00 07/29/2014

DEBTOR:
MOUNTAIN XTREME, LLC
a Kansas Limited Liability Company
722 Deer Trail Drive
Independence, KS 67301

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Debtor and agreeing to give the Property described in this Agreement as security for the Secured Debts.

1. SECURED DEBTS. *The term "Secured Debts" includes and this Agreement will secure each of the following:*

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 23935, dated May 19, 2014, from me to you, in the amount of $38,665.00.

B. All Debts. All present and future debts from me to you, even if this Agreement is not specifically referenced, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Agreement, each agrees that it will secure debts incurred either individually or with others who may not sign this Agreement. Nothing in this Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

This Agreement will not secure any debt for which you fail to give any required notice of the right of rescission. This Agreement will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. In addition, this Agreement will not secure any other debt if, with respect to such other debt, you fail to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

C. Sums Advanced. All sums advanced and expenses incurred by you under the terms of this Agreement.

Loan Documents refer to all the documents executed in connection with the Secured Debts.

2. SECURITY INTEREST. To secure the payment and performance of the Secured Debts, I grant you a security interest in all of the Property described in this Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes cash proceeds, non-cash proceeds and anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

Property also includes any original evidence of title or ownership whether evidenced by a certificate of title or ownership, a manufacturer's statement of origin or other document when the Property is titled under any federal or state law. I will deliver the title documents and properly execute all title documents as necessary to reflect your security interest.

This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

3. PROPERTY DESCRIPTION. The Property is described as follows:

A. Aircraft. *Manufacturer: Piper, Model: Cherokee 235 PA-28-235, Manufacturer's Serial No.: 28-11169, U.S. Registration No.: N9450W,* and additionally described: Plane is White with Gold and Green Trim.

The Aircraft Property includes the airframe, engines, propellers, together with all accessories, appliances, assemblies, avionics, components, equipment, instruments, parts and systems installed on or in, and otherwise comes with, the airframe, engines and propellers; and together with all manuals, operating handbooks, logbooks, flight and maintenance records, inspection reports, airworthiness certificates, supplemental certificates, and all other records and information relating to the aircraft.

4. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Agreement is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Agreement and the obligation evidenced by this Agreement are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.

C. Name and Location. My name indicated in the DATE AND PARTIES section is my exact legal name. I am located at the address indicated in the DATE AND PARTIES section. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

D. Business Name. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

E. Ownership of Property. To the extent this is a Purchase Money Security Interest, I will acquire ownership of the Property with the proceeds of the Purchase Money Loan. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

F. Aircraft Property. I represent that I am, or will be, the registered owner of the Aircraft Property pursuant to an effective registration under the Federal Aviation Act of 1958, as amended, and I qualify in all respects as a citizen of the United States as defined in the Act. The Aircraft Property is not and will not be registered under the laws of any foreign country.

I further represent and warrant that I will maintain a current U.S. Civil Aircraft registration and will re-register, or cause the re-registration of, the Aircraft Property in full compliance with the Federal Aviation Act of 1958 as amended, the applicable Federal Aviation Regulations and applicable state law.

5. DUTIES TOWARD PROPERTY.

A. Protection of Secured Party's Interest. I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

B. Use, Location, and Protection of the Property. I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my address, name or, if an organization, any change in my identity or structure.

Until the Secured Debts are fully paid and this Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

C. Selling, Leasing or Encumbering the Property. I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission. Any disposition of the Property contrary to this Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

D. Additional Duties Specific to Aircraft. I will maintain the Aircraft portion of the Property in good repair and airworthy condition and I will comply with all applicable laws and regulations regarding periodic inspections, annuals, maintenance, overhauls, condition, use and operation of the Aircraft.

The Aircraft portion of the Property will be based at:

722 Deer Trail Drive, Independence, Kansas 67301.

So long as I am not in default under this Agreement, the Aircraft will not be restricted to a specific location and may be moved as necessary during ordinary use. However, the Aircraft may not be removed from the United States or Canada without your prior written consent, nor taken out of state permanently. I will provide you with the exact location of the Aircraft at any time upon request.

I will observe all required inspections, night, instrument, and other minimum equipment certifications, and manufacturer performance recommendations. I will keep accurate and complete logs, manuals, books, and records relating to the Aircraft Property, and will provide you with copies of such materials upon request. I will carry the Federal Aviation Administration (FAA) certificate of registration and such other documents as required by the FAA or other federal or domestic government agency on the Aircraft Property at all times. At your request, I will affix on the Aircraft Property name plates or other markings that indicate your lien interest.

I will perform or cause to have performed in a timely manner all of the following at my expense:

(1) maintain and keep the Aircraft Property in good order and repair and in airworthy condition in accordance with FAA regulations, directives, and manufacturers' manuals and service bulletins which relate to airworthiness;

(2) perform all inspections, maintenance, modifications, repairs, and overhauls of the Aircraft Property by personnel authorized by the FAA to perform such services;

(3) if any part of the Aircraft Property shall reach such a condition as to require overhaul, repair, or replacement in order to comply with the standards for maintenance and other provisions set forth in this Agreement, I may either install on or in the Aircraft Property such items of substantially the same type in permanent or temporary (pending overhaul or repair of the unsatisfactory item) replacement of those then installed on the Aircraft Property, provided that such replacement items must be in such a condition as to be permissible for use upon the Aircraft Property in accordance with the standards for maintenance and other provisions set forth in this Agreement and that I at all times retain unencumbered title to all items temporarily removed;

(4) 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;

(5) provide for licensing or re-licensing of the Aircraft Property in accordance with all applicable FAA and other governmental requirements and cause the Aircraft Property to have on board a current Certificate of Airworthiness issued by the FAA.

In the event I 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 engine, I may do so provided that you are not divested of your security interest in any item removed from the Aircraft Property and that no such removed item becomes 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 me, free and clear of all liens and claims, of every find or nature, of all persons other than you, and my title to every substituted item shall immediately be and become subject to your security interest, and each such item shall remain so encumbered unless it is replaced by a substitute item in the manner permitted in this Agreement.

I will pay when due all statements and charges of airport authorities, mechanics, laborers, materialmen, suppliers and others incurred in connection with the ownership, use, operation, storage, maintenance, and repair of the Aircraft Property. I will 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 Aircraft Property. At no time shall the Aircraft Property be operated in or over any area which may expose you to any penalty, fine, sanction, or other liability, whether civil or criminal, under any applicable law, rule, treaty, or convention; nor may the Aircraft Property be used in any manner which is or may be declared to be illegal or which may render the Aircraft Property liable to confiscation, seizure, detention, or destruction. I will indemnify you against all claims arising out of or connected with the financing, ownership, or use of the Property, including, without limitation, claims under any strict liability theory.

6. INSURANCE. I agree to keep the Property insured against the risks reasonably associated with the Property. In addition, I will procure and maintain hull and liability insurance on the Aircraft portion of the Property. This policy must be written under the standard "all risks, ground and flight" form. I will provide and maintain comprehensive public liability insurance, naming you and me as parties insured, covering claims for bodily injury, death, and property damage arising out of the use, ownership, possession, operation, and condition of the Aircraft Property, and providing a broad form contractual liability endorsement covering my obligations to indemnify you as provided under this Agreement. The policy will also include an endorsement providing that coverage in favor of you will not be impaired by any act, omission, or default by me or any other person. I will maintain this insurance in the amounts you require. This insurance will last until the *Property is released from this Agreement. I may choose the insurance company, subject to your approval, which will not be unreasonably withheld.*

I will have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owed on the Secured Debts. You may require added security as a condition of permitting any insurance proceeds to be used to repair or replace the Property.

If you acquire the Property in damaged condition, my right to any insurance policies and proceeds will pass to you to the extent of the Secured Debts.

I will immediately notify you of cancellation or termination of insurance. If I fail to keep the Property insured, you may obtain insurance to protect your interest in the Property and I will pay for the insurance on your demand. You may demand that I pay for the insurance all at once, or you may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of me, may be written by a company other than one I would choose, and may be written at a higher rate than I could obtain if I purchased the insurance. I acknowledge and agree that you or one of your affiliates may receive commissions on the purchase of this insurance.

7. AUTHORITY TO PERFORM. I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Agreement or any other Loan Document, you are authorized, without notice to me, to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

A. pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.

B. pay any rents or other charges under any lease affecting the Property.

C. order and pay for the repair, maintenance and preservation of the Property.

D. file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.

E. place a note on any chattel paper indicating your interest in the Property.

F. take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.

G. handle any suits or other proceedings involving the Property in my name.

H. prepare, file, and sign my name to any necessary reports or accountings.

I. make an entry on my books and records showing the existence of this Agreement.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of cash proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

8. PURCHASE MONEY SECURITY INTEREST. This Agreement creates a Purchase Money Security Interest to the extent you are making advances or giving value to me to acquire rights in or the use of collateral and I in fact use the value given for that purpose. Purchase Money Loan means any loan or advance used to acquire rights in or the use of any Property. The portion of the Property purchased with loan proceeds will remain subject to the Purchase Money Security Interest until the Secured Debts are paid in full. I authorize you, at your option, to disburse the loan proceeds directly to the seller of the Property. Payments on any non-Purchase Money Loan also secured by this Agreement will not be applied to the Purchase Money Loan. Payments on the Purchase Money Loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, then payments will be applied in the order you select. No security interest will be terminated by application of this formula.

9. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Obligor, or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations Obligor has with you.

C. Business Termination. I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Agreement.

E. Other Documents. A default occurs under the terms of any other Loan Document.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

N. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

10. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the Secured Debts.

E. Assembly of Property. You may require me to gather the Property and make it available to you in a reasonable fashion.

F. Repossession. You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Agreement will be reasonable notice to me under the Kansas Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing.

If any items not otherwise subject to this Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

G. Use and Operation. You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

H. Waiver. By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. WAIVER OF CLAIMS. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

13. PERFECTION OF SECURITY INTEREST AND COSTS. I authorize you to file a financing statement and/or security agreement, as appropriate, covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code. I agree to pay all taxes, fees and costs you pay or incur in connection with preparing, filing or recording any financing statements or other security interest filings on the Property. I agree to pay all actual costs of terminating your security interest.

14. APPLICABLE LAW. This Agreement is governed by the laws of Kansas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Kansas, unless otherwise required by law.

15. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. You may sue each Debtor individually or together with any other Debtor. You may release any part of the Property and I will still be obligated under this Agreement for the remaining Property. Debtor agrees that you and any party to this Agreement may extend, modify or make any change in the terms of this Agreement or any evidence of debt without Debtor's consent. Such a change will not release Debtor from the terms of this Agreement. If you assign any of the Secured Debts, you may assign all or any part of this Agreement without notice to me or my consent, and this Agreement will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Agreement as to any of the Secured Debts that are not assigned. This Agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Secured Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. *This Agreement may not be amended or modified by oral agreement. No amendment or modification of* this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

17. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

18. NOTICE AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Debtor will be deemed to be notice to all Debtors. I will inform you in writing of any change in my name, address or other application information. I will provide you any other, correct and complete information you request to effectively grant a security interest on the Property. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Agreement and to confirm your lien status on any Property. Time is of the essence.

19. AGREEMENT TO ARBITRATE. You or I may submit to binding arbitration any dispute, claim or other matter in question between or among you and me that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as you and I agree to in writing. For purposes of this section,

this Transaction includes this Agreement and the other Loan Documents, and proposed loans or extensions of credit that relate to this Agreement. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

You or I may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Agreement, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Agreement or another writing.

20. WAIVER OF TRIAL FOR ARBITRATION. You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

21. WAIVER OF JURY TRIAL. If the parties do not opt for arbitration, then all of the parties to this Agreement knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Agreement or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES. By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

DEBTOR:

Mountain Xtreme, LLC

By Member Date 5/19/14
Tyson W Oakes, Member

By Date 5/19/14
Douglas E. Froebe, Member

By Member Date 5-19-14
Johnathan A. Rodriguez, Member

SECURED PARTY:

PATRIOTS BANK

By Date 5/19/14
CAMERON JW COOPER, ASSIST VICE-PRESIDENT

_____ Date _____
(Attest)

Send this Security Agreement with the appropriate fee to:

For U.S. Postal Service: FAA Aircraft Registration Branch, AFS-750, P.O. Box 25504, Oklahoma City, Oklahoma 73125-0504

Commercial Delivery Service: FAA Aircraft Registration Branch, AFS-750, Registry Building, Room 118, 6425 South Denning, Oklahoma City, Oklahoma 73695-6937

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2014 JUL 29 PM 2 50

OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

ORIG #2927 FFR 06/03/2014 RET'D

FORM APPROVED
OMB No. 2120-0042

Accepted SD Aug/13/2014

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

CERT: ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 9450W

AIRCRAFT MANUFACTURER & MODEL
PIPER CHEROKEE 235

AIRCRAFT SERIAL No.
28-11169

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.)

MOUNTAIN XTREME, LLC

TELEPHONE NUMBER: (620) 330-7885

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

Number and street: 722 DEER TRAIL DR

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
INDEPENDENCE	KANSAS	67301

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
JOHNATHAN A. RODRIQUEZ	MEMBER	5-16-14
TYSON W. OAKES	MEMBER	5-16-14
DOUGLAS E. FROEBE	MEMBER	5/16/14

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

AC Form 8050-1 (5/12) (NSN 0052-00-628-9007)

Pink Cy Retd

DOCUMENT LEVEL ANNOTATIONS

TYPE OF REG CORRECTED TO CORP

ORIG #1017 FFR 08/06/2014 RET'D
RECEIPT #142080911597 $5.00 08/06/2014

ORIG #5986 FFR 07/29/2014 RET'D

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER
N9450W

AIRCRAFT MANUFACTURER & MODEL
Piper Cherokee 235

AIRCRAFT SERIAL NO.
28-11169

DOES THIS 16th DAY OF May 2014, 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.)

Mountain Xtreme, LLC
722 Deer Trail Dr.
Independence, Kansas 67301

CAR SEAL

Debra K. Vasilliu
DEBRA K. VASILLIU
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 2/17/15

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SETMYHAND AND SEAL THIS 16 DAY OF May 2014

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Thomas A Patterson	X Thomas A. Patterson	Individual

141541112418
$5.00 06/03/2014

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

ORIGINAL: TO FAA

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2014 JUN 3 AM 11 40

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB No. 2120-0042

Accepted NW Apr/29/2013

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

CERT: ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 9450W

AIRCRAFT MANUFACTURER & MODEL
PIPER CHEROKEE 235

AIRCRAFT SERIAL No.

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

PATTERSON THOMAS A.

TELEPHONE NUMBER: ( )

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

Number and street: 1180 KENNEL Rd. P.O. Box 334

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
MINERVA	OHIO	44657

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

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

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

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.
(For voting trust, give name of trustee: _____), or:

CHECK ONE AS APPROPRIATE:

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

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

(2) That the aircraft is not registered under the laws of any foreign country; and
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Thomas A. Patterson THOMAS A. PATTERSON	OWNER	4/3/2013
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

2013 APR 15 AM 10 05

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER
N9450W

AIRCRAFT MANUFACTURER & MODEL
Piper Cherokee 235

AIRCRAFT SERIAL NO.
28-11169

DOES THIS 03 DAY OF APRIL 2013, 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.)
PATTERSON THOMAS A.

1180 Kennel Road
PO Box 334
Minerva, Ohio 44657

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SETMYHAND AND SEAL THIS _____ DAY OF _____ 2013.

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Michael K Agin	X	Individual
		131050905562
		$5.00 04/15/2013

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

ORIGINAL: TO FAA

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2013 APR 15 AM 10 05

OKLAHOMA CITY
OKLAHOMA

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

DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION

AIRCRAFT RE-REGISTRATION APPLICATION

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

AIRCRAFT REGISTRATION NUMBER N 9450W	**SERIAL NUMBER** 28-11169
MANUFACTURER PIPER	**MODEL** PA-28-235

DATE OF ISSUANCE	**DATE OF EXPIRATION**	**TYPE OF REGISTRATION**
01/30/2011	01/31/2014	INDIVIDUAL

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

(Owner 1) AGIN MICHAEL K

(Owner 2)

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

(Address) 9295 PIDCOCK RD

(Address)

City ZANESVILLE State OH Zip 43701-8016

Country UNITED STATES

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

(Address)

(Address)

City State Zip

Country

INFORMATION FOR COMPLETION

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

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

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

Signature Requirements for Listed Registration Types:

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

Note: All signatures must be in ink.

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

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

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

MAILING ADDRESS

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

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

CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW,

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

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

☐ **3. THE AIRCRAFT WAS EXPORTED TO:**

☐ **4. OTHER, Specify**

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

SIGNATURE OF OWNER 1	**PRINTED NAME OF SIGNER**	**TITLE**	**DATE**
Electronically Certified by Registered Owners			1/30/2011
SIGNATURE OF OWNER 2	**PRINTED NAME OF SIGNER**	**TITLE**	**DATE**

Fee paid: $5 (201101301548014691NA)

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

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

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

REF NNUM: 9450W

DEPARTMENT OF TRANSPORTATION 0 0 0 0 0 0 2 1 0
FEDERAL AVIATION ADMINISTRATION OMB NO 2120-0042

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

45-1
B 2 9 7.3 1

PART I CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Agin, Michael K.

CONVEYANCE RECORDED

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
MBNA Consumer Services, Inc. (Assignee)
400 Christiana Road
Newark, DE 19713

SEE RECORDED CONVEYANCE NUMBER JJ 19647 APR 8 9 58 AM '99
CHE# 3 PAGE# 44-3 FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)
NationsBank, N.A.

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR (BUILDER and MODEL
N9450W	**28-11169**	**Piper PA-28-235**
ENGINE MFR and MODEL		ENGINE SERIAL NUMBER(S)
PROPELLER MFR and MODEL		PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED **11/26/96** COVERING THE ABOVE COLLATERAL WAS RECORDED BY

THE CIVIL AVIATION REGISTRY ON **1/21/97** AS CONVEYANCE NUMBER **JJ19647**

LEGAL INSTRUMENTS EXAMINER

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

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT THEY ARE 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 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 THE RELEASE.

This form is only intended to be a suggested form of release, which meets the recording of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to those 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: **12/28/98**
MBNA CONSUMER SERVICES, INC.
(Name of security holder)

SIGNATURE (In Ink)

TITLE VP

(A person signing for a corporation must be a corporate officer or hold a manager 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)

FILED WITH FAA
AIRCRAFT REGISTRATION BR

'99 FEB 17 A8:34

OKLAHOMA CITY
OKLAHOMA

sh

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44-3

AIRCRAFT SECURITY AGREEMENT
— CHATTEL MORTGAGE

THIS MORTGAGE AND SECURITY AGREEMENT, made this TWENTY SIXTH day of NOVEMBER 19 96.

JJ 1 9 6 4 7

between MICHAEL K. AGIN

whose address is 9295 PIDCOCK RD ZANESVILLE OH 43701,

(hereinafter called the "Debtor"), and ☒ **NationsBank, N.A.** ☐ **NationsBank of Virginia, N.A.** a National Banking Association, whose address is

MD4 309-01-16 7178 COLUMBIA GATEWAY DR COLUMBIA MD 21046 (hereinafter called the "Bank").

WITNESSETH: That the Debtor is indebted to the Bank in the principal sum of **********FIFTEEN THOUSAND AND NO /100

Dollars ($ 15,000.00) with interest thereon at the rate of 11.00 % per annum evidenced by a certain Installment Loan Agreement and Truth in Lending Disclosure (hereinafter "Note") from Debtor to the Bank, of even date and in the sum above set forth, and in order to secure the payment of the same and for the other purposes herein set forth, and in consideration of said indebtedness and for other good and valuable considerations, Debtor does hereby grant unto Bank a Security Interest in and does hereby bargain, sell and mortgage to Bank the Aircraft hereinafter described and the engines, accessories, appliances, motors, appurtenances, accessions, attachments, parts and equipment now and hereafter installed therein or used in connection therewith or which may be substituted therefor or added thereto (collectively described herein as the "Aircraft"), more particularly described as follows:

Manufacturer	Model	Serial No.	New/Used	FAA No.
PIPER	PA 28-235	28-11169	USED	N9450W

Avionics:

Engine Mfr.	Engine Serial No.	Propeller Mfr.	Propeller Serial No.

Said Aircraft will be permanently based at the following airfield PARR 42I, ZANESVILLE, OHIO 43701.

This Mortgage and Security Interest in said Aircraft is being granted in order to secure the payment of (1) said note; (2) all costs and expenses incurred in the collection of same and enforcement of Bank's rights hereunder; (3) all future advances made by Bank for taxes, levies, insurance and repairs to or maintenance of said Aircraft; (4) all money heretofore or hereafter advanced by bank to or for the account of Debtor, and all present or future, direct or contingent liabilities of Debtor to Bank of any nature whatsoever; and (5) such interest as may be payable to bank.

Debtor shall be entitled to possession of the Aircraft and to use and enjoy the same subject to the terms of this Agreement and the Note until default hereunder. Upon performance by Debtor of all obligations of Debtor to Bank, and payment of all sums owing by Debtor to Bank, then this conveyance shall be void, otherwise to remain in full force and effect.

DEBTOR AGREES THAT THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF ARE HEREBY MADE A PART HEREOF AND ARE FULLY BINDING UPON DEBTOR.

The rights and privileges of Bank under this Agreement shall inure to the benefit of its successors and assigns. The obligations and agreements of Debtor contained in this Agreement are joint and several if Debtor is more than one, and shall bind Debtor's personal representatives, heirs, successors and assigns. As used herein the singular shall include the plural as the context may require.

DEBTOR UNDERSTANDS AND AGREES THAT IF HE FAILS TO MAKE PAYMENT OF ANY INSTALLMENT OR OTHER SUM PAYABLE BY HIM, OR IF HE OTHERWISE DEFAULTS, THAT BANK MAY REPOSSESS AND TAKE BACK THE AIRCRAFT, WITH OR WITHOUT LEGAL PROCESS OR COURT PROCEDURE.

WITNESS the signature and seal of the Debtor.

Sign Here MICHAEL K. AGIN (Seal)

(Seal)

BY: (Seal)

963380913093
$ 5.00 12/03/1996

98-05-2111NS

ORIGINAL

ADDITIONAL TERMS AND CONDITIONS

44-2

1. No transfer, renewal, extension or assignment of this contract or any interest thereunder, and no loss, damage or destruction of the Aircraft shall release Debtor from his obligation hereunder.

2. Debtor covenants, warrants, represents and agrees that: (a) he is the absolute owner of the legal and beneficial title to said Aircraft and in possession thereof and same is free and clear of all liens. encumbrances, and adverse claims; (b) he is a citizen of the United States of America; (c) he will use the Aircraft at all times. in accordance with the laws, rules, regulations. directives and ordinances of the United States, the several states, municipalities and agencies thereof; (d) the Aircraft will be used only for the purposes and in the manner set forth in the insurance covering said Aircraft; (e) the Aircraft will not be flown or removed outside of the continental United States without the Bank's prior written permission: (f) he will keep safely and use carefully the Aircraft and not sell. encumber, assign or dispose of same. or any interest therein, or any part thereof, or suffer or permit any change. lien or encumbrances thereupon, and will not lease or rent the same except with the prior written consent of Bank; (g) the Aircraft will be operated at all times by a currently certified pilot having not less than the minimum qualifications for operating such Aircraft required by said insurance; (h) the home airport of the Aircraft shall be as identified on the face hereof. which home airport will not be changed without the prior written consent of Bank: that the Aircraft will at all times be maintained in air-worthy condition in accordance with the requirements as set from time to time by the Federal Aviation Agency or any other governmental authority and at all times shall be registered for flight in accordance with the requirements of such Agency or other governmental authority; (i) the Debtor will pay all taxes. assessments and charges imposed by any national, state, municipal or other public or airport authority on the Aircraft or on its use or for its storage; (j) Debtor will, at Debtor's own expense, maintain in force insurance on the Aircraft with an insurance company licensed to provide the required coverage and with Bank listed as additional insured and loss payee. to continuously insure, at all times, against loss by fire, theft, explosion, crash and other such hazards and will deliver the policy or policies to bank with endorsements thereto providing for payment to Bank of the proceeds of such insurance (including any refund of unearned or returned premiums). The amount of insurance must be at least equal to the lesser of the outstanding balance under the Note or the actual value of the Aircraft. In the event the Debtor fails to provide the required insurance, or pay all premiums thereon when due, Bank may, but shall not be obligated to, procure such insurance and pay the premiums at Debtor's expense. The charge for insurance will be added to the debt secured hereby and will earn interest at the same rate as the debt. The Bank has the option to either reschedule the loan for the remaining term of the policy or for the remaining term of the loan. thus increasing the monthly payment to incorporate the amount of the insurance premium plus the finance charges on the premium. or require a lump sum payment at the end of the loan term. Debtor agrees that the amount and type of insurance purchased by Bank is within Bank's sole discretion. Debtor appoints Bank as Debtor's attorney-in-fact to endorse any draft or check payable to Debtor in order to collect returned or unearned premiums of the proceeds of insurance; (k) Debtor will not use or permit the Aircraft to be used contrary to any law relating to intoxicating liquors, narcotics or contraband of any kind, and will conform with all laws governing aircraft.

3. Time is of the essence of this Agreement. Debtor agrees, in the event of default. enforcement and/or collection, to pay all court costs and costs of collection incurred by the Bank and to pay a reasonable attorney's fee if the Bank refers this Agreement and/or the Note for collection to an attorney not a salaried employee of Bank. Collection costs and expenses shall include all actual and reasonable costs incurred by the Bank to enforce and collect any amount due and payable hereunder, as well as all actual and reasonable acts of retaking, maintaining, repairing, rehabilitating, storing and selling the Aircraft, to the extent their assessment may be permitted by law. Delivery of the Aircraft to the Bank upon default shall not relieve the Debtor of debtor's obligation to satisfy any deficiency which may arise upon subsequent sale or other disposition of the Aircraft by the Bank.

4. In the event Debtor defaults in any payment due hereunder. or fails to comply with any of the terms or conditions hereof or otherwise breaches his agreements hereunder. or if a proceeding in bankruptcy, receivership or insolvency be instituted by or against the Debtor or his property, or if Debtor makes an assignment for the benefit of creditors. or if Debtor fails to maintain insurance as herein required, or in the event of death of any individual Debtor. then in any such event, the entire unpaid balance of the indebtedness of Debtor to bank hereby secured shall become due and payable forthwith at Bank's election. and Bank or Bank's duly authorized representative may without notice or demand take possession of the Aircraft and all engines, equipment, instruments, and accessories thereon which shall be considered a component part thereof. as well as any other goods therein, such other goods to be held at Debtor's risk without liability therefor on the part of the Bank. In order to effect such reposession, Bank or Bank's representative may in a lawful manner enter upon the premises where such Aircraft may be located. and while repossessing said Aircraft or removing it from the point of repossession to a place of storage, Bank may, if permitted by law. use any of Debtor's licenses in respect thereto. In the event of such repossession, Bank may sell such Aircraft at public or private sale, and Bank shall have the right at any public sale to purchase the Aircraft. The proceeds of any resale of said Aircraft, made either as provided for herein or as required in accordance with applicable law, shall be applied (1) to the actual and reasonable cost of the sale; (2) to the actual and reasonable cost of retaking and storage. plus attorney's fees and costs to the extent provided for herein; and (3) to the unpaid balance owing under this Agreement. Any balance remaining shall be paid to the Debtor or as otherwise provided by law, and if a deficiency arises the Debtor shall be liable for said deficiency and hereby agrees to pay the same. Further in the event of default. the Bank shall have such other rights and remedies as are provided and permitted by law.

5. Any waiver by Bank of any of its rights hereunder shall not be construed as a waiver with respect to other or subsequent defaults. Any failure to exercise or delay in exercising any rights provided in this Agreement shall not be a waiver by the Bank of its rights. No waiver of any of the Bank's rights shall be deemed to apply to any of the other such rights that the Bank has under this Agreement nor shall any waiver be effective unless in writing and signed by the Bank. By accepting partial payment of any amount(s) due under this Agreement and/or Note, Bank shall not be deemed to waive the right either to require prompt payment when due of all other amounts due and payable, or to exercise any rights and remedies available to it to collect all amounts due and payable under this Agreement. Each and every power given to the Bank herein shall be cumulative in addition to all powers or remedies now or hereafter existing in equity, at law or by statute. and may be exercised as often as may be deemed necessary by the Bank.

6. Bank shall give the Debtor notice of the time and place of any public sale or notice of the time after which any private sale is to be made by mailing such notice, postage prepaid, to the Debtor at the address shown on the front side of this Agreement. or to his last known address. If Bank shall remedy a default of Debtor in order to protect Bank's interest, when such remedy shall not cure said default and Bank may proceed to enforce all rights available upon default.

7. Any notices to be given by Debtor to Bank, and any request by Debtor to Bank for permission or consent for action as to which such permission or consent is required hereunder, shall be in writing and sent to the Bank at its address set forth on the front side of this Agreement or to such other addresses as Bank may hereafter specify by written notice to Debtor.

8. The parties agree that the place of delivery of this instrument is within the jurisdiction in which Bank is situated and that the laws of such jurisdiction and any applicable federal law shall govern and control with respect to the validity hereof and the rights and obligations of the parties hereunder.

9. Any provisions of this Agreement prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating any other provision of this Agreement. If any clause. provisions or portion of this Agreement shall be invalidated by any statute or court decision, or cannot be enforced for any reason, the invalidity or unenforceability shall not affect other provisions. clauses or terms hereof which can be given effect without the invalid provision. Words used in this Agreement shall be construed to be of such number or gender as the circumstances require.

10. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT. NO WAIVERS OR MODIFICATIONS SHALL BE VALID UNLESS WRITTEN UPON OR ATTACHED HERETO.

44-1

ASSIGNMENT

This Assignment is made effective this 26th day of NOVEMBER 1996, by NationsBank, N.A. ("NationsBank") as Seller/Assignor, in favor of MBNA Consumer Services, Inc. ("CSI"), 58 Mountain Road, Glen Burnie, Maryland 21060 as Purchaser/Assignee.

WHEREAS, under an Asset Purchase Agreement dated September 10, 1996, NationsBank, as Seller, sold and transferred certain loans, including aircraft secured loans, to CSI; and,

WHEREAS, pursuant to the Asset Purchase Agreement, and an Interim Servicing Agreement also dated September 10, 1996 (collectively "Agreements"), for some period of time after September 10, 1996, NationsBank will continue to originate and service certain aircraft secured loans for CSI (but only in accordance with the Agreements), including the loan by NationsBank dated 11/26, 1996 in favor of MICHAEL K. AGIN in the principal amount of $15,000.00 (the "Assigned Loan"); and,

WHEREAS, with regard to the Assigned Loan, NationsBank wishes to assign the relevant Note and Security Agreement, Chattel Mortgage, and other related loan documents (all collectively, the "Loan Documents").

NOW, THEREFORE, NationsBank provides this Assignment of the Assigned Loan and the Loan Documents. PIPER PA28-235 N9450W 28-11169

1. This Assignment hereby incorporates the terms of the Agreements by this reference.

2. NationsBank hereby sells, assigns, transfers, and/or otherwise conveys to CSI all of its right title and interest in and to the Assigned Loan.

3. This Assignment shall be made in accordance with and subject to all warranties, guarantees, indemnification and all other provisions of the Agreements.

4. This Assignment specifically includes all right, title and interest of NationsBank as loss payee in and to any and all insurance policies or insurance proceeds in connection with collateral for the Assigned Loan.

5. This Assignment specifically includes all right, title and interest in and to any and all personal property held by and/or security interest in favor of NationsBank in connection with the Assigned Loan.

IN WITNESS WHEREOF, NationsBank has duly executed and delivered this Assignment as of the day and year first above written.

SELLER/ASSIGNOR

NATIONSBANK, N.A.

By: _____

Name & Title: TED FLEMING V.P.

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY

DEC 3 8 41 AM '95

OKLAHOMA CITY
OKLAHOMA

1th

FORM APPROVED
OMB No. 2120-0042

43-1

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

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 9450W

AIRCRAFT MANUFACTURER & MODEL Piper PA-28-235

AIRCRAFT SERIAL No. 28-11169

FEE APR 12 1996

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.)

AGIN MICHAEL K.

TELEPHONE NUMBER: (614) 872-4201

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 9295 Pidcock Rd.

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
ZANESVILLE	OHIO	43701

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	OWNER	2/10/96
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

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

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

'96 MAR -4 A10:11

OKLAHOMA CITY
OKLAHOMA

43

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

FORM APPROVED
OMB NO. 2120-0042

AIRCRAFT BILL OF SALE

42-1

FE011191

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 9450W

AIRCRAFT MANUFACTURER & MODEL PIPER PA-28-235

AIRCRAFT SERIAL No. 28-11169

CONVEYANCE RECORDED

DOES THIS 10 DAY OF Feb 1996 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

'96 APR 10 PM 2 01

Do Not Write In This Block FOR FAA USE ONLY

FEDERAL AVIATION ADMINISTRATION

PURCHASER

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

AGIN Michael K.
9295 Pidcock Rd.
ZANESVILLE OH 43701

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 10 DAY OF Feb 1996

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
RODNEY MATCHETT	Rodney Matchett	2-10-96 Owner

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

960611553003
$ 5.00 03/01/1996

ORIGINAL: TO FAA

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

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

'96 MAR -4 A10:11

OKLAHOMA CITY
OKLAHOMA

42

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-29-87

FORM APPROVED OMB NO. 04-R0078

41-1

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

0 0 1 8 9 4
CERT. ISSUE DATE
C 09 1487

UNITED STATES REGISTRATION NUMBER N 9450 W

AIRCRAFT MANUFACTURER & MODEL PIPER PA28-235

AIRCRAFT SERIAL No. 28-11169

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

MATCHETT, RODNEY K.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 20641 CR151

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
WEST LAFAYETTE	Ohio	43845

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

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is:
Check one as appropriate

a. ☑ A citizen of the United States;

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

c. ☐ A foreign-owned corporation organized and doing business under the laws of (state or possession) _____, and said aircraft is based and primarily used in the United States. Records of 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.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Rodney K. Matchett	OWNER	8-20-87
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC FORM 8050-1 (11-79) (0052-00-628-9005) SUPERSEDES PREVIOUS EDITION

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-29-87

41

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-29-87

FORM APPROVED: OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

0 0 0 0 0 1 8 9 3

40-1

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:

105291

UNITED STATES REGISTRATION NUMBER N 9450W

AIRCRAFT MANUFACTURER & MODEL PIPER PA-32-235

AIRCRAFT SERIAL No. 32-7149

CONVEYANCE RECORDED

DOES THIS 20th DAY OF AUG 1987 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

SEP 14 9 04 AM '87

FEDERAL AVIATION ADMINISTRATION

PURCHASER

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

MATCHETT, RODNEY K.
20641 CR 151
WEST LAFAYETTE, OHIO
43845

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 20th DAY OF AUG 1987

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
JAMES W. BUSH	James W Bush	OWNER
		5.00 REG
	~~3:16 PM 6066~~	~~0 255 A 08/26/87~~

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.)

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-29-87

40

105281

CONVEYANCE
RECORDED

See Reverse Side
FEDERAL AVIATION
ADMINISTRATION

CONVEYANCE
FILED WITH
AIRCRAFT REG.

AUG 26 4 01 PM '87
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 8 - 7 - 87

39-1

P 81889

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U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL NOT REQUIRED

CONVEYANCE RECORDED

JUN 11 3 51 PM '87

FEDERAL AVIATION ADMINISTRATION

SEE RECORDED CONVEYANCE NUMBER H27482
FICHE # R-2 PAGE # 29-1

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
Bush, James W

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
Farmers State Bank of Darwin
Darwin, Mn 55324

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N9450W	28-11169	Piper PA-28-235

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 1-16-81 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 2-23-81 AS CONVEYANCE NUMBER H27482

Barbara Lemley
FAA CONVEYANCE EXAMINER

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

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

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

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

DATE OF RELEASE: May 4, 1987
Farmers State Bank
(Name of security holder)
SIGNATURE (in ink)
TITLE: Vice President

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

(5-77) (0052-00-543-9001)

☆ U.S. GOVERNMENT PRINTING OFFICE: 1977-771-021/623

cancel ff 4-16-87 #146

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 8 - 7 - 87

39

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 5 - 28 - 87

VOID

SUSPENSE

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 5 - 28 - 87

38-1

0000000001 44 244439

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

CONVEYANCE RECORDED

APR 30 9 11 AM '87

FEDERAL AVIATION ADMINISTRATION

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
Bush, James W.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
Commerce Union Bank
800 Main St.
Nashville, Tn 37206

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N9450W	28-1169	Piper PA-28-235

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

SEE RECORDED CONVEYANCE NUMBER 112242 FICHE # 2 PAGE # 361

THE SECURITY CONVEYANCE DATED 5-23-85 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 7-18-85 AS CONVEYANCE NUMBER 112421

H S Johnson
FAA CONVEYANCE EXAMINER

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

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

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

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

DATE OF RELEASE: 3/20/87
Commerce Union Bank
(Name of security holder)
SIGNATURE (in ink) [illegible]
TITLE Assistant Vice President

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 5 - 28 - 87

38

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 5 - 28 - 87

37-1

244438

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB No. 04-R0166

00000241

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.

CONVEYANCE RECORDED
APR 30 9 14 AM '87
FEDERAL AVIATION ADMINISTRATION

PART I – CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Graham, D.E.
5023 North 18th Street # 304
Phoenix, AZ 85016

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
United Bank of Arizona
P.O. Box 2908
Phoenix, AZ 85062

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N9450W	28-11169	Piper PA-28-235

SEE RECORDED CONVEYANCE
NUMBER P00447
FICHE # 3 PAGE # 18-1

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 10-30-73 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 12-14-73 AS CONVEYANCE NUMBER P00447

FAA CONVEYANCE EXAMINER

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

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

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

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

DATE OF RELEASE: April 7, 1987
United Bank of Arizona by John F Williamson III
(Name of security holder)
SIGNATURE (in ink) John F. Williamson III
TITLE Vice Presdient

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

AC Form 8050-41 (1-70) (0052-00-543-9001)

Copy mailed # 143 4-16-87

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 5 - 28 - 87

37

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 7-19-85

CU 2749

36-1

CONSUMER INSTALLMENT LOAN AGREEMENT, NOTE AND SECURITY AGREEMENT

$ 10,048.50 0 0 0 0 0 (VARIABLE RATE) 9 0

LOAN AGREEMENT. This Agreement covers my personal loan with Commerce Union (Bank). The words I, Me and My mean the Borrower/s and anyone else who signs this Agreement. You and Your refer to the Bank. You agree to lend money to Me under the terms of this Agreement.

PROMISE TO PAY. I promise to pay Ten thousand Forty Eight + 50/100 dollars ($ 10,048.50) plus interest at the Bank's CONSUMER LENDING RATE in effect from time to time plus + 2½ percent (+ 2½%). If the CONSUMER LENDING RATE changes, the interest rate on my loan will be adjusted up or down. Payments will be allocated first to pay interest accrued to the date of payment and then to reduce principal.
The rate of interest will not be more than the Bank is allowed to charge by law. Any amount paid in excess of the lawful rate will be credited to principal.

REPAYMENT SCHEDULE. I will pay this amount as shown in Item 2 of the Disclosure.

☐ Balloon Payment. Check if applicable. I will pay a balloon payment of $_____ due _____. There is no agreement to refinance the balloon payment if it is not paid when due.

PAYMENT DEFERRAL. After I have made my first 12 monthly payments, I will have the option to postpone one payment during each 12 month period. To defer a payment, I will give the Bank a Payment Deferral Coupon on or before the date the payment is due.

INCREASED FINAL PAYMENT. The Repayment Schedule assumes that each payment is made on time. The amount of the last payment will decrease if I make payments early or if the CONSUMER LENDING RATE decreases and increase if I make payments late, or if the CONSUMER LENDING RATE increases. The Bank will extend an Increased Final Payment when due with the same monthly installment amount until my loan is paid in full.

INSURANCE. Credit Life and Accident and Health Insurance are not required. Such insurance may be bought through the Bank if I am qualified.

Type of Coverage Provided

☐ Reducing Term ☐ Level Term Term of Coverage _____ mos.

Initial Amount of Credit Life Insurance Coverage $_____

Credit Life Insurance Premium for term of coverage is $ M0 4 4 2 1

Accident and Health Insurance Monthly Benefit (available only to Borrower #1) $_____

Type of Coverage Provided

☐ 14 Day Retroactive ☐ Other_____ Term of Coverage _____ mos.

Premium of Accident & Health Ins. for term of coverage is $_____

I ☐ We ☐ want Credit Life Insurance only
I ☐ We ☐ want Credit Life and want Accident & Health Insurance on Borrower #1

CONVEYANCE RECORDED

_____
Signature

JUL 18 9 08 AM '85

COLLATERAL FOR THE LOAN (Check if applicable):
I give the Bank a security interest in the property described below ("Property") to protect the Bank if I do not repay my loan, including all extensions or renewals or changes in its terms. The amount I owe is the "Debt". This loan is also secured by any payments from insurance on the Property, including premium rebates.

FEDERAL AVIATION ADMINISTRATION

☐ A deed of trust on my real property located at _____ County, _____

☐ Security Interest
My (type of vehicle)_____
which is identified as Year_____ Make_____
Model_____ Serial/Motor Number_____
My (Other Property) 1968 Cherokee Pipe PA28-235
N 9450W, 1968 Cherokee Pipe S.N.
I keep the Property at the address shown below or at 28-11169

Ownership of Property — I own the Property and no one else has any interest in it or claim against it. I agree that I will not sell, lease, or give a security interest in the Property to anyone else until I have repaid my Debt in full. Additions to and substitutions for the Property will also be subject to the security interest.
PROPERTY INSURANCE may be purchased from any person I choose. However the Bank can refuse to accept any policy for good reasons. If I purchase property insurance from the Bank, the premium is $_____ for a term of _____ months. The insurance will be subject to the terms, conditions, and limitations of the actual policies. I UNDERSTAND THAT THIS INSURANCE DOES NOT PROVIDE BODILY INJURY OR PROPERTY DAMAGE INSURANCE FOR ME OR OTHERS AND IS NOT IN COMPLIANCE WITH THE MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW OF ANY STATE. If I do not buy property insurance from you, I will buy it from

_____
(Name of Insurer)

USE OF THE PROPERTY. While any part of my Debt is unpaid, I promise to:
1. Use the Property carefully and keep it in good repair.
2. Obtain written permission from the Bank before making any major alterations.
3. Notify the Bank in writing before changing my address.
4. Not use the Property for any unlawful purposes.
5. Pay all taxes due on the Property.
6. Keep the Property fully insured against loss or damage. I will make any insurance policy payable to the Bank and deliver the policy to the Bank. If I do not keep the Property insured, the Bank can do so and add the cost to my Debt.

TAKING POSSESSION OF THE PROPERTY. If I fail to pay the Debt as I have promised, the Bank will have all the rights and remedies given to it under the Tennessee Uniform Commercial Code. The Bank can take possession of the Property and sell it publicly or privately. I have the right to buy any or all of the Property at the sale. When required by law the Bank will give me reasonable notice of the sale. Reasonable notice of public sale means mailing a notice of the time and place of sale at least 5 days before the sale to me at the last address the Bank has for me. If the Bank sells the Property I have pledged, it can deduct all of its expenses including attorneys' fees from the money received. The rest of the money will be applied to the Debt I owe the Bank. If not enough money is made on the sale to pay all my Debt, I will still owe the Bank the difference.

DEFAULT. I will be in default if I do not pay any payment or charge on time, if I break any promise under this Agreement or any other agreement I have with the Bank, or if anything happens that makes the Bank think I will be unable to pay. If I am in default, the Bank may declare the whole amount I owe due and payable immediately. The amount due will bear interest at the highest rate allowed by law.

LATE CHARGE. I agree to pay a late charge on demand in the amount of 5% of any installment payment made more than 15 days late.

COSTS AND EXPENSES. I agree to pay all of the Bank's expense in making this loan. If I don't make any payment when it's due, I will pay amounts which are spent trying to collect what I owe or trying to take, foreclose, or sell the Property. I will also pay the Bank's attorneys' fees. I agree to pay a loan expense charge of $ 48.50

PREPAYMENT. I have the right to repay this loan at any time. If the loan is prepaid in full by cash, by a new loan, or by refinancing. I will receive a refund credit computed according to the Rule of 78's. I agree to pay a prepayment penalty equal to 1% of the principal amount of the loan at the time of prepayment.

EACH SIGNER OBLIGATED. If I am signing this Agreement with another person, I will be obligated to pay the whole loan. The Bank may require that I pay the whole loan without asking the other person to pay. I will pay the loan even if the Bank and the other person renew or extend it, change its terms, or release the Property.

NOTICES AND OTHER RIGHTS. The Bank does not have to give me notices such as demand, presentment, notice of dishonor, and protest. The Bank can delay enforcing any of its rights under this Agreement without losing them. The Bank can enforce this Agreement against my heirs and legal representatives.

DISCLOSURE

1. BREAKDOWN OF THE LOAN:

Amount Financed	ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Total of Payments
The amount of credit provided to me or on my behalf:	The cost of my credit as a yearly rate:	The dollar amount the credit will cost me:	The amount I will have paid after I have made all payments as scheduled:
$ 10,000.00	13.98 %	$ 2,299.76	$ 12,299.76

2. VARIABLE RATE. The Annual Percentage Rate stated above may increase during the term of this transaction if the Consumer Lending Rate of _____ changes. An increase in the Consumer Lending Rate is within the Bank's discretion. Any increase will take the form of more payments of the same amount. Example: If my loan were for $5000.00 at 18% for 36 months and the rate increased to 21% at the beginning of the 16th month, I would owe one additional payment of $101.47.

3. NUMBER OF PAYMENTS. My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Due
36	341.66	6-23-85

4. LATE CHARGE. If any payment is more than 15 days late, I will be charged a late charge of 5% of the payment.

5. PREPAYMENT. If I pay off early, I may have to pay a penalty and I ☐ may ☐ will not be entitled to a refund of part of the finance charge.

6. SECURITY. I am giving a security interest in:
_____ My real property under a deed of trust.
_____ Motor Vehicle(s).
✓ Other (type) 1968 Ch. Pipe #28-11169
_____ My loan is not secured.

7. ASSUMPTION. ☐ (check if applicable) Someone buying my home cannot assume the remainder of the loan on the original terms.

8. OTHER INFORMATION. See the rest of this document for additional information about nonpayment, default, any required payment in full before the contract date, prepayment penalties and insurance.

ITEMIZATION OF AMOUNT FINANCED

$ 10,000.00 Amount given to me or deposited in my account
$_____ Amount paid or renewed on a debt I owe Bank
Amounts paid to others on my behalf:
$_____ to public officials for filing fees and taxes
$_____ to credit bureau
$_____ to appraiser
$_____ to insurance company
$_____
Less $_____ Prepaid finance charge
= $ 10,000.00 Total Amount Financed

FAA

I have received a completed copy of this Agreement and agree to be bound by it.

Commerce Union Bank
1800 Main St., Nashville TN 37206
By _____ Date 5-23-85

Borrower #1 _____ Date 5-23-85
499 42 1960
Social Security Number

Borrower #2 _____ Date

Principal Borrower's Address
Street 111 Stone Ridge Pkwy
City Lawrence State Tn.
Zip 37086 Phone 793 7624

2:05 AM 5522 0 255 A 06/21/85 5.00 REC

ACCOMMODATION AGREEMENT
(This agreement is to be signed only when jointly owned property is pledged as security for the loan and one or more of the owners are not signing the note as co-borrowers).
In consideration of the credit extended to Borrower, I hereby join in this Agreement for the purpose of giving the Bank a security interest in the Property described above. I agree to be bound by the provisions of this Agreement pertaining to such Property. My liability under this Agreement is limited to the extent of my rights in the Property.

_____ Date _____ Signature
_____ Signature

MAY 29

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 7-19-85

36

FAA AIRCRAFT REGISTRY
CAMERA NO. 2/1 DATE: 6-26-85

FORM APPROVED OMB NO. 04-R0076

35-1

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

0 0 1 9 8 3
CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 9450 W

AIRCRAFT MANUFACTURER & MODEL PIPER PA-28-235

AIRCRAFT SERIAL No. 28-11169

U JUN 05 1985
FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

BUSH, JAMES W.
111 STONERIDGE PKY
LAVERGNE, TENN. 37086

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 111 STONERIDGE PKY

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
LAVERGNE	TENN.	37086

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

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is:
Check one as appropriate

a. ☒ A citizen of the United States;

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

c. ☐ A foreign-owned corporation organized and doing business under the laws of (state or possession) _____, and said aircraft is based and primarily used in the United States. Records of 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.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
James W Bush	Owner	5/9/85
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC FORM 8050-1 (11-79) (0052-00-628-9005) SUPERSEDES PREVIOUS EDITION

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 6-26-85

35

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 6-26-85

FORM APPROVED:
OMB NO. 04-R0076.

34-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

0 0 0 0 1 9 8 2

U 9 4 5 4 6

FOR AND IN CONSIDERATION OF $ 1000 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER N 9450W

AIRCRAFT MANUFACTURER & MODEL PIPER PA-28-235

AIRCRAFT SERIAL No. 28-11169

CONVEYANCE RECORDED

DOES THIS 28 DAY OF Feb. 1985 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

JUN 5 12 10 PM '85

Do Not Write In This Block
FOR FAA USE ONLY

FEDERAL AVIATION ADMINISTRATION

PURCHASER

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

BUSH, JAMES W.
111 STONERIDGE PKY.
LAVERGNE, TENN. 37086

DEALER CERTIFICATE NUMBER JWB

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 28 DAY OF Feb. 1985

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
Edgar T Newberg	Edgar T Newberg	Owner

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

11:33 PM 3563 5.00 REG 0 255 A 05/15/85

ORIGINAL: TO FAA

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 6-26-85

34

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 2/8/85

0 0 0 0 0 1 3 0 7

FORM APPROVED
OMB NO. 2120-0029
EXP. DATE 10/31/84

33-1

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

CERT. ISSUE DATE
L JAN 31 1985

UNITED STATES REGISTRATION NUMBER N 9450W

AIRCRAFT MANUFACTURER & MODEL Piper PA-28-235

AIRCRAFT SERIAL No. 28-11169

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

NEWBERG EDGAR T.

TELEPHONE NUMBER: 612) 848 2745

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: [redacted] Airport

Rural Route: Rt 1 P.O. Box: 16

CITY	STATE	ZIP CODE
Hector	Minn.	55342

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

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

I/WE CERTIFY:

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Edgar T. Newberg	Owner	4/2/84
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. 90 days from L JAN 31 1985

AC FORM 8050-1 (1-83) (0052-00-628-9005)

FLYING TIME EXTENDED 120 DAYS FROM Z 05 16 8
120 L 8-31-84

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 2/8/85

33

0 0 0 0 0 1 0 7

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
APR 18 4 23 PM '84
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 2/8/85

FORM APPROVED:
OMB NO. 04-R0076

32-1

L 40020

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE 0 0 0 0 0 8 9 2

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

UNITED STATES REGISTRATION NUMBER N 9450W

AIRCRAFT MANUFACTURER & MODEL PIPER PA28-235

AIRCRAFT SERIAL No. 28-11169

DOES THIS 28th DAY OF Feb 1984 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE RECORDED

JAN 31 11 02 AM '85

Do Not Write In This Block
FOR FAA USE ONLY

AVIATION ADMINISTRATION

PURCHASER

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

Newberg Edgar T.
Rt 1 Box 16 NSS
Hector, MN 55342

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 MY HAND AND SEAL THIS 28th DAY OF Feb 1984

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Litchfield Ford	[signature]	Pres.

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

dup#1306 ffw 4-18-84 + cy #1264 ffw 8-2-84 Rt

5.00 REG

6:42 PM 0625 0 255 A 03/02/84

ORIGINAL: TO FAA

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 2/8/85

32

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 2/8/85

FORM APPROVED:
OMB NO. 05-R0076

31-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

AIRCRAFT BILL OF SALE

0 0 0 0 0 0 7 4 1

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

UNITED STATES REGISTRATION NUMBER N 9450W

AIRCRAFT MANUFACTURER & MODEL
Rice PA-28-235

AIRCRAFT SERIAL No.
28-11169

DOES THIS 7th DAY OF Jan 1985 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

L 4 0 0 1 9

CONVEYANCE RECORDED
Do Not Write In This Block
FOR FAA USE ONLY

JAN 31 11 02 AM '85
FEDERAL AVIATION ADMINISTRATION

PURCHASER

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

Litchfield Ford
Litchfield, MN.

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 I HAVE SET my HAND AND SEAL THIS 7th DAY OF Jan 19 85

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Robert A. Kruse	[signature]	Owner

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

ORIGINAL: TO FAA

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 2/8/85

31

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

FORM APPROVED OMB NO. 04-R0076

000001

30-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

2 7 3

CERT. ISSUE DATE

H FEB 23 1981

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 9450W

AIRCRAFT MANUFACTURER & MODEL
Piper PA-28-235

AIRCRAFT SERIAL No.
28-11169

TYPE OF REGISTRATION (Check one box)

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

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

Kruse, Robert A.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: c/o Litchfield Ford

Rural Route: P. O. Box:

CITY	STATE	ZIP CODE
Litchfield	Minnesota	55355

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

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	Owner	1-16-81

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

30

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JAN 20 1 35 PM '81
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

0 0 0 0 0 1 2 7 4

29-1

SIMPLE INTEREST INSTALLMENT NOTE, DISCLOSURE & SECURITY AGREEMENT

Inception Date January 16, 1981

Debtor(s') (Borrower(s)) Name(s) & Address(es)	Lender's (Secured Party) Name & Address	
Kruse, Robert A. C/o Litchfield Ford Litchfield, Minn. 55355	**Farmers State Bank of Darwin** **DARWIN, MINNESOTA**	Payment $ 387.21 Due 15th of ea. Mo. Loan No. Maturity Date , 19

TERMS OF THE LOAN AND PAYMENT SCHEDULES: The undersigned Debtor(s) (if more than one, jointly and severally and hereinafter, whether one or more, called Debtor) promises to pay to the order of the above-named Lender (at Lender's address shown above) the Amount Financed of Twelve Thousand and No/100---------- Dol., $ 12,000.00, plus a Finance Charge that accrues daily on the unpaid balance of the Amount Financed until paid in full at the rate of 10 % per annum, as specified in payment schedule a. or b. below:

Payment Schedule: Check a. or b. Only one shall apply.

a. XX in 36 installments (installments include the Finance Charge) of $387.21 each, beginning Feb. 15, 1981 and on the same day of each X month ☐ _____ thereafter until the Amount Financed plus the accrued Finance Charge is paid in full.

b. ☐ (Describe) _____

The installment payment(s) of (list amount(s) and due date(s)) _____ set forth in b. above is a/are Balloon Payment(s) (more than twice the amount of an otherwise regular equal installment), and Lender does not intend to refinance any Balloon Payment when due. In all cases, the final installment shall be the balance due of the Amount Financed plus the accrued Finance Charge to final payment date, which may be greater or lesser than the amount set forth in payment schedule a. or b. above, depending on Debtor's payment record. All payments made will be applied first to the amount of Finance Charge due and any remainder to reduce the unpaid balance of the Amount Financed. The entire amount or any portion thereof of the unpaid balance of the Amount Financed may be prepaid at any time without penalty. Any partial prepayment shall not extend or postpone any subsequent installment or change the amount of such installment.

A Minimum FINANCE CHARGE *of $ _____ will be collected by the Lender if the earned* FINANCE CHARGE *upon payment in full is less than that amount.*

EXTENSION OF TERMS: The Debtor and the Lender, before or after Default, may agree in writing (at the time the extension request is made) to an extension of all or part of the unpaid installments and collect as an extension fee a Finance Charge computed at the same rate as agreed to in the "Terms of Loan" above. No such extension shall be permitted to cause repayment of the original Loan to exceed 12 years and 32 days.

INSURANCE

PROPERTY INSURANCE: If Property Insurance is written in connection with this Loan, Debtor may, at Debtor's own cost, procure and deposit with the Lender such insurance if written by a responsible company. IF PROPERTY INSURANCE IS PURCHASED THROUGH THE LENDER, THE POLICY TERM WILL BE _____ AND INITIAL PREMIUM $ _____.

CREDIT LIFE AND ACCIDENT & HEALTH INSURANCE: Credit Life Insurance and Credit Accident and Health Insurance are voluntary and not required for credit. Debtor may, at Debtor's own cost, procure and deposit with Lender such insurance if written by a responsible company. IF OBTAINED THROUGH THE LENDER, THE COSTS FOR THE TERM OF THE LOAN ARE:

Credit Life Ins. $ _____ A. & H. Ins. $ _____ or _____

Debtor elects to 1. ☐ Finance and obtain 2. ☐ Finance only 3. ☐ _____ this insurance through the Lender. Insurance costs will also be included under the proper column in the Transaction Statement.

INSURANCE ACKNOWLEDGEMENTS 1ST SIGNER:
☐ Credit Life Ins. only ☐ Credit Life & A. & H. Ins. ☐ Property Insurance
☐ I DO desire Ins. Coverage as indicated above ☐ I DO NOT desire Ins. Coverage

1. Signed _____ Date _____, 19____

INSURANCE ACKNOWLEDGEMENTS 2ND SIGNER:
☐ Credit Life Ins. jointly with 1st signer ☐ Property Insurance
☐ I DO desire Ins. Coverage as indicated above ☐ I DO NOT desire Ins. Coverage

2. Signed _____ Date _____, 19____

TRANSACTION STATEMENT

1. *PROCEEDS (cash or its equivalent Debtor actually receives or if proceeds include any refinanced or consolidated loans, their amounts are):* $ 12,000.00
$ _____, $ _____
and new cash or its equivalent advanced is
2. *OTHER CHARGES (list in right column if they are to be Financed; if paid in cash, list in left column and omit from No. 3 below):*
   a.) *CREDIT LIFE INSURANCE* _____
   b.) *ACCIDENT & HEALTH INSURANCE* _____
   c.) *FILING FEES* _____
   d.) *NON-FILING INSURANCE* _____
   e.) _____
   f.) _____
3. *AMOUNT FINANCED (1. Proceeds + 2. Other Charges Financed)* $ 12,000.00
4. **FINANCE CHARGE** $ 1,939.56
begins to accrue on _____, 19____, *if different from the Inception Date above.*
5. *TOTAL OF PAYMENTS (3. Amt. Financed + 4. Finance Charge)* $ 13,939.56
6. **ANNUAL PERCENTAGE RATE** % 10

FEB 23 2 21 PM '81 FEDERAL AVIATION ADMINISTRATION CONVEYANCE RECORDED

H 2 7 4 8 2

SECURITY: In the event of Default, the Lender may (when and where legally permissible), without demand or notice of any kind, set-off all or any portion of this Note against any balances, credits, deposits, accounts, monies or other personal property of the Debtor at any time held by the Lender. The Lender may retain such property until the payment of all the Secured Obligations. When applicable, this Note is also secured by the unearned premiums and proceeds of any insurance policy required or purchased hereunder. *This Loan is:* ☐ *Not further secured.* ☐ *Secured by a separate mortgage signed* _____, *19*____, *covering real estate located at* _____. ☒ *Secured by the Security Agreement below, that may secure future and other indebtedness and provides for a Security Interest under the Uniform Commercial Code in after-acquired property. No after-acquired property Security Interest attaches to consumer goods other than accessions unless the Debtor acquires rights in them within 10 days after the Secured Party gives value.*

SECURITY AGREEMENT: The undersigned Debtor hereby grants to the Secured Party above a Security Interest under the Uniform Commercial Code in the following described property (hereinafter called "Collateral") including proceeds and products thereof:

One 1969 Piper PA-28-235 Airplane
Ser. #28-11159
N-9450W

5.00 2
4462 255 1 01/20/81
FSB

together with all parts, accessories, repairs, improvements and accessions thereto now or hereafter at any time made or acquired (continued on backside hereof);

The Collateral is or will be located at the address of Debtor herein set forth and will not be permanently removed from such address unless, prior to such removal, Debtor has given written notice to the Secured Party of the location or locations to which Debtor desires to remove the Collateral and the Secured Party has not objected in writing to such removal. The address that the Collateral will be kept at is (fill in only if different than the address of the Debtor above): _____

The Debtor will use the Collateral primarily for: ☐ *personal, household or family purposes;* ☐ *farming operations;* ☐ *business purposes. If the Collateral is or will become attached to real estate, is crops, timber to be cut, mined products, gas or oil to be extracted, the legal description of the real estate is:* _____ *and the name of the record owner is:* _____

The Collateral ☒ *will* ☐ *will not be acquired by Debtor with the proceeds of the Loan or advance made on or about the date hereof. If the Collateral will be so acquired, this is a "Purchase Money Loan" (as defined by the Uniform Commercial Code of this State) and the Secured Party is authorized to disburse such proceeds directly to the seller or sellers of the Collateral by the Debtor.*

The undersigned hereby grants to the Secured Party a Security Interest in the Collateral but assumes no personal obligation to repay the Loan evidenced by this Instrument.

Signed _____

By signing below, the Debtor(s)/Borrower(s) signs this Note, Disclosure & Security Agreement, agrees to the Terms & Conditions on the reverse side hereof and acknowledges receipt of a copy hereof on its inception date.

SIGN HERE

X _____ *(Debtor)*
☐ IF CHECKED, the signature below was required as a condition of credit.

XX _____ *(Debtor)*
☐ IF CHECKED, the signature below was required as a condition of credit.

XXX _____ *(Debtor)*

OVER $5,000.00
PURPOSE OF CREDIT: _____

(AUTHORIZED SIGNATURE OF SECURED PARTY—SIGN ONLY IF FILING THIS DOCUMENT)

NOTICE: See other side for important information which is part of this Document.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

27

Payment $ _____ Due _____ of ea. Mo.

	PAYMENTS							PAYMENTS						
	DATE PAID	On Interest	PAID TO	ON PRINCIPAL	UNPAID BALANCE			DATE PAID	On Interest	PAID TO	ON PRINCIPAL	UNPAID BALANCE		
1							19							
2							20							
3							21							
4							22							
5							23							
6							24							
7							25							
8							26							
9							27							
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14							32							
15							33							
16							34							
17							35							
18							36							

RECEIVED
FAA
AIRCRAFT REGISTRY
JAN 20 1 35 PM '81
OKLAHOMA CITY
OKLAHOMA

ADDITIONAL TERMS AND CONDITIONS OF SECURITY AGREEMENT AND NOTE

and all property of Debtor of every kind and description which now or hereafter at any time is in the possession or control of the Secured Party for any reason including, without limitation, property delivered to the Secured Party as Collateral for safekeeping or for collection or exchange for other property and all dividends and distributions on and other rights in connection with such property (provided, however, no after-acquired property Security Interest attaches to consumer goods other than accessions unless the Debtor acquires rights in them within 10 days after the Secured Party gives value), to secure payment to the Secured Party at the address stated on [illegible]te and all other notes given hereafter in renewal thereof and all other notes of Debtor concurrently herewith, heretofore (other than notes delivered in connection with a credit transaction covered by Truth in Lending) or hereafter at any time created, arising or Lending) or hereafter delivered to or purchased or otherwise acquired by the Secured Party and all other liabilities and indebtedness of Debtor to Secured Party, due or to become due, direct or indirect, absolute or contingent, joint or several, howsoever created, arising or evidenced, now existing (other than liabilities or indebtedness arising out of a credit transaction covered by Truth in Lending) or hereafter at any time created, arising or incurred (hereinafter called "Secured Obligations"); provided, however, Debtor's notes, debts, obligations and liabilities to Secured Party arising out of concurrent and future credit granted by Secured Party (which is covered by Truth in Lending) will be secured by this Security Agreement only if so indicated on the document that evidences the transaction.

Debtor warrants, represents and agrees that:

1. Debtor has or will acquire title to and will at all times keep the Collateral free of all liens and encumbrances, except the Security Interest created hereby, and has full power and authority to execute this Security Agreement, to perform Debtor's obligations hereunder, and to subject the Collateral to the Security Interest created hereby. No financing statement covering all or any part of the Collateral, except any which may have been filed by the Secured Party, is on file in any public office. If any of the Collateral is Motor Vehicles, the Debtor will cause a Certificate of Title evidencing ownership of each Vehicle to be endorsed to show Secured Party's Security Interest in all States where such endorsements are required or permitted to perfect the Security Interest. The Debtor will pay promptly when due all taxes and assessments upon the Collateral and will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein; will allow Secured Party and Secured Party's representatives free access to the Collateral at all reasonable times for the purpose of inspection; will not permit the Collateral to become a part of or to be affixed to any real property of any person without first making arrangements satisfactory with Secured Party to protect, establish and/or maintain the perfected status of the Security Interest.

2. Debtor will at any time or times hereafter execute such financing statements and other instruments and perform such acts as the Secured Party may request to establish and maintain a valid Security Interest in the Collateral, and will pay all costs of filing and recording.

3. Debtor will keep the Collateral in good condition and insured against such risks and in such amounts as the Secured Party may request from time to time, and with an insurance company or companies satisfactory to the Secured Party, the policies to protect the Secured Party as its interest may appear and to be delivered to the Secured Party at its request.

4. Upon Default by Debtor in any of the foregoing agreements, the Secured Party at its option may (i) effect such insurance and repairs and pay the premiums and the costs thereof and (ii) pay and discharge any taxes, liens and encumbrances on the Collateral. All sums so advanced or paid by the Secured Party shall be payable by Debtor on demand with interest at the rate provided for in the within Note and shall be a part of the Secured Obligations.

5. Debtor will not sell, transfer, lease or otherwise dispose of the Collateral, or attempt or offer to do any of the foregoing, without prior written consent of the Secured Party, and in any event the proceeds of any such sale, transfer, lease or other disposition shall be paid directly to the Secured Party.

6. The occurrence of any of the following events shall constitute a Default: (a) failure of Debtor or of any co-debtor, endorser, surety or guarantor to pay when due any amount payable under any of the Secured Obligations or to any third party; (b) failure to perform any agreement of Debtor contained herein; (c) any statement, representation or warranty of Debtor made herein or at any time furnished to the Secured Party is untrue in any respect as of the date made; (d) entry of any judgment against Debtor; (e) appointment of a receiver for, loss, substantial damage to, destruction, theft, sale or encumbrance to or of any portion of the Collateral, or of the making of any levy, seizure or attachment thereof; (f) Debtor becomes insolvent (however defined) or unable to pay its debts as they mature or makes an assignment for the benefit of its creditors or any proceeding is commenced by, or against Debtor alleging that it is insolvent or unable to pay its debts as they mature; (g) death of any Debtor who is a natural person or of any partner of any Debtor which is a partnership, (h) dissolution, consolidation or merger, or transfer of a substantial part of the property of any Debtor which is a corporation or partnership; (i) such a change in the condition or affairs (financial or otherwise) of Debtor or any co-debtor, endorser, surety or guarantor of any of the Secured Obligations as in the opinion of the Secured Party impairs the Secured Party's security or increases its risks; or (j) the Secured Party in good faith deems itself insecure for any reason whatsoever.

7. Whenever a Default shall exist, the Secured Party may, at its option and without demand or notice, declare all or any part of the unpaid balance of the Amount Financed plus accrued Finance Charges of the Secured Obligations immediately due and payable, and the Secured Party may exercise, in addition to the rights and remedies granted hereby, all rights and remedies of a Secured Party under the Uniform Commercial Code in effect in the State of Minnesota or any other applicable law, including the right to take possession of the Collateral. In addition, for the purpose of taking possession of the Collateral, the Secured Party may, as far as the Debtor can [illegible] authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated, and remove the same therefrom.

Debtor agrees, in the event of Default, to assemble and make the Collateral available to the Secured Party at a place or places acceptable to Secured Party, and when legally permissible, to pay all costs of the Secured Party, including reasonable attorney's fees, incurred in connection with the collection of any of the Secured Obligations and the enforcement of any of the Secured Party's rights hereunder, whether or not suit is filed hereon. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to the Debtor at the address shown on other side.

9. No delay or failure by the Secured Party in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If any provision of this Security Agreement shall be declared invalid, unenforceable or illegal, that part will not affect the validity, enforceability or legality of any other provision contained herein.

10. If more than one party shall sign this Agreement, the term "Debtor" shall mean all such parties, and each of them, and all such parties shall be jointly and severally obligated hereunder, and all provisions hereof regarding the Obligations or Collateral of such parties shall apply to any Obligation or any Collateral of any or all of them. This Note and the provisions hereof are to be binding upon the heirs, executors, administrators or successors of Debtor and benefit the heirs, executors, administrators and successors and assigns of Secured Party; they shall continue in force notwithstanding any change in any partnership party hereto, whether such change occurs through death, retirement or otherwise; and they are to be construed according to and governed by the laws of this State.

TERMS AND CONDITIONS OF NOTE

The Lender may at its option, without notice, declare this Note immediately due and payable for the entire unpaid principal hereof plus accrued interest hereon upon or at any time after the occurrence of any of the following events: Any Default in the payment of this Note; any Default under the terms and conditions of any security agreement or other note, obligation, instrument, undertaking or agreement concurrently herewith or heretofore or hereafter given to or acquired and held by the Lender hereof to which any Debtor, co-debtor, endorser, surety or guarantor hereof is a party; if the Lender in good faith deems itself insecure; or if there is such a change in the condition or affairs, financial or otherwise, of any Debtor, co-debtor, endorser, surety or guarantor hereof as in the opinion of the Lender hereof increases the risk.

Each Debtor, endorser and guarantor hereof jointly and severally guarantees payment hereof and waives demand, presentment, protest and notice of dishonor, and consents to any extensions and renewals hereof without notice, and consents to the release by the Lender hereof with or without consideration of any of them and agrees that the Lender hereof may (when and where legally permissible), without notice, set-off or charge this Note against any bank account, property or other account then maintained by any of them with the Lender hereof or then existing between any of them and the Lender hereof and to pay any deficiency, and agrees in case of any Default to pay, where legally permissible, all costs of collection, including reasonable attorney's fees and legal expenses. No delay or failure by the Lender in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by the Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

GUARANTY

The undersigned (if more than one, jointly and severally) hereby unconditionally guarantees the prompt payment of the within Note (and all extensions and renewals thereof) and of all sums stated therein to be payable, when due, at maturity, by acceleration or otherwise, and hereby consents that from time to time, without notice to the undersigned, said Note may be extended or renewed in whole or in part for any period (whether or not longer than the original period of said Note), additional credit separate from this Transaction may be extended to the Debtor and the Lender may at any time surrender, release, renew, extend or exchange all or any part of the property securing said Note, or take any of the actions set forth in said Note, all without affecting the liability of the undersigned. The release of any party liable upon or in respect of said Note shall not release the undersigned from any liability hereunder by the Lender. The undersigned hereby waives presentment, demand of payment and notice of non-payment and of protest and any and all other notices and demands whatsoever.

X _____ GUARANTOR XX _____ GUARANTOR

INSERT FTC NOTICE IF APPLICABLE

NOTICE: See other side for important information which is part of this Document.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

FORM APPROVED:
OMB NO. 04-R0076

28-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMINISTRATION

00000 1 2 7 2

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 9450W

AIRCRAFT MANUFACTURER & MODEL Piper PA-28-235

AIRCRAFT SERIAL No. 28-11169

DOES THIS 16th DAY OF Jan. 19 81 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION ADMINISTRATION
FEB 23 12 19 PM '81
CONVEYANCE RECORDED

H 2 7 4 8 1

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.)

Kruse, Robert A.

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF HAVE SET his HAND AND SEAL THIS 16th DAY OF Jan. 19 81

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Johnson, Neil	Johnson	Owner

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

5.00 1
4462 255 1 01/20/81

ORIGINAL: TO FAA

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

28

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

FORM APPROVED: OMB No. 04-R0065

27-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION

0 0 0 0 0 0 8 7 0

AIRCRAFT REGISTRATION APPLICATION

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

CERT. ISSUE DATE: AUG 10 1977

UNITED STATES REGISTRATION NUMBER: N 9450 W

AIRCRAFT MANUFACTURER & MODEL: Piper PA 28 (235)

AIRCRAFT SERIAL No.: PA-11169

FOR FAA USE ONLY

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

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street:
Rural Route: #1 P. O. Box:

☐ CHECK HERE IF ADDRESS CHANGE

CITY	STATE	ZIP CODE
Darwin,	Minn.	55324

(No fee required for revised Certificate of Registration)

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
N Johnson	Owner	7/24/77
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (6-75) (0052-00-628-9004) Supersedes previous edition.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

27

0 0 0 0 0 0 0 0 0 0

X

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JUL 27 10 32 AM '77
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

FORM APPROVED: OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 26-1

0 0 0 0 0 8 6 9

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $1,00 & OVER THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE AND MODEL
PIPER PA28 (235C)

MANUFACTURER'S SERIAL NUMBER
PA-11169

NATIONALITY & REGISTRATION MARKS
U.S. N9450W

DOES THIS 1st DAY OF July 19 77 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

AUG 10 9 41 AM '77

H 9 4 9 3 2

PURCHASER

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

Johnson, Neil
Route #1
Dorwin, Minn. 55324

NJ

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

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS 24th DAY OF July 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)
Roberts Aircraft Company	W. Lynn Roberts, President	
	W. Lynn Roberts	President

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

ORIGINAL: TO FAA

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

27 8 7 48 $5.00 FA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

26

0000003 6 9

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JUL 27 10 32 AM '77
OKLAHOMA CITY, OKLA

ORIGINAL TO FAA

AERONAUTICAL CENTER

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

FORM APPROVED: OMB No. 04-R0076

25-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

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

UNITED STATES REGISTRATION NUMBER N9450W

AIRCRAFT MANUFACTURER & MODEL PIPER PA-28-235C

AIRCRAFT SERIAL No. 28-11169

CERT. ISSUE DATE

D 072177

FOR FAA USE ONLY

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

ROBERTS AIRCRAFT COMPANY

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 1715 North Pinal Avenue

Rural Route: P. O. Box:

☐ CHECK HERE IF ADDRESS CHANGE	CITY	STATE	ZIP CODE
	Casa Grande,	Arizona	85222

(No fee required for revised Certificate of Registration)

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
D. Lynn Roberts	President	April 1, 1977
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (8-75) (0052-00-628-9004) Supersedes previous edition.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

25

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

FORM APPROVED: OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY

24-1

AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL
PIPER PA28-235C

MANUFACTURER'S SERIAL NUMBER
2811169

NATIONALITY & REGISTRATION MARKS
N 9450W

DOES THIS 1st DAY OF April 1977 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.)

ROBERTS AIRCRAFT COMPANY
1715 North Pinal Avenue
Casa Grande
Arizona 85222

RAC

AND TO It's 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 1st DAY OF April '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)
W. Lynn Roberts	W. Lynn Roberts	
Jean S. Roberts	Jean S. Roberts	

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

ORIGINAL: TO FAA

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

APR 8 1 32 PM '77
$005.00 FA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

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FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

14 OCT 29 1976

FORM APPROVED: OMB No 04-R0076

23-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

D 072177

CERT. ISSUE DATE

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

NATIONALITY AND REGISTRATION MARKS N9450W

AIRCRAFT MAKE AND MODEL Piper PA 28

AIRCRAFT SERIAL No. 28-11169

FOR FAA USE ONLY

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

W. Lynn Roberts/or Jean S. Roberts

RMR

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: ~~1715 N. Pinal Ave.~~ 1591 AVIATION WAY

Rural Route: P. O. Box:

[ ] CHECK HERE IF ADDRESS CHANGE

CITY	STATE	ZIP CODE
~~Casa Grande~~ COLORADO SPRINGS	~~Arizona~~ CO	~~85222~~ 80916

(No fee required for revised Certificate of Registration)

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
W. Lynn Roberts	Owner	6/10/75
Jean S. Roberts	Owner	6/10/75

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

23

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

JUN 13 8 43 AM '75

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

FORM APPROVED: OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 22-1

0 0 0 0 0 1 5 5 3

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
PIPER CHEROKEE 235

MANUFACTURER'S SERIAL NUMBER
28-1169

NATIONALITY & REGISTRATION MARKS
N 9450W

DOES THIS 1st DAY OF July 19 77 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

COMPARE

PURCHASER

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

ROBERTS, LYNN and ROBERTS, JEAN
Route 1, Box 245 A
Casa Grande, Arizona 85222

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 18 DAY OF July, 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)
UNITED BANK OF ARIZ.		
	Asst. Vice President	

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

ORIGINAL: TO FAA

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

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CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

JUL 6 2 05 PM '77

OKLAHOMA CITY, OKLA.

UNITED BANK OF AREA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

FORM APPROVED BUDGET BUREAU NO. 04-R076.2

Cert. Iss. Date:

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

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

NATIONALTY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL
N 9450W	Piper Cherokee 235
AIRCRAFT SERIAL No.	NAME(S) OF APPLICANT(S)
28-1169	UNITED BANK OF ARIZONA Post Office Box 2908 Phoenix , Arizona 85062 ATTENTION: John J. Miller Vice President

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

FOR FAA USE ONLY

ADDRESS (Number and Street; P. O. Box; or Rural Route.)
100 West Van Buren, Phoenix, Arizona 85003

☐ CHECK HERE IF ADDRESS CHANGE ONLY	CITY	STATE	ZIP CODE

(No fee required for revised Certificate of Registration)

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
John J. Miller	Vice Pres	6/30/75
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (11-69) (0052-628-9002)

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FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

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CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JUL 9 9 59 AM '75
OKLAHOMA CITY, OKLA.

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JUN 17 1 22 PM '75
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

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S 7 5 5 8 0

CERTIFICATE OF REPOSSESSION OF ENCUMBERED AIRCRAFT

CONVEYANCE RECORDED

JUN 24 12 53 PM '75

FEDERAL AVIATION ADMINISTRATION

The undersigned hereby certifies that he is the true and lawful holder of a note or other evidence of indebtedness secured by a Security Agreement on the following described aircraft:
(TYPE OF FINANCING AGREEMENT)

Aircraft make and model PIPER CHEROKEE 235

Aircraft serial number 28-11169 FAA registration number N9450W

Said financing agreement on the above aircraft bears the date of October 30, 1973 and was executed by Donald E. Graham to United Bank of Arizona and assigned to and is in the principal amount of $19,121.40 This financing agreement was recorded under Section 503 of the Federal Aviation Act of 1958, on the 14th day of December, 1973, and was entered in the Agency record of conveyances as document no. P00447

(If the financing agreement involved was not recorded with the Federal Aviation Agency, an original or, if allowed in FAR §§49.21 or 49.33(c), a true copy thereof.)

On the 10th day of December, 19 74, the aforesaid Donald E. Graham breached the obligations and promises contained in the financing agreement and the promissory note secured thereby. The undersigned certifies that he has performed all obligations imposed upon him by the terms of the financing agreement and all local laws; that in accordance with the terms of said financing agreement, and pursuant to the pertinent laws of the State of Arizona, the undersigned repossessed the aircraft described above on the 21st day of February, 19 75, and that by virtue of such act of repossession he divested the said Donald E. Graham, and any and all persons claiming by, through or under him, of any and all claims they had or may have had, and now holds title to the aforesaid aircraft, free and clear of all rights and claims of any persons whatsoever, as fully as if he had foreclosed in a court of law or equity.

UNITED BANK OF ARIZONA

John J. Miller
NAME OF HOLDER OF ENCUMBRANCE

SIGNATURE

Vice President
TITLE

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

OFFICIAL SEAL
1 53 PM '75
CONVEYANCE RECORDED

GPO 826-341

C1604 6-17 700 $5.00

20

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

FORM APPROVED BUDGET BUREAU NO. 04-R076.2

Cert. Iss. Date:

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

DEC 14 1973

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

NATIONALTY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL
N 9450W	Piper PA28 235

AIRCRAFT SERIAL No.	NAME(S) OF APPLICANT(S)
28-11169	(Must be same as Purchaser on Bill of Sale; if individual(s), give last name(s), first name(s), and middle initial(s).) Graham, D. E.

FOR FAA USE ONLY

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

5023 North 18 Street #304

CHECK HERE IF ADDRESS CHANGE ONLY	CITY	STATE	ZIP CODE
☐	Phoenix	Arizona	85016

(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

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	Owner	10-30-73

NOV 1 2012 0005008 FC

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

AC Form 8050-1 (11-69) (0052-628-9002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

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CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

NOV 7 1 56 PM '73

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

SECURITY AGREEMENT
(Aircraft)

UNITED BANK
OF ARIZONA

SEE RECORDED CONVEYANCE NUMBER 815580

THIS AGREEMENT, Made this 30 day of October, 1973, by D. E. Graham of 5023 North 18 Street #304, Phoenix County of Maricopa State of Arizona hereinafter designated as Debtor, and UNITED BANK OF ARIZONA, having its principal place of business in the City of Phoenix, State of Arizona, hereinafter designated as Bank.

Witnesseth: Debtor hereby grants to said Bank a security interest, pursuant to the Arizona Uniform Commercial Code, in the following described property hereinafter as follows called Aircraft:

MANUFACTURER'S NAME AND TRADE NAME	YEAR MANU. FACTURED	MODEL	MANUFACTURER'S SERIAL NO.	ENGINE NAME AND TYPE	ENGINE NO.	LICENSE NO.
PIPER	1969	PA28	28-11169			N# 9450W

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

A security interest in the above described aircraft is hereby given to Secured Party for the purpose of securing in the order named, the following obligations:

First: The payment of all indebtedness evidenced by, and according to the terms of a promissory note executed by Debtor and payable to the order of Secured Party at the Home office of UNITED BANK OF ARIZONA, and of all renewals and extensions thereof, which said note is more particularly described as follows:

Date of note: October 30, 1973; Principal sum: $ 15,000.00;
Rate of interest: 8 per cent per annum from maturity until all principal and interest is paid;

Principal and interest payable in equal successive monthly instalments of $ 318.69 each, beginning December 10, 1973; and a final instalment of $ 318.69 ... due on the 10 day of November, 1978.

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

It is hereby stipulated and agreed by and between Secured Party and Debtor that the following are the terms and conditions of the security interest granted to Secured Party and Debtors obligations thereunder.

I. DEBTOR'S WARRANTIES AND OBLIGATIONS: (a) FILING—Except for the security interest granted hereby, Debtor is the sole owner of the Collateral. No financing statements or other Security Agreement covering any of D[illegible]'s other property of the type, kind, or class of Collateral is or will b[illegible] file in any public office except in favor of Secured Party without Secured Party's written consent. Debtor agrees to sign and deliver one or more financing statements or other instruments as Secured Party may require to comply with the Arizona Uniform Commercial Code or other applicable law to preserve, protect and enforce the security interest of Secured Party and to pay all costs of filing such statement or instruments. (b) CARE OF PROPERTY—Debtor shall keep the Collateral in good repair and be responsible for any loss or damage to it; keep it free from all liens, encumbrances and security interests; pay when due all taxes, license fees and other charges upon it; not sell, misuse, conceal or in any way dispose of it or permit it to be used unlawfully or for hire or contrary to the provisions of any insurance coverage; nor allow its use in any race or speed contest. Collateral shall be kept in flyable condition and housed in a suitable shelter or hangar when not in use. Secured Party shall have the right at any time to examine the aircraft and all log books and records pertaining to it. Debtor covenants that he will register, use, operate, repair and control the same in accordance with all applicable statutes, laws, ordinances and regulations. Debtor covenants not to remove collateral or permit it to be removed from the state where this contract was made for any period in excess of 10 days without Secured Party's prior written permission and under no circumstances shall Collateral be taken or removed out of the continental boundaries of the United States. Loss or damage to the Collateral shall not release Debtor from obligations hereunder. (c) INSURANCE—Debtor agrees, at his expense, to insure the Collateral against loss, damage, theft (and such other risks as Secured Party may require) to the full insurable value thereof with insurance companies and under policies in form satisfactory to Secured Party. Proceeds or refunds from insurance shall be payable to Secured Party as its interest appears and all policies shall provide for 10 days' minimum written cancellation notice to Secured Party. Upon request, policies or certificates attesting coverage shall be deposited with Secured Party. Insurance proceeds may be applied by Secured Party toward payment of any of the obligations, whether or not due, in such order as Secured Party deems advisable to preserve the Collateral or the priority or perfection of the Secured Party's interest, Secured Party may act in Debtor's name or otherwise or advance funds for the same and such advances shall be one of the obligations secured hereby and shall be immediately payable with interest thereon at the highest lawful contract rate. Such funds shall include necessary costs and attorneys' fees involved in initiating or defending any action necessary to protect the security interest of Assignee. (d) PROCEEDS—If Collateral is sold, exchanged or otherwise disposed of with or without Secured Party's consent, Secured Party shall retain and have a first prior lien on all proceeds, and the right to collect same. Nothing contained herein shall constitute Secured Party's consent to any sale, exchange or other disposition unless expressly granted in writing. (e) ASSIGNMENT—If Secured Party assigns this Agreement, Assignee shall be entitled to performance of all of Debtor's obligations and agreements, and Debtor will assert no claims or defenses he may have against Secured Party against the Assignee.

II. DEFAULT: Debtor shall be in default hereunder if any of the following events occur: (1) Debtor fails to pay any of the obligations when due; (2) Debtor fails to perform any undertaking or breaches any warranty in this Agreement; (3) Any statement, representation or warranty of Debtor herein or in any other writing at any time furnished by Debtor to Secured Party is untrue in any material respect when made, whether or not Debtor knew such representation to be untrue; (4) Debtor becomes insolvent or unable to pay debts as they mature, or makes an assignment for the benefit of creditors or any proceeding is instituted by or against Debtor alleging that Debtor is insolvent or unable to pay debts as they mature; (5) Entry of any judgment against Debtor; (6) Death of Debtor who is a natural person or of any partner of Debtor which is a partnership or if Debtor or a surety terminates existence or abandons the property; (7) Dissolution, merger or consolidation or transfer of a substantial part of the property of Debtor which is a corporation or a partnership; (8) An attachment, garnishment, execution or other process is issued or a lien filed against any property of Debtor or the assessment of a tax deficiency against Debtor; (9) Transfer of any interest in any of the Collateral without the written consent of Secured Party; (10) Any of the Collateral is lost, stolen or materially damaged or cannot be located within 5 days after Secured Party

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FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

demands to inspect the same; (11) Secured Party shall deem itself insecure for any reason whatsoever.

III. REMEDIES—Upon the occurrence of any default hereunder and at any time thereafter, all of the obligations shall, at the election of Secured Party without notice become immediately due and payable and Secured Party shall have all remedies of a Secured Party conferred herein and under law; and: (1) Secured Party shall have the right to enter upon any premises where the Collateral may be and take possession thereof, collect it or render it unusuable, with or without legal process; (2) Debtor shall if requested by Secured Party assemble the Collateral at a place designated by Secured Party; (3) Debtor waives all claims for damages arising from such retaking and other property which may be in or upon the Collateral when retaken may be held by Secured Party without liability. Secured Party must be advised within 24 hours after such retaking of any articles Debtor claims were contained in or upon the retaken Collateral that are not covered by this Agreement. Such notice must be by registered mail, failure to give such notice being a waiver and bar to any claim therefor; (4) Secured Party may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting expenses incurred by Secured Party, including reasonable attorneys' fees and legal expenses, apply the residue to pay the obligations; (5) Secured Party may give any written notice to Debtor required by law by mailing such notice, at least 10 calendar days (counting the day of sending) before the event, which is the subject of the notice, to Debtor's address, and the same shall be and constitute reasonable notice; (6) Secured Party shall have the right immediately and without prior notice or demand to set off against the obligations, whether or not due, all money or other amounts owed by Secured Party in any capacity to Debtor; and Secured Party shall be deemed to have exercised such right or set-off and to have made a charge against any such money or amounts immediately upon the occurrence of such default even though such charge is entered on the books of Secured Party subsequent thereto; (7) In the event of default Debtor agrees to pay, should legal action be instituted, costs and disbursements allowed by law, and such additional sums as attorneys' fees as the judge of the court may adjudge reasonable.

IV. LIMITATIONS OF WARRANTY—THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED IN THE DESCRIPTION ON THE FACE OF THIS AGREEMENT. EXCEPT ANY MANUFACTURER'S WARRANTIES, UPON WHICH DEBTOR AGREES ONLY THE MANUFACTURER SHALL BE LIABLE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE.

V. GENERAL—Debtor shall remain fully liable for any deficiency if Secured Party undertakes to realize upon the Collateral and nothing shall limit Secured Party's right to collect the obligations directly from Debtor without first realizing upon the Collateral. Secured Party may inspect Collateral wherever located at any reasonable time. Waiver of any default shall not constitute a waiver of any subsequent default. Acceptance of any partial or delinquent payments or failure to exercise any right, power or remedy shall not waive Debtor's obligations or alter, change or modify this Agreement. Time is of the essence of this Agreement. Debtor will give Secured Party prior written notice of any change of residence or place of business and new address thereof. All words used herein shall be construed to be of such gender and number as the circumstances require and all references to Debtor shall include all other persons primarily or secondarily liable hereunder. This Agreement is governed by the laws of the State of Arizona, any provision hereof found to be invalid shall not invalidate the remainder. This Agreement binds each Debtor, his respective heirs, personal representatives, successors and assigns, and inures to the benefit of Secured Party, its successors and assigns. As further security for the obligations, Secured Party is assigned all Debtor's rights to claim the Collateral as exempt from execution or insolvency proceedings and irrevocably appoints Secured Party attorney-in-fact for Debtor to assert, preserve or realize upon such claim or rights. Secured Party has no duty to protect, insure or realize upon the Collateral. Except for willful misconduct Debtor releases Secured Party from any liability for any act or omission relating to the obligations or Collateral of this Agreement. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE ALTERED OR AMENDED EXCEPT BY WRITTEN AGREEMENT OF THE PARTIES.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 30 day of October, 1973, at Phoenix (CITY), Arizona (STATE)

Seller (Secured Party) United Bank of Arizona
By [signature]
Address
P. O. Box 2906
Phoenix, Arizona 85062

Buyer (Debtor) x [signature]
D. E. Graham
Address

STATE OF _____ }
County of _____ } ss.

On this the _____ day of _____, 19_____, before me, _____ the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____ (Notary Public)

My commission expires _____

_____, known
Debtor
_____
Debtor

The foregoing document is hereby certified to be a true and correct copy of the original.
UNITED BANK OF ARIZONA
[signature]
Authorized Signature

17-27

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

GAIL M. GRAHAM, Plaintiff,	)	NO. D 144984
-vs-	)	JUDGMENT AND DECREE OF DIVORCE
DONALD E. GRAHAM, Defendant.	)	

The above-entitled action having come on for hearing before the Court sitting without a jury on the 21st day of June, 1973, the plaintiff being present in person and being represented by her attorneys, Warner & Angle, by Jerry L. Angle, and the defendant not being present either in person or represented by counsel;

And it appearing to the Court and the Court finding that the defendant has acknowledged receipt of a copy of the Complaint and a copy of the Summons issued in this action on May 17, 1973, and that the same were received by him on May 17, 1973; that he voluntarily waived service of process and return of service thereof, waived further time to appear, notice of trial setting and entry of judgment, and consented that the trial be held in his absence; and that said Acceptance of Service and Waiver was duly filed with the Clerk of this Court on May 21, 1973; that the defendant has failed to plead or otherwise defend as provided by law and that the default of said defendant has been duly and regularly entered by the Clerk of this Court;

And evidence having been presented by and on behalf of the plaintiff and the Court having duly considered said evidence and being fully advised in the premises FINDS that the Court has

WARNER & ANGLE
1700 UNITED BANK BUILDING
3550 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85012
TELEPHONE 264-7101

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

17-26

MICRO

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
DEC 7 1 39 PM '73
OKLAHOMA CITY, OKLA.

jurisdiction over the subject matter and in personam jurisdiction over the parties to this action, and FURTHER FINDS that the allegations of plaintiff's Complaint are true and fully sustained by the evidence and that plaintiff is entitled to a judgment of divorce from the defendant and the relief prayed for in her Complaint; the Court FURTHER FINDS that the parties hereto have entered into a Property Settlement Agreement dated the 16th day of May, 1973, the original of which is in evidence in this action as plaintiff's Exhibit 1, and that said Agreement is fair and equitable and that the same is hereby approved by the Court.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED that the plaintiff be and she is hereby granted an absolute divorce from the defendant and the bonds of matrimony heretofore existing between the parties be and the same are hereby dissolved and the parties are restored to the status of single persons.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff and defendant have heretofore entered into an agreement for the settlement of their property and other rights dependent upon and arising out of said marriage, and that said Agreement is an integral part of this Judgment and Decree as follows:

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/ / /

/ / /

WARNER & ANGLE
1700 UNITED BANK BUILDING
3550 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85012
TELEPHONE 264-7101

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

17-24

MICRO

17-23

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 16th day of May, 1973, by and between DONALD E. GRAHAM, of Maricopa County, Arizona (hereinafter referred to as the "Husband"), and GAIL M. GRAHAM of Maricopa County, Arizona (hereinafter referred to as the "Wife");

WITNESSETH:

WHEREAS, the parties hereto were married on or about the 1st day of February, 1964; and

WHEREAS, two children have been born as issue of the marriage between the parties, namely, MICHAEL ARTHUR GRAHAM and BARBARA ANN GRAHAM; and

WHEREAS, certain unhappy differences have arisen between the parties and the parties hereto have separated and are not now living together; and

WHEREAS, the parties desire to enter into an Agreement for the complete adjustment and settlement of all property rights and other rights dependent upon and arising out of their marital relationship;

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter contained, it is mutually agreed as follows:

1. The Husband shall assign, grant, convey and transfer and does hereby assign, grant, convey and transfer to the Wife as her sole and separate property all of the Husband's right, title and interest in and to the following-described property, to-wit:

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(a) The real property located at 1501 East Laguna, Tempe, Maricopa County, Arizona, being more particularly described as:

Lot Four Hundred Seventy-one (471), TEMPE GARDENS UNIT FOUR, per map recorded in Book 114, page 2 of Maps, in the office of the County Recorder of Maricopa County, Arizona.

(b) All of the household furniture, furnishings, fixtures and equipment now owned by the parties and located in the home described in Paragraph 1(a) above.

(c) The 1972 Chevrolet Monte Carlo automobile, bearing serial no. 1H57J2L566877.

(d) All funds now on deposit in any bank, banks or savings institutions in any account in the name of the Wife alone and all of the interest of the parties in and to said accounts.

(e) All of the Wife's personal effects and all other personal property now in the possession or under the control of the Wife.

2. The Wife shall assign, grant, convey and transfer and does hereby assign, grant, convey and transfer to the Husband as his sole and separate property all of the Wife's right, title and interest in and to the following-described property, to-wit:

(a) The 800 shares of the common capital stock of Graham Enterprises, Inc., an Arizona corporation, which is 100% of the issued and outstanding stock of said Corporation, and all of the interest of the Wife in and to the said Corporation and all assets thereof.

(b) The 16' Wreight inboard-outboard boat and trailer now owned by the parties.

(c) The 1969 Piper airplane, bearing serial no. 28-11169 and Call No. N9450W.

(d) Lots Eighty-Three (83) and Eighty-Four (84), LAKE MOOVALYA KEYS AMENDED, according to Book 4 of Plats, page 136, records of Yuma County, Arizona, subject to all liens

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and encumbrances thereon which the Husband hereby assumes and agrees to pay and to indemnify and save the Wife harmless therefrom.

(e) All funds now on deposit in any bank, banks or savings institutions in any account in the name of the Husband alone and all of the interest of the parties in and to said accounts.

(f) All household furniture and furnishings now in the possession or under the control of the Husband and all of the Husband's personal effects.

3. Subject to any order that may at any time be made and entered by a Court of competent jurisdiction, it is agreed that the Wife shall have the care, custody and control of the two minor children of the parties, namely, MICHAEL ARTHUR GRAHAM and BARBARA ANN GRAHAM, with reasonable visitorial rights to the Husband.

4. The Husband shall pay to the Wife as and for alimony and child support the sum of Seven Hundred Dollars ($700.00) per month for a period of five (5) years, commencing May 1, 1973, and until the death or remarriage of the Wife, whichever should first occur, the same to be paid in equal semi-monthly installments of Three Hundred Fifty Dollars ($350.00) on the 1st and 15th days of each and ever month. It is agreed that on May 1, 1978, or upon the death or remarriage of the Wife, whichever event should first occur, the Husband's obligation for the payment of alimony shall cease and terminate and at such time, the Husband shall pay to the Wife the sum of Two Hundred Dollars ($200.00) per month per child as and for the support and maintenance of the minor children

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of the parties, being a total sum of Four Hundred Dollars ($400.00) per month, the same to be paid on the 1st day of each and every month and said payments to continue until such time as each of said minor children is legally emancipated.

5. The Husband shall pay to the Wife an amount equal to the cost of the Wife's educational expenses necessarily incurred by the Wife in pursuing her college education for a period of five years, which sum shall be equal to the actual cost of all registration fees, tuition, lab. fees, student fees and other registration expense, and the cost of her text books. Said amounts shall be paid by the Husband to the Wife in cash and in full within thirty (30) days after each date that the Wife furnishes to the Husband a written itemization of each such expense for each school period.

6. The Husband hereby assumes and agrees to pay and indemnify and save the Wife harmless from the entire amount and all obligations of the parties on the Note owed by the parties which is due to The State Bank, Parker, Arizona, and secured by a mortgage on the residence described in Paragraph 1(a) above, and to pay all of the payments on said note as the same become due. The Husband shall be entitled to claim all deductible expenses he pays thereon, including interest and taxes. It is further agreed that in the event the Husband should fail to pay any of said monthly payments on said note and mortgage as the same become due, and upon written notice by the Wife to the Husband of such delinquency, if the Husband fails to cure such delinquency within thirty (30) days after

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the date of mailing of such written notice, then in that event the Husband shall pay to the Wife immediately and in full and in cash an amount equal to the entire remaining principal balance of said note and mortgage, together with the amount of all then accrued interest and any applicable penalties due on said note or mortgage. It is further agreed that the Wife shall be entitled to sell the residence described in Paragraph 1(a) above at any time she so elects and upon any such sale, the Wife shall be entitled to receive as her sole and separate property all of the net sales proceeds derived therefrom. In the event the Wife elects to sell said residence prior to the time that the note and mortgage described above in this Paragraph 6 has been paid in full by the Husband, then in that event, the Husband hereby agrees to pay to the Wife as property settlement and division an amount equal to the then remaining principal balance of said note as of the date of any such sale, together with interest at the rate of seven percent (7%) per annum, the same to be paid by the Husband to the Wife in lawful money of the United States of America in equal monthly installments of Three Hundred Dollars ($300.00) each, including interest at the rate of seven percent (7%) per annum, the first payment to be paid on the 1st day of the month following the close of escrow of any such sale and said payments to be made on the 1st day of each and every month thereafter until the same has been paid in full; provided, however, the Husband shall have the right to prepay such obligation at any time without penalty and, further, the entire remaining principal

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balance shall be paid within nine (9) years after the date of any such sale of said residence by the Wife.

7. The Husband shall maintain a policy of health and accident insurance, providing benefits, protection and coverage for each and both of the minor children of the parties until each of said children attains the age of twenty-one (21) years. The Husband further agrees to pay for and on behalf of said children of the parties any and all medical and dental expenses reasonably and necessarily incurred by or on behalf of the said children, including but not limited to all expenses of hospitals, doctors, nurses, drugs, dentists, orthodontists, and similar such expenses. This obligation on the part of the Husband for the payment of the medical and dental expenses incurred by said children of the parties shall continue until each of said children attains the age of twenty-one (21) years or is married, whichever should first occur. In the event that the Wife incurs or pays any medical or dental expenses for or on behalf of either of the said minor children, the amounts thereof shall immediately be paid by ~~the~~ Husband to the Wife as additional child support.

8. The Husband agrees to maintain in full force and effect, and pay the applicable premiums thereon, the policy of life insurance on the life of the Husband owned by the Wife, issued by the Franklin Life Insurance Company, policy no. 2940168 in the face amount of $250,000.00. It is agreed that even though the Wife owns said policy, the Husband shall have the exclusive right to designate the beneficiaries thereon;

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provided, however, the following terms and conditions shall be applicable regarding said policy:

(a) So long as the Husband is obligated to pay alimony to the Wife, the Husband shall maintain the Wife as the primary beneficiary on said policy to the extent of an amount not less than $50,000.00 of the death benefit proceeds.

(b) The Husband shall maintain the minor children of the parties as the primary beneficiaries of said policy in an amount equal to not less than 50% of the face amount of said policy until each and both of the minor children of the parties attains the age of twenty-one (21) years or the date on which both of said children are married, whichever should first occur.

(c) After the obligation on the part of the Husband for the payment of alimony to the Wife as hereinabove provided ceases, the Husband shall no longer be obligated to maintain said policy except in the amounts necessary to satisfy the requirements of Paragraph 8(b) above.

(d) To the extent that the Husband is not obligated to maintain said insurance policy as provided above in this Paragraph 8, the Husband shall be free, at his election, to either:
(1) Reduce the coverage provided under said policy; or
(2) Designate any other beneficiary as he may select relative to such excess coverage.

(e) At such time as the Husband is no longer obligated to maintain said insurance policy for the benefit of either the Wife or the minor children as provided in this Paragraph 8, the Wife shall at that time assign and transfer the ownership of said policy to the Husband.

9. The Husband agrees to pay the actual, necessary and reasonable college expenses in order to provide four (4) continuous years of college education for each and both of the said children

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of the parties, such expenses to include but not be limited to room, board, books, tuition, lab fees, clothes and miscellaneous expenses; provided that the obligation of the Husband shall continue as to each child only so long as the child is enrolled as a full-time student in an accredited college or university and makes satisfactory progress toward an academic decree and remains unmarried.

10. The Husband shall pay to the Wife as property settlement and division the sum of Three Thousand Dollars ($3,000.00), said sum to be paid at the rate of Five Hundred Dollars ($500.00) or more per year on the 1st day of July, 1973, and a like sum on or before the 1st day of July of each year until said sum of Three Thousand Dollars ($3,000.00) has been paid in full.

11. The Husband hereby assumes and agrees to pay and to indemnify and save the Wife harmless relative to all debts, obligations or liabilities incurred or contracted by either of the parties, whether community or otherwise, prior to February 1, 1973. Each party assumes and agrees to pay and to indemnify and save the other party harmless relative to all debts, obligations or liabilities incurred or contracted by such party, whether community or otherwise, on or after February 1, 1973.

12. The Husband hereby assumes and agrees to pay and to indemnify and save the Wife harmless relative to all taxes, interest and penalties on all income earned, received by or accruing to either or both of the parties prior to January 1, 1973, and further, all taxes on all income earned, received

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by or accruing to the Husband, whether community or otherwise, during the calendar year 1973 and thereafter. The Husband shall be entitled to any and all refunds for the overpayment of income taxes for the year 1972. The Wife hereby assumes and agrees to pay and to indemnify and save the Husband harmless relative to all taxes on all income earned, received by or accruing to the Wife during the calendar year 1973 and thereafter.

13. Subject to the provisions of this Agreement, each party hereby releases any and all interest, estate or other right which he or she may now or hereafter have or claim in any and all property, real, personal or mixed, and wheresoever situated, now owned or hereafter acquired by or on behalf of the other party. Each party agrees that the other party may convey or otherwise dispose of or deal with the same as fully as though he or she had never been married. The parties hereto agree that each will at any time make, execute and deliver all instruments, conveyances, powers of attorney, authorizations and all other documents as the other of them, or his or her executors, administrators, or assigns, shall reasonably require for the purpose of giving full effect to this Agreement; provided, however, that neither party hereto shall be required to sign any instrument which will in any manner render the one so required to sign liable for the payment of any money or the incurring of any liability other than as expressly provided for in this instrument.

14. It is agreed that there is no other contract,

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oral or in writing, existing between the parties hereto relative to the matters herein mentioned.

15. It is agreed that this Agreement is intended to be and is a full, complete and final property settlement between the parties hereto.

16. In the matter of the preparation and execution of this Agreement, the Husband and the Wife have each had a complete opportunity to obtain legal counsel of their own choice as to the character and legal effect of this Agreement, and the Husband and the Wife have voluntarily made and entered into this Agreement with full knowledge of the legal effect thereof, having, prior to the execution of this Agreement, read the same in its entirety. In the event that the Wife should necessarily employ an attorney or commence any legal action for the enforcement of any of the terms or provisions of this Property Settlement Agreement, the Husband shall pay to the Wife a reasonable attorneys' fee in an amount to be set by the Court in addition to all other relief to which the Wife may then be entitled.

17. This Agreement may be filed in any action for divorce between the parties for the approval thereof by the Court and may be incorporated in and become a part of any order, decree or judgment rendered in any such divorce action.

18. It is further expressly agreed that all of the terms and provisions of this Agreement shall apply to, bind and inure to the benefit of the heirs, executors, administrators,

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representatives and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first-above written.

Donald E. Graham - Husband

Gail M. Graham - Wife

STATE OF ARIZONA)
:ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 16th day of May, 1973, by DONALD E. GRAHAM.

Notary Public

My Commission Expires
July 9, 1974

SEAL

STATE OF ARIZONA)
:ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 16th day of May, 1973, by GAIL M. GRAHAM.

Notary Public

My Commission Expires
November 14, 1973

SEAL

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IT IS FURTHER ORDERED, ADJUDGED and DECREED that the above and foregoing Property Settlement Agreement executed by and between the parties shall be and the same is hereby approved, and the property of the parties shall be and the same is hereby divided as provided therein and plaintiff shall have judgment for the alimony, child support and other amounts as provided therein, and the other rights of the parties are settled in accordance with each and every, all and singular, the provisions thereof as the judgment of this Court, and the parties are hereby ordered and directed to comply with the terms and provisions thereof.

DONE IN OPEN COURT this 21 day of June, 1973.

ROY R. CARSON

Court Commissioner

WARNER & ANGLE
1700 UNITED BANK BUILDING
3550 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85012
TELEPHONE 264-7101

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CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
DEC 7 1 33 PM '73
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

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BUDGET BUREAU NO. 04-R[illegible], APPROVAL EXPIRES SEPTEMBER 30, 1972

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

RELEASE

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

AIRCRAFT MAKE AND MODEL: Piper	
FAA REGISTRATION NUMBER: N945CW	AIRCRAFT SERIAL NUMBER: 28-11169
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

DEC 14 8 24 AM
FEDERAL AVIATION ADMINISTRATION

P0045

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated 1-29-71, was executed by D.E. Graham and Gail M. Graham to

and assigned to

This conveyance was recorded by the Federal Aviation Administration on 3-10-71

and was assigned conveyance number A280632

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on October 31, 1973

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

THE STATE BANK, Box 1147, Parker, AZ 85344
(Name of Security Holder)

SIGNATURE (In Ink) [illegible]

TITLE Assistant Cashier

ACKNOWLEDGMENT (If Required By Applicable Local Law)

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

C FAA AC 68-3530

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE: A 10 MAR 1971

IN REPLY REFER TO: AC-250:N 94SOW

SUBJECT: Notice of Recordation of Conveyance

TO: The State Bank
Box 1206
Lake Havasu City, Ariz. Zip 86403

NAME: DE + Gail M. Graham

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

This conveyance dated 1-29-71 was recorded on 3-10-71

as conveyance number A280632 pertaining to N 94SOW

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

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

There is no fee for the recording of a release.

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

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
DEC 7 1 33 PM '73
OKLAHOMA CITY, OKLA.

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 5-8-82

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LAKE HAVASU CITY
THE STATE BANK
ARIZONA

SECURITY AGREEMENT

SEE RECORDED CONVEYANCE NUMBER P00945

A 2 8 0 6 3 2

Method of Perfecting	COLLATERAL
Personal Use (RF) Farm (RF), Nonfarm (CF) Fixtures (LF)	CONSUMER GOODS EQUIPMENT

Date January 29, 19 71

CONVEYANCE RECORDED

Donald & Gail Graham, Box 583, Route 1, Parker, Yuma, Arizona
(Name of Debtor) (No. and Street) (City) (County) (State)

MAR 10 9 13 AM '71
FEDERAL AVIATION ADMINISTRATION

(herein called "Debtor") hereby grants to THE STATE BANK, an Arizona State Banking Corporation Box 1206, Lake Havasu City, Arizona 86403

(herein called "Lender") a security interest in, and mortgages to Lender, the following described property, together with all equipment, parts, accessories, attachments, additions and other goods, and all replacements thereof, now or hereafter installed in, affixed to or used in connection with said property (herein collectively called the "Collateral"):

New Used	Year	Make Trade Name	Description	Model Number	Serial Number
1969 – Used		Piper	Cherokee Airplane Registration Number 9A50W	235	28-11169

The interest of Lender in the Collateral shall secure Debtor's obligation to pay: (a) the note of Debtor, of even date herewith, payable to Lender, in the face amount of $ 11,000.00, with interest thereon if therein specified, (herein called the "Note"); (b) all costs and expenses incurred by Lender in the collection and enforcement of the Note and other indebtedness of Debtor to Lender described herein, and the security therefor; (c) all expenditures of Lender for taxes, levies, insurance, repairs to and maintenance of the Collateral; (d) all other liabilities of Debtor to Lender, now existing or hereafter incurred, matured or unmatured, direct or contingent and any renewals and extensions thereof and substitutions therefor; and (e) interest on all of the foregoing. The term "Indebtedness", as used herein, means the Debtor's obligations to Lender stated above.

If the Collateral is or is to be affixed to realty, a legal description of the realty is:

Debtor warrants that: (Check such items in paragraphs 1 and 2 as are applicable to this transaction)

(1) the Collateral is used or bought for use primarily for

☐ Personal, family or household use ☐ Business use ☐ Farming operations use

(2) the loan proceeds of the Note are to be paid by Lender to

☐ _____ the seller of the Collateral, and/or to the insurance agent or broker from whom any insurance on the Collateral is to be obtained, and Debtor hereby authorizes Lender so to do; or

☐ Debtor, who will apply the loan proceeds, within 10 days from date, to or towards the payment of the purchase price of the Collateral, and for no other purpose; or

☐ Debtor;

(3) if the Collateral is used or bought for use primarily for personal, family or household purposes or for use in farming operations, that the Collateral is, or is intended promptly upon its acquisition by Debtor, to be kept at the address of Debtor given herein (which is his residence);

(4) if the Collateral is used or bought for use primarily in business, including farming or profession, that Debtor's chief place of business in this state is given on the first full line of this agreement, and all of Debtor's other places of business, if any, are in the same county as said chief place of business, except for places of business at —

Debtor covenants: that Debtor will give Lender prompt written notice of (i) any changes in his residence if warranty (3) above applies, or (ii) the establishment and discontinuance of any of its places of business if warranty (4) above applies; if any item of the Collateral is a motor vehicle, that Debtor will, upon demand of Lender, obtain a certificate of title to the motor vehicle which notes a lien or encumbrance thereon in favor of Lender for the amount of the indebtedness secured hereby.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

X Donald Graham (SEAL)

X Gail M. Graham (SEAL)
(Debtor)

By _____, Pres.
(Signature and Title)

By _____
(Signature and Title)

(to be executed by Bank if agreement is to be filed)

By _____
(Signature and Title)

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SECURITY AGREEMENT — Continued

A. DEBTOR'S OBLIGATIONS. Whenever referred to "Debtor's Obligations" means the Indebtedness described at Paragraph 3 hereof, all sums and expense, including attorney's fees, collection, legal and receiver's expense, advanced or incurred by Bank for or in connection with Collateral or any obligation of Debtor and a reasonable delinquency charge on each instalment in default for ten days or more, which Debtor promises to pay, all optional and obligatory advances to or for Debtor (whether or not in excess of any stated maximum amounts), and all extensions and renewals thereof and howsoever evidenced, and the covenants and liabilities undertaken by Debtor herein and in any other agreement with Bank.

B. WARRANTIES. Debtor warrants that: (1) all Collateral is owned as represented by Debtor, is free of all liens, encumbrances and other security interests and Debtor will defend Bank's security interest therein against all other claims and demands; (2) all Collateral is genuine, as appearing on its face, enforceable according to its terms, free of disputes, set-off counter-claim and defenses, and represents indebtedness, obligations, interests, or property justly owing to and owned by Debtor in amounts or as therein provided; (3) at all times Debtor will maintain collateral for and with Bank of a character and value satisfactory to Bank; (4) any advance to enable Debtor to acquire rights in or use of Collateral, or any Collateral delivered to Debtor for a stated purpose, will not be used for any other purpose; (5) Without consent of Bank no Financing Statement or other security agreement covering any of Debtor's other property of the type, kind, or class of Collateral is or will be on file in any public office, except in favor of Bank; (6) unless Bank is otherwise notified in writing, there are no express or implied warranties to others in connection with Collateral, and if so such others to the fullest extent permitted by law, have waived as against Bank all claims and defenses against Debtor; and (7) Debtor has authority and obtained all approvals and consents necessary to incur Debtor's Obligations and enter into this Agreement.

C. COLLATERAL AGREEMENTS. As to Collateral (1) Debtor will: (a) keep it free of all levies, liens, encumbrances and other security interests; (b) comply with all laws, statutes and regulations pertaining to it; (c) pay when due all taxes, licenses, charges and other impositions on or for it or Debtor's Obligations; (d) execute, file and record such statements, notices and agreements, take such action and obtain such certificates and documents, in accordance with all applicable laws, statutes, and regulations, as necessary to perfect, evidence and continue Banks security interest in it; (e) upon demand, give Bank such information as requested concerning it and Debtor's business, and permit Bank to inspect and copy the records thereof; (f) as appropriate, keep it and the proceeds of any collection, sale or disposition authorized by Bank separate from Debtor's other property, and until otherwise notified by Bank, enforce and collect it at Debtor's expense, and maintain accurate and complete records thereof, and account fully for and promptly deliver to Bank the proceeds thereof as and when received; (g) keep or require any goods which are security for or represented by it to be insured in amounts, on terms and with carriers acceptable to Bank and against such risks and casualties as Bank considers reasonable, customary or appropriate, and with loss payable to Bank, and providing for written notice to Bank at least ten days prior to cancellation or material change (the proceeds of which may be applied to Collateral or Debtor's Obligations as Bank elects); and (h) as appropriate, properly care for, house, store and maintain it and any goods represented by it in good condition, free of misuse, abuse, waste and deterioration, and cultivate, harvest, raise, fatten, graze, cut, extract, process and prepare it for sale or market according to approved methods, and promptly and duly observe and perform any contract or agreement pertaining to or part of it; (2) Debtor will not, without Banks' written consent: (a) exchange, lease, lend, use, operate, race, demonstrate, sell or dispose of it or Debtor's rights therein or permit it to become so affixed to realty as to be a part or become a fixture thereof; except until otherwise notified by Bank, equipment goods may be used if subject to reasonable wear and tear of intended use only, and inventory goods of raw materials may be used, and inventory goods held for sale may be sold, in the regular course of Debtor's business and for not less than the Release Price specified by Bank; (b) make any compromise, adjustment, amendment, modification, settlement, substitution or termination, or accept the return of any goods, of or in connection with it; (c) as appropriate, remove it from or outside Collateral Location(s) or premises specified on reverse hereof; or (d) permit anything to be done that may impair, or fail to do anything necessary or advisable to preserve, its value and the security and insurance coverage and proceeds intended for Bank.

D. DEFAULT. Upon the happening of any of the following: (1) default in payment or performance of Debtor's Obligations as agreed; (2) levy or proceeding against Collateral or Debtor's other property; (3) commission of any act of bankruptcy or commencement of bankruptcy proceedings by or against, or the death, dissolution, termination of existence or insolvency of, Debtor or any surety for Debtor; (4) any misrepresentation, mis-statement, breach of warranty as set forth herein, or failure to establish upon demand the correctness of all written information and representations by Debtor to Bank; or (5) Bank, because of any injury to, or destruction, loss, or decline in value or market price of, Collateral, or for any other reason in good faith deems itself insecure, — then Bank, at its election and in addition to all other rights, powers and privileges, may: (a) declare the unpaid balance, in whole or in part, of Debtor's Obligations immediately due and payable without demand or notice and proceed to collect same; (b) waive or remedy any default without waiving it or any prior or subsequent default, (c) terminate any agreement for financial accommodation; and (d) as appropriate, take possession of Collateral with or without legal process or require Debtor to assemble it and make it available to, and at a reasonably convenient place designated by, Bank and sell it at public sale in the county where located or where this Agreement was made or at private sale and whether or not Collateral is present at the place of sale.

E. GENERAL. (1) Bank has no responsibility or liability for the correctness, validity, genuineness, ownership, condition, existence, character, quantity, quality, value or delivery of any goods, rights or matters evidenced or represented by or as to any matter pertaining to Collateral, and makes no express or implied warranties and no warranties of merchantability or fitness for any Collateral delivered or released to Debtor. Such care as Bank gives to the safekeeping of its own property of like kind shall constitute reasonable care of Collateral when in Bank's possession; but Bank is not required to make presentment demand or protest, or give notice, and need not take action to preserve any rights against prior parties in connection with any obligation or evidence of indebtedness held as Collateral or in connection with Debtor's Obligations. As appropriate, a commercially reasonable preparation or processing of Collateral includes completing or continuing any growing, grazing, fattening or other farming operation necessary to the sale or disposition of Collateral.

(2) Bank, in its own or Debtor's name and at any time without notice and at Debtor's expense, may, but is not obligated to: (a) notify any obligor or account debtor on Collateral to make payment to Bank; (b) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments (proceeds and other sums and property now or hereafter payable on or on account of Collateral; (c) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for Collateral; (d) insure, process and preserve Collateral; (e) transfer Collateral to its own or its nominee's name; (f) make any compromise or settlement, and take any action it deems advisable, and exercise all the rights, powers and remedies of an owner, with respect to Collateral; and (g) make any payment and perform any agreement undertaken by Debtor and expend such sums and incur such expense, including reasonable attorney's fees and legal expenses, as Bank reasonably deems advisable, and upon demand Debtor will pay the same to Bank together with any deficiency or balance on Debtor's Obligations remaining after any sale or other disposition of Collateral by Bank, with interest at maximum legal rate per annum or as agreed.

(3) Debtor (a) will give Bank prior written notice of any change of residence or place of business and address thereof and all policies or certificates of insurance required for Collateral; and (b) hereby assigns to Bank any return or unearned premium becoming due on any insurance covering Collateral, directs the insurers to pay the same to Bank, and irrevocably appoints Bank by any officer as Debtor's attorney-in-fact to cancel such insurance and to endorse and sign any instrument payable to Debtor or required to obtain such insurance premium or proceeds.

(4) The singular includes the plural. If there is more than one Debtor, their obligations and agreements hereunder are joint and several and binding upon their respective heirs, successors and assigns, and delivery or other accounting of Collateral (in whatever form) to any one of them shall discharge Bank of all liability therefor. Any Debtor agrees that recourse may be had against his separate property, as well as his community property, for his indebtedness and obligations to Bank.

(5) This is a continuing agreement and applies to all past, present and future indebtedness, obligations, and transactions of Debtor, or any of them, with Bank, and whether or not such transactions continue, increase, decrease or create new indebtedness after or before payment of prior indebtedness, and notwithstanding the death, incapacity or bankruptcy of, or other event or proceedings affecting any Debtor.

(6) Time is of essence. Acceptance of partial or delinquent payments or failure to exercise any right, power or remedy shall not waive any obligation of Debtor or modify this Agreement. Bank, its successors and assigns, have all rights, powers and remedies herein and as provided by law, including those of a secured party under Uniform Commercial Code, and may exercise the same and effect any set-off and proceed against Collateral or other security for Debtor's Obligations at any time nothwithstanding any cessation of Debtor's liability or running of any statute of limitations, which Debtor hereby waives to the fullest extent permitted by law. Notice to Bank must be given at its Office where this Agreement was made and Bank's acceptance hereof constitutes its agreement hereto.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

A 031071

14-1

FORM APPROVED BUDGET BUREAU NO. 04-R076.1

FEDERAL AVIATION AGENCY

38 05 02-73

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALITY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N 9450W	Model No. PA28-235 1969 Piper Cherokee 235	28-11169

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).)

D. E. Graham
Grahain, Gail M.

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

Box 583, Route 1, Parker, Arizona 85344

CITY	COUNTY	STATE	ZIP CODE
Parker		Ariz	85344

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	co-owner	2/5/71
[signature]	co-owner	2/5/71
	CONVEYANCE FILED WITH	

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

FAA Form 8050-1 (3-66) SUPERSEDES FAA FORM 500-2 0052-628-9000

FEB 1 3 58 PM '71

98185102 CH150004

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

14

MICRO

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
FEB 9 12 48 PM '71
OKLAHOMA CITY, OKLA.

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAR 1 3 28 PM '71
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

13-1

A 280631

Bill of Sale

CONVEYANCE RECORDED
MAR 10 9 13 AM '71
FEDERAL AVIATION ADMINISTRATION

Know All Men By These Presents:

That BEN F. BROOKS and BROOKS MURPHY & ASSOCIATES, INC.

, the part ies of the first part, for and in consideration of the sum of Ten Dollars ($10.00) & other valuable consideration DOLLARS lawful money of the United States of America, to them in hand paid by

D. E. GRAHAM AND GAIL M. GRAHAM

the party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, and sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns

A 1969 Piper Cherokee Airplane, Model PA28-235,
Serial No. 28-11169, Call No. N9450W.

TO HAVE AND TO HOLD the same to the said party of the second part, his heirs, executors, administrators and assigns forever; and the said parties of the first part do for their heirs, executors, administrators and assigns, covenant and agree to and with the said party of the second part, his heirs, executors, administrators and assigns, to warrant and defend the sale of the said property, goods and chattels hereby made unto the said party of the second part, his heirs, executors, administrators and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF we have hereunto set our hands the 2nd day of February A. D. 1971

signed and delivered in the presence of

Ben F. Brooks
BROOKS, MURPHY & ASSOCIATES, INC.
By: President

13

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
9 12 PM '71

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAR 1 3 27 PM '71

STATE OF ARIZONA } ss.
County of Maricopa

On this the 2nd day of February, 19 71,

Before me, Marilyn Fillicetta, OKLAHOMA CITY, OKLA., a Notary Public in and for the County of Maricopa State of Arizona, on this day personally appeared Ben F. Brooks, personally and as President of Brooks, Murphy & Associates, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Marilyn Fillicetta
Notary Public.

(My Commission Expires 2-4-72)

SEAL

STATE OF ARIZONA, } ss.
County of Maricopa

I (or we) hereby declare on oath that the within named ....., Part of the first part, is (or are) the sole owner.S. of the chattels set out in the withinand foregoing bill of sale, and that said chattels are clear, free and unencumbered.

Witness my hand this 2nd day of February, A. D. 1971

Ben F. Brooks
Ben F. Brooks
BROOKS, MURPHY & ASSOCIATES, INC.
By: Ben F. Brooks
President

Subscribed and sworn to before me this 2nd day of February, A. D. 1971

Marilyn Fillicetta
Notary Public.

(My Commission Expires 2-4-72)

SEAL

No.

Bill of Sale
Short Form

FROM

TO

Dated ..... 19..

Filed and Recorded at Request of

..., A. D., 19..

at ..... M.

Book

Pages

County Recorder.

By

Deputy Recorder.

MICRO

STATE OF ARIZONA } ss.
County of

I, ..., County Recorder in and for the County and State aforesaid, do hereby certify that the within instrument was filed for record at ..... o'clock ..... M., on this ..... day of ....., 19..... and duly recorded in Book No. ..... of ..... Records of ..... County, Arizona, at pages .....

WITNESS my hand and official seal the day and year first above written.

County Recorder.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

F 6 AUG 1970 FORM APPROVED, BUDGET BUREAU NO. 04-R076.2 12-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALTY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N 9450W	PIPER PA 28-235	28-11169

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).)

BROOKS, MURPHY AND ASSOCIATES, INC., an Arizona corporation, an undivided 62.5%; and
BEN F. BROOKS, as his sole and separate property, an undivided 37.5%

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

510 East Camelback Road,
~~Phoenix, Ariz. 85014~~

CITY	COUNTY	STATE	ZIP CODE
Phoenix	Maricopa	Arizona	85014

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 IK.

SIGNATURE	TITLE	DATE
BROOKS, MURPHY & ASSOCIATES, INC. By Ben F. Brooks	PRES.	
Ben F. Brooks	Owner	

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

12

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AUG 3 3 58 PM '70

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

11-1

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

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 503 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

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

AIRCRAFT MAKE AND MODEL 1969 Piper Cherokee 235 - Model No. PA28-235	
FAA REGISTRATION NUMBER N9450W	AIRCRAFT SERIAL NUMBER 28-11169
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

CONVEYANCE RECORDED
FEB 17 9 06 AM '71
FEDERAL AVIATION ADMINISTRATION

G6 0 3 1 2

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated July 28, 1970, was executed by Brooks, Murphy and Associates, Inc. and Ben F. Brooks to THE ARIZONA BANK and assigned to

This conveyance was recorded by the Federal Aviation Administration on August 18, 1970 and was assigned conveyance number J29379

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on January 27, 1971

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

THE ARIZONA BANK
(Name of Security Holder)

SIGNATURE (In Ink): Audrey Taylor

TITLE Assistant Manager

ACKNOWLEDGMENT (If Required By Applicable Local Law)

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE: J 18 AUG 1970

IN REPLY REFER TO: AC-250:N 94504

SUBJECT: Notice of Recordation of Conveyance

TO: Arizona Bank
Park Central Office
P.O. Box 29011
Phoenix, Arizona Zip 85036

NAME: Brooks, Murphy + Assoc., Inc. + Ben F. Brooks

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

This conveyance dated 7-28-70 was recorded on 8-18-70

as conveyance number J 29379 pertaining to N94504

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

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

There is no fee for the recording of a release.

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

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
FEB 9 12 48 PM '71
OKLAHOMA CITY, OKLA.

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

10-1

J 2 9 3 7 9

THE Arizona BANK

CHATTEL SECURITY AGREEMENT

(Equipment, Consumer Goods and Fixtures, but NOT Farm Products)

CONVEYANCE RECORDED AUG 18 3 51 PM 70 FEDERAL AVIATION ADMINISTRATION

FOR VALUE RECEIVED, the undersigned ("Debtor"), to secure the payment to THE ARIZONA BANK ("Secured Party") of all Debtor's present and future debts, obligations and liabilities of whatever nature to Secured Party ("Obligations"), grants to Secured Party a security interest in the goods described below and all accessions to, and spare and repair parts, special tools and equipment and replacements for, and proceeds of all or any part of the foregoing ("Collateral"). Debtor agrees to deliver to Secured Party herewith, properly executed, any certificate of title or other instrument required to perfect Secured Party's interest.

MODEL YEAR	DESCRIPTION OF COLLATERAL (For Motor Vehicles Show Make, No. of Cyl., Body Style and Tons Capacity if Truck)	SERIAL OR IDENTIFICATION NO.
1969	~~Piper~~ Cherokee 235 with full panel, Mark 12A, Bendix 220, Bendix ADF, dual omni, glide slope head, auto flight with navagational tracker, Palm Beach interior, stereo tape, 298 hours. (total lien amount $12,000.00) ☐ IF CHECKED HERE, DESCRIPTION CONTINUES ON APPENDIX "A" ATTACHED	Registration #N9450W Serial #28-11169 Model #PA28-235 SEE RECORDED CONVEYANCE NUMBER 46097

☐ If checked here, all other equipment of the same type or kind acquired by Debtor after the date hereof, and its proceeds.

WARRANTIES

Debtor warrants:

(a) The Collateral is ☒ is not ☐ being acquired by Debtor with the proceeds of a loan from Secured Party which proceeds will be used for no other purpose.

(b) The Collateral is to be used PRIMARILY FOR:

☐ Personal, family, or household purposes, or farming operations, and the address of Debtor's residence, is shown below Debtor's signature.

☒ Business, and the address of Debtor's principal place of business in Arizona, or if none, Debtor's residence is shown below Debtor's signature.

The Collateral will be kept at the address below Debtor's signature, or, if not, at the Scottsdale, Arizona Airport

and such location will not be changed (except for a temporary purpose) without prior written consent of Secured Party.

If the Collateral is to be affixed to real estate, the legal description of such real estate is: _____

OTHER PROVISIONS

THIS AGREEMENT INCLUDES ALL THE PRINTED PROVISIONS ON THE REVERSE SIDE, WHICH ARE HEREBY INCORPORATED HEREIN.

Signed and dated this 28th day of July, 19 70.

THE ARIZONA BANK (Secured Party)

By Audrey Taylor
(Authorized Signature)

Address: P. O. Box 2901
Phoenix, Arizona 85036
(CITY) (STATE) (ZIP)

DEBTOR:

Brooks, Murphy and Associates, Inc., by
(Print Name)

Ben F. Brooks
(Signature)

Ben Brooks, President
(Signature)

Address: 510 East Camelback Road
Phoenix, Arizona 85012
(CITY) (STATE) (ZIP)

IL3-G Rev. 1-68

10

ADDITIONAL TERMS AND CONDITIONS

1. WARRANTIES AND AGREEMENT. Except for the security interest created or granted hereby, Debtor is the owner of the Collateral free from any lien, security interest, encumbrance, or claim of any other person. If the interest of Secured Party is assigned, Debtor agrees not to assert any claims or defenses which he may have against Secured Party against said assignee.

2. MAINTENANCE OF COLLATERAL. Debtor shall (i) maintain the Collateral in good condition and repair, not make any material alteration to it, maintain in force and effect any registration, franchise, license, or approval required by law, and not permit its value to be impaired; (ii) keep the Collateral free from all liens, encumbrances, security interests (other than Secured Party's security interest) and claims of any other person, and defend it against all claims and legal proceedings by persons other than Secured Party; (iii) pay and discharge prior to delinquency all taxes, license fees, levies, and other charges upon the Collateral; (iv) not sell, lease, or otherwise dispose of the Collateral or permit it to become an accession to or commingled with other goods except as specifically authorized in writing by Secured Party; and (v) not permit the Collateral to be used in violation of any applicable law, regulation or policy of insurance. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

3. INSURANCE. Debtor shall keep the Collateral and Secured Party's interest in it insured under policies providing fire and extended coverage, theft and such other insurance as Secured Party shall require, and if the Collateral is a vehicle, collision insurance issued by such insurers as shall be satisfactory to the Secured Party and shall furnish Secured Party evidence of such insurance acceptable to Secured Party. Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurance and any premium refund and authorizes Secured Party to endorse in the name of Debtor any instrument for such proceeds or refunds and, at the option of Secured Party, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of Debtor or otherwise, to make, adjust, settle claims under and/or cancel any insurance on the Collateral.

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

5. FIXTURES. Debtor and Secured Party agree that the Collateral, if placed upon or affixed in any manner to real property, shall be and remain subject to removal by Secured Party at any time in accordance with Secured Party's rights; and Debtor agrees to obtain any consents, waivers or subordination agreements of the owners of such real property or any lien holders thereof which Secured Party may require.

6. MAINTENANCE OF SECURITY INTEREST. Debtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce Secured Party's interest in it or its rights under this Agreement.

7. AUTHORITY OF SECURED PARTY TO PERFORM FOR DEBTOR. If Debtor fails or neglects to act as required by this Agreement or the Obligations (including, but not limited to, protection, care or insurance of the property or payment of license fees, taxes, or other charges), Secured Party is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest at the rate of eight per cent per annum from the date of payment by Secured Party.

8. ADDITIONAL SECURITY. As further security for the Obligations, Debtor assigns to Secured Party all of Debtor's rights at any time existing to claim the Collateral as exempt from execution or in bankruptcy or other insolvency proceedings and irrevocably appoints Secured Party attorney-in-fact for Debtor to assert any such claim and to do such other acts and things as may be required to assert, preserve, or realize upon such rights.

9. PROCEEDS. If the Collateral is sold, exchanged, or otherwise disposed of with or without Secured Party's consent, Secured Party shall retain and have a first and prior lien on all proceeds, and the right to collect the same. Nothing contained herein or in any separate financing statement shall constitute Secured Party's consent to any sale, exchange, or other disposition.

10. DEFAULT. Upon the occurrence of one or more of the following events of default:

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

(b) Inability to Perform. Debtor or a surety for any of the Obligations dies, terminates existence, abandons the property, becomes insolvent or the subject of bankruptcy or insolvency proceedings;

(c) Loss or Damage. The Collateral is lost, suffers material damage or destruction, is levied upon, becomes subject to a receivership or cannot be located within five days after Secured Party demands to inspect the same;

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

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

all of the Obligations shall, at the option of Secured Party and without any notice or demand, become immediately payable; and Secured Party shall have all rights and remedies for default provided by the Arizona Uniform Commercial Code, as well as any other applicable laws and the Obligations.

With respect to such rights and remedies:

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

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

(c) Expenses and Application of Proceeds. Debtor shall reimburse Secured Party for any expense incurred by Secured Party in protecting or enforcing its rights under this Agreement, including but not limited to reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition, and disposing of the Collateral. After deduction of such expenses, Secured Party may apply the proceeds of disposition to the Obligations in such order and amounts as it elects.

(d) Waiver. Secured Party may permit Debtor to remedy any default without waiving the default so remedied, and Secured Party may waive any default without waiving any other subsequent or prior default by Debtor.

(e) Deficiency. No provision hereof shall limit, waive or release any right or remedy provided by law, and Debtor shall be and remain fully liable for any deficiency if Secured Party undertakes to realize upon the Collateral. Nothing herein shall limit Secured Party's right to proceed to collect the Obligations directly from Debtor without first realizing upon the Collateral.

11. NON-LIABILITY OF SECURED PARTY. Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Secured Party's wilful misconduct.

12. PARTIES. Each person signing this Agreement other than Secured Party is a Debtor; and the obligations hereunder of all Debtors are joint and several. The masculine pronoun shall include the feminine and neuter and the singular the plural as circumstances require. This Agreement inures to the benefit of each party and binds each party and each party's heirs, personal representatives, successors, and assigns.

13. INTERPRETATION. The validity, construction and enforcement of this Agreement are governed by the laws of Arizona. Time is and shall be of the essence hereof. All terms not otherwise defined have the meaning assigned to them by the Arizona Uniform Commercial Code. Invalidity of any provision of this Agreement shall not affect the validity of any other provision.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

9-1

AIRCRAFT BILL OF SALE

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

MICROFILM CODE

IC JC

CONVEYANCE RECORDED
AUG 6 3 15 PM '70
FEDERAL AVIATION ADMINISTRATION

F 5 1 8 4 5

For and in consideration of $16,000.00 the undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT, MAKE AND MODEL: Piper PA 28-235

MANUFACTURER'S SERIAL NUMBER: 28-11169

NATIONALITY AND REGISTRATION MARKS: U.S.A N9450W

does this 30 day of June 1970, 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)

BROOKS, MURPHY AND ASSOCIATES, INC., an Arizona corporation, an undivided 62.5%; and

BEN F. BROOKS, as his sole and separate property an undivided 37.5%.

510 East Camelback Road,
Phoenix, Az., 85014

BMA

and to their executors, administrators, and assigns to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except: NONE

TYPE OF ENCUMBRANCE	AMOUNT	DATED
Chattel security agreement	12,000.00	7-28-70

IN FAVOR OF: The Arizona Bank, P. O. Box 2901, Phoenix, Az 85036

In testimony whereof I have set hand and seal this 30th day of June 1970.

SELLER

NAME(S) (TYPED OR PRINTED)	SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)
ERNEST J. CALES	Ernest J. Cales	Owner

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

SUBSCRIBED AND SWORN TO before me this 17 day of July, 1970

by ERNEST J. CALES

U. Dianne Kruse
Notary Public

My Commission Expires: 10-4-73

SEAL

GPO 884-307

FEC-550

9

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

C 16 SEP 1969

FORM APPROVED: BUDGET BUREAU NO. 04-R076.1

8-1

FEDERAL AVIATION AGENCY

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALITY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N9450W	Piper PA-28-235C	28-11169

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).)

Ernest J. Cales

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

8726 E. Jackrabbit Rd.

CITY	COUNTY	STATE	ZIP CODE
Scottsdale	Maricopa	Arizona	85251

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Ernest J. Cales	Owner	Aug 15, 1969

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 60 days during which time the PINK copy of this application must be carried in the aircraft.

FAA Form 8050-1 (3-66) SUPERSEDES FAA FORM 500-2 0052-628-9000

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

8

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

7-1

DUPLICATE **AIRCRAFT BILL OF SALE** DUPLICATE

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

MICROFILM CODE

1C JC

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

AIRCRAFT MAKE AND MODEL

Piper PA-28-235C

MANUFACTURER'S SERIAL NUMBER	NATIONALITY AND REGISTRATION MARKS
28-11169	N 9450-W

does this 8 th day of May 1969, 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)

Ernest J. Cales
8726 E. Jackrabbit Rd.
Scottsdale, Arizona 85251

CONVEYANCE RECORDED
SEP 15 1 53 PM '69
FEDERAL AVIATION ADMINISTRATION

C 0 6 8 3 4 8

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED

IN FAVOR OF

in testimony whereof have set hand and seal this day of 19

SELLER

NAME(S) (TYPED OR PRINTED)	SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)
Rhodell Aviation Inc.	Jeffrey Longmuir	Vice-President

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

AUG 18 4 41 5

GPO 824-307

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

7

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AUG 18 2 57 PM '69

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

6-1

FORM APPROVED: BUDGET BUREAU NO. 04-R076.2
MAR 26 1969

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION · FEDERAL AVIATION ADMINISTRATION

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALTY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N 9450W	Piper PA 28-235	28-11169

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).)

Rhodell Aviation INC

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

1800 West Deer Valley Road

CITY	COUNTY	STATE	ZIP CODE
Phoenix	Maricopa	Arizona	85027

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
Jeffrey Jorgenson	Sec. Treasurer	3/4/69

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

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

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

H 3 2 0 5 5

CONVEYANCE RECORDED

JUN 25 9 40 AM '69

FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE

2E KE

RELEASE

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

AIRCRAFT MAKE AND MODEL: 1969 Piper PA28	
FAA REGISTRATION NUMBER: N9450W	AIRCRAFT SERIAL NUMBER: 28-11169
ENGINE-MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

The conveyance dated March 14, 1969, was executed by Rhodell Aviation

to Michigan National Bank

and assigned to

This conveyance was recorded by the Federal Aviation Administration on March 26, 1969

and was assigned conveyance number A263174

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on May 17, 1969

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

MICHIGAN NATIONAL BANK
(Name of Security Holder)

SIGNATURE (In Ink) [signature]

TITLE ~~Asst.~~ Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

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

FAA AC 68-3539

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE: MAR 26 1969

IN REPLY REFER TO: AC-250:N 94500

SUBJECT: Notice of Recordation of Conveyance

TO: Michigan National Bank
Grand Rapids Mich Zip 49502

NAME: Rhotell aircraft Inc

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

This conveyance dated 3-4-69 was recorded on 3 26 69

as conveyance number 263174 pertaining to N94500

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

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

There is no fee for the recording of a release.

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

OKLAHOMA CITY, OKLA.
MAY 21 2 24 PM '69
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

DIRECT WHOLESALE

CHATTEL MORTGAGE

CONVEYANCE

The undersigned Mortgagor (whether one or more) does hereby mortgage to the Michigan National Bank, hereinafter referred to as the Mortgagee, subject to the terms and conditions hereinafter set forth, the following personal property complete with all attachments and equipment, including any hereinafter added or affixed thereto, delivery and acceptance of which is hereby acknowledged:

YEAR	MAKE	SERIAL NO.	COLOR	N NUMBER	DEFERRED BALANCE DUE (As Shown in Note Below)
1969	Piper	XRX 28-11169	Gold/Black	N 9450W	14,448.50

ACCESSORIES AND EQUIPMENT:

Narco Mk XII, VOA-8, PEP, PET, Toe Brakes

FEDERAL AVIATION ADMINISTRATION
MAR 26 3 44 PM '69
CONVEYANCE RECORDED
A263174

Ninety days after date, or, at the absolute option of the Mortgagee or its assigns, on demand, Mortgagor agrees to pay the sum of ..... to the Mortgagee at its office in Grand Rapids, Michigan.

1. To secure payment of the purchase price as set forth above, and any other indebtedness heretofore or hereafter incurred by the Mortgagor to the Mortgagee, its successors or assigns, the Mortgagor does hereby grant, bargain, sell and mortgage unto said Mortgagee, the above described property which is and shall remain personal property, to have and to hold unto said Mortgagee, his personal representatives, successors and assigns forever. Provided always that if said Mortgagor shall well and truly perform all agreements and covenants herein, then this instrument shall be void, otherwise to remain in full force and effect. Mortgagor has given his promissory note, of even date herewith, as evidence, but not payment of the amount payable hereunder. No transfer, renewal, extension or assignment of this mortgage, or any interest hereunder, or loss, injury, or destruction of said property shall release the Mortgagor from his obligation hereunder; the assignee shall be entitled to all the rights of the Mortgagee.

2. Time is of the essence of this mortgage and in the event Mortgagor defaults or fails to comply with any condition of this mortgage, or the Mortgagee deems itself insecure, or a proceeding in bankruptcy, receivership, or insolvency be instituted against the Mortgagor or his property, or the Mortgagee deems the above property in danger of misuse or confiscation, the full amount shall be immediately due and payable. In such event Mortgagor hereby authorizes irrevocably, any attorney-at-law to appear for said Mortgagor in any court of record in the United States, waive the issue and service of process and confess judgment against said Mortgagor for the amount unpaid under this mortgage in favor of the Mortgagee or any assignee. The property is to remain in possession of Mortgagor as long as the conditions of this mortgage are fulfilled.

3. No warranties have been made by the Mortgagee unless endorsed hereon in writing. The Mortgagor shall keep said property free of all taxes, liens and encumbrances; shall not use the same illegally, improperly or for hire; shall not transfer any interest in this mortgage or said property except as hereinafter provided; shall not remove same from the Mortgagor's place of business hereinafter noted without Mortgagee's or assignee's written consent. The Mortgagee may, at the expense of the Mortgagor, procure any insurance necessary to cover said property, and the proceeds of any insurance, whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of the Mortgagee or Mortgagee's assigns. Mortgagor may display said property at the place of business hereinafter noted, for resale for cash only, provided that when a sale is made, all of the proceeds of said sale whether in cash or in kind, which shall not be less than the deferred balance above indicated, shall be received by the Mortgagor in trust for Mortgagee or assigns and shall be immediately transferred by Mortgagor to Mortgagee or assigns. Said proceeds in form as received by Mortgagor on resale shall be the property of the Mortgagee and shall not be used by the Mortgagor for any purpose. At any time Mortgagee or assigns may examine the personal property herein mortgaged, together with the books and records of the Mortgagor with reference to the above obligation.

4. If the Mortgagor defaults in complying with the terms hereof, or the Mortgagee deems the above property in danger of misuse or confiscation, the Mortgagee may take immediate possession of said property without demand, including any equipment or accessories thereto, possession by the Mortgagor after default being unlawful; and for this purpose the Mortgagee may enter upon the premises where said property may be and remove the same. Mortgagee may take possession of any other property in the above described vehicle, at the time of possession, and hold the same temporarily for the Mortgagor, without any responsibility or liability on the part of the Mortgagee. The Mortgagee may retain possession of the mortgaged property, or sell and dispose of the same, and apply the proceeds of sale, all pursuant to and in accordance with the statutes of the state in which this mortgage is made, applicable to the foreclosure of chattel mortgages; or in the event such state has no such statute, the Mortgagee may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to the Mortgagor (if given, notice by mail to address below being sufficient) with or without having such property at the place of sale, and upon such terms and in such manner as the Mortgagee may determine; the Mortgagee may purchase at any public or private sale. In the event of any default in complying with the terms hereof, the Mortgagor agrees to reimburse and pay to the Mortgagee all reasonable and necessary expenses incurred by Mortgagee in collecting the balance due hereon, or any part thereof, all expenses of retaking and repairing such property, including collection charges and an attorney fee of 15% of the amount of principal due hereon, or if said attorney fee is prohibited or fixed by law, then the amount prescribed by law, and if such property is resold, the expenses of such resale. If resale is made of such repossessed property all such expenses, collection charges and attorneys' fees shall be deducted from the proceeds of sale and the balance of said proceeds shall be applied to the amount due; any surplus shall be paid over to the Mortgagor; in case of deficiency the Mortgagor agrees to pay the same with interest, and the Mortgagor does hereby confess judgment in the amount of such deficiency.

5. Mortgagor hereby waives the right to remove any legal action from the court originally acquiring jurisdiction, and waives all property exemption laws. Any provision of this contract prohibited by law of any state shall as to said state be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract. Mortgagee shall have the right to enforce any one or more remedies hereunder, either successively or concurrently, and such action shall not operate to estop or prevent the Mortgagee from pursuing any other remedy which he may have hereunder, and any repossession or retaking of the property temporary or otherwise, or sale of the property, pursuant to the terms hereof, shall not operate to release the Mortgagor until final payment has been made in cash. The failure by Mortgagee to promptly exercise any of the remedies herein provided, shall not waive the strict performance of the conditions of this mortgage or prevent the Mortgagee from immediately pursuing any or all of said remedies. Mortgagor agrees to pay interest at 6% on the amount past due together with reasonable collection expenses if any incurred.

6. This mortgage, the note secured thereby, and the formalities of execution thereof including witnessing and acknowledgement shall be a contract of and construed pursuant to the laws of the state where the property shall be located, which shall be only the following place of business of the Dealer (Mortgagor):

Dealer's Place of Business Where Property Will Be Displayed 1800 West Deer Valley (Street) Phoenix (Town) Maricopa (County) Arizona 85027 (State)

Executed in triplicate, one copy of which was delivered to and retained by the Mortgagor, this 4 day of March, 19 69
(Do not execute on Sunday or legal holiday.)

Mortgagor hereby acknowledges receipt of a completely filled in copy of this mortgage.

Signed, sealed and delivered in the presence of:

Witness

Witness
(Witness must sign here in South Carolina, Connecticut, Florida, Louisiana)

DEALER'S SIGNATURE Rhodell Aviation (MORTGAGOR)

BY Jeffrey Stephenson

ITS Sec. Treasurer (Title)

AFFIDAVIT BY MORTGAGOR (DEALER)

STATE OF Arizona
County of Maricopa } ss.

SEAL

The undersigned, being duly sworn, deposes and says that he is * ..... the Mortgagor..... named in the within Mortgage, that he has knowledge of the facts and that the consideration given for the said Mortgage was actual and adequate and that the said Mortgage was given in good faith and for the purpose herein set forth, without any design to hinder, delay or defraud creditors.
*Insert if required either "one of" or "the agent of."

X
Mortgagor (Buyer)

Subscribed and sworn to before me this 4 day of March, 19 69

Maricopa County, Craig D. Hegel Notary Public. My commission expires My Commission Expires Jan. 5, 1973

This instrument was prepared by:

(Name)

→ *Fill in Reverse Side* ←

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

ACKNOWLEDGEMENT OF MORTGAGOR (DEALER)

STATE OF.....
COUNTY OF..... } ss.

Before me, a Notary Public in and for the County of....., personally appeared.....(NAME OF PERSON SIGNING AS OR FOR MORTGAGOR), known to me to be the same person whose name is subscribed as Mortgagor (or as.....(TITLE) of Mortgagor under authority of its board of [directors] [trustees] to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument in the capacity indicated, for the uses and purposes therein set forth and that such execution was his free act and deed.

NOTARY
Sign Here .....

(Seal of Notary)

Notary Public.....County

State of.....

My Commission expires.....

ACKNOWLEDGEMENT OF ATTESTING WITNESS

STATE OF.....
COUNTY OF..... } ss.

Personally appeared before me.....(Witness) and made oath that he, the within named.....(NAME OF PERSON SIGNING AS OR FOR MORTGAGOR) sign, seal, and as his free act and deed, deliver the within mortgage in the capacity indicated and that he witnessed the due execution thereof.

WITNESS
Sign Here .....

Subscribed and sworn to before me this.....day of....., 19.....

NOTARY
Sign Here .....

(Seal of Notary)

Notary Public.....County

State of.....

My Commission expires.....

ACKNOWLEDGEMENT OF MORTGAGEE (BANK)

STATE OF.....
COUNTY OF..... } ss.

.....(NAME OF PERSON SIGNING AS OR FOR MORTGAGEE), being duly sworn according to law, says he is the.....(TITLE) of Mortgagee named in the within mortgage; that he has knowledge of the facts and that the consideration of said mortgage is true and bona fide; that the Mortgagee has a valid claim against the within named Mortgagor amounting to $.....; that said claim is just and unpaid; and that the within mortgage is given in good faith to secure the same.

MORTGAGEE (BANK)

Sign Here .....

Subscribed and sworn to before me this.....day of....., 19

NOTARY
Sign Here .....

(Seal of Notary)

Notary Public.....County

State of.....

My commission expires.....

AFFIDAVIT BY MORTGAGOR (DEALER) AND MORTGAGEE (BANK)

STATE OF.....
COUNTY OF..... } ss.

We, the undersigned, do hereby severally swear that the foregoing mortgage is made in good faith, for the purpose of securing the debt specified in the conditions thereof, and that the same is a just debt, due and owing from the mortgagor to the mortgagee, and that said mortgage is made without any design to hinder, delay, or defraud creditors of the mortgagor.

Mortgagor.....

By.....

Its.....

MICHIGAN NATIONAL BANK

By.....

Its.....

Subscribed and sworn to before me this.....day of.....19

NOTARY

(Seal of Notary)

Notary Public.....County

State of.....

My Commission expires.....

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

3-1

FAA COPY

AIRCRAFT BILL OF SALE

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

MICROFILM CODE

1C JC

A263173

CONVEYANCE RECORDED
MAR 26 3 43 PM '69
FEDERAL AVIATION ADMINISTRATION

For and in consideration of $ 100 & OVC the undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL	
PIPER	PA-28-235
MANUFACTURER'S SERIAL NUMBER	NATIONALITY AND REGISTRATION MARKS
28-11169	N 9450-W

does this 4th day of March 19 69, 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)

RHODELL AVIATION, INC.
1800 West Deer Valley Road
Phoenix, Arizona 85027

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED

IN FAVOR OF

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

By: [signature]

Title: GENERAL MANAGER - CANYON DIVISION

MAR 25 6996 80010.002B

ACKNOWLEDGMENT

State of ARIZONA

County of MARICOPA

On this 4th day of MARCH 19 69 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires My Commission Expires March 11, 1972

SEAL

[signature]
NOTARY PUBLIC

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

3

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

2-1

FORM ACA-500 (10-23-46) PART C

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

FORM APPROVED
BUDGET BUREAU NO. 41-R889

BILL OF SALE

A 263172

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

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Piper PA-28-235	28-11169	N9150W

CONVEYANCE RECORDED MAR 26 3 43 PM '69 FEDERAL AVIATION ADMINISTRATION

DOES THIS 24th DAY OF February, 1969 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER
Alaska Transportation Company

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

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE

IN FAVOR OF

IN TESTIMONY WHEREOF we HAVE SET our HAND AND SEAL THIS 24th DAY OF February, 1969

SIGNATURE OF SELLER [signature]

TITLE OF SELLER
Schedule-Delivery

SEAL

FOR (Name of corporation, partnership)
Piper Aircraft Corporation

RETAINED BY PURCHASER - USE TYPEWRITER

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Indian River

ON THIS 24th DAY OF February, 1969 BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC [signature]

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

SEAL

READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

A-3319-0(2)+

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82

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1-1

FORM APPROVED: BUDGET BUREAU NO. 04-R076.1

FEDERAL AVIATION AGENCY

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALITY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N 9450W	Piper PA-28-235	28-11169

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).)

Piper Aircraft Corporation

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

P.O. Box 1328

CITY	COUNTY	STATE	ZIP CODE
Vero Beach	Indian River	Florida	32960

PAC

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), is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Agency.

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	Schedule-Delivery	10-17-1968
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

OCT 22 6295 CK 0005.00 RCA

FAA Form 8050-1 (3-66) SUPERSEDES FAA FORM 500-2 0052-628-9000

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 3-8-82