



U.S. Department
of Transportation
Federal Aviation
Administration

UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration – Mike Monroney Aeronautical Center

OMB Control No. 2120-0042
Collection Expires 4/30/2017

Accepted MO Sep/12/2017

AIRCRAFT REGISTRATION APPLICATION

UNITED STATES REGISTRATION NUMBER: N 180MS	TYPE OF REGISTRATION (Check <u>one</u> box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation (Includes LLC's) <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input type="checkbox"/> 8. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner
AIRCRAFT MANUFACTURER AND MODEL: Cessna 180J	
AIRCRAFT SERIAL NUMBER: 18052551	
NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.] 180 Airways LLC	
TELEPHONE NUMBER: (601) 957.1987	
MAILING ADDRESS (Permanent mailing address for first applicant listed above.) NUMBER AND STREET: 854 A Centre St. RURAL ROUTE: _____ P.O. BOX: _____ CITY: Ridgeland STATE: MS ZIP: 39157	
PHYSICAL ADDRESS/LOCATION IF PO BOX OR RURAL ROUTE BOX USED FOR MAILING ADDRESS NUMBER AND STREET: _____ DESCRIPTION OF LOCATION: _____ CITY: _____ STATE: _____ ZIP: _____	
<input type="checkbox"/> 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, Section 1001)	
CERTIFICATION	
I/WE CERTIFY:	
(1) That the above aircraft is owned by the undersigned applicant who either is a citizen (including corporations) of the United States OR meets the aircraft registration citizenship requirements of 14 CFR Part 47 as: (CHECK AND COMPLETE a, b, or c) <input type="checkbox"/> a. A resident alien with alien registration (Form 1-551) No. _____ <input type="checkbox"/> 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 of flight hours are available for inspection at _____ <input type="checkbox"/> c. A corporation using a voting trust to qualify Enter name of trustee _____	
(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 next page if necessary.	
1	SIGNATURE: Sam MARS DATE: 8-25-2017 TYPED/PRINTED NAME: Sam MARS TITLE: Member
2	SIGNATURE: _____ DATE: _____ TYPED/PRINTED NAME: _____ TITLE: _____
3	SIGNATURE: _____ DATE: _____ TYPED/PRINTED NAME: _____ TITLE: _____
NOTE: When carried in the aircraft with an appropriate current airworthiness certificate or a special flight permit, a copy of this completed application provides authority to operate the aircraft in the United States for up to 90 days.	

172410851279
\$5.00 08/29/2017

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2017 AUG 29 A 10:00
OKLAHOMA CITY
OKLAHOMA

4	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:
5	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:
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	TYPED/PRINTED NAME:	TITLE:
9	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:
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	TYPED/PRINTED NAME:	TITLE:
11	SIGNATURE:	DATE:
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12	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:
13	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:
14	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:
15	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:
16	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:
17	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:
18	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:
19	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2017 AUG 29 A 10:00
OKLAHOMA CITY
OKLAHOMA

Aircraft Registration has EXPIRED • N-number Pending Cancellation

U.S. Registration Number	Aircraft Manufacturer and Model	Aircraft Serial No.
N 180MS	CESSNA 180J	18052551

REGISTRATION MAILING ADDRESS

180 AIRWAYS LLC
854A CENTRE ST
RIDGELAND,MS 39157-4515

PHYSICAL LOCATION OF HOME OR OFFICE

N/A

August 1, 2017

Dear Aircraft Owner:

The registration of the aircraft shown above expired on June 30, 2017.

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

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

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

N-NUMBER RESERVATION: If an aircraft registration will not be renewed, its owner may reserve the N-number by sending the Registry the first year's \$10.00 reservation fee with a request to cancel the aircraft's registration and to reserve the N-number in the owner's name. If no request is made within 60 days of the date of this notice, the N-number will be canceled and become unavailable for five years.

AIRCRAFT REGISTRATION: The owner of an unregistered aircraft may apply for registration at any time. Application for registration must be made in accord with 14 CFR Section 47.31(a), which requires an Aircraft Registration Application, AC Form 8050-1, evidence of ownership (unless it is already on file at the Aircraft Registration Branch), and the \$5 registration fee. Please note, if application for registration is made after the aircraft's N-number has been canceled, the aircraft may not use the temporary operation authority provided for in 47.31(c) because the aircraft was not last previously registered in the U.S.

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

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

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

Aircraft Registration website: http://www.faa.gov/licenses_certificates/aircraft_certification/aircraft_registry/

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

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 180MS		SERIAL NUMBER 18052551	
MANUFACTURER CESSNA		MODEL 180J	
DATE OF ISSUANCE 06/17/2011		DATE OF EXPIRATION 06/30/2017	TYPE OF REGISTRATION CORPORATION
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>180 AIRWAYS LLC</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>854A CENTRE ST</u> (Address) _____ City <u>RIDGELAND</u> State <u>MS</u> Zip <u>39157-4515</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
<input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____		TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, COMPLETE, SIGN, DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.	
SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			5/14/2014
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201405141707599038NB)

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

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

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

UNITED STATES
REGISTRATION NUMBER **N180MS**

AIRCRAFT MANUFACTURER & MODEL
CESSNA 180J

AIRCRAFT SERIAL No.
18052551

CERT. ISSUE DATE

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.)

180 AIRWAYS LLC

111381216571
\$5.00 05/18/2011

TELEPHONE NUMBER: **(601) 954-6960**

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

Number and street: **85A-A CENTRE STREET**

Rural Route: P.O. Box:

CITY RIDGELAND	STATE MISSISSIPPI	ZIP CODE 39158
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CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. This portion MUST be completed.

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

CERTIFICATION

I WE CERTIFY:

- (1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.
(For voting trust, give name of trustee: _____), or:
- CHECK ONE AS APPROPRIATE:**
- a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____
- b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____
- (2) That the aircraft is not registered under the laws of any foreign country; and
- (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE ADREN E. BREWER	TITLE MEMBER	DATE 11 MAY 11
	SIGNATURE SAMUEL C. MARS	TITLE Member	DATE 5/11/11
	SIGNATURE MICHAEL D. MARS	TITLE MEMBER	DATE MAY 11, 2011

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 MAY 18 PM 12 28
OKLAHOMA CITY
OKLAHOMA

APP DOC ID #1654 FFR 01/21/2011 RET'D

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

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

UNITED STATES
REGISTRATION NUMBER **N180MS**
AIRCRAFT MANUFACTURER & MODEL
CESSNA 180J
AIRCRAFT SERIAL No.
180-52551

DOES THIS **1ST** DAY OF **JANUARY** 20**11**
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.)

180 AIRWAYS LLC
854-A CENTRE STREET
RIDGELAND, MS 39157

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 20

SELLER

NAME (S) OF SELLER
(TYPED OR PRINTED)

SIGNATURE (S)
(IN INK) (IF EXECUTED
FOR CO-OWNERSHIP, ALL MUST
SIGN.)

TITLE
(TYPED OR PRINTED)

Philly Group Inc

David Mack

PRESIDENT

110211114431

\$5.00 01/21/2011

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

ORIGINAL: TO FAA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 JUN 21 PM 11 39
OKLAHOMA CITY
OKLAHOMA

00 0417
NUMBER CHANGED TO 180MS

DATE 06 SEP 04 1996

35-1

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

Special Registration Number
N 180MS

Present Registration Number
N 52194

Aircraft Make and Model
180J

CESNA

Serial Number
18052551

ICAO AIRCRAFT ADDRESS CODE
FDR N180MS = 50240720

PHILLY GROUP INC
4854 I-55 NORTH
JACKSON MS 39211

Issue Date:
JUNE 22, 1996

This is your authority to change the United States registration number on the above described aircraft to the special registration number shown.

Carry duplicate of this form in the aircraft together with the old registration certificate as interim authority to operate the aircraft pending receipt of revised certificate of registration. Obtain a revised certificate of airworthiness from your nearest Flight Standards District Office.

The latest FAA Form 8130-6, Application For Airworthiness on file is dated:
JANUARY 23, 1975
The airworthiness classification and category:
STD NDRMAL

INSTRUCTIONS:

SIGN AND RETURN THE ORIGINAL of this form to the Civil Aviation Registry, AFS-750, within 5 days after the special registration number is affixed on the aircraft. A revised certificate will then be issued. This authority is valid for 90 days from the issue date.

The authority to use the special number expires:

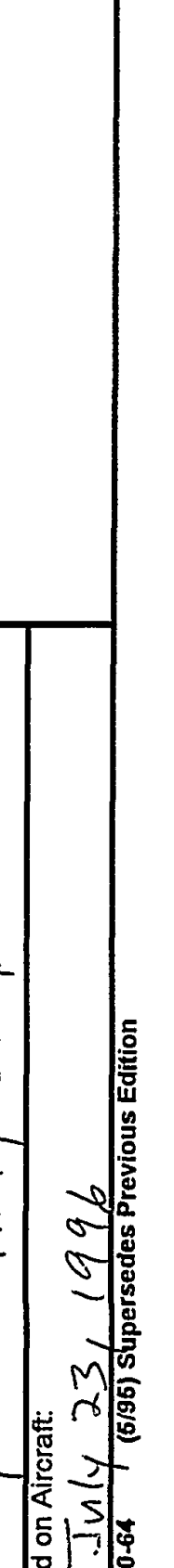
RETURN FORM TO:
Civil Aviation Registry, AFS-750
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

CERTIFICATION: I certify that the special registration number was placed on the aircraft described above.

Signature of Owner: *David MARS* 7-28-96
Title of Owner: *pres. Philly Group inc.*

Date Placed on Aircraft:
July 23, 1996

AC Form 8060-64 (5/96) Supersedes Previous Edition



OGONEK CHANGE
FILED WITH FAA
AIRPORT REGISTRY

AUG 8 9 42 AM '96
OKLAHOMA CITY
OKLAHOMA

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To: FAA A/c Registry 00001318 MAY 6, 1996 34-1
650 S. McARTHUR

THE PHILLY GROUP, INC.

Oklahoma City,
OK 73169

"Since 1984"

Post Office Box 14125
Jackson, Mississippi 39236-4125

180MS
52194

64

4 JUN 22 1996

David Mars
President

DEAR PAULA,

Jimmy Rea
Vice President

Thank you for taking the time to assist me this morning. This is my request

Charles Mars
Secretary-Treasurer

RE: N52194 CESSNA 180 SERIAL NO: 18052551

Joe Goodwin
Director

Sonny Steel
Director

These numbers were all available at noon today

Kenny Rea
Director

I want to change the N# of the above-mentioned Cessna 180 to:

← MIKE-SIERRA

First Choice N180 MS

Second Choice N234 MS

Third Choice N456 MS

961281015582
\$ 10.00 05/07/1996

AS we discussed, I Am Enclosing a prepaid return envl. (Fed EX) in both an effort to expedite my number change and save the govt. postage. Would you use it send me some form of confirmation ASAP that I might be assured of the #? My plane is in the paint shop and I'm going in for surgery next week. Good luck in your recovery.
Sincerely,
DAVID MARS

Encl. 10⁰⁰ ✓

2 10.00 CONVEYANCE
281581012385

OKLAHOMA CITY
OKLAHOMA

96 MAY -7 AIO:16

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

FAA AIRCRAFT REGISTRY
CAMERA NO. / N DATE: 8-7-95

FORM APPROVED
OMB No. 2120-0042

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROE AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			000000000000579
UNITED STATES REGISTRATION NUMBER N 52194		CERT. ISSUE DATE 33-1	
AIRCRAFT MANUFACTURER & MODEL CESSNA (180) 180J SS		JUN 12 1995	
AIRCRAFT SERIAL No. (180 5255)		FOR FAA USE ONLY	
TYPE OF REGISTRATION (Check one box)			
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Gov't. <input type="checkbox"/> 6. Non-Citizen Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) (THE) Philly Group INC			
TELEPHONE NUMBER: (601) 982 2828			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 4854 I-55 North			
Rural Route:		P.O. Box:	
CITY JACKSON	STATE MS	ZIP CODE 39211	
<input type="checkbox"/> 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. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____ b. <input type="checkbox"/> 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 DAVID MAUS	TITLE Pres	DATE 6-6-95
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
51601051556 \$ 5.00 06/09/1995			
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 PRK copy of this application must be carried in the aircraft.			

AC Form 8050-1 (12/90) (0052-00-628-9007) Supersedes Previous Edition
 App FFR 2-8-95 # 1602 Rtd
 Temp Cert T952632
 Issued 6-12-95
 expires 7-12-95

33

2001 3 JUN 22

APL 22 11 22 20

(80 2222)

THE 9111 Group Inc

801 982 100

824 I-22 North

2001

M2

JACKSON

THIS IS THE ONLY REMAINING COPY OF THE ORIGINAL RECORD FOR THIS AIRCRAFT. IT IS THE PROPERTY OF THE FAA AND IS LOANED TO YOU FOR YOUR INFORMATION ONLY. IT IS NOT TO BE REPRODUCED OR DISTRIBUTED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE FAA.

NOTIFICATION

OKLAHOMA CITY
95 JUN 9 PM 1 26
FILED WITH FAA
AIRCRAFT REGISTRY
ADVANCE

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
AIRCRAFT BILL OF SALE

FORM APPROVED
 OMB NO. 2120-0042

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

000077221598
 41267
 32-1

UNITED STATES
 REGISTRATION NUMBER **N 52194**
 AIRCRAFT MANUFACTURER & MODEL **CESSNA 180**

CONVEYANCE
 RECORDED

AIRCRAFT SERIAL No. **18052551**

JUN 12 1 56 PM '95

DOES THIS **30** DAY OF **JUN** 19**95**
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTEREST
 IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION
 ADMINISTRATION
 Do Not Write in This Block
 FOR FAA USE ONLY

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
PURCHASER
 The Philly Group INC.
 PO Box 14125
 JACKSON, Mississippi 39236

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 **30** DAY OF **JUN** 19**95**

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

95091349316
 \$ 5.00 02/08/1995

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

33

AIRCRAFT BILL OF SALE

THIS DOCUMENT IS THE PROPERTY OF THE FEDERAL AVIATION ADMINISTRATION AND IS LOANED TO YOU. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE FEDERAL AVIATION ADMINISTRATION.

REGISTRATION STATE: OKLAHOMA-CITY, OKLAHOMA

REGISTRATION NUMBER: N95327

AIRCRAFT SERIAL NUMBER: 1802527

DATE OF SALE: FEB 8 1995

SELLER'S NAME AND ADDRESS:
The Phillips Group, Inc.
P.O. Box 1422
Jackson, Mississippi 39206

BUYER'S NAME AND ADDRESS:
Mark G. Hoke
The Phillips Group, Inc.
P.O. Box 1422
Jackson, Mississippi 39206

DATE: FEB 8 1995

TIME: 8 PM 34

FILED WITH FAA AIRCRAFT REGISTRY

ORIGINAL TO BE FILED WITH FAA
FILED WITH FAA
AIRCRAFT REGISTRY

031081332
8 2 00

220933491

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

FORM APPROVED
 OMB NO. 2120-0042

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

900 0000 41026600

31-1

UNITED STATES
 REGISTRATION NUMBER **N52194**
 AIRCRAFT MANUFACTURER & MODEL **CESSNA 180**

CONVEYANCE
 RECORDED

AIRCRAFT SERIAL No.
18052551

JUN 12 1 56 PM '95

DOES THIS 12 DAY OF JAN 1994
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION
 ADMINISTRATION

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.)

Hayas, Marko C
4312.45th
Anchorage Ak 99503

DEALER CERTIFICATE NUMBER

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

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

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
		RIVERSIDE COUNTY SHERIFF	<i>Patricia M. Wilson</i> AS SHERIFF Chris Byrd

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

Prop Recd
 ORIGINAL: TO FAA

950391349316
 \$ 5.00 02/08/1995

31

1802221

4315427

Hoyes, Mark C

OKLAHOMA CITY
OKLAHOMA

95 FEB 8 PM 3 44

FILED WITH FAA
AIRCRAFT REGISTRY

CONVEYANCE

2.00 05081232

FORM APPROVED
OMB NO. 2120-0029
EXP. DATE 10/3/84

000000001380

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION		CERT. ISSUE DATE 5042189
UNITED STATES REGISTRATION NUMBER N 52194		
AIRCRAFT MANUFACTURER & MODEL 1975 Cessna 180J		
AIRCRAFT SERIAL No. 180-52551	FOR FAA USE ONLY	

TYPE OF REGISTRATION (Check one box)

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

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

TELEPHONE NUMBER: () - - - - -

ADDRESS (Permanent mailing address for first applicant listed.)
Number and street: _____

Rural Route: _____ P.O. Box: **512**

CITY Riverside	STATE California	ZIP CODE 92502
--------------------------	----------------------------	--------------------------

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
	<i>Dennis Van Fossen</i>	<i>Pilot/mechanic</i>	<i>2/28/89</i>
	<i>Dennis Van Fossen</i>	<i>153 611 88</i>	
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.

*by dup flv 1-30-89 # 72K
6583.500. 1/30/89*

30

8 2 1 0 8

PP 152 H

1001 12252-001

VINDEX A 1001

12252-001

X

California County Sports

215

California

OKLAHOMA CITY

MAR 13 1 23 PM '89

FILED WITH FAA AIRCRAFT REGISTRY CONVEYANCE

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

29-1 FORM APPROVED
 OMB No 2120-0029
 EXP. DATE 10/31/84

AIRCRAFT BILL OF SALE 000001259

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

\$83394

UNITED STATES
 REGISTRATION NUMBER **N 52194**
 AIRCRAFT MANUFACTURER & MODEL
1975 Cessna 180J
 AIRCRAFT SERIAL No. **180-5351**

DOES THIS **19th** DAY OF **4** 19 **88**
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLES, AND INTERESTS
 IN AND TO SUCH AIRCRAFT INTO:

CONVEYANCE
 RECORDING

REC-21-100-1-11-1000
 FOR FAA USE ONLY

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

FEDERAL AVIATION
 ADMINISTRATION

PURCHASER

Riverside County Sheriff
 P.O. Box 512
 Riverside, CA 92502

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS **19** DAY OF **10** 19 **88**

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		North Country Aircraft Sales, Inc.	<i>Paul Mathison</i>
		MAR 13 1 53 PM '89	
		RECORDED & INDEXED	
		0 255 A 03/13/89	

ACKNOWLEDGMENT (NOT REQUIRED FOR FEDERAL 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.)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 / DATE: 5 - 22 - 89

283334

RECEIVED
APR 24 10 38 AM '89

FEDERAL AVIATION
ADMINISTRATION

FOR THE RECORD, THIS COPY OF THIS REGISTRATION CARD IS BEING MAILED TO THE REGISTERED OWNER OF THIS AIRCRAFT AT THE ADDRESS INDICATED ON THIS CARD.

REGISTRATION NUMBER: N 2510A

AIRFIELD: 1307500

DEALER IDENTIFICATION NUMBER:

NAME(S) OF OWNER:
PRESIDENT
OKLAHOMA CITY, OKLAHOMA

MAILING ADDRESS:
MAY 13 1 23 PM '89

AIRCRAFT REGISTRY
FILED WITH FAA

CONVEYANCE
ACKNOWLEDGMENT: THIS REGISTRATION CARD IS BEING MAILED TO THE REGISTERED OWNER OF THIS AIRCRAFT AT THE ADDRESS INDICATED ON THIS CARD.

PURCHASER'S COPY: THIS COPY MUST BE FILED IN THE FAA AIRCRAFT REGISTRY.

FILED WITH FAA
0 382 A 0313188
2:00 REG

OKLAHOMA CITY, OKLAHOMA
MAY 13 1 23 PM '89

APR 24 10 38 AM '89

RECEIVED

283334

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

000001060

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)

North Country Aircraft Sales, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

First National Bank of Proctor
211 Second Street
Proctor, MN 55810

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

U27635

CONVEYANCE
RECORDED

Nov 9 1 04 PM '88

FEDERAL
AVIATION
REGISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER 52194	AIRCRAFT SERIAL NUMBER 18052551	AIRCRAFT MFR. (BUILDER) and MODEL Cessna 180J	SEE RECORDED CONVEYANCE NUMBER <u>T27605</u> FICHE # <u>2</u> PAGE # <u>27-1</u>
ENGINE MFR. and MODEL		ENGINE SERIAL NUMBER(S)	
PROPELLER MFR. and MODEL		PROPELLER SERIAL NUMBER(S)	
THE SECURITY CONVEYANCE DATED <u>12-23-87</u> COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON <u>1-26-88</u> AS CONVEYANCE NUMBER <u>T27605</u> B. Bennett FAA CONVEYANCE EXAMINER			

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

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

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

DATE OF RELEASE: October 24, 1988

First National Bank of Proctor
(Name of security holder)

SIGNATURE (in ink) Charles R. Bennett

TITLE Vice President

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

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

[Faint, mostly illegible text and markings, possibly including aircraft identification numbers and registration details.]

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 12-5-88

[Faint, mostly illegible text and markings, possibly including aircraft identification numbers and registration details.]

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
OCT 27 3 33 PM '88
OKLAHOMA CITY, OKLA.

00000000462

T 27605

27-1

CONVEYANCE
PROCESSED

JAN 25 8 04 AM 288

FEDERAL AVIATION
ADMINISTRATION

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

NAME & ADDRESS OF DEBTOR North Country Aircraft Sales Inc. Old Terminal Bldg Duluth International Airport Duluth, MN 55811
NAME & ADDRESS OF SECURED PARTY/ASSIGNEE First National Bank of Proctor 211 Second Street Proctor, MN 55810
NAME OF SECURED PARTY'S ASSIGNOR

ABOVE SPACE
FOR FAA USE ONLY

Date: December 23, 1987

Complete description of collateral being mortgaged:

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

1975 Cessna 180 J Ser #18052551 N#52194 4190 Aquafloats 3190 Ser # 1101 1102

ENGINES (manufacturer, model, and serial number):

PROPELLERS (manufacturer, model, and serial number):

SPARE PARTS LOCATIONS (air carrier's name, city, and state):

2:06 PM 1528

NCAI

16.00 REC -
0 255 A 01/12/88

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

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

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

Note bearing date of December 23, 1987 executed by the debtor and payable to the order of First National Bank of Proctor in the aggregate sum of \$ 38,671.52 with interest thereon at the rate of 10.75 per centum per annum, from date, payable in installments as follows: The principal and interest of said note is payable in N/A installments of \$ N/A each on the N/A day of each successive month beginning with the N/A day of N/A 19 88. The last payment of \$ 39,696.28 due on the 22nd day of March, 19 88.

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

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

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

AC Form 8150-98 (4-78) (1052-00-038-4001)

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

The Federal Aviation Act of 1958 requires the registration of each United States civil aircraft as a prerequisite to its operation. An aircraft is eligible for registration only: (1) if it is not registered under the laws of any foreign country; and (2) if it is owned by (a) a citizen of the United States; or (b) an individual citizen of a foreign country who has lawfully been admitted for permanent residence in the United States; or (c) a corporation lawfully organized and doing business under the laws of the United States or any State thereof so long as such aircraft is based and primarily used in the United States; or (d) a governmental unit. Operation of an aircraft that is not registered may subject the operator to a civil penalty.

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

The following routine uses are made of the information gathered:
(1) To determine that aircraft are registered in accordance with the provisions of the Federal Aviation Act of 1958.
(2) To support investigative efforts of investigation and law enforcement agencies of Federal, State and foreign governments.
(3) To provide a source of legal documents used by individuals and title search companies to determine the legal ownership of an aircraft.

terms thereof and shall keep and perform all and singular the terms, covenants, and agreements in this security agreement, then this security agreement shall be null and void.

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

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

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

In witness whereof, the debtor has hereunto set his hand and seal on the day and year first above written.

ACKNOWLEDGMENT: (If required by applicable local law) NAME OF DEBTOR North Country Aircraft Sales, Inc SIGNATURE(S) (IN INK) [Signature] (If executed for co-ownership, all must sign) TITLE President (If signed for a corporation, partnership, owner, or agent)

ASSIGNMENT BY SECURED PARTY

For value received, the undersigned secured party does hereby sell, assign, and transfer all his right, title, and interest in and to the foregoing note and security agreement and the aircraft covered thereby unto the assignee named on the face of this instrument at the address given, and hereby authorizes the said assignee to do every act and thing necessary to collect and discharge the same. The undersigned secured party warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned secured party warrants that he is the owner of a valid security interest in the said aircraft. (A Guaranty Clause or any other provisions which the parties are desirous of making a part of this assignment should be included in the following space.)

Dated this 23 day of DEC, 1987

ACKNOWLEDGMENT: (If required by applicable local law) NAME OF SECURED PARTY (ASSIGNOR) First National Bank of Proctor SIGNATURE(S) (IN INK) [Signature] (If executed for co-ownership, all must sign) TITLE President (If signed for a corporation, partnership, owner, or agent)

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

SEND, WITH APPROPRIATE FEE, TO: FAA AIRCRAFT REGISTRY P. O. BOX 25504 Oklahoma City, Oklahoma 73125

AC Form 8650 (Rev. 4-78) (14552-10) (296-4001)

U.S. GPO: 1981-775-404/61

PLEASE REMOVE THIS PORTION AT PERFORATION BEFORE SUBMITTING TO FAA.

- (4) To provide aircraft owners and operators information about potential mechanical defects or unsafe conditions of their aircraft in the form of airworthiness directives.
(5) To provide supporting information in court cases concerning liability of individuals in law suits.
(6) To serve as a data source for management information for production of summary descriptive statistics and analytical studies in support of agency functions for which the records are collected and maintained.
(7) To respond to general requests from the aviation community or the public for statistical information under the Freedom of Information Act or to locate specific individuals or specific aircraft for accident investigation, violation, or other safety related requirements.
(8) To provide data for the automated aircraft registration master file.
(9) To provide documents for microfiche backup record.
(10) To provide data for development of the aircraft registration statistical system.
(11) To prepare an aircraft register in magnetic tape and publication form required by the International Civil Aviation Organization (ICAO) agreement containing information on aircraft by registration number, type of aircraft, and name and address of owners used for internal FAA safety program purposes.
(12) The aircraft records maintained by the FAA Aircraft Registry are public records and are open for inspection in Room 123 of the Aviation Records Building, Mike Monroney Aeronautical Center, 8500 South MacArthur, Oklahoma City, Oklahoma 73125. Individuals interested in such information may make a personal search of the records or may avail themselves of the services of a company or an attorney.

26-1

MEMORANDUM TO THE FILE

T JAN 26 '88
ID AND DATE

AIRCRAFT N 52194

DOCUMENT RETURNED T JAN 26 '88 (date)

Date received: 1-13-88

MICRO # : 460 + 461

Reason returned: Copy of application + bill of sale (Doc J49086)
already on file R1 page 24-1 + 22-1

DUPLICATE CERTIFICATE ISSUED _____ (date)

REVISED CERTIFICATE ISSUED _____ (date)

Address changed to:

Street: _____

City: _____

State: _____ Zip: _____

AIRCRAFT DESCRIPTION CHANGE:

N-number: _____

Serial number: _____

Make: _____

Model: _____ (MMC: _____)

Reason: N-number change FAA 8130-6

Other: _____

[Faint, illegible handwritten text on a grid background]

25-1

T 27604

DEPARTMENT OF TRANSPORTATION
 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

North Country Aircraft Sales Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

*Pioneer National Bank of Duluth
 331 North Central Ave
 Duluth Mn 55807*

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE

JAN 20 8 00 AM '88

FEDERAL AVIATION
 ADMINISTRATION

SEE RECORDED
 CONVEYANCE

NUMBER J49087

FICHE # 1 PAGE # 23-1

Do Not Write In This Block
 FOR FAA USE ONLY

FAA REGISTRATION NUMBER <u>52194</u>	AIRCRAFT SERIAL NUMBER <u>18052551</u>	AIRCRAFT MFR. (BUILDER) and MODEL <u>Cessna 180J</u>
---	---	---

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 6-17-87 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 7-27-87 AS CONVEYANCE NUMBER J49087

FAA CONVEYANCE EXAMINER

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

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

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

DATE OF RELEASE: December 24 1987

Pioneer National Bank
 (Name of security holder)

SIGNATURE (in ink) [Signature]

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).)

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

REGISTERED TO
OWNER'S NAME

ADDRESS

CITY AND STATE

ZIP CODE

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JAN 13 3 51 PM '88
OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB No. 2120-0042

24-1

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION WASHINGTON, D.C. 20515
AIRCRAFT REGISTRATION APPLICATION

UNITED STATES
REGISTRATION NUMBER **N 52194000000**

AIRCRAFT MANUFACTURER & MODEL
1975 Cessna 180J

AIRCRAFT SERIAL No.
18052551

CERT. ISSUE DATE

AA OCT 27 1987
FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)
 1. Individual 2. Partnership 3. Corporation 4. Co-owner 5. Gov't. 6. Non-citizen Corporation

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

TELEPHONE NUMBER: **(218) 723-4012**

ADDRESS (Permanent mailing address for first applicant listed.)
Number and street: **Hangar One Duluth International Airport**

Rural Route: _____ STATE: _____ P.O. Box: _____ ZIP CODE: _____
CITY: **Duluth** STATE: **Minnesota** ZIP CODE: **55811**

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
ATTENTION! Read the following statement before signing this application. This portion MUST be completed.
 A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

- a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____
- b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____
- (2) That the aircraft is not registered under the laws of any foreign country; and
- (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>Paul Mathison</i>	TITLE President	DATE 9-28-87
	SIGNATURE	TITLE	DATE
	SIGNATURE	12:57 PM 0084	0 255 5.00 REG DATE 10/01/87

NOTE: Fending 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.

72

74

[The following text is mirrored and appears to be bleed-through from the reverse side of the page. It is oriented upside down relative to the page's header.]

FILED WITH ENTRY
OCT 1 3 45 PM '67
OAKLAND CITY
AIRCRAFT REGISTRY

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

J 4 9 0 8 7

23-1

NAME & ADDRESS OF DEBTOR North Country Aircraft Sales, Inc Old Terminal Building, Duluth International Airport Duluth, MN 55811
NAME & ADDRESS OF SECURED PARTY/ASSIGNEE The Pioneer National Bank of Duluth 331 North Central Avenue Duluth, MN 55807
NAME OF SECURED PARTY'S ASSIGNOR

CONVEYANCE
RECORDED

JUL 27 2:24 PM '87

FEDERAL AVIATION
ADMINISTRATION

ABOVE SPACE
FOR FAA USE ONLY

Date: June 17, 1987

Complete description of collateral being mortgaged:

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

1975 Cessna 180J N# 52194 SN# 18052551 with 1979 Aqua 3190 Floats

ENGINES (manufacturer, model, and serial number):

PROPELLERS (manufacturer, model, and serial number):

SPARE PARTS LOCATIONS (air carrier's name, city, and state):

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

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

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

Note bearing date of June 17, 1987, executed by the debtor and payable to the order of The Pioneer National Bank of Duluth in the aggregate sum of \$ 37,000.00 with interest thereon at the rate of 10.25 per centum per annum, from date, payable in installments as follows: The principal and interest of said note is payable in n/a installments of \$ n/a each on the n/a day of each successive month beginning with the n/a day of n/a 19. The last payment of \$ 37,935.14 due on the 15th day of September, 19 87.

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

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

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

8:21 PM 7194

0 255

5.00 REC
A-06/29/87

AC Form 8050-98 (4-80) (0032-00-006-4001)

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

The Federal Aviation Act of 1958 requires the registration of each United States civil aircraft as a prerequisite to its operation. An aircraft is eligible for registration only: (1) if it is not registered under the laws of any foreign country; and (2) if it is owned by (a) a citizen of the United States; or (b) an individual citizen of a foreign country who has lawfully been admitted for permanent residence in the United States; or (c) a corporation lawfully organized and doing business under the laws of the United States or any State thereof so long as such aircraft is based and primarily used in the United States; or (d) a governmental unit. Operation of an aircraft that is not registered may subject the operator to a civil penalty.

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

The following routine uses are made of the information gathered:

- (1) To determine that aircraft are registered in accordance with the provisions of the Federal Aviation Act of 1958.
- (2) To support investigative efforts of investigation and law enforcement agencies of Federal, State and foreign governments.
- (3) To serve as a repository of legal documents used by individuals and title search companies to determine the legal ownership of an aircraft.

dup orig rtd to Bank

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

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

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

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

In witness whereof, the debtor has hereunto set his hand and seal on the day and year first above written.

ACKNOWLEDGMENT: (if required by applicable local law) NAME OF DEBTOR North Country Aircraft Sales, Inc.
SIGNATURE(S) (IN INK) [Signature] (If executed for co-ownership, all must sign)
TITLE President (If signed for a corporation, partnership, owner, or agent)

ASSIGNMENT BY SECURED PARTY

For value received, the undersigned secured party does hereby sell, assign, and transfer all his right, title, and interest in and to the foregoing note and security agreement and the aircraft covered thereby, unto the assignee named on the face of this instrument at the address given, and hereby authorizes the said assignee to do every act and thing necessary to collect and discharge the same. The undersigned secured party warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned secured party warrants that he is the owner of a valid security interest in the said aircraft. (A Guaranty Clause or any other provisions which the parties are desirous of making a part of this assignment should be included in the following space.)

Dated this 17th day of June, 19 87

ACKNOWLEDGMENT: (if required by applicable local law) NAME OF SECURED PARTY (ASSIGNEE) The Pioneer National Bank of Duluth
SIGNATURE(S) (IN INK) [Signature] (If executed for co-ownership, all must sign)
TITLE Assistant Vice President (If signed for a corporation, partnership, owner, or agent)

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

SEND, WITH APPROPRIATE FEE, TO: FAA AIRCRAFT REGISTRY
P. O. BOX 25504
Oklahoma City, Oklahoma 73125

AC Form 8050-96 (4-80) (0032-00-000-4011)

* U.S. GPO: 1981 - 775-404/61

PLEASE REMOVE THIS PORTION AT PERFORATION BEFORE SUBMITTING TO FAA.

- (4) To provide aircraft owners and operators information about potential mechanical defects or unsafe conditions of their aircraft in the form of airworthiness directives.
- (5) To provide supporting information in court cases concerning liability of individuals in law suits.
- (6) To serve as a data source for management information for production of summary descriptive statistics and analytical studies in support of agency functions for which the records are collected and maintained.
- (7) To respond to general requests from the aviation community or the public for statistical information under the Freedom of Information Act or to locate specific individuals or specific aircraft for accident investigation, violation, or other safety related requirements.
- (8) To provide data for the automated aircraft registration master file.
- (9) To provide documents for microfiche backup records.
- (10) To provide data for development of the aircraft registration statistical system.
- (11) To prepare an aircraft register in magnetic tape and publication form required by the International Civil Aviation Organization (ICAO) agreement containing information on aircraft by registration number, type of aircraft, and name and address of owner used for internal FAA safety program purposes.
- (12) The aircraft records maintained by the FAA Aircraft Registry are public records and are open for inspection in Room 123 of the Aviation Records Building, Mike Monroney Aeronautical Center, 6500 South MacArthur, Oklahoma City, Oklahoma 73125. Individuals interested in such information may make a personal search of the records or may avail themselves of the services of a company or an attorney.

OKLAHOMA CITY
JUN 29 9 27 AM '87
FAA AIRCRAFT REGISTRY
FREE WITH FAA CONVEYANCE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

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

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$2,000 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 52194**
AIRCRAFT MANUFACTURER & MODEL
1975 Cessna 180J
AIRCRAFT SERIAL No.
18052551

00000000000000151
49086
22-1

CONVEYANCE
RECORDED

JUL 27 2 24 PM '87

DOES THIS 17th DAY OF JUNE 19 87
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
FEDERAL AVIATION
ADMINISTRATION

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

PURCHASER
North Country Aircraft Sales, Inc.
Hangar One
Duluth International Airport
Duluth, MN 55811

DEALER

DEALER CERTIFICATE NUMBER

AND TO my 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 17 DAY OF 6 19 87

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Charles E. Whitehead dba Whitehead Insurance Agency	<i>Charles E. Whitehead</i>

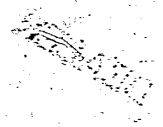
ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

22

8 1/2 x 11 1/2 in.

1/2 in. x 1/2 in.



EXCHANGE
FILED WITH FAA
AIRCRAFT REGISTRY
JUN 29 9 27 AM '81
OKLAHOMA CITY
OKLAHOMA

DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION
TRIENNIAL AIRCRAFT REGISTRATION REPORT

21-1

REV

2A121985

AIRCRAFT REGISTRATION NUMBER N 52194		SERIAL NUMBER 18052551		FAA CODE 2072622		ISSUANCE DATE AUGUST 17, 1985	
MAKE CESSNA				MODEL 180J			
NAME AND ADDRESS OF CERTIFICATE HOLDER WHITEHEAD CHARLES E DBA WHITEHEAD INSURANCE AGENCY 1337 S GRAND SPOKANE, WA 99202				GUIDELINES FOR REPORT COMPLETION: Complete ONLY if information is incorrect. Signature requirements: -Individual owner must sign. -Partnership, a general partner must sign. -Corporation, a corporate officer or managing official must sign- -Co-owner, each co-owner must sign, continuing as necessary on an attached sheet- -Government, any authorized person may sign.			
CANCELLATION OF REGISTRATION REQUESTED: (check applicable block, sign, and date) <input type="checkbox"/> 1. Aircraft sold to: (Purchaser's name and address) _____ _____ <input type="checkbox"/> 2. Aircraft destroyed/scrapped <input type="checkbox"/> 3. Aircraft exported to _____ <input type="checkbox"/> 4. Other, specify _____ I (we) request cancellation of registration for the above reason.				ADDRESS CHANGE REQUESTED W 312 32 ND STREET Spokane CITY Washington STATE ZIP 99203 COUNTRY USA			
SIGNATURE		TITLE OWNER		SIGNATURE Charles Whitehead		TITLE OWNER	
		DATE				DATE 11-15-85	

FAA AIRCRAFT REGISTRY
CAMERA NO. 34 DATE: 1-8-86

POSTAGE AND FEES PAID
FEDERAL AVIATION ADMINISTRATION
DOT-515

21



FIRST CLASS MAIL

TO: FAA Aircraft Registry, AAC 250
Mike Monroney Aeronautical Center
P.O. Box 25504
Oklahoma City, Oklahoma 73125

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

UNITED STATES
REGISTRATION NUMBER **N 52194 000001616**
AIRCRAFT MANUFACTURER & MODEL
CESNA 180
AIRCRAFT SERIAL No.
180452551

CERT. ISSUE DATE
7 080982
FOR FAA USE ONLY

20-3

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.)
WHITEHEAD CHARLES E DBA
WHITEHEAD INSURANCE AGENCY

ADDRESS (Permanent mailing address for first applicant listed.)
Number and street: **1337 S. GRAND**
Rural Route: _____ P. O. Box: _____

CITY	STATE	ZIP CODE
SPOKANE	WA	99202

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 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	SIGNATURE <i>Charles Whitehead</i>	TITLE OWNER	DATE 7-23-80
	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.

20-2

01010000

OKLAHOMA CITY, OKLA.
Aug 15 1 45 PM '80
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

20-1

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION		CERT. ISSUE DATE 07-16
UNITED STATES REGISTRATION NUMBER N 5209A 0000		
AIRCRAFT MANUFACTURER & MODEL Cessna 180J		
AIRCRAFT SERIAL No. 180-52551		FOR FAA USE ONLY.
TYPE OF REGISTRATION (Check one box) <input checked="" type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.		
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Charles E. Whitehead 1337 S		
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 1337 So. Grand Rural Route: _____ P. O. Box: _____		
CITY	STATE	ZIP CODE
SPOKANE	Washington	99202
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS		
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).		
CERTIFICATION WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act 1958; (2) is not registered under the laws of any foreign country; and, (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.		
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.		
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>Charles Whitehead</i>	TITLE <i>Owner</i>
	SIGNATURE	TITLE
	SIGNATURE	TITLE
		DATE 11-16-81
		DATE
		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.		

20

Faded grid area containing illegible text and markings.

18-01-177

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$10,000
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 52194**
AIRCRAFT MANUFACTURER & MODEL
CESSNA 180
AIRCRAFT SERIAL No.
180-52551

DOES THIS **23rd** DAY OF **JULY** 19 **80**
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

FORM APPROVED:
OAS NO. 86-0027
19-1
18601
AUG 9 9 08 52 AM '82
WARRANTANCE
RECORDED

Do Not Write In This Block
FOR FAA USE ONLY

NAME AND ADDRESS
(IF INDIVIDUAL, LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
Charles E. Whitehead, Jr.
WHITEHEAD INSURANCE AGENCY
1337 S. GRAND
SPOKANE, WA 99202

PURCHASER

Charles E. Whitehead

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 **23** DAY OF **JULY** 19 **80**.

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

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)
6663 255 1 08/20/80
Sup for 12-2-81 # 715
Buy for 2-4-82 # 8
Buy for 3-25-82 # 9
ORIGINAL: TO FAA **8-26-80 Re-Sent 6-7-82**

7-12-85

19

FAA AIRCRAFT REGISTRY
Oklahoma City, Oklahoma

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AUG 13 1 45 PM '80

OKLAHOMA CITY, OKLA.

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY

JUN 11 1 25 PM '82

OKLAHOMA CITY,
OKLAHOMA

000000401

18-1

DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
 NOT REQUIRED

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Pendleton Aeronautics, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
*Oregon Bank
 Box 40
 Pendleton, Oregon 97801*

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

FEDERAL AVIATION
 ADMINISTRATION

SEP 26 9 37 AM '80

CONVEYANCE
 RECORDED

702189



Do Not Write In This Block
 FOR FAA USE ONLY

FAA REGISTRATION NUMBER <i>52194</i>	AIRCRAFT SERIAL NUMBER <i>18052551</i>	AIRCRAFT MFR. (BUILDER) and MODEL <i>Cessna 180J</i>
ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)	
PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)	

THE SECURITY CONVEYANCE DATED *4-24-80* COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON *6-9-80* AS CONVEYANCE NUMBER *X077474* *T. Schum*
 FAA CONVEYANCE EXAMINER

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

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

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

DATE OF RELEASE: *August 19, 1980*

The Oregon Bank, Pendleton Branch
 (Name of security holder)
 SIGNATURE (in ink) *[Signature]*
 TITLE _____

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

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

105182

COMMUNICATIONS
SECTION

SEP 4 3 35 PM '80

FILED
MIRCEA

OKLAHOMA
SEP 4 3 35 PM '80
FILED
MIRCEA

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

Remove this stub before reproduction

Form FAA-905 (1-60)

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 24 day of April, 19 80 by and between Pendleton Firmotive, Inc.

whose address is (Number, street, city, zone, and State) P O Box 623, Pendleton OR 97801

hereinafter called the MORTGAGOR, and Oregon Bank

whose address is (Number, street, city, zone, and State) 157 S Main, P O Box 40, Pendleton OR 97801

hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Twenty five thousand and 7/100----- dollars (\$25,000.00----) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model Cessna 180 FAA registration number N52194

Manufacturer's serial number 180-52551

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

300 Nav Com 360 Channel
Float Plane Kit

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

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

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

Note bearing date of April 24 19 80 executed by the mortgagor and payable to the order of Oregon Bank
Pendleton Branch, Pendleton OR in the aggregate principal sum of \$ 25,000.00 with interest thereon at the
rate of 22.0 per centum per annum, from date, payable in installments as follows:

~~The first payment of \$5,000.00 is payable on~~ ~~installments of \$~~ ~~each on the~~ ~~day~~
~~of each successive month beginning with the~~ ~~day of~~ ~~19~~

The full payment of \$25,000.00+int is due on the 30th day of June 1980

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

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

NONE

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

The mortgagor will at all times maintain current, valid aircraft Hull Insurance, a copy of which, plus a Breach of Warranty Endorsement showing the mortgagee as loss payee, will be given to the mortgagee.

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

Orig. int PAO 5402 5.00 Rev 5/24/80

FEDERAL AVIATION
ADMINISTRATION
JUN 3 3 23 PM '80
CONVEYANCE
RECORDED

X 0 7 7 4 7 4

SEE RECORDED
CONVEYANCE
NUMBER T62189



7-2

FAA
CAMERA NO. 5
DATE: 7-12-85

OKLAHOMA CITY
OKLAHOMA
MAY 8 10 16 AM '81

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

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

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

IN WITNESS WHEREOF, the mortgagor has hereunto set

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

Name of mortgagor PENULTICON AIRMOTIVE, INC

Signature(s) (in ink) Michael C. Stratton
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

State of Oregon
County of Umatilla
(SEAL)

On this 24th day of April, 1980, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires December 1, 1981

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

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____
County of _____
(SEAL)

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

My commission expires _____

(Signature of notary public (in ink))

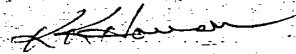
SEE REVERSE

FILED
AIRCRAFT REGISTRY

MAY 28 10 16 AM '80

I hereby certify that I have compared this copy with the original documents and find it to be a true copy.

OKLAHOMA



K. K. Houser, Assistant Vice President, Manager
OREGON BANK, FENDLETON BRANCH

0 0 0 0 0 0 2 9 1

16-1

RELEASE OF SECURITY INTEREST OR MORTGAGE

Undersigned is the true and lawful holder of an Aircraft Security Agreement, Aircraft Chattel Mortgage or other evidence of indebtedness ("Agreement") secured by a security interest or mortgage on the following described aircraft:

AIRCRAFT MAKE Cesena	FAA NUMBER 52194	MODEL NUMBER 180J	SERIAL NUMBER 18C-52551
ENGINE MAKE	ENGINE MODEL NO.	ENGINE SERIAL NUMBERS	

The Agreement dated May 19, 1978 was executed by Pendleton Airmotive, Inc. to Commercial Credit Equipment Corp. and assigned to _____, (Assignee).

This Agreement was recorded by the Federal Aviation Agency on 6-7-78 and was assigned document number B28697

Undersigned hereby certifies and acknowledges that the above-described Agreement has been terminated on April 24, 1980, and that the above-described aircraft is no longer subject to the security interest or mortgage interest therein.

COMMERCIAL CREDIT EQUIPMENT CORP.
12713 N.E. Whitaker Way - Portland, OR
By: _____ Title
Assistant Regional Manager

TERMINATION OF LEASE

Undersigned is the owner, and Lessor (or assignee of Lessor) under an Aircraft Lease, of the following described aircraft:

AIRCRAFT MAKE	FAA NUMBER	MODEL NUMBER	SERIAL NUMBER
ENGINE MAKE	ENGINE MODEL NO.	ENGINE SERIAL NUMBERS	

The Aircraft Lease date: _____, was executed by _____ (Lessee), to _____ (Lessor), and assigned to _____

This Aircraft Lease was recorded by the Federal Aviation Agency on _____ and was assigned document number _____

Undersigned hereby certifies and acknowledges that the above described Aircraft Lease has been terminated on _____, 19____, and that the above described aircraft is no longer subject to the terms and provisions thereof.

COMMERCIAL CREDIT EQUIPMENT CORP.

By: _____ Title

X077473

CONVEYANCE RECEIVED
JUN 8 3 23 PM '80
FEDERAL AVIATION ADMINISTRATION

Sup net

FAA AIRCRAFT REGISTRY
COMMERCIAL AIRCRAFT REGISTRATION
SECTION

REGISTRATION NUMBER: N12345
TYPE: C-172
SERIAL NUMBER: 12345
REGISTERED TO: JOHN D. SMITH
ADDRESS: 123 MAIN ST, ANYTOWN, OK 73101
EFFECTIVE DATE: 01/01/80

CONVERTED
FILED WITH
AIRCRAFT REGISTRY
MAY 8 10 16 AM '85
OKLAHOMA CITY
OKLAHOMA

COMMERCIAL CREDIT EQUIPMENT CORP. 0000858
AIRCRAFT SECURITY AGREEMENT

IT HEREBY IS AGREED, this 19th day of MAY 1978 by and between Pendleton Automotive, Inc.
herein called "Customer," of Oregon P. O. Box 623 Pendleton, Oregon 97801
(State of Incorporation - Address, City & State)
herein called "Commercial Credit" of 12713 N.E. Whitaker Way Portland, Oregon 97230 follows:

1. Concurrently herewith, Commercial Credit has lent Customer and Customer hereby acknowledges receipt of Twenty-four thousand seven hundred seventy & no/100 Dollars (24,770.00) including disbursements made on Customer's behalf. Customer promises to pay to the order of Commercial Credit, at its office set forth above, the "Indebtedness" (Item 4 below) of thirty-two thousand six hundred eighty-one & 49/100 Dollars (\$32,681.40), in Sixty (60) equal consecutive monthly installments of Five hundred forty-four and 69/100 Dollars (544.69) each, the first of which shall be paid on JUNE 15 1978, the succeeding installments to be paid on the same day of each succeeding month thereafter, and the final payment of the remaining principal and interest thereon due and payable on MAY 15 1983. Interest shall be due on each installment after maturity at the highest legal contract rate until paid. Or the Indebtedness shall be payable in installments as follows:

SEE RECORDED
CONVEYANCE
NUMBER X077473

2. As security for the payment by Customer of the Indebtedness and all other indebtedness now or hereafter owing by Customer to Commercial Credit, and the performance by Customer of the covenants, warranties and agreements contained herein, and any other agreements between Commercial Credit and Customer, Customer hereby grants, sells, assigns, conveys, warrants, mortgages and confirms to Commercial Credit and gives and agrees that Commercial Credit does and shall have a security interest under the Uniform Commercial Code in the following described aircraft, together with all equipment and accessories now or hereafter used in connection therewith, and any substitutions or replacements thereof, all herein collectively called "Aircraft."

YEAR MANUFACTURED	MANUFACTURER OF AIRCRAFT		MODEL NO.	SERIAL NO.
1975	Cessna		180J	180-52551
MANUFACTURER OF ENGINE(S)		ENGINE MODEL NO.	ENGINE SERIAL NO(S).	FAA NO.
				52194
DESCRIBE EXTRA EQUIPMENT		Nav Com Com 300 Float Plane Kit		

1. Total Amount Advanced	24,750.00
2. Official Fees	20.00
3. Interest Charge	7,911.40
4. Indebtedness	32,681.40

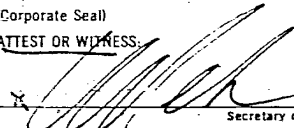
- Customer may sell Aircraft in the regular course of its business for not less than the unpaid balance of the Indebtedness, less unearned interest charges; and upon any such sale, Customer shall forthwith account for and deliver the proceeds thereof to Commercial Credit for application upon the Indebtedness or upon any indebtedness due from Customer to Commercial Credit. Until such accounting and delivery, Customer shall hold the proceeds in trust for Commercial Credit separate and apart from Customer's own funds, and agrees that the security interest of Commercial Credit shall extend to the proceeds of such sale.
- Customer warrants and covenants that (i) Aircraft is in air-worthy condition, (ii) Aircraft is free from all liens, covenances and levies, (iii) Customer is the absolute owner of Aircraft with full power to grant a security interest therein, and (iv) Customer will promptly pay the Indebtedness aforesaid with interest thereon as aforesaid and will perform all of the terms and conditions hereof.
- Aircraft will be used at all times for business or commercial purposes and in accordance with the laws, rules, regulations and ordinances of the United States, the several states and municipalities thereof, and any other sovereign jurisdictions in which Aircraft may be used; Aircraft will be used only for the purposes and in the manner set forth in the insurance covering said Aircraft; Aircraft will be operated at all times by a currently certified pilot having the minimum total pilot hours required by such insurance; and Aircraft will at all times be maintained in an air-worthy condition necessary for Aircraft licenses under the laws, ordinances, rules and regulations of the United States, the several states and municipalities thereof, and any other sovereign jurisdictions in which Aircraft shall be at any time operated.
- The home airport of the Aircraft shall be as identified in paragraph 2 hereof. Said home airport will not be changed nor will Aircraft be removed from the Continental United States for a period exceeding 30 days without the prior written consent of Commercial Credit.
- Customer will not use or permit Aircraft to be used contrary to any laws, relating to intoxicating liquors, narcotics, or similar products, and shall conform with all laws governing Aircraft.

8. Aircraft will be kept in good repair and Customer will not permit the same to be damaged or injured and will not sell, assign or dispose of Aircraft or any interest therein, or any part thereof, including any equipment or accessories, other than as provided for in paragraph 3 hereof, Aircraft will not be leased or rented except with the prior written consent of Commercial Credit; and Customer will not suffer or permit any lien, encumbrance or charge of any character whatsoever upon or against Aircraft except this Security Agreement, and will pay or cause to be paid all taxes that may be levied against the Aircraft.
9. Customer will obtain at its own expense and keep in force, so long as any indebtedness is owing hereunder, such insurance on the Aircraft and such other insurance as Commercial Credit may require, written by a company or companies, and insuring against such hazards and in such amounts and in form as are acceptable to Commercial Credit, and such policy or policies with premium receipts therefor shall be delivered to Commercial Credit, and the policy or policies shall, by endorsement acceptable to Commercial Credit, provide that losses thereunder shall be payable to Commercial Credit as its interest may appear, and Customer hereby assigns to Commercial Credit; the proceeds of all such insurance (including any interest in the premium) to the extent of the indebtedness secured hereby, directs the insurer to make payments of any losses or refunds directly to Commercial Credit, and appoints Commercial Credit as Attorney-in-Fact to endorse any draft, check or other form of payment made by the insurer.
10. If Customer fails to keep Aircraft free and clear of all encumbrances, liens and charges, except as herein provided, or to pay tax or public charges thereon, or to keep the same in good order or repair, or fully insured as herein required, then Commercial Credit, at its discretion, may discharge such encumbrances, liens or charges, or pay such taxes or other public charges, or have and maintain such insurance or make such repairs as it may deem advisable. All sums of money thus expended, and all other monies paid by Commercial Credit to protect its interest in the Aircraft shall be repayable by Customer to Commercial Credit on demand, and if not so repaid, shall be added to the Indebtedness, bear interest, and be secured in like manner as the Indebtedness.
11. No transfer, renewal, extension or assignment of this Agreement or any interest thereunder, or loss, damage, injury or destruction of Aircraft shall release Customer from its obligations hereunder.
12. All payments or other monies owing hereunder shall be paid to Customer to Commercial Credit or Commercial Credit's Assignee without recoupment, set-off or counterclaim, either at law or in equity, and any payments otherwise made shall be at the risk of Customer if not received by Commercial Credit or Commercial Credit's Assignee.
13. Customer will at all times be liable to and indemnify and save harmless Commercial Credit from and against any and all claims and liabilities on account of death, bodily injury or property damage occasioned by the use or ownership of Aircraft.
14. At the request of Commercial Credit, Customer will join Commercial Credit in executing any additional documents needed to properly register Aircraft with the FAA.
15. Customer shall be in default under this Agreement upon the happening of any of the following events or conditions:
- a. Default in the payment of or compliance with any term, condition, obligation, covenant or liability contained or referred to herein, or any Note evidencing the same;
 - b. Any warranty, representation or statement made or furnished to Commercial Credit by or on behalf of Customer proves to have been false in any material respect when made or furnished;
 - c. The appointment of a receiver for Customer, or if Customer makes an assignment for benefit of creditors, or, in the event that proceedings under the Bankruptcy Act or any amendment thereof be instituted by or against Customer;
 - d. Loss, theft, damage, destruction, sale or encumbrance to or of Aircraft or the making of any levy, seizure or attachment thereof or thereon;
 - e. Any insurance company cancels, as to Customer, any policy of insurance against any of the hazards required to be insured against;
 - f. Death, dissolution, termination of existence, insolvency, business failure of Customer;
- If Commercial Credit at any time should have reasonable cause to deem itself insecure.
16. In the event of default, the full amount of the Indebtedness then unpaid hereunder shall become immediately due and payable without notice, and Commercial Credit or its agent or any sheriff or other officer of the law may:
- a. Collect the same by suit or otherwise.
 - b. Retake possession of Aircraft with or without process of law, and for this purpose may enter any premises in a lawful manner where Aircraft may be found and remove same, and sell Aircraft either at public or private sale, after giving notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made, and at any such public sale the Seller may purchase Aircraft. Such sale may be conducted with or without having Aircraft at place of sale. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Customer shown at the beginning of this contract, at least five (5) days before the time of sale or disposition. Commercial Credit may apply the proceeds of said sale, after first deducting all reasonable expenses and charges of obtaining possession of Aircraft, or reconditioning the same and of said sale, including reasonable attorney's fees, to the amount unpaid hereunder, and any surplus shall be paid to, and any deficiency shall be paid by the Customer including any reasonable attorney's fees and court costs incurred in the recovery of such deficiency. While repossessing Aircraft, or removing it from a place of repossession to a place of storage and/or sale, Commercial Credit may, if permitted by law, use any of Customer's licenses in respect to Aircraft.
17. Any delay on the part of Commercial Credit in exercising any power, privilege or right hereunder or under any other instrument executed by Customer to Commercial Credit in connection herewith shall not operate as a waiver thereof and no single or partial exercise of any power, privilege or right shall preclude other or further exercise thereof, or the exercise of any other power, privilege or right. The waiver by Commercial Credit of any default by Customer shall not constitute a waiver of any subsequent defaults, but shall be restricted to the default so waived. If any part of this Agreement shall be contrary to any law which Commercial Credit might seek to apply or enforce or should otherwise be defective, the other provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect. All rights, remedies and powers of Commercial Credit hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies and powers given hereunder or in or by any other instruments or any laws now existing or hereafter enacted.
18. Customer shall pay all out-of-pocket expenses and all costs of any nature whatsoever incurred by Commercial Credit in connection with the making of this loan, including, but not limited to, all filing fees and recording costs, stamp taxes and attorney's fees actually incurred.
19. Customer, including any guarantor hereunder, hereby waives presentment, demand, protest, notice of protest, and non-payment or dishonor, notice of the sale of collateral security and all benefit of valuation, appraisalment, and all exemption laws now in force or hereafter passed, including stay of execution and condemnation.
20. This Agreement shall apply and inure to the benefit of and bind the successors and assigns of Customer and Commercial Credit, and the terms "Customer" and "Commercial Credit" include and mean, respectively, the successors and assigns of Customer and Commercial Credit.

IN WITNESS WHEREOF, Customer has caused this Agreement to be duly executed on the day and year first above written.

(Corporate Seal)

ATTEST OR WITNESS:


Secretary or Witness
Accepted at Portland

Pendleton Automotive, Inc.
(Trade, Firm or Corporate Name)
By X [Signature] Sec. Treas.
(Signature of Individual, Partner or Officer) (Title)
Oregon as of the date thereof.
COMMERCIAL CREDIT EQUIPMENT CORP.
By [Signature] Operations Manager
(Title)

CORPORATE CERTIFICATION

Undersigned hereby certifies that he is the duly elected, qualified and acting Secretary of the corporation executing the above Security Agreement with Commercial Credit Equipment Corp. as such officer, he has custody of the corporation's corporate records, including the minutes of the meetings of its Board of Directors; at a _____ meeting of the Board of Directors held on the _____ day of _____ 19_____, a quorum being present and acting throughout, the borrowings and security provided for thereunder, and the execution by the Corporation of the foregoing Security Agreement, which was submitted to the Board of Directors, was approved by said Board of Directors, and the officer executing the above Security Agreement was duly authorized and directed to execute and deliver said Agreement to Commercial Credit Equipment Corp. as this Corporation's valid and binding obligation; and the resolutions so providing are still in effect.

IN WITNESS WHEREOF, Undersigned has hereunto set his hand and affixed the corporate seal of this Corporation on the _____ day of _____ 19_____

(Corporate Seal) X [Signature]
Secretary or Assistant Secretary

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

000000856

CERT. ISSUE DATE 14-1

UNITED STATES
 REGISTRATION NUMBER **N 52194**
 AIRCRAFT MANUFACTURER & MODEL
Cessna 180J
 AIRCRAFT SERIAL No.
18052551

B 060778

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.)

Pendleton Airmotive, Inc.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street:

Rural Route:

P. O. Box: **623**

CITY	STATE	ZIP CODE
Pendleton	Oregon	97801

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 SECTION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	<i>Sec. (Cessna)</i>	5/12/78
	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.

14

0000000000

OKLAHOMA CITY, OKLA

MAY 24 10 00 AM '78

FAA AIRCRAFT REGISTRY
CHANGE FILED WITH

FORM APPROVED:
 OMB NO. 26-80078

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
AIRCRAFT BILL OF SALE

000000035713-1

FOR AND IN CONSIDERATION OF \$ 10 AOC
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT
 DESCRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 52194**
 AIRCRAFT MANUFACTURER & MODEL
Cessna 180 J
 AIRCRAFT SERIAL No.
180-52551

JUN 7 1 21 PM '78
 CONVEYANCE
 RECORDED
B 28696

DOES THIS **3rd** DAY OF **May** 19 **78**
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
 FOR FAA USE ONLY

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

PURCHASER

Pendleton Airmotive, Inc.
P.O. Box 623
Pendleton, OR 97801

DEALER CERTIFICATE NUMBER

AND TO ~~their~~ EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.
 IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS **3** DAY OF **5** 19 **78**

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Ray F. Bade	<i>Ray F. Bade</i>

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

ORIGINAL: TO FAA

[Faint, mostly illegible text and markings on a document page, possibly a registration form or certificate. The text is mirrored and difficult to decipher.]

OKLAHOMA CITY, OKLA

MAY 24 10 00 AM '78

FAA AIRCRAFT REGISTRY

OMB No. 04-R0169 Appro Expires October 1977

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

1975 Cessna 180 J

FAA REGISTRATION NUMBER

N 52194

AIRCRAFT SERIAL NUMBER

18052551

ENGINE MAKE AND MODEL

ENGINE SERIAL NUMBER

PROPELLER MAKE

PROPELLER SERIAL NUMBER(S)

SPARE PARTS AND LOCATION

JUN 7 1 21 PM '78
 FEDERAL AVIATION
 ADMINISTRATION

CONVEYANCE
 RECORDED

B 28695

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE

2E / KE

The conveyance dated 5-6-75, was executed by Ray E. Bade
to Old National Bank
of Washington and assigned to

This conveyance was recorded by the Federal Aviation Administration on 9-8-75
and was assigned conveyance number N 97861

I hereby certify and acknowledge that the above described collateral was released from the terms of
the conveyance on May 3, 1978

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).

Columbia and Third Office
Old National Bank of Washington

(Name of Security Holder)

SIGNATURE (In Ink) *Ray E. Bade*

TITLE Loan Officer

ACKNOWLEDGMENT (If Required By Applicable Local Law)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DATE: N 090875

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



IN REPLY REFER TO: AAC-250: N 52194

SUBJECT: Notice of Recordation of Conveyance

FROM: Chief, Aircraft Registration Branch, AAC-250

TO: Old National Bank of Washington
P.O. Box 12906
Seattle, Wa. 98111

NAME: Ray J. Bade

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

This conveyance dated 5-6-75 was recorded on 9-8-75 as conveyance number N97861 pertaining to 52194

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.

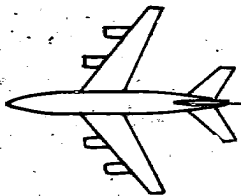
If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

Paul D. Post
PAUL D. POST

OKLAHOMA CITY, OKLA
MAY 24 10 00 AM '78
FAA AIRCRAFT REGISTRY
CONVEYANCE FILED WITH

000000060 11-3



TAS

TECHNICAL AIR SERVICES, INC.

8500 PERIMETER ROAD SO.
BOEING FIELD INTERNATIONAL

SEATTLE, WA 98108
(206) 767-7177

DISCLAIMER

8060778
MAY 11 1978

may 10, 1978

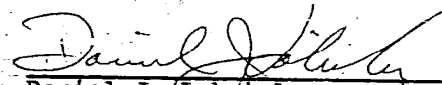
Department of Transportation
Federal Aviation Administration
Aeronautical Center
P. O. Box 25504
Oklahoma City, Oklahoma 73125

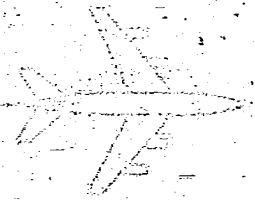
Re: Cessna 180J, S/N 18052551, N52194

To Whom It May Concern:

This will serve as notice that Technical Air Services, Inc., the undersigned, disclaims any rights, titles, lien and interest to aircraft described above. This instrument is made for the express benefit of the owner Ray F. Bade of the aforesaid aircraft.

Date: 10 May 1978


Daniel J. Labriola, President



FAA AIRCRAFT REGISTRY
WASHINGTON, D.C.

FAA AIRCRAFT REGISTRY
WASHINGTON, D.C.

MAY 10 1978

Department of Transportation
Federal Aviation Administration
Aircraft Registry
Washington, D.C. 20515

General Manager, FAA Aircraft Registry

to be used for the purpose of

... will have an impact on the aircraft...
... and the FAA will be...
... and the FAA will be...
... and the FAA will be...

RECEIVED
MAY 15 1978

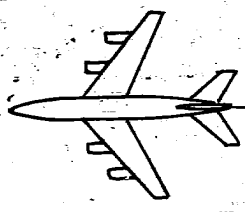
C.C.E.C.
PORTLAND

OKLAHOMA CITY, OKLAHOMA

MAY 24 10 00 AM '78

CHANGING FILED WITH
FAA AIRCRAFT REGISTRY

000000472



TAS

TECHNICAL AIR SERVICES, INC.

8500 PERIMETER ROAD SO.
BOEING FIELD INTERNATIONAL

SEATTLE, WA 98108
(206) 767-7177

NOT RECORDED FOR FAA FILES

17 February, 1978

Aircraft Registry
Federal Aviation Administration
DOT
P.O. Box 25504
Will Rogers Airport
Oklahoma City, Ok. 73125

Gentlemen:

Please record the mechanic's lien, as enclosed, to the Cessna 180J shown for mechanical work accomplished on the same aircraft but not payed for. The aircraft registration is N52194, serial no. 52551, registered to Mr. Ray F. Bade.

Our check for the \$5.00 recording fee is enclosed.

Very truly yours,

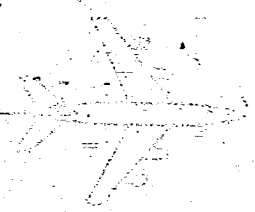
TECHNICAL AIR SERVICES, INC.

Daniel J. Labriola
By Daniel J. Labriola
President

278

By H... on 3-10-78

8-8 261



THE FAA AIRCRAFT REGISTRY

FAA AIRCRAFT REGISTRY

1978
FAA AIRCRAFT REGISTRY
1978

FAA AIRCRAFT REGISTRY

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAR 6 4 01 PM '78
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY

BADE, Ray 71 4 00088 2

10-1



NOTE AND SECURITY AGREEMENT

(MOTOR VEHICLES, EQUIPMENT AND CONSUMER GOODS)

N 9 7 8 5 1

The undersigned Debtor does hereby grant to the Old National Bank of Washington, herein called the Bank, a security interest in the following described property, together with all substitutions, additions and accessions thereto or thereof, to wit:

YEAR, MAKE, SERIES, BODY STYLE NO. CYLS. SERIAL or I.D. NUMBER STATE LICENSE NO.

1975 Cessna Model 180J, Serial# 18052551, N52194

COLUMBIA AND THIRD
RECORDED

For value received, Debtor promises to pay to the order of the Old National Bank of Washington at its Columbia and Third office in Seattle, Washington: TwentySevenThousandFiveHundred Dollars (\$ 27,500.00*****)

plus interest at the rate of .84 per cent per month from date hereof on outstanding balances. Principal and interest shall be payable in monthly instalments as follows:

- A. Successive monthly instalments of 509.47 or more beginning June 15, 1975 or
- B. According to the following schedule of payment:

until this note is paid in full. Should any instalment due hereunder become more than 15 days in arrears, the maker agrees to pay to the holder hereof a late charge in the amount of five per cent of the delinquent instalment. Debtor and every party who signs or endorses this Note and Security Agreement, or becomes liable, either now or hereafter, for the principal of this note, severally waives presentment, demand, protest and notice of non-payment hereof, binds himself hereon as principal, and not a surety, and agrees to remain bound hereon notwithstanding any extension that may be made to any party liable on this Note and Security Agreement.

This security agreement is given to secure the payment of the principal balance and interest due according to the terms of the within promissory note and any and all renewals or extensions thereof. Regardless of any other existing agreement with Bank this indebtedness will not be secured except as herein indicated.

Debtor covenants and agrees with the Bank as follows:

The property described herein is owned by the Debtor free and clear from all security interests, liens, or encumbrances of any kind. Debtor shall keep all the property free from any security interest, lien, or encumbrance of any kind other than the security interest granted herein. Debtor will pay before delinquency all taxes levied or assessed against the property.

Debtor will keep all of the property at the Debtor's address herein set forth. Debtor shall properly house and maintain the property in good condition and repair. Debtor will not permanently remove said property from said address nor permit the property to remain out of the state for more than 30 days without prior written consent of the bank.

Debtor will keep the property insured against loss by fire, theft, collision and such other casualties or risks as the Bank may reasonably require in some responsible insurance company satisfactory to the Bank, with loss payable to the Bank as its interest may appear. Debtor shall deliver all such insurance policies or certificates of insurance to the Bank.

At its option the Bank may discharge taxes, liens, security interests or other encumbrances upon any of the property, may place and pay premiums of insurance on any of the property, may pay any filing or recording fees, and may incur expense for maintenance, repair and preservation of any of the property. All sums so paid by the Bank shall be repayable on demand, shall bear interest at the highest rate allowed by law and shall be secured hereby. The Bank shall not be obliged to exercise any of the rights granted by the paragraph, but may do so or not at its option and the exercise of any of such rights shall not be construed as a waiver of any default of the debtor arising from its breach of any of the covenants herein contained.

Debtor will not sell, lease, rent, or otherwise transfer or dispose of the property or any interest therein and will not use the property in any unlawful manner.

The entire amount of indebtedness secured hereby, notwithstanding any time or credit allowed by any instrument evidencing liability, shall at the option of the Bank become due and payable without notice or demand upon the occurrence of any of the following events of default:

- (a) The failure of the Debtor to pay when due any instalment of principal or interest of any indebtedness secured hereby or the failure of the Debtor to pay or to perform any other obligation, covenant or condition herein contained.
- (b) Any misrepresentation made by the Debtor in any financial statement or credit application given to the Bank as a basis for the extension of credit.
- (c) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Debtor or any guarantor or surety for the Debtor.
- (d) Any loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the property, or the making of any levy, seizure, attachment or execution thereof or thereon.
- (e) Any change in the condition or affairs (financial or otherwise) of the Debtor or any guarantor or surety of the Debtor as in the opinion of the Bank impairs the Bank's security or increases its risk.

In the event of any such default hereunder, the Bank shall have all remedies provided by law and all remedies provided for by this agreement. The Bank may take immediate possession of the property and for this purpose the Bank is authorized by the Debtor to enter upon any premises upon which the property may be situated. Debtor agrees upon demand of the Bank to make the property available to the Bank at a place to be designated by the Bank which is reasonably convenient to both parties. Unless the property is perishable or threatens to decline speedily in value, or is a type customarily sold on a recognized market, the Bank will give the Debtor at least 10 days prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Debtor agrees to pay all expenses, including reasonable attorneys fees, incurred by the Bank in taking, holding, preparing for sale or selling any of the property, expenses of title search and costs of public officials, as well as all attorneys' fees and court costs incurred by the Bank in any suit or action to defend the priority of the Bank's security interest or to enforce any of the Bank's rights or remedies granted herein, all of which expenses, attorneys' fees and costs shall be secured hereby.

In the event the Bank sells or disposes of the property, if the amount realized therefrom is insufficient to pay all sums secured hereby, Debtor agrees to pay any deficiency and the Bank may have judgment therefor.

This security agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by the Bank of any of the terms or conditions hereof shall be effective unless in writing and signed by the Bank. No waiver or indulgence by the Bank as to any required performance by the Debtor shall constitute a waiver as to any subsequent required performance or other obligation of the Debtor hereunder.

Debtor agrees that any notice that the Bank shall give to the Debtor shall be effective if deposited in the mail addressed to the Debtor at its address as shown on this security agreement.

The primary use of said property is Personal use Farming use Business use (Check one).

Signed this 6th day of May 1975.

DEBTOR Ray J. Bade

Address 10829 31st SW

Seattle, WA 98146

BY UCC-15 R12/73

Above Address is Debtor's residence, unless property is for business use then the above address is Debtor's chief place of business.

RECORDED
NUMBER 522 30005 005A

ADMINISTRATION
D.M.P.

JUL 14 1975
522 30005 005A

MICRO

10888 38801

OKLAHOMA CITY, OKLA.

AS.

10888 38801

JUL 17 1 44 PM '85

FAA AIRCRAFT REGISTRY

10888 38801

OKLAHOMA CITY, OKLA.

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

dep. 9-1
N 090875

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

CERT. ISSUE DATE

NATIONALITY AND REGISTRATION MARKS USA-N52194

AIRCRAFT MAKE AND MODEL Cessna 180J

N 090875

AIRCRAFT SERIAL No. 18052551

FOR FAA USE ONLY

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

BADE, Ray F.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 10829 31st S.W.

Rural Route:

P. O. Box:

CHECK HERE
IF ADDRESS
CHANGE

CITY Seattle

STATE WA

ZIP CODE 98146

(No fee required for revised Certificate of Registration)

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE	TITLE	DATE
	<i>Ray F. Bade</i>		08 AUG 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.

9

MICRO

OKLAHOMA CITY, OKLA.
AUG 27 2 38 PM '75
RECORDED WITH
FAA AIRCRAFT REGISTRY

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRCRAFT BILL OF SALE		FORM APPROVED OMB NO. 34-80874	DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY.
FOR AND IN CONSIDERATION OF \$ [] THE UNDERSIGNED OWNER(S) OF THE FULL, LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:		8-1 N 97860	
AIRCRAFT MAKE AND MODEL Cessna 180J		CONVEYANCE RECORDED	
MANUFACTURER'S SERIAL NUMBER 18052551		SEP 8 1 03 PM '75	
NATIONALITY & REGISTRATION MARKS USA-N52194		FEDERAL AVIATION ADMINISTRATION	
DOES THIS 5th DAY OF June 19 75 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:			
PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.) Bade, Ray F. 40829 31st S.W. Seattle, WA 98146		
	AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.		
IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19			
SELLER	NAME (S) OF SELLER (TYPED OR PRINTED) Renton Aviation, Inc.	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.) <i>Charles L. Ralston</i>	TITLE (TYPED OR PRINTED) Secretary
	ADDRESS 4115 5th St S Renton, WA 98057		
	CITY CONVEYANCE LIMITED MAIL		
	ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)		
ORIGINAL: TO FAA			215 123 FAA 7-17-75

0113
 7-17
 528
 4-5-03

7-12-85

8

MICRO

**CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY**

AUG 27 2 38 PM '75

OKLAHOMA CITY, OKLA

RAYSON VALLEY, INC.

10000 STATE ST.
DALLAS, TX 75243

RECEIVED

ORIGINAL TO FAA

OMB No. 04-R0169 Approval Expires October 1977

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 306 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 Cessna 180	
FAA REGISTRATION NUMBER N52194	AIRCRAFT SERIAL NUMBER 180 52551
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

T 6 8 9 0 5

CONVEYANCE
 RECORDED
 AUG 7 11 54 AM '75
 FEDERAL AVIATION
 ADMINISTRATION

Do Not Write In This Block
 FOR FAA USE ONLY

MICROFILM CODE

2E KE

The conveyance dated January 23, 1975, was executed by Renton Aviation, Inc.
 to Cessna Finance Corporation
 and assigned to

x x x x

This conveyance was recorded by the Federal Aviation Administration on February 8, 1975
 and was assigned conveyance number U015007

I hereby certify and acknowledge that the above described collateral was released from the terms of
 the conveyance on JUL 25 1975

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).

Cessna Finance Corporation
(Name of Security Holder)
 SIGNATURE (In Ink) *[Signature]*
 TITLE Assistant Secretary

ACKNOWLEDGMENT (If Required By Applicable Local Law)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AERONAUTICAL CENTER
P.O. BOX 13082
OKLAHOMA CITY, OKLAHOMA 73125



DATE: C FEB 08 1975
IN REPLY REFER TO: AAC-250:N 52194
SUBJECT: Notice of Recordation of Conveyance
FROM: Chief, Aircraft Registration Branch, AAC-250
TO: *Cessna Aircraft Corp.*

MILRO

NAME: *Renton Aviation, Inc.*

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

This conveyance dated *1-23-75* was recorded on *2-8-75* as conveyance number *24-015007* pertaining to *7752194*

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.

Paul D. Yost
PAUL D. YOST

OKLAHOMA CITY, OKLA.
JUL 29 9 29 AM '75
FAA AIRCRAFT REGISTRY
CONVEYANCE FILED WITH

6-1

F 7 8 3 7 2

CONVEYANCE
 RECORDED
 FEB 13 12 45 PM '75
 FEDERAL AVIATION
 ADMINISTRATION

BUDGET BUREAU NO 04-R0189; 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 508 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 Cessna 180J	
FAA REGISTRATION NUMBER N-52194	AIRCRAFT SERIAL NUMBER 180-52551
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

Do Not Write In This Block
 FOR FAA USE ONLY

MICROFILM CODE
 2E KE

The conveyance dated January 23, 1975, was executed by Skyways, Inc.

to _____

Cessna Finance Corporation and assigned to _____

x _____ x _____ x _____

This conveyance was recorded by the Federal Aviation Administration on Unknown

and was assigned conveyance number Unknown

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on FEB 6 1975

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).	<u>Cessna Finance Corporation</u> (Name of Security Holder)
	SIGNATURE (In Ink): <u>[Signature]</u> TITLE: <u>Assistant Secretary</u>

ACKNOWLEDGMENT (if Required By Applicable Local Law)

MICRO

138815

NOVEMBER 12 1985
RECORDED
CONFORMANCE

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
FEB 10 3 03 PM '75
OKLAHOMA CITY, OKLA.

NOTE AND CHATTEL MORTGAGE
(Security Agreement)

No. 608236
801183

January 23, 1975

\$ 25,616.40	Original Principal
\$ 2,716.40	Principal Payment if Note Extended
\$ 22,900.00	Reduced Principal
\$ NA	Insurance (Annual Premium \$ NA)
\$ 5,509.28	Interest on Reduced Principal (Rate 11.00 % per annum)
\$ 28,409.28	Total Amount Due

CONVEYANCE
RECORDED

FOR VALUE RECEIVED, the undersigned Borrower (if more than one, such term when used herein shall refer to them individually and collectively) promises to pay to the order of Cessna Finance Corporation ("CFC") at 3900 East MacArthur, Wichita, Kansas, 67201 (PLAT BYN 308) the Original Principal of \$ 25,616.40 in one instalment on or before May 23, 1975, provided however that should the

Instalment Payment Schedule:

48 instalments of

\$ 591.86	and then
\$	instalments of
\$	and then
\$	instalments of
\$	and then
\$	instalments of
\$	and then
\$	instalments of
\$	and then
\$	instalments of
\$	and then
\$	instalments of
\$	and then
\$	instalments of
\$	and then
\$	instalments of
\$	and then

Borrower place the herein described Aircraft into a flight status before such date, which shall only be with prior written notice to CFC, then Borrower promises to make principal payments on the 23rd day of each month up to May 23, 1975 at the rate of \$ 11.04 per hour for each hour the said Aircraft is flown and with each payment to certify the hours the said Aircraft has been so flown and to pay the balance of the Original Principal on or before the above stated due date. This Note and indebtedness shall not bear interest if the Principal is paid in full on the said due date. At Borrower's option, this Note may be extended for an additional forty-eight (48) months from and after May 23, 1975 by Borrower making a Principal payment, which with Principal payments already made, if any, will reduce the Principal to \$ 22,900.00, which Reduced Principal plus Insurance and Interest as above set forth shall then constitute the Total Amount Due and the Borrower agrees to pay the Total Amount Due on the dates and in the amounts shown in the Instalment Payment Schedule. If any instalment is not paid by the due date, then the unpaid Principal and Insurance advanced shall continue to accrue Interest at the Rate indicated until such instalment or instalments are paid. Instalment payments shall be applied first to accrued Interest and the remainder to the unpaid Principal and unpaid Insurance advanced. Failure to pay any instalment when due shall, at the election of CFC, without demand or notice of any kind, mature the whole amount of the unpaid Principal and Insurance advanced and such amounts shall be immediately due and payable with accrued Interest and shall continue to accrue Interest at the Rate indicated until paid. In the event the Borrower sells or otherwise disposes of the herein described Aircraft during either the initial or extended term of this Note and Chattel Mortgage (which shall only be on the conditions hereinafter set forth) the unpaid Principal and Insurance advanced and accrued Interest shall be due and remitted to CFC so as to be received within three (3) days of such event. Borrower agrees that funds shall be advanced annually for insurance premiums and the amount advanced each year will not exceed the Annual Premium. If Borrower pays each instalment when due and pays the unpaid Principal and Insurance advanced by August 23, 1975 interest on said Reduced Principal and Insurance will be recomputed from May 23, 1975 to the prepayment date at the rate of Ten & 25/100 percent (10.25 %) per annum.

The first payment under the Instalment Payment Schedule is due on June 23, 1975 and subsequent payments are due and payable on the same day of each consecutive month thereafter until Total Amount Due is paid in full.

Aircraft: 1975 Year
Cessna Make
180 Model
N52194 Registration
18052551 Serial No.

Optional equipment now installed:
CYROS FLIGHT HOUR RECORDER
DUAL CONTROLS OIL FILTER OPT B
FLOATKIT WING FUEL TANKS GROUND SERVICE
PLUG PRIMARY GROUP OMNIFLASH BEACON
LIGHT LARGE OIL COOLER PRIMING SYS

Aircraft base:
Renton Municipal Airport
Renton, Washington
(airport - city - state)

without demand or notice of any kind, mature the whole amount of the unpaid Principal and Insurance advanced and such amounts shall be immediately due and payable with accrued Interest and shall continue to accrue Interest at the Rate indicated until paid. In the event the Borrower sells or otherwise disposes of the herein described Aircraft during either the initial or extended term of this Note and Chattel Mortgage (which shall only be on the conditions hereinafter set forth) the unpaid Principal and Insurance advanced and accrued Interest shall be due and remitted to CFC so as to be received within three (3) days of such event. Borrower agrees that funds shall be advanced annually for insurance premiums and the amount advanced each year will not exceed the Annual Premium. If Borrower pays each instalment when due and pays the unpaid Principal and Insurance advanced by August 23, 1975 interest on said Reduced Principal and Insurance will be recomputed from May 23, 1975 to the prepayment date at the rate of Ten & 25/100 percent (10.25 %) per annum.

BORROWER, ENDORSERS AND GUARANTORS severally waive demand, presentment for payment, notice of dishonor or non-payment, protest, notice of protest and all other notices whatsoever.

To secure the payment of this Note and all other sums and obligations of the Borrower hereunder, the Borrower mortgages to CFC and hereby grants to CFC a security interest in the herein described Aircraft together with all equipment and accessories now attached thereto or used in connection therewith and all future additions or replacements made to or upon said Aircraft (the "Aircraft") and all proceeds thereof, if any.

BORROWER AND CFC UNDERSTAND AND AGREE THAT THE TERMS, CONDITIONS AND AGREEMENTS ON THE REVERSE SIDE HEREOF ARE HEREBY INCORPORATED BY REFERENCE AND CONSTITUTE A PART OF THIS AGREEMENT.

EXECUTED as of the date first above set forth, in triplicate originals, one of said originals being delivered to Borrower, the receipt of which is hereby acknowledged.

CESSNA FINANCE CORPORATION

Renton Aviation, Inc.
(Borrower)
915 West Perimeter Road
(Street Address)
Renton Washington 98055
(City) (State) (Zip Code)

By: [Signature] Ass't.-Sec.
(Signature) (Title)

SIGNATURES:
Sign all copies in ink - NO CARBON SIGNATURES. Names and signatures on this Mortgage MUST agree exactly with the aircraft registrator. Instruct insurance underwriter to give CFC written notice of full hull and breach of warranty coverages.

By: [Signature] Ass't.-Sec.
(Signature) (Title)
Plan E Demonstrator

FEB
- 275
000500EA

TERMS, CONDITIONS AND AGREEMENTS

MICRO

The Aircraft is hereby mortgaged to CFC for the purpose of securing in the order named:
First: The payment of all indebtedness evidenced by and according to the terms of the Note and all renewals and extensions thereof.
Second: The prompt and faithful discharge and performance of each agreement of the Borrower herein contained made with or for the benefit of CFC in connection with the indebtedness to secure which the mortgage and security interest has been made and granted to CFC, and the repayment of all sums expended or advanced by CFC for the maintenance or preservation of the Aircraft or in enforcing its rights hereunder.

Borrower hereby declares and warrants to CFC that Borrower is the absolute owner of the legal and beneficial title to the Aircraft and is in possession thereof, and that the same is free and clear of all liens, encumbrances and adverse claims of whatsoever kind or nature.

Any extensions, endorsements or assignments of this Note and Chattel Mortgage by CFC shall not waive any provision hereof. The Aircraft shall at all times be at Borrower's risk, and any loss, injury, damage to or destruction of the Aircraft shall not release Borrower's obligations under this Note and Chattel Mortgage. As long as this Note and Chattel Mortgage is in effect, Borrower agrees not to dispose of the Aircraft or any interest therein, whether by sale, lease or otherwise, without the prior written consent of CFC; that Borrower will not encumber or permit said Aircraft to be encumbered with any other lien or security interest, will comply with and not use the Aircraft in violation of any laws and regulations of the United States, the several states or municipalities thereof or any foreign jurisdiction applicable to said Aircraft and the insurance policies covering said Aircraft and will at all times keep CFC informed of the whereabouts of said Aircraft. In the event of sale of the Aircraft, which shall only be with CFC's prior written consent as above set forth, Borrower will forthwith pay to CFC all sums due under this Note and Chattel Mortgage and until so paid such portion of the selling price shall be held by Borrower in trust for CFC and Borrower shall not commingle said funds with any other funds, or use said funds for any purpose or exercise any dominion over said funds except as trustee for CFC. Borrower further agrees to furnish CFC such reports concerning the Aircraft as CFC may require.

Borrower agrees to pay all taxes accruing upon the Aircraft and arising out of the use thereof or upon this Mortgage, Note or debt, keep said Aircraft in good repair and in an airworthy condition at Borrower's expense, and keep the Aircraft insured against fire, theft and against all damage while in flight or on the ground, all such insurance to be in form, manner, amount and type required by and satisfactory to CFC. CFC shall have the right at its option to pay for insurance, taxes and for any necessary repairs to the Aircraft if Borrower shall fail to do so and the amount so paid and any other sums paid by CFC and chargeable to Borrower hereunder shall be an additional lien on and security interest in the Aircraft and added to the amounts secured by these presents, and payable upon demand with interest at the highest contractual rate permitted by law. Any sums which might at any time be in the possession of CFC which might be due to Borrower shall be held without any interest accruing thereupon.

Borrower agrees upon demand of CFC to furnish CFC evidence satisfactory to CFC that the Federal Aviation Administration records show the Aircraft to be registered in the name of Borrower and that title is free of all security interests, liens and encumbrances, except this Note and Chattel Mortgage, and Borrower agrees at Borrower's expense to take such steps as may be necessary to cause any other security interests, liens or encumbrances, if any, to be removed so that the Federal Aviation Administration records show title of Borrower to be free and clear of all security interests, liens and encumbrances except this Note and Chattel Mortgage.

It is hereby agreed that if default be made in the payment of any part of the Principal, Insurance and Interest on the Note, at the times and in the manner specified, or if any breach be made of any obligation or promise of the Borrower, herein contained or hereby secured, or if Borrower shall become insolvent, commit an act of bankruptcy, or if bankruptcy proceedings are begun by or against Borrower, or if a receiver is appointed for Borrower, or if for any reason CFC shall deem itself insecure, then in any of those events, CFC shall forthwith be entitled to possession of the Aircraft and the whole principal sum unpaid and Insurance unpaid under the Note and secured hereby, with Interest accrued thereon and any sums advanced under the terms of this Note and Chattel Mortgage shall become due and payable forthwith without demand or notice to Borrower, and CFC may at its option and it is hereby empowered to do so, without rescinding this Note and Chattel Mortgage, take possession of the said Aircraft without demand or notice to Borrower, demand and notice being expressly waived, and with or without a foreclosure action, and Borrower hereby agrees to deliver possession of said Aircraft to CFC, without necessity of legal action to recover possession, and CFC may retain all money paid thereon, not by way of penalty, but for liquidated damages or for rent, use and depreciation of the Aircraft, and it shall be lawful for CFC, with the aid and assistance of any persons, without notice to Borrower, the same being expressly waived, to enter the premises where the Aircraft is or may be found, without liability for trespass for so entering and to seize, remove the Aircraft to any place it sees fit, sell and dispose of the same at public or private sale, for credit or cash, for the account of Borrower, in such manner and at such time and place as CFC shall deem most advisable for the best interests of the parties, and authority is expressly given to CFC to bid at any such sale, for said sale to be held or made at any place within or without the county or state where this Note and Chattel Mortgage was executed or where the Aircraft was at any time located and Borrower hereby waives any demand for performance or any notice of sale or any other notice whatsoever, and the Aircraft may be sold without being physically present at said sale. CFC is expressly given the right to execute and deliver to the purchaser at any such sale, such instruments as may be required by law to transfer title to the Aircraft to said purchaser. The proceeds of any such sale shall be applied first to the payment of all expenses incurred by CFC in pursuing, taking possession of, keeping, removing and selling said Aircraft, including a reasonable commission for selling said Aircraft, and the expenses of liquidating any liens or claims upon said Aircraft, and all necessary expenses made for repairs so that said Aircraft may be sold to the best advantage and all court costs and attorney's fees, if any are incurred, then to payment of indebtedness owing by Borrower to CFC under the terms of this Note and Chattel Mortgage, and the balance, if any, shall be paid to Borrower. If for any cause the said Aircraft shall fail to satisfy the amount due under this Note and Chattel Mortgage, interest, costs, attorneys' fees, and other charges as aforesaid, the Borrower hereby covenants and agrees to forthwith pay the deficiency, and CFC is entitled to sue for any such deficiency in further consideration of the rent, use and depreciation of the Aircraft, notwithstanding CFC's exercise of its option to repossess and sell the Aircraft as aforesaid, and in case of suit to recover all costs and attorneys' fees. Borrower hereby waives all claims, damages, and demands against CFC arising out of the repossession, retention, repair and sale as aforesaid.

Time is of the essence of this Note and Chattel Mortgage. The acceptance of any payment after Borrower's default, or any overdue payment, or the granting of any renewals or extensions, or the retaking and redelivery to Borrower, shall not operate as a waiver of any rights of CFC hereunder, and CFC shall be entitled to declare a forfeiture. The acceptance of part of the indebtedness owing from the Borrower to CFC hereunder when past due, shall not relieve Borrower of the obligation to make subsequent payments when due.

CFC shall have the right to enforce any one or more remedies hereunder, either successively or concurrently, and such action shall not operate to bar, or estop CFC from pursuing any other remedies that CFC may have hereunder, or otherwise, and any repossession or retaking of all or any part of the Aircraft, whether temporary or otherwise, or any sale thereof pursuant to the terms hereof, shall not operate to release or discharge Borrower until payment of the indebtedness hereby secured shall have been made in cash as herein agreed.

Any notice not hereinbefore waived may be mailed to the Borrower at the above address by United States Mail postage prepaid, and the same shall be due notice to the Borrower irrespective of any change of business address or place of residence of Borrower.

This Note and Chattel Mortgage constitute the entire and exclusive agreement between the parties hereto with respect to the Aircraft, and no waiver or change in this Note and Chattel Mortgage shall be binding upon CFC unless evidenced in writing hereon and signed by CFC. No warranties, representations, promises or statements shall be binding upon CFC unless written hereon and signed by CFC.

As this Note and Chattel Mortgage is given in connection with a loan and mortgage secured by a civil aircraft of the United States, which may from time to time be removed from place to place in the United States, it is agreed that the construction, interpretation and validity of this Note and Chattel Mortgage shall be determined and be in accordance with the laws of the State of Kansas, the same as if the Note and Chattel Mortgage were between two parties who are residents of the State of Kansas and whose chief places of business are in the State of Kansas.

All terms, provisions, conditions and agreements herein contained shall be binding upon and shall inure to the benefit of the respective heirs, representatives, successors and assigns of the Borrower and CFC.

Notwithstanding the other terms, conditions and agreements herein contained, Borrower and CFC agree the Aircraft shall not be flown by anyone for any purpose, except the initial ferry flight, and Borrower shall not be responsible for securing hull insurance, except for such flight, prior to the date the Note is extended as set forth on the face hereof, unless Borrower notifies CFC the Aircraft is to be flown, in which event Borrower agrees to purchase hull insurance as set forth in the above printed terms and conditions and to furnish CFC evidence of such insurance. In no event shall the Aircraft be flown until Borrower has secured such insurance. Breach of this provision shall constitute a default hereunder and in addition to other available remedies, Borrower shall be liable to CFC for any loss or damage to the Aircraft resulting from such breach. In all events on and after the date the Note is extended as set forth on the face hereof, the Aircraft shall be fully insured by Borrower, as set forth in the above printed terms and conditions.

[Handwritten signature]

2-12-85

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION			
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't		CERT. ISSUE DATE C FEB 08 1975	
NATIONALITY AND REGISTRATION MARKS U.S.N-52194		FOR FAA USE ONLY	
AIRCRAFT MAKE AND MODEL Cessna 180J			
AIRCRAFT SERIAL No. 18052551			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Renton Aviation, Inc.			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 915 West Perimeter Road Rural Route: _____ P. O. Box: _____			
<input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE	CITY Renton	STATE Washington	ZIP CODE 98055
(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 By <i>[Signature]</i>	TITLE Attorney-in-Fact Ass't. - Sec.	DATE 1-23-75
	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.			

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LORE ARMED
FEB 3 1975

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
FEB 3 10 42 AM '75
OKLAHOMA CITY, OKLA.

AIRCRAFT BILL OF SALE		<small>Do not write in this block - for FAA use only.</small>	
\$10.00 and other considerations For and in consideration of \$ _____ the undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:		MICROFILM CODE	
AIRCRAFT MAKE AND MODEL CESSNA 180 Skywagon		1C	JC
MANUFACTURER'S SERIAL NUMBER 180 52551	NATIONALITY AND REGISTRATION MARKS U.S. N52194	CONVEYANCE RECORDED FEB 8 7 08 AM '75 FEDERAL AVIATION ADMINISTRATION	
does this <u>23</u> day of <u>JAN</u> 19 <u>75</u> hereby sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:			
PURCHASER	NAME AND ADDRESS <small>(If individuals, give last name, first name, and middle initial).</small>		
	Renton Aviation, Inc. 840 West Perimeter Road Renton, Washington 98055		

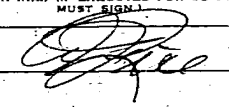
H015006

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED

IN FAVOR OF _____

in testimony whereof we have set our hand and seal this _____ day of _____ 19____

SELLER	NAME(S) <small>(TYPED OR PRINTED)</small>	SIGNATURE(S) <small>(IN INK. IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)</small>	TITLE <small>(IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)</small>
		SKYWAYS, INC.	

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

(SEAL) State of _____ On this _____ day of _____ 19____
 County of _____ before me personally appeared the above named
 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 _____ NOTARY PUBLIC _____

FEB 5 - 2 7 5 1985 002A

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CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
FEB 3 10 41 AM '75
OKLAHOMA CITY, OKLA

NOTE AND CHATTEL MORTGAGE
(Security Agreement) **40-15005**

Principal \$ 23,524.13 No. 205871
 January 23 19 75

SEE RECORDED
CONVEYANCE
F 78872

CONVEYANCE
RECORDED
FEB 8 7 08 AM '75

FOR VALUE RECEIVED, the undersigned Borrower (if more than one, such as when used herein shall refer to them individually and collectively) promises to pay to the order of CESSNA FINANCE CORPORATION ("CFC"), MacArthur, Wichita, Kansas, 67201, (P. O. Box 308) the principal sum of \$ 23,524.13 plus interest at the rate of Ten & one half percent (10.50%) per annum, on the unpaid portion of the principal, payable as follows: Interest payable on the last day of each month and five percent (5%) of the original principal on October 23, 1975, and five percent (5%) of the original principal on the same day of each successive third (3rd) month thereafter until paid in full. When not in default of payment hereunder, if Borrower prepays principal in full within forty-five (45) days of the date hereof, interest will be at the rate of Nine & one half percent (9.50%) per annum from said date to the date of payment or if Borrower prepays after forty-five (45) days from the date hereof but within ninety (90) days of said date, interest will be at the rate of Ten percent (10.00%) per annum from the date hereof to the date of payment.

Unless otherwise agreed to in writing by CFC, it is understood that in the event the Borrower sells or otherwise disposes of the aircraft described herein, which disposition shall only be on the conditions hereinafter set forth, the principal balance with accrued interest at the rate described above shall be due immediately and forwarded to CFC, so as to be received not later than three (3) days after the date of such disposition.

If any installment due hereunder is not paid by the due date, then the whole principal sum unpaid shall continue to accrue interest from said date at the rate first described above until such installment or installments are paid. Failure to pay any installment when due shall, at the election of CFC, without demand or notice of any kind, accelerate maturity of the whole amount of the principal unpaid, and the unpaid principal shall be immediately due and payable with accrued interest at the rate first described above and shall continue to accrue interest at said rate until paid.

BORROWER, ENDORSERS AND GUARANTORS severally waive demand, presentment for payment, notice of dishonor or non-payment, protest, notice of protest and all other notices whatsoever.

To secure the payment of this Note and all other sums and obligations of the Borrower hereunder, the Borrower mortgages to CFC and hereby grants to CFC a security interest in the following described aircraft together with all equipment and accessories now attached thereto or used in connection therewith and all future additions or replacements made to or upon said aircraft (the "Aircraft") and all proceeds thereof, if any:

Year	Make	Model	FAA Registration	Serial No.
1975	Cessna	180J	N52194	18052551

Optional equipment now installed:

As per factory invoice copy of which will be furnished by mortgagee upon request of any interested party.

Aircraft base:
Portland-Troutdale **Troutdale** **Oregon**
 Airport City State

BORROWER AND CFC UNDERSTAND AND AGREE THAT THE TERMS, CONDITIONS AND AGREEMENTS ON THE REVERSE SIDE HEREOF ARE HEREBY INCORPORATED BY REFERENCE AND CONSTITUTE A PART OF THIS AGREEMENT.

EXECUTED as of the date first above set forth, in triplicate originals, one of said originals being delivered to Borrower, the receipt of which is hereby acknowledged.

CESSNA FINANCE CORPORATION
 BY: [Signature] Ass't.-Sec. Skyways, Inc.
 (Signature) (Title) (Borrower)
Portland-Troutdale Airport
 (Street Address)

Troutdale, Oregon 97060
 (City) (State) (Zip Code)

INSTRUCTIONS
 Sign all copies in ink - NO CARBON SIGNATURES. Names and signatures on this Mortgage MUST agree exactly with the registration. Instruct insurance underwriter to give CFC written notice of full hull and breach of warranty coverages.

By: [Signature] Ass't.-Sec.
 (Signature) (Title)
 CESSNA FINANCE CORPORATION

JAN 31 8 16 3 2005 002A

TERMS, CONDITIONS AND AGREEMENTS

The Aircraft is hereby mortgaged to CFC for the purpose of securing in the order named:
First: The payment of all indebtedness evidenced by and according to the terms of the Note and all renewals and extensions thereof.
Second: The prompt and faithful discharge and performance of each agreement of the Borrower herein contained made with or for the benefit of CFC in connection with the indebtedness to secure which the mortgage and security interest has been made and granted to CFC, and the repayment of all sums expended or advanced by CFC for the maintenance or preservation of the Aircraft or in enforcing its rights hereunder.

Borrower hereby declares and warrants to CFC that Borrower is the absolute owner of the legal and beneficial title to the Aircraft and is in possession thereof, and that the same is free and clear of all liens, encumbrances and adverse claims of whatsoever kind or nature.

Any extensions, amendments or assignments of this Note and Chattel Mortgage by CFC shall not waive any provision hereof. The Aircraft shall at all times be at Borrower's risk, and any loss, injury, damage to or destruction of the Aircraft shall not release Borrower's obligations under this Note and Chattel Mortgage. As long as this Note and Chattel Mortgage is in effect, Borrower agrees not to dispose of said Aircraft or any interest therein, whether by sale, lease or otherwise, without the prior written consent of CFC, that Borrower will not encumber or permit said Aircraft to be encumbered with any other lien or security interest, will comply with and not use the Aircraft in violation of any laws and regulations of the United States, the several states or municipalities thereof or any foreign jurisdiction applicable to said Aircraft and the insurance policies covering said Aircraft and will at all times keep CFC informed of the whereabouts of said Aircraft. In the event of sale of the Aircraft, which shall only be with CFC's prior written consent as above set forth, Borrower will forthwith pay to CFC all sums due under this Note and Chattel Mortgage and until so paid such portion of the selling price shall be held by Borrower in trust for CFC and Borrower shall not commingle said funds with any other funds, or use said funds for any purpose or exercise any dominion over said funds except as trustee for CFC. Borrower further agrees to furnish CFC such reports concerning the Aircraft as CFC may require.

Borrower agrees to pay all taxes accruing upon the Aircraft and arising out of the use thereof or upon this Mortgage, Note or debt, keep said Aircraft in good repair and in an airworthy condition at Borrower's expense, and keep the Aircraft insured against fire, theft and against all damage while in flight or on the ground, all such insurance to be in form, manner, amount and type required by and satisfactory to CFC. CFC shall have the right at its option to pay for insurance, taxes and for any necessary repairs to the Aircraft if Borrower shall fail to do so and the amount so paid and any other sums paid by CFC and chargeable to Borrower hereunder shall be an additional lien on and security interest in the Aircraft and added to the amounts secured by these presents, and payable upon demand with interest at the highest contractual rate permitted by law. Any sums which might at any time be in the possession of CFC which might be due to Borrower shall be held without any interest accruing thereupon.

Borrower agrees upon demand of CFC to furnish CFC evidence satisfactory to CFC that the Federal Aviation Administration records show the Aircraft to be registered in the name of Borrower and that title is free of all security interests, liens and encumbrances, except this Note and Chattel Mortgage, and Borrower agrees at Borrower's expense to take such steps as may be necessary to cause any other security interests, liens or encumbrances, if any, to be removed so that the Federal Aviation Administration records show title of Borrower to be free and clear of all security interests, liens and encumbrances except this Note and Chattel Mortgage.

It is hereby agreed that if default be made in the payment of any part of the principal and interest on the Note, at the times and in the manner specified, or if any breach be made of any obligation or promise of the Borrower, herein contained or hereby secured, or if Borrower shall become insolvent, commit an act of bankruptcy, or if bankruptcy proceedings are begun by or against Borrower, or if a receiver is appointed for Borrower, or if for any reason CFC shall deem itself insecure, then in any of those events, CFC shall forthwith be entitled to possession of the Aircraft and the whole principal sum unpaid under the Note and secured hereby, with interest accrued thereon and any sums advanced under the terms of this Note and Chattel Mortgage shall become due and payable forthwith without demand or notice to Borrower, and CFC may at its option and it is hereby empowered to do so, without rescinding this Note and Chattel Mortgage, take possession of the said Aircraft without demand or notice to Borrower, demand and notice being expressly waived, and with or without a foreclosure action, and Borrower hereby agrees to deliver possession of said Aircraft to CFC, without necessity of legal action to recover possession, and CFC may retain all money paid thereon, not by way of penalty, but for liquidated damages or for rent, use and depreciation of the Aircraft and it shall be lawful for CFC, with the aid and assistance of any persons, without notice to Borrower, the same being expressly waived, to enter the premises where the Aircraft is or may be found, without liability for trespass for so entering and to seize, remove the Aircraft to any place it sees fit, sell and dispose of the same at public or private sale, for credit or cash, for the account of Borrower, in such manner and at such time and place as CFC shall deem most advisable for the best interests of the parties, and authority is expressly given to CFC to bid at any such sale, for said sale to be held or made at any place within or without the county or state where this Note and Chattel Mortgage was executed or where the Aircraft was at any time located and Borrower hereby waives any demand for performance or any notice of sale or any other notice whatsoever, and the Aircraft may be sold without being physically present at said sale. CFC is expressly given the right to execute and deliver to the purchaser at any such sale, such instruments as may be required by law to transfer title to the Aircraft to said purchaser. The proceeds of any such sale shall be applied first to the payment of all expenses incurred by CFC in pursuing, taking possession of, keeping, removing and selling said Aircraft, including a reasonable commission for selling said Aircraft, and the expenses of liquidating any liens or claims upon said Aircraft, and all necessary expenses made for repairs so that said Aircraft may be sold to the best advantage and all court costs and attorneys' fees, if any, are incurred, then to payment of indebtedness owing by Borrower to CFC under the terms of this Note and Chattel Mortgage, and the balance, if any shall be paid to Borrower. If for any cause the said Aircraft shall fail to satisfy the amount due under this Note and Chattel Mortgage, interest, costs, attorneys' fees, and other charges as aforesaid, the Borrower hereby covenants and agrees to forthwith pay the deficiency, and CFC is entitled to sue for any such deficiency in further consideration of the rent, use and depreciation of the Aircraft, notwithstanding CFC's exercise of its option to repossess and sell the Aircraft as aforesaid, and in case of suit to recover all costs and attorneys' fees. Borrower hereby waives all claims, damages, and demands against CFC arising out of the repossession, retention, reparation and sale as aforesaid.

Time is of the essence of this Note and Chattel Mortgage. The acceptance of any payment after Borrower's default, or any overdue payment, or the granting of any renewals or extensions, or the retaking and redelivery to Borrower, shall not operate as a waiver of any rights of CFC hereunder, and CFC shall be entitled to declare a forfeiture. The acceptance of part of the indebtedness owing from the Borrower to CFC hereunder when past due, shall not relieve Borrower of the obligation to make subsequent payments when due.

CFC shall have the right to enforce any one or more remedies hereunder, either successively or concurrently, and such action shall not operate to bar or estop CFC from pursuing any other remedies that CFC may have hereunder, or otherwise, and any repossession or retaking of all or any part of the Aircraft, whether temporary or otherwise, or any sale thereof pursuant to the terms hereof, shall not operate to release or discharge Borrower until payment of the indebtedness hereby secured shall have been made in cash as herein agreed.

Any notice not hereinbefore waived may be mailed to the Borrower at the above address by United States Mail postage prepaid, and the same shall be due notice to the Borrower irrespective of any change of business address or place of residence of Borrower.

This Note and Chattel Mortgage constitute the entire and exclusive agreement between the parties hereto with respect to the Aircraft, and no waiver or change in the terms of this Note and Chattel Mortgage shall be binding upon CFC unless evidenced in writing hereon and signed by CFC. No warranties, representations, promises or statements shall be binding upon CFC unless written hereon and signed by CFC.

As this Note and Chattel Mortgage is given in connection with a loan and mortgage secured by a civil aircraft of the United States, which may from time to time be removed from place to place in the United States, it is agreed that the construction, interpretation and validity of this Note and Chattel Mortgage shall be determined and be in accordance with the laws of the State of Kansas, the same as if the Note and Chattel Mortgage were between two parties who are residents of the State of Kansas and whose chief places of business are in the State of Kansas.

All terms, provisions, conditions and agreements herein contained shall be binding upon and shall inure to the benefit of the respective heirs, representatives, successors and assigns of the Borrower and CFC.

1980-00000-1A 10 100

OKLAHOMA CITY, OKLA.
JAN 31 8 48 AM '85
FAA AIRCRAFT REGISTRY
CONVEYANCE FILED WITH

AIRCRAFT BILL OF SALE

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

For and in consideration of \$1.00 and other valuable consideration the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

Aircraft Make and Model
 CESSNA 180J

Manufacturer's Serial Number
 18052551

Nationality and Registration Marks
 US N52194

does this 23rd day of January 19 75, hereby sell, grant, transfer and deliver all rights, title and interests in and to such aircraft unto:

PURCHASER

NAME AND ADDRESS
 SKYWAYS INC
 PORTLAND-TROUTDALE AIRPORT
 TROUTDALE OREGON 97060

COVEYANCE
 RECORDED
 FEB 8 7 08 AM '75
 FEDERAL AVIATION
 ADMINISTRATION

H015004

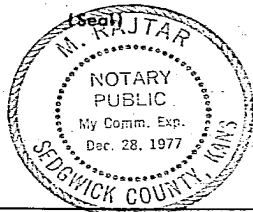
and to its executors, administrators, and assigns to have and to hold singularly the said aircraft forever, and warrants the title thereof.

in testimony whereof we have set our hand and seal this 23rd day of January 19 75

	NAME	SIGNATURE	TITLE
SELLER	THE CESSNA AIRCRAFT COMPANY	<i>RD Moneyhun</i>	RD Moneyhun , Manager Customer Accounting

ACKNOWLEDGMENT

On this 23rd day of January - 19 75, before me personally appeared the above named seller, to me to be 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.



M. KAJTAR
 Notary Public

State of Kansas County of Sedgwick

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CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JAN 29 1 46 PM '75
OKLAHOMA CITY, OKLA