FORM APPROVED
OMB No. 2120-0042

Accepted NW Feb/04/2010

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

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 3275 F

AIRCRAFT MANUFACTURER & MODEL
Mooney M20F

AIRCRAFT SERIAL No.
670368

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.)
Eminent Eagle Aviation Inc.

TELEPHONE NUMBER: (869) 583-6249

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

Number and street: 3511 Silverside Road, Suite 105

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Wilmington	Delaware	19810

☐ **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: Howard S. Crawford), or:

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Howard S. Crawford	President Eminent Eagle Aviation	10/Dec 09
Howard S. Crawford		

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

AC Form 8050-1 (5/03) (0052-00-628-9007)

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 DEC 21 AM 9 00
OKLAHOMA CITY
OKLAHOMA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 JAN 20 AM 9 31
OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER N 3275 F

AIRCRAFT MANUFACTURER & MODEL
Mooney M20F

AIRCRAFT SERIAL No.
670368

DOES THIS DAY OF 20
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.)

Eminent Eagle Aviation Inc.
3511 Silverside Road, Suite 105
Wilmington, Delaware USA 19810

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS 10 DAY OF Dec. 2009

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Richard S. Williams	R S Williams	Co-owner
James C. Williams, Jr.	J C Williams Jr	Co-owner
	093650232044 $5.00 12/21/2009	

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

ORIGINAL: TO FAA

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2009 DEC 21 AM 9 00

OKLAHOMA CITY
OKLAHOMA

CC023247

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0043

C023247

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

CONVEYANCE RECORDED

NAME (last name first) OF DEBTOR
CDM AVIATION INC

2007 JUN 27 PM 4 19

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

FEDERAL AVIATION ADMINISTRATION

REGIONS BANK
AIKEN MAIN OFFICE
107 CHESTERFIELD ST SOUTH
AIKEN SC 29801

CONVEYANCE
NUMBER S 121736
DOC ID C 301 PAGE 1

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block
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FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
3275F	670368	MOONEY M20F

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 11/26/2002 COVERING THE ABOVE COLLATERAL WAS RECORDED BY

THE CIVIL AVIATION REGISTRY ON 3/28/2003 AS CONVEYANCE NUMBER S121736

Kim-Chi Ton-That
Kim-Chi Ton-That
LEGAL INSTRUMENTS EXAMINER

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

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT THEY ARE THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE DESCRIBED COLLATERAL 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 THE 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 Aircraft Registration Branch, P.O. Box 25504, Oklahoma City, Oklahoma 73125.

DATE OF RELEASE 3.26.2007

Regions Bank
(Name of security holder)

SIGNATURE (In Ink)

TITLE Sr. V.P.

(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))

ACKNOWLEDGMENT (If Required By Applicable Local Law):

AC Form 8050-41 (4/01)

#1221, ffr 4/5/07, copy of satisfaction of title lien, retd - not needed

FORM APPROVED
OMB No. 2120-0042

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

CERT. ISSUE DATE

P MAY 04 2007

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N3275F

AIRCRAFT MANUFACTURER & MODEL
Mooney M20F

AIRCRAFT SERIAL No.
670368

TYPE OF REGISTRATION (Check one box)

[X] 1. Individual ☐ 2. Partnership ☐ 3. Corporation [X] 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.)

Williams, Richard S.
Williams, James C., JR.

TELEPHONE NUMBER: (540) 273-7993

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

Number and street: 81 Flight Line Drive

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Fredericksburg	VA	22405

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Richard S. Williams	owner	03-24-2007
James C. Williams, JR.	owner	03-24-2007

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

AC Form 8050-1 (5/03) (0052-00-628-9007)

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2007 APR 5 AM 11 54

OKLAHOMA CITY
OKLAHOMA

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

FORM APPROVED
OMB NO. 2120-0042

P 0 0 8 2 1 3

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER N 3275F

CONVEYANCE RECORDED

AIRCRAFT MANUFACTURER & MODEL
Mooney M20-F

AIRCRAFT SERIAL No.
670368

2007 MAY 4 AM 10 18

DOES THIS 21st DAY OF March 2007 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.)

Williams, Richard S.
Williams, James C., JR.
81 Flight Line Drive
Fredericksburg, VA 22405

070951110027
$5.00 04/05/2007

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 21st DAY OF March 20 07

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
CDM Aviation, Inc.	C. David Miles	President

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

2007 APR 5 AM 11 54

OKLAHOMA CITY
OKLAHOMA

DOC040000000648478690010000000

DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION
FAA AIRCRAFT REGISTRY
P.O. Box 25504
Oklahoma City, Oklahoma 73125

AIRCRAFT SECURITY AGREEMENT

NAME & ADDRESS OF DEBTOR/BORROWER: CDM AVIATION INC 3511 SILVERSIDE DRIVE WILMINGTON, DE 19810	S121736
NAME & ADDRESS OF SECURED PARTY/ASSIGNEE/LENDER: REGIONS BANK AIKEN MAIN OFFICE 107 CHESTERFIELD STREET SOUTH AIKEN, SC 29801	CONVEYANCE RECORDED 2003 MAR 28 AM 11 26 FEDERAL AVIATION ADMINISTRATION
NAME OF SECURED PARTY'S ASSIGNOR/GRANTOR: CDM AVIATION INC 3511 SILVERSIDE DRIVE WILMINGTON, DE 19810	ABOVE SPACE FOR FAA USE ONLY

THIS AIRCRAFT SECURITY AGREEMENT dated November 26, 2002, is made and executed between CDM AVIATION INC ("Grantor") and REGIONS BANK ("Lender").

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

COLLATERAL. The word "Collateral" means the following:

(A) The Aircraft

(B) The engines and all avionics, including without limitation the following specifically described engines or avionics or both: ONE ENGINE UNDER 750HP; KING KA134 AUDIO PANEL; STEC 30 AUTOPILOT W/ALT. HOLD; CENTURY NSD 360-15 HSI; NARCO AT 50 TRANSPONDER; KING KR86 ADF; DUAL NARCO MARK 12 D NAV/COMS W/VOR/LOC; MAGELLAN GPS SKY/NAV 5000 COUPLED; BF GOODRICH WX900 STORMSCOPE; NARCO 190 DME; LOG BOOK(S).

(C) All log books, manuals, flight records, maintenance records, inspection reports, airworthiness certificates, and other historical records or information relating to the Aircraft, including without limitation the following: .

(D) All attachments, accessions, parts, and additions to and all replacements of and substitutions for any property described above.

(E) All rents, accounts, chattel paper, general intangibles, and monies, arising out of or related to use, rental, sale, lease, or other disposition of any of the property described in this Collateral section.

(F) All proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in this Collateral section.

The word "Aircraft" means the following described aircraft:

1967 MOONEY M20F with an FAA Registration Number of N3275F (Serial Number 670368)

The **manufacturer's serial number for the Aircraft is 670368**, and its **FAA Registration Number is N3275F**. The word "Aircraft" also means and includes without limitation, (1) the Airframe, (2) the Engines, and (3) any propellers.

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

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

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

030511354199
$5.00 02/20/2003

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

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

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

Authority; Binding Effect. Grantor has the full right, power and authority to enter into this Agreement and to grant a security interest in the Collateral to Lender. This Agreement is binding upon Grantor as well as Grantor's successors and assigns, and is legally enforceable in

FFR / ML 2-20-03

accordance with its terms. The foregoing representations and warranties, and all other representations and warranties contained in this Agreement are and shall be continuing in nature and shall remain in full force and effect until such time as this Agreement is terminated or cancelled as provided herein.

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

Perfection of Security Interest. Grantor agrees to execute financing statements and to take whatever other actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper if not delivered to Lender for possession by Lender. In particular, Grantor will perform, or will cause to be performed, upon Lender's request, each and all of the following:

(1) Record, register and file this Agreement, together with such notices, financing statements or other documents or instruments as Lender may request from time to time to carry out fully the intent of this Agreement, with the FAA in Oklahoma City, Oklahoma, United States of America and other governmental agencies, either concurrent with the delivery and acceptance of the Collateral or promptly after the execution and delivery of this Agreement.

(2) Furnish to Lender evidence of every such recording, registering, and filing.

(3) Execute and deliver or perform any and all acts and things which may be reasonably requested by Lender with respect to complying with or remaining subject to the Geneva Convention, the laws and regulations of the FAA, and the laws and regulation of any of the various states or countries in which the Collateral is or may fly over, operate in, or become located in.

Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interests granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice

Removal of the Collateral. Except for routine use, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Inspection of Collateral. At any reasonable time, on demand by Lender, Grantor shall cause the Collateral (including the logs, books, manuals, and records comprising the Collateral) to be exhibited to Lender (or persons designated by Lender) for purposes of inspection and copying.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Records Maintenance. Grantor shall maintain records relating to the Aircraft in accordance with FAA rules and regulations and from time to time make such records available for inspection by Lender and its duly authorized agents.

Maintenance of Casualty Insurance. Grantor shall procure and maintain at all times all risks insurance on the Collateral, including without limitation fire, theft, liability and hull insurance, and such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. *Grantor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Grantor and* Lender as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation and condition of the Aircraft, and further containing a broad form contractual liability endorsement covering Grantor's obligations to indemnify Lender as provided under this Agreement. Such policies of insurance must also contain a provision, in form and substance acceptable to Lender, prohibiting cancellation or the alteration of such insurance without at least ten (10) days prior written notice to Lender of such intended cancellation or alteration. Such insurance policies also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Grantor agrees to provide Lender with originals or certified copies of such policies of insurance. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Indebtedness, Grantor will provide Lender with such lender's loss payable or other endorsements as Lender may require. Grantor shall not use or permit the Collateral to be used in any manner or for any purpose excepted from or contrary to the requirements of any insurance policy or policies required to be carried and maintained under this Agreement or for any purpose excepted or exempted from or contrary to the insurance policies, nor shall Grantor do any other act or permit anything to be done which could reasonably be expected to invalidate or limit any such insurance policy or policies.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral in excess of $5,000, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Lender shall have the right to receive directly the proceeds of any insurance on the Collateral, including accrued proceeds thereon, and to hold the proceeds as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

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

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

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

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

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

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

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

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

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned *among and be payable with any installment payments to become due during either* (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

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

Default in Favor of Third Parties. Should Grantor or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

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

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

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

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

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

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

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

INDEMNIFICATION OF LENDER. Grantor agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's reasonable attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder.

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

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

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator

may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Lender may also recover from Grantor all court, alternative dispute resolution or other collection costs (including, without limitation, fees and charges of collection agencies) actually incurred by Lender.

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

Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of South Carolina, except and only to the extent of procedural matters related to the perfection and enforcement of Lender's rights and remedies against the Collateral, which matters shall be governed by the laws of the State of Delaware. However, in the event that the enforceability or validity of any provision of this Agreement is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of South Carolina.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

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

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the United States Code and Regulations thereunder dealing with or involving Aircraft, commercial instruments relating to such Aircraft, and in the Uniform Commercial Code:

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

Borrower. The word "Borrower" means CDM AVIATION INC, and all other persons and entities signing the Note in whatever capacity.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

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

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Encumbrance. The word "Encumbrance" means any and all presently existing or future mortgages, liens, privileges and other contractual and statutory security interests and rights, of every nature and kind, whether in admiralty, at law, or in equity, that now and/or in the future may affect the Collateral or any part or parts thereof.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

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

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

Grantor. The word "Grantor" means CDM AVIATION INC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

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

Note. The word "Note" means the Note executed by CDM AVIATION INC in the principal amount of $80,300.00 dated November 26, 2002, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

FFR / ME 2-20-03

FILED WITH FAA

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AIRCRAFT SECURITY AGREEMENT AND GRANTOR AGREES TO ITS TERMS. THIS AIRCRAFT SECURITY AGREEMENT IS DATED NOVEMBER 26, 2002.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

OKLAHOMA CITY
OKLAHOMA

CDM AVIATION INC

By: _____ (Seal)
C DAVID MILES, President of CDM AVIATION INC

FORM APPROVED
OMB No. 2120-0042

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

U 4 3 2 0 1 4 5

CERT. ISSUE DATE

S MAR 28 2003

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL
Mooney M20F

AIRCRAFT SERIAL No.
67-0368

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.)

CDM Aviation, Inc.
3511 Silverside Dr.
Wilmington, DE 19810
C. David Miles, President

TELEPHONE NUMBER: ( )

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 3511 Silverside Dr.

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Wilmington	DE	19810

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
C David Miles	President	12-23-02
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR

'03 FEB 20 PM 1 40

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

0 0 0 0 0 0 0 1 4 5 0

S121735

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

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL
Mooney M20F

AIRCRAFT SERIAL No.
67-0368

CONVEYANCE RECORDED

DOES THIS 26 DAY OF 11 2002 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

2003 MAR 28 AM 11 25

Do Not Write In This Block
FOR FAA USE ONLY

FEDERAL AVIATION ADMINISTRATION

PURCHASER

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

CDM Aviation, Inc.
3511 Silverside Dr.
Wilmington, DE 19810

C. David Miles, president

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)
H H Plaskett		member manager

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

030511354199
$5.00 02/20/2003

ORIGINAL: TO FAA

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR

'03 FEB 20 PM 1 40

OKLAHOMA CITY
OKLAHOMA

U.S. DEPARTMENT OF TRANSPORTATION 0 0 0 0 0 4 6 4 FORM APPROVED
FEDERAL AVIATION ADMINISTRATION OMB NO. 2120-0045

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.

II027769

PART I CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
HH PLUS LLC

CONVEYANCE RECORDED

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

FIRST NATIONAL BANK OF PRYOR
PO DRAWER 218
PRYOR OK 74362

2003 JAN 30 PM 12 29
FEDERAL AVIATION ADMINISTRATION

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N3275F	670368	MOONEY M20F

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED October 28, 1999 COVERING THE ABOVE COLLATERAL WAS RECORDED BY

THE CIVIL AVIATION REGISTRY ON July 11, 2000 AS CONVEYANCE NUMBER HH026171

SEE RECORDED CONVEYANCE
NUMBER HH026171
DOC ID C022 PAGE 1

Sheila Huggins Sheila Huggins
LEGAL INSTRUMENTS EXAMINER

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

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT THEY ARE THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE DESCRIBED COLLATERAL 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 THE 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 Aircraft Registration Branch, P.O. Box 25504, Oklahoma City, Oklahoma 73125.

DATE OF RELEASE 11-29-02

First National Bank of Pryor
(Name of security holder)

SIGNATURE (In Ink) Robert A. Guderian
Robert A. Guderian

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))

ACKNOWLEDGMENT (If Required By Applicable Local Law):

AC Form 8050-41 (2/96) (NSN 0052-00-543-9001)

FILED WITH FAA
AIRCRAFT [illegible]

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OKLAHOMA CITY
OKLAHOMA

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SECURITY AGREEMENT

DATE OF AGREEMENT
10/28/1999

DEBTOR NAME AND ADDRESS	PLEDGOR NAME AND ADDRESS	LENDER NAME AND ADDRESS
H.H. Plus, LLC 2131 Capitol One STE 300 Sacramento CA 95816		FIRST NATIONAL BANK OF PRYOR P.O. DRAWER 218 PRYOR OK 74362 43-1 HH026171

I. GRANT OF A SECURITY INTEREST. For value received, the Undersigned whether one or more (hereinafter individually referred to as "Debtor" or "Pledgor" as their capacities are above set forth) hereby grants to Lender named above a security interest in the property described in Paragraph II, which property is hereinafter referred to collectively as "Collateral". This security interest is given to secure all the obligations of the Debtor and of the Pledgor to Lender as more fully set forth in Paragraphs III and IV hereof.

CONVEYANCE

II. COLLATERAL. The Collateral includes: (A) All specifically described Collateral; (B) All proceeds of Collateral; and (C) Other property as indicated below.

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FEDERAL ADMINISTRATION

(A) SPECIFICALLY DESCRIBED COLLATERAL

1967 MOONEY M20F AIRPLANE, N-3275F, SERIAL NUMBER 670368, AND ALL PROPELLER, AIRFRAME, AND ENGINE LOG BOOKS ON THE ABOVE DESCRIBED AIRCRAFT INCLUDING BUT NOT LIMITED TO THE FOLLOWING AVIONICS AND EQUIPMENT: DUEL NARCO MK 12D'S, CENTURY NSD-360A HSI, KR 86 ADF, NARCO 190 DME, WX 900 STORMSCOPE, S-TEC 30 AUTO PILOT, MAGELIAN SKYNAV 5000 GPS, ELECTRONICS INTERNATIONAL 4 PROBE EGT/CHT, REMOTE SLAVED HAMILTON COMPASS, DAVTRON YOKE MOUNTED MULTI FUNCTION CLOCK, 4 PLACE INTERCOM, AUDIO PANEL, TWO BOSE SERIES 11 NOISE CANCELING HEADSETS, NEW ALTIMETER & BLIND ENCODER

(B) ALL PROCEEDS of the specifically described Collateral regardless of kind, character or form (including, but not limited to, renewals, extensions, redeposits, reissues or any other changes in form of the rights represented thereby), together with any stock rights, rights to subscribe, liquidating dividends, stock dividends, dividends paid in stock or other property, new securities, or any other property to which Undersigned may hereafter become entitled to receive by reason of the specifically described Collateral; and in the event Undersigned receives any such property, Undersigned agrees immediately to deliver same to Lender to be held by Lender in the same manner as Collateral specifically described above.

(C) OTHER PROPERTY which shall be deemed Collateral shall include all dividends and interest paid in cash on the Collateral, provided, however, that Lender at its option may permit such dividends and/or interest to be received and retained by Undersigned, but provided further, that Lender may at any time terminate such permission. Collateral shall further include without limitation, all money, funds, or property owned by Undersigned which is now or which hereafter may be possessed or controlled by Lender whether by pledge, deposit or otherwise.

III. OBLIGATIONS SECURED BY THIS AGREEMENT. The security interest herein granted is given to secure all of the obligations of Debtor or Pledgor to Lender including: (a) The performance of all of the agreements, covenants and warranties of the Debtor or Pledgor as set forth in any agreement between Debtor or Pledgor and Lender; (b) All liabilities of Debtor or Pledgor to Lender of every kind and description including: (1) all future advances, (2) both direct and indirect liabilities, (3) liabilities due or to become due and whether absolute or contingent, and (4) liabilities now existing or hereafter arising and however evidenced; (c) All extensions and renewals of liabilities of Debtor or Pledgor to Lender for any term or terms to which Undersigned hereby consents; (d) All interest due or to become due on the liabilities of Debtor or Pledgor to Lender; (e) All expenditures by Lender involving the performance of or enforcement of any agreement, covenant or warranty provided for by this or any other agreement between the parties; and (f) All costs, attorney fees, and other expenditures of Lender in the collection and enforcement of any obligation or liability of Debtor or Pledgor to Lender and in the collection and enforcement of or realization upon any of the Collateral.

IV. FUTURE ADVANCES. It is specifically agreed that the obligations of Debtor and Pledgor secured by this Agreement include all future advances by Lender to Debtor as set forth in Paragraph III above.

V. ADDITIONAL PROVISIONS. The Undersigned agrees to the Additional Provisions set forth on page two hereof, the same being incorporated herein by reference.

RECEIPT FOR COLLATERAL	SIGNATURES
J. M. Jacobs LENDER NAME By J. MICHAEL JACOBS PRESIDENT Title	Name Name H.H. PLUS, LLC CORPORATION OR PARTNERSHIP NAME By HERBERT H. HOOPER Title Manager ~~MEMBER~~

Form 04 0676 4 Stocks, Bonds and Possessory Collateral

FORM 14

993191339087
$ 5.00 11/15/1999

FPB 04/26/00 PL BR 11/15/99 OK

ADDITIONAL PROVISIONS

43

UNDERSIGNED EXPRESSLY WARRANTS, COVENANTS AND AGREES:

WARRANTIES AND COVENANTS

A. RECORDS AND INFORMATION

1. Financial Information. All loan applications, balance sheets, earnings statements, other financial information and other representations which have been or may hereafter be furnished Lender to induce it to enter into or continue a financial transaction with Debtor fairly represent the financial condition of Debtor as of the date and for the period shown therein, and all other information, reports, documents, papers and data furnished to Lender are or shall be, at the time furnished, accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter. There has been no material change in the financial condition of Debtor since the effective date of the last furnished financial information which has not been reported to Lender in writing. (The provisions of this paragraph do not apply to Pledgors who are different parties from debtor.)

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2. Furnishing of Information on Collateral. Undersigned will furnish Lender information adequate to identify with accuracy all Collateral in a form and substance and at times as may be requested by Lender. Undersigned will also upon request deliver to Lender true copies of purchase orders, shipping and delivery receipts and invoices evidencing and describing the Collateral. Undersigned will execute such documents as Lender may from time to time require to enable Lender to perfect the security interest granted hereby and to receive proceeds of and distribution from or interests in the Collateral.

3. Inspection and Records. Undersigned will at all times maintain accurate books and records covering the Collateral. Lender is hereby given the right and privilege of making such inspections of the records as it deems necessary and of auditing or causing an audit for verification of the books and records of the Undersigned relating to the Collateral at any time and from time to time. Undersigned agrees to assist Lender in every way necessary to facilitate such audits and verifications.

B. LIEN STATUS, INSURANCE AND ORDINARY COURSE DISPOSITION

1. Ownership Free of Encumbrances. Except for the security interest granted hereby, Undersigned now owns, or will use the proceeds of the advances hereunder to become the owner of, the collateral free from any prior liens, security interests or encumbrances, and Undersigned warrants title to and will defend the Collateral against all claims and demands of persons claiming any interest therein adverse to the Lender. Undersigned will not permit any liens or security interests other than the Lender's security interest to attach to any of the Collateral, will not permit the Collateral to be levied upon, garnished or attached under any legal process, or permit any other thing to be done that may impair the value of the Collateral or the security interest afforded hereby.

BR

2. Sale, Lease, or Disposition of Collateral Prohibited. Undersigned shall not sell, transfer, exchange, lease or otherwise dispose of the Collateral or any part thereof or the Undersigned's rights therein without first obtaining the prior written consent of Lender: The consent of Lender may be conditioned upon any requirements which the Lender deems to be for its protection; and, it is understood and agreed that such consent will not be deemed to be effective unless and until such requirements and conditions have been fulfilled.

3. Financing Statement. No Financing Statement covering Collateral is on file in any public office. Undersigned agrees to join with Lender in executing one or more Financing Statements, or other instrument of encumbrance, in form satisfactory to Lender, in order to perfect, or to continue perfection of, the security interest of Lender which may arise hereunder.

4. Taxes. Undersigned shall promptly pay any and all taxes, assessments and license fees with respect to the Collateral or the use of the Collateral.

5. Adequate Insurance. Undersigned at own expense, if required by Lender, shall insure Collateral with companies acceptable to Lender against such casualties and in such amounts as prudent and adequate to protect Lender or as Lender shall require. All insurance policies shall be written for benefit of Undersigned and Lender as their interests appear and such policies or certified copies thereof evidencing same shall be furnished to Lender within ten days of date of this agreement. All policies of insurance shall provide for at least ten days prior written notice of cancellation to Lender. Lender may act as attorney for Undersigned in the procuring of insurance, in making, adjusting, and settling claims under or cancelling such insurance and in endorsing Undersigned's name on any drafts or checks drawn by insurers of Collateral.

EVENTS OF DEFAULT

Pledgor shall be in default under this Agreement upon the happening of any of the following events or conditions, herein called "Events of Default":

1. Any warranty, covenant, agreement, representation, financial information or statement made or furnished to Lender by or in behalf of Debtor or Pledgor to induce Lender to enter into this Agreement, or in conjunction therewith, is violated or proves to have been false in any material respect when made or furnished.

2. Any payment required hereunder or under any note or obligation of Debtor or Pledgor to this Lender or to others is not made when due or in accordance with terms of the applicable contract.

3. Debtor or Pledgor defaults in the performance of any covenant, obligation, warranty or provision contained in any Loan Agreement or in any other note or obligation of Debtor or Pledgor to Lender or to others.

4. The occurrence of any event or condition which results in acceleration of the maturity of any obligation of Debtor or Pledgor to Lender or to others under any note, indenture, agreement or undertaking.

5. Loss, theft, substantial damage to or destruction of Collateral.

6. The making of any levy against or seizure, garnishment or attachment of any Collateral, the consensual encumbrance thereof, or the sale, lease or other disposition of Collateral without the prior written consent of Lender as required elsewhere in this Agreement.

7. When in the judgment of Lender the Collateral becomes unsatisfactory or insufficient in character or value, and upon request Debtor fails to provide additional Collateral as required by Lender.

8. Any time Lender in its sole discretion believes the prospect of payment or performance of any liability, covenant, warranty or obligation of Debtor or Pledgor is impaired.

9. The death, dissolution, termination of existence or insolvency of Debtor or Pledgor, the appointment of a receiver over any part of Debtor's property or any part of the Collateral, as assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or Pledgor or any guarantor or surety for Debtor or Pledgor.

REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, Lender may at its option and without notice or demand to debtor or Pledgor except as otherwise provided by law, exercise any and all rights and remedies provided by the Uniform commercial Code of the state in which Lender is organized or holds its certificate of authority, as well as all other rights and remedies possessed by Lender, including, but not limited to:

1. Declare all liabilities secured hereby immediately due and payable, and/or proceed to enforce payment and performance of all liabilities secured hereby.

2. Possess all books and records evidencing or pertaining to the Collateral, and for this purpose Lender is hereby given authority to enter into and upon any premises at which such books and records or any part of them may be situated, and to remove them.

3. Apply that portion of the Collateral consisting of cash or cash equivalent items such as checks, drafts or deposited funds against any liabilities of Debtor or Pledgor selected by Lender, and for this purpose Undersigned agrees that cash or equivalents will be considered identical to cash proceeds. Lender shall have the right immediately and without further action by it to set off against the liabilities of Debtor secured hereby all money owed by Lender to Debtor and against the liabilities of Pledgor secured hereby all money owed by Lender to Debtor, whether due or not due, and Lender shall be deemed to have exercised such right to set off and to have made a charge against such money at the time of any acceleration upon default even though such charges made are entered on the Lender's books subsequent thereto.

4. Transfer any of the Collateral or evidence thereof into its own name or that of a nominee and receive the proceeds therefrom and hold the same as security for the liabilities secured hereby to Lender or apply it on or against any such liability. Lender may also demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, release or realize upon Collateral in its own name or in the name of the Pledgor as Lender may determine.

5. Sell or otherwise dispose of the Collateral. Unless Collateral in whole or part is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Debtor and Pledgor reasonable notice of the time and place of any public sale, or of the time after which any private sale or other disposition is to be made. Any requirement of notice shall be met if notice is mailed, postage prepaid, to the address provided for herein at least ten days before sale or other disposition or action. Lender shall be entitled to, and Undersigned shall be liable for, all reasonable costs and expenditures incurred in realizing on its security interest, including without limitation, court costs, fees for replevin bonds, storage, repossession costs, repair and preparation costs for sale, selling costs and reasonable attorneys' fees as set forth in any promissory note. All such costs shall be secured by the security interest in the Collateral covered herein.

6. Lender shall not be liable for failure to collect any account, enforce any contract right, or for any other act or omission on the part of Lender, its officers, agents or employees, except as the same constitutes a lack of good faith or failure to act in a commercially reasonable manner. Lender shall have acted in a commercially reasonable manner if its action or non-action is consistent with the general usage of lenders in the area of Lender's location at the time the action or non-action occurs, but this standard shall not constitute disapproval of any procedures which may be otherwise reasonable under the circumstances nor require Lender to take necessary steps to preserve rights against prior parties in an instrument or chattel paper.

GENERAL

1. Expenditures of Lender. At it option and after any written notice to Undersigned required by law, which notice Undersigned hereby agrees is sufficient if mailed, postage prepaid, to the address of Undersigned provided for herein at least ten days before the commencement of the performance of the duties specified therein, it is agreed Lender may discharge taxes, liens, security interests or other encumbrances on the Collateral and may pay for the repair of any damage to the Collateral, for the maintenance and preservation thereof and for insurance thereon. Undersigned shall be liable for and agrees to pay Lender for all expenditures of Lender for taxes on Collateral, for the discharge of liens, security interests or other encumbrances on the Collateral, for the repair of any damage to Collateral, and for all costs, attorneys' fees and other disbursements of Lender in connection with the foregoing, Undersigned agrees promptly to reimburse Lender for all such expenditures and until such reimbursement the amounts of such expenditures shall be considered a liability of Undersigned to Lender which is secured by this Agreement. In addition, Undersigned shall be liable for and agrees to pay Lender for all costs, attorneys' fees and other disbursements of Lender as allowed by law or provided for herein in the enforcement or collection of any note, warranty or liability of Undersigned to Lender, or in the realization upon or the enforcement or collection of any account receivable, contract right, promissory note, chattel paper, instrument, document or other Collateral in which Lender has a security interest. Undersigned agrees promptly to reimburse Lender for all such expenditures, and until such reimbursement the amount of such expenditures shall be considered a liability of Undersigned to Lender which is secured by this Agreement

2. Right of Offset. Any property, tangible or intangible of Undersigned in possession of Lender at any time during the term hereof, or any indebtedness due from Lender to Undersigned and any deposit or credit balances due from Lender to Undersigned, or any of the foregoing of any party hereto, is pledged to secure payment hereof and may at any time while the whole or any part of Undersigned's indebtedness to Lender remains unpaid, whether before or after maturity thereof, be appropriated, held or applied toward the payment of any obligation of Undersigned to Lender.

3. Applicable Law. The law of the jurisdiction where Lender is organized or holds its certificate of authority the undersigned who was entitled thereto shall control this Agreement.

4. Waivers. No act, delay or omission, including Lender's waiver of remedy because of any default hereunder, shall constitute a waiver of any of Lender's rights and remedies under this Agreement or any other agreement between the parties. All rights and remedies of Lender are cumulative and may be exercised singularly or concurrently, and the exercise of any one or more remedy will not be a waiver of any other. No waiver, change, modification or discharge of any of Lender's rights or of Undersigned's duties as so specified or allowed will be effective unless in writing and signed by a duly authorized officer of Lender, and any such waiver will not be a bar to the exercise of any right or remedy on any subsequent default, Undersigned hereby waives: (a) all demands and notices of any action taken by Lender under this Agreement or any other agreement between the parties or in connection with any notes; (b) any indulgence of Lender; and (c) any substitution for, exchange of, or release of all or any part of the Collateral or of other collateral securing obligations of Debtor to Lender. Undersigned also consents to the addition or release of person liable on any obligation of Debtor or Undersigned to Lender.

5. Agreement Binding on Assigns. this Agreement shall inure to the benefit of the successors and assigns of Lender and shall be binding upon the heirs, executors, administrators, successors and assigns of Undersigned.

6. Rights of Lender Assignable. Lender at any time and at its option may pledge, transfer or assign its rights under this agreement in whole or in part, and any pledgee, transferee or assignee shall have all the rights of Lender to the rights or parts thereof so pledged, transferred or assigned. The rights of the Undersigned hereunder may not be assigned.

7. Joint and Several Responsibility of Pledgor. If more than one Undersigned executes this Agreement, their responsibility hereunder shall be joint and several and the reference to Undersigned herein shall be deemed to refer to each Undersigned signing this Agreement.

8. Separability of Provisions. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

9. Copies. A carbon, photographic, or other reproduction of this Security Agreement or of any financing statement prepared or filed with respect hereto is sufficient as a financing statement.

10. Notice of Name Change, etc. Undersigned will immediately notify Lender of any change in his, her, or their name, identity, or organizational or corporate structure.

FORM APPROVED
OMB No. 2120-0042

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

0 2 2 9 8
CERT. ISSUE DATE
42-1
JUL 11 2000
FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL: Mooney M20F

AIRCRAFT SERIAL No.: 67-0368

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.)

HH Plus, LLC

TELEPHONE NUMBER: (916) 444-5859

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 2131 Capitol Ave, STE 300

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Sacramento	Ca	95816

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
HERBERT H. HOOPER	Manager	10-26-99
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

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

FLYING TIME EXTENDED 120 DAYS FROM JAN 03 2000

FILED WITH FAA
AIRCRAFT REGISTRATION BR
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OKLAHOMA CITY
OKLAHOMA

FILED WITH FAA
'00 APR 26 PM 3 03
OKLAHOMA CITY
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FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

0 0 0 0 2 6 4 8

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

HH026170

41-1

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL Mooney M20F

AIRCRAFT SERIAL No. 67-0368

CONVEYANCE RECORDED

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

'00 JUL 11 AM 11 43

Do Not Write In This Block
FOR FAA USE ONLY

FEDERAL AVIATION ADMINISTRATION

PURCHASER

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

HH Plus, LLC
2131 Capitol Ave, STE 300
Sacramento, CA 95816

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)
Allen S Bernstein	Allen S Bernstein	Owner
Dianna Bernstein	Dianna Bernstein	CO-Owner

993191339087
$ 5.00 11/15/1999

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

ORIGINAL: TO FAA

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
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OKLAHOMA CITY
OKLAHOMA

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FORM APPROVED
OMB No. 2120-0042

40-1

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

1 0 0 0 0 0 1 2 1 7

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL
Mooney M 20 F

AIRCRAFT SERIAL No.
670368

HK MAR 19 1998

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.)

Bernstein, Allen S.
or
Bernstein, Diana

TELEPHONE NUMBER: (520) 282-5426

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 312 Calle Linda

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Sedona	AZ	86336

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Allen S Bernstein Allen S. Bernstein	Co-owner	12-15-97
Diana Bernstein Diana Bernstein	Co-owner	12-15-97

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.

JAN 2 0 1998

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

FLYING TIME EXTENDED 120 DAYS FROM

FILED WITH FAA
AIRCR[illegible]ION BR

'98 JAN 20 A10:56

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

39-1

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

AIRCRAFT BILL OF SALE

0 0 0 0 0 0 1 2 6

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

HK012200

UNITED STATES REGISTRATION NUMBER N 3275 F

AIRCRAFT MANUFACTURER & MODEL
MOONEY M20 F

AIRCRAFT SERIAL No.
67 0368

DOES THIS 15th DAY OF Dec 1997 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE RECORDED

Do Not Write In This Block
FOR FAA USE ONLY

'98 MAR 19 AM 10 13

FEDERAL AVIATION ADMINISTRATION

PURCHASER

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

Bernstein, Allen S.
OR
Bernstein, Diana
312 Calle Linda
Sedona, AZ 86336

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 15th DAY OF Dec 19 97

SELLER

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

980201018185
$ 5.00 01/20/1998

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

ORIGINAL: TO FAA

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

39

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0043
EXP. DATE 6/30/84

38-1

HK012199

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.

10000002

PART I – CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Sauder, Richard M.
Sauder, Richard E.
Patterson, Bruce A.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
Grabill Bank
Grabill, IN

NAME OF SECURED PARTY'S ASSIGNOR (If assigned)

CONVEYANCE RECORDED
'98 MAR 19 AM 10 12
FEDERAL AVIATION ADMINISTRATION
SEE RECORDED CONVEYANCE
NUMBER C178017
FICHE# R PAGE# 21-3
Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N3275F	670368	Mooney M20F

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 3-3-79 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 4-13-79 AS CONVEYANCE NUMBER C178017

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: X 12/12/97

GRABILL BANK
(Name of security holder)

SIGNATURE (In ink) X [signature] VP

TITLE X 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):

AC Form 8050-41 (7-83) (0052-00-543-9001)

FILED WITH FAA
AIRCRA[illegible]ION BR

'98 JAN 20 A10 :56

OKLA[illegible] CITY
OKLAHOMA

38

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 9-27-93

FORM APPROVED
OMB No. 2120-0042

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

0 0 0 0 0 0 0 1 5 5 9

CERT. ISSUE DATE
KK SEP 24 1993
37-1
FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL Mooney M20F

AIRCRAFT SERIAL No. 670368

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.)
Ferguson, Ronney L.

TELEPHONE NUMBER: (

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 13 Collins Crest Court

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Greenville	SC	29607

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Ronney L. Ferguson	Owner	9-6-93
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

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

37

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 9-27-93

FORM APPROVED
OMB NO. 2120-0042

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION 0 0 0 0 1 5 5 8

AIRCRAFT BILL OF SALE

36-1
KK 18379

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

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL Mooney M20F

AIRCRAFT SERIAL No. 670368

DOES THIS 2nd DAY OF Sept. 19 93 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE RECORDED
Do Not Write In This Block
FOR FAA USE ONLY
SEP 24 11 31 AM '93
FEDERAL AVIATION ADMINISTRATION

PURCHASER

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

Ron Ferguson
13 Collins Crest Court
Greeneville, SC 29607

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)
Bill Thornton	Bill Thornton	owner
Mike Johnston	Mike Johnston	owner

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

REGSTR CD 5.00
1490 001 9/10/93

ORIGINAL: TO FAA

AC FORM 8050-2 (8-85) (0052-00-629-0002)

36

CAMERA NO. 1 DATE: 4-10-92

35-1

DOI 122691

Revised

UU MAR 16 '92

February 27, 1992

Federal Aviation Administration
P.O. Box 25504
Oklahoma City, OK 73125

To Whom it May Concern:

I, Bill Thornton, am 1/2 owner of a M20F Mooney N3275F. Please change my mailing address from: P. O. Box 8034, Kingsport, TN 37660, to: 124 Columbine Road, Kingsport, TN 37660.

Thank you very much,

Bill Thornton

Bill Thornton

CAMERA NO. / DATE: 4-10-92

35

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 12-31-91

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

0 0 0 0 0 0 1 0 4 0

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

CERT. ISSUE DATE
34-1
B 12 26 91

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL
Mooney M20F

AIRCRAFT SERIAL No.
670368

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.)

Johnston, Michael G.
THORNTON Bill

TELEPHONE NUMBER: (615) 378 -3060

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: P.O. Box 8034

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Kingsport	TN	37660

☐ **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: Bill Thornton), 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
MICHAEL G. JOHNSTON		8/29/91
Bill Thornton BILL THORNTON	REGSTR.	CO 5.00
	4936 001	9/24/91

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

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

FAA AIRCRAFT REGISTRY
(AMERA NO. 2N DATE: 12-31-91

34

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 24 10 06 AM '91
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 12-31-91

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0042

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B 8 7 7 5 9

33-1

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER N3275F

AIRCRAFT MANUFACTURER & MODEL Mooney M20F

AIRCRAFT SERIAL No. 670368

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

CONVEYANCE RECORDED

DEC 26 7 50 AM '91

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.)

Thornton, Bill
Johnston, Michael
124 Columbine
Kingsport, TN 37660

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)
	EQUITHRIFT INC	
Equithrift, Inc.	[signature]	President
Georgia Financial Services, Inc.	[signature]	President
Jack Brock	Jack Brock	Co-owner

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

ORIGINAL: TO FAA

AC FORM 8050-2 (8-85) (0052-00-629-0002)

CAMERA NO. 2W DATE 12-12-91

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

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

CERT. ISSUE DATE 33-1

B 12 26 91

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL Mooney M20F

AIRCRAFT SERIAL No. 670368

TYPE OF REGISTRATION (Check one box)

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

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

Johnston, Michael G.
Thornton Bill

TELEPHONE NUMBER: (615) 378-3060

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: P.O. Box 8034

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Kingsport	TN	37660

☐ 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: Bill Thornton), 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
MICHAEL G. JOHNSTON		8/29/91
Bill Thornton		
BILL THORNTON 91	REGSTR	CD 5:00
	4936 001	9/24/91

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N 12 - 371 L 91

34

VOID

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 21 10 06 AM '91
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 12-31-91

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0042

AIRCRAFT BILL OF SALE

0 0 0 0 3 1 5
B 8 7 7 5 9
34-1

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

UNITED STATES REGISTRATION NUMBER: N3275F

AIRCRAFT MANUFACTURER & MODEL: Mooney M20F

AIRCRAFT SERIAL No.: 670368

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

CONVEYANCE RECORDED
DEC 26 7 50 AM '91
FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block — FOR USE ONLY

PURCHASER

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

Thornton, Bill
Johnston, Michael
124 Columbine
Kingsport, TN 37660

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)
Equithrift, Inc.	Equithrift, Inc.	President
Georgia Financial Services, Inc.		President
Jack Brock	Jack Brock	Co-owner

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

ORIGINAL: TO FAA

AC FORM 8050-2 (8-85) (0052-00-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 12 - 31 - 91

33

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
'91 DEC 10 AM 9 10
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 N DATE: 3 - 13 - 90

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

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

CERT. ISSUE DATE 32-1

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL Mooney M20F (Mooney M-20F)

AIRCRAFT SERIAL No. 670368

A022390
FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

Equithrift, Inc.
Georgia Financial Services, Inc.
Brock, Jack

TELEPHONE NUMBER: (404) 532-0851

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 510 West Ave., Sutie 600

Rural Route: P.O. Box: 2897

CITY	STATE	ZIP CODE
Gainesville	GA	30503

☐ 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
Equithrift, Inc. by: [signature]	Pres.	1/31/90
Georgia Financial Ser. by: [signature]	Pres.	1/31/90
Jack Brock	co-owner	1/31/90

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

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

32

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 N DATE: 3 - 13 - 90

FORM APPROVED
OMB NO. 2120-0042

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

0 0 0 0 0 0 0 0 1 2 0

AIRCRAFT BILL OF SALE

31 - 1

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

UNITED STATES REGISTRATION NUMBER N3275F

A 3 7 3 9 0

AIRCRAFT MANUFACTURER & MODEL Mooney M20F

AIRCRAFT SERIAL No. 670368

DOES THIS 31st DAY OF Jan 19 90 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE RECORDED

Do Not Write In This Block. FOR FAA USE ONLY

FEB 23 9 06 AM 90
FEDERAL AVIATION ADMINISTRATION

PURCHASER

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

Equithrift, Inc.
Georgia Financial Services, Inc.
Brock, Jack
510 West Ave., Suite 600
PO Box 2897
Gainesville, GA 30503

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 31 DAY OF jan 19 90

SELLER

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

REGSTR CO 5.00
2869 001 2/13/90

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

ORIGINAL: TO FAA

AC FORM 8050-2 (8-85) (0052-00-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 N DATE: 3 - 13 - 90

31

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
FEB 13 2 58 PM '90
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 7-21-89

FORM APPROVED
OMB No. 2120-0042

30-1

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

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 3275F ~~0 0 0 0 0 0~~ 0 2 0 5 8

AIRCRAFT MANUFACTURER & MODEL Mooney M20F

AIRCRAFT SERIAL No. 670368

2A JUN 29 1989
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.)

Blackley, Donald, W., M.D.

TELEPHONE NUMBER: ( )

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 4186 Arlington Road

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Evans	Georgia	30809

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Donald W. Blackley, MD Donald W. Blackley, M.D.	Owner	4-28-89
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (8-84) (0052-00-628-9005)

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 7-21-89

30

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 7-21-89

FORM APPROVED: OMB NO 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY.

29-1

AIRCRAFT BILL OF SALE

0 0 0 0 0 0 0 2 0 5 7

252715

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

AIRCRAFT MAKE AND MODEL
1967 M20F Mooney

MANUFACTURER'S SERIAL NUMBER
670368

NATIONALITY & REGISTRATION MARKS

CONVEYANCE RECORDED
JUN 29 12 31 PM '89
FEDERAL AVIATION ADMINISTRATION

DOES THIS 28th DAY OF April 19 89 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)

Blackley, Donald W., M.D.
4186 Arlington Road
Evans, GA 30809

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 28th DAY OF April 19 89

SELLER

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

DOCUMENTARY STAMP ONLY
JUN 29 3 22 PM '89
EVIDENCE OF RECORDING
CONVEYANCE FILED WITH

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

ORIGINAL: TO FAA 2:39 PM 0907 0 255 A 06/05/89 5.00 REG

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 7-21-89

29

FORM APPROVED
OMB NO. 04-R0075

DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL: 1967 M20F Mooney

MANUFACTURER'S SERIAL NUMBER: 670368

NATIONALITY & REGISTRATION MARKS:

DOES THIS 28th DAY OF April '89 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

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

Blackley, Donald W., M.D.
4185 Arlington Road
Evans, GA 30809

PURCHASER

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 28th DAY OF April, 89

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

SELLER

CONVEYANCE FILED WITH FAA AIRCRAFT REGISTRY
JUN 5 3 55 PM '89
OKLAHOMA CITY, OKLA

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

ORIGINAL: TO FAA

2:39 PM 0907 0 255 A 06/05/89 5.00 REG

AC FORM 8050-2 (4-71)(0072-429-0083)

CONVEYANCE RECORDED
JUN 29 12 5 PM '89
FEDERAL AVIATION ADMINISTRATION

25271 5

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 5-24-88

28-1 FORM APPROVED OMB No. 2120-0042

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

00963
CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL
Mooney Executive M20F

AIRCRAFT SERIAL No.
670368

Y050288
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.)

Kemp, Larry L.

TELEPHONE NUMBER: (813) 372 - 8819

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 2013 Bellingham Court

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
New Port Richey	FL	34655

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	Individual Owner	4/13/88
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (8-84) (0052-00-628-9005)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 5-24-88

28

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
APR 20 3 22 PM 88
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 5-24-88

27-1

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

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

0 0 0 0 0 0 0 9 9 6 2

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

Y 2 7 7 6 5

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL
Mooney Executive M20F

AIRCRAFT SERIAL No.
670368

DOES THIS 13th DAY OF April 1988 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE RECORDED
MAY 3 '88 PM 00

Do Not Write In This Block
FOR FAA USE ONLY

FEDERAL AVIATION ADMINISTRATION

PURCHASER

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

Kemp, Larry L
2013 Bellingham Court
New Port Richey, FL 34655

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 13 DAY OF Apr 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)
Allen Haberman	x Allen Haberman	Individual Owner

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

5.00 REG
11:47 AM 4413 0 255 A 04/20/88

ORIGINAL: TO FAA

AC FORM 8050-2 (9-82) (0052-00-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

26-1

0000007 6

BANK OF INDIAN ROCKS

INDIAN ROCKS BEACH, FLORIDA 33535 P. O. BOX 398
TELEPHONE (813) 595-2501

K 26922

CONVEYANCE RECORDED
May 14 2 02 PM '80
FEDERAL AVIATION ADMINISTRATION

RELEASE OF LIEN

The Bank of Indian Rocks hereby releases it's lien upon one 1977 Mooney M20F, Aircraft Serial No. 670368, U.S. Registration No. N3275F which is owned by Alan J. Haberman. The Bank of Indian Rocks no longer has any interest in this aircraft. Security Agreement 1-30-80, Recorded 3-13-80, Doc. C183519

Date April 8, 1980

Matthew R. Masem, Jr., Asst. Cashier

STATE OF FLORIDA
COUNTY OF PINELLAS

SUBSCRIBED and sworn to before me, a Notary Public in and for said State and County, this 8th day of April, 1980.

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires June 12, 1982
Bonded By American Fire & Casualty Company

NOTARY

SEAL

A FULL SERVICE BANK "NEAR AND NEIGHBORLY"

SUBMITTED BY L.A.S.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

25-1

0 0 0 0 0 1 2 1 4

Contract No.

SECURITY AGREEMENT
CONSUMER GOODS & EQUIPMENT
BANK OF INDIAN ROCKS
INDIAN ROCKS, FLORIDA

C 1 8 3 5 1 9

MAR 13 / 25 AM '80
FEDERAL AVIATION ADMINISTRATION
CONVEYANCE TYPE

HABERMAN, Alan J. (and if more than one, each of them jointly and severally), hereinafter called "Borrower", of 14321 Josephine Rd. LaPalma
[Name(s) of Borrower(s)] [No. and Street] [City]

Pinellas Fl., for value received and intending to be legally bound, hereby grants to
[County] [State]

BANK OF INDIAN ROCKS, INDIAN ROCKS, FLORIDA hereinafter called "Secured Party" a security interest in the following property:

New or Used	Year Model	Manufacturer or Make (Trade Name)	Description of Collateral	Model Number or Series	Manufacturer's Serial No.	
U	1967	Mooney		M20F Aircraft Serial #670		368
				U.S. Registration #N3275F		

SEE RECORDED CONVEYANCE NUMBER K 26922

2AFS

...ether with all increases, parts, fittings, accessories, equipment, and special tools now or hereafter affixed to any or any part thereof or used in connection with any thereof, and all replacements of all or any part thereof (all of which is hereafter called "Collateral"), to secure the payment of a promissory note or notes executed by Borrower in the amount of Eleven Thousand----------00 Dollars ($ 11,000.00), of even date herewith, and any and all extensions or renewals thereof, and any and all other liabilities or obligations (primary, secondary, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired, of each borrower (including each Borrower and any other person) to Secured Party (all the foregoing being hereinafter called the "liabilities"), and also to secure the performance by Borrower of the agreements hereinafter set forth.

Borrower hereby warrants and agrees that:

1. (a) Borrower is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby; (b) Borrower has the right to make this agreement; and (c) The Collateral is used or acquired for use primarily for the purpose checked: ☐ personal family or household purposes; ☐ farm purposes; or ☐ business purposes; and (d) If checked here ☐, the Collateral is being acquired with the proceeds of the loan provided for in or secured by this agreement, and said proceeds will be used for no other purpose, and Borrower hereby authorizes Secured Party to disburse such proceeds or any part thereof directly to the seller of the Collateral or to the insurance agent or broker, or both, as shown on Secured Party's records.

2. (a) The Collateral will be kept at _____
[No. and Street] [City] [County] [State]
or if left blank, at the address shown at the beginning of this agreement; Borrower will promptly notify Secured Party of any change in the location of the Collateral within said state; and Borrower will not remove the Collateral from said state without the written consent of Secured Party. (b) If the Collateral is used or acquired for use primarily for personal, family or household purposes, or for farm purposes, Borrower's residence in Florida is that shown at the beginning of this agreement and Borrower will immediately notify Secured Party of any change in the location of said residence.

3. (a) If the Collateral is acquired or used primarily for business use and is of a type normally used in more than one state, whether or not so used, and Borrower has a place of business in more than one state, the chief place of business of Borrower is: _____
[No. and Street]
_____ or, if left blank, is that shown at the beginning of this agreement, and Borrower
[City] [County] [State]
will immediately notify Secured Party in writing of any change in Borrower's chief place of business. (b) If certificates of title are issued or outstanding with respect to any of the Collateral, Borrower will cause the interest of Secured Party to be properly noted thereon and deliver such certificates of title to Secured Party.

◆ LASER LITHO ◆

4. Borrower will defend the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein.

5. No Financing Statement covering any Collateral or any proceeds thereof is on file in any public office; Borrower authorizes Secured Party to file, in jurisdictions where this authorization will be given effect, a Financing Statement signed only by the Secured Party describing the Collateral in the same manner as it is described herein; and from time to time at the request of Secured Party, execute one or more Financing Statements and such other documents (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by the Secured Party) and do such other acts and things, all as the Secured Party may request to establish and maintain a valid security interest in the Collateral (free of all other liens and claims whatsoever) to secure the payment of the liabilities, including, without limitation, deposit with Secured Party of any certificates of title issuable with respect to any of the Collateral and notation thereon of the security interest hereunder.

6. Borrower will not (a) permit any liens or security interests (other than Secured Party's security interest) to attach to any of the Collateral; (b) permit any of the Collateral to be levied upon under any legal process; (c) sell, transfer, lease, or otherwise dispose of any of the Collateral or any interest therein, or offer so to do, without the prior written consent of Secured Party; (d) permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this agreement; or (e) permit the Collateral to be or become a fixture (and it is expressly covenanted, warranted and agreed, that the Collateral, and every part thereof, whether affixed to any realty or not, shall be and remain personal property), or to become an accession to other goods or property.

7. Borrower will (a) at all times keep the Collateral insured against loss, damage, theft, and such other risks as Secured Party may require in such amounts and companies and under such policies and in such form, and for such periods, as shall be satisfactory to Secured Party, and each such policy shall provide that loss thereunder and proceeds payable thereunder shall be payable to Secured Party as its interest may appear (and Secured Party may apply any proceeds of such insurance which may be received by Secured Party toward payment of the liabilities, whether due or not due, in such order of application as Secured Party may determine) and each such policy shall provide for 10 days' written minimum cancellation notice to Secured Party; and each such policy shall, if Secured Party so requests, be deposited with Secured Party; and Secured Party may act as attorney for Borrower in obtaining, adjusting, settling, and cancelling such insurance and indorsing any drafts; (b) at all times keep the Collateral free from any adverse lien, security interest, or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof.

8. (a) Borrower will not use the Collateral or permit the same to be used in violation of any statute or ordinance; and Secured Party may examine and inspect the Collateral at any time, wherever located. (b) Borrower will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes or other writing evidencing the liabilities, or any of them.

9. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral. Borrower agrees to reimburse Secured Party on demand for any payment made, or any expense incurred, by Secured Party, pursuant to the foregoing authorization. Until default, Borrower may have possession of Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

10. Borrower shall be in default under this agreement upon the happening of any of the following events or conditions: failure or omission to pay when due any liability (or any installment thereof or interest thereon), or default in the payment or performance of any obligation, covenant, agreement, or liability contained or referred to herein; (b) any warranty, representation, or statement made or furnished to Secured Party by or on behalf of any Borrower proves to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale, or encumbrance to or of any of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon; (d) any Obligor (which term, as used herein, shall mean each Borrower and each other party primarily or secondarily or contingently liable on any of the liabilities) becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Obligor alleging that such Obligor is insolvent or unable to pay debts as they mature; (e) entry of any judgment against any Obligor; (f) death of any Obligor who is a natural person, or of any partner of any Obligor which is a partnership; (g) dissolution, merger or consolidation, or transfer of a substantial part of the property of any Obligor which is a corporation or a partnership; (h) appointment of a receiver for the Collateral or any thereof or for any property in which any Borrower has any interest.

11. Upon the occurrence of any such default or at any time thereafter, or whenever the Secured Party feels insecure for any reason whatsoever, Secured Party may, at its option, declare all liabilities secured hereby, or any of them (notwithstanding any provisions thereof), immediately due and payable without demand or notice of any kind and the same thereupon shall immediately become and be due and payable without demand or notice (but with such adjustments, if any, with respect to interest or other charges as may be provided for in the promissory note or other writing evidencing such liability), and Secured Party shall have and may exercise from time to time any and all rights and remedies of a Secured Party under the Uniform Commercial Code and any and all rights and remedies available to it under any other applicable law; and upon request or demand of Secured Party, Borrower shall, at its expense, assemble the Collateral and make it available to the Secured Party at a convenient place acceptable to Secured Party; and Borrower shall promptly pay all costs of Secured Party of collection of any and all the liabilities, and enforcement of rights hereunder, including reasonable attorneys' fees and legal expenses and expenses of any repairs to any of the Collateral and expenses of any repairs to any realty or other property to which any of the Collateral may be affixed. Any notice of sale, disposition or other intended action by Secured Party, sent to Borrower at the address of Borrower specified above or at any other address shown on the records of Secured Party, at least five days prior to such action, shall constitute reasonable notice to Borrower. Expenses of retaking, holding, preparing for sale, selling, or the like, shall include Secured Party's reasonable attorneys' fees and legal expenses. Any excess or surplus of proceeds of any disposition of any of the Collateral may be applied by Secured Party toward payment of such of the liabilities, and in such order of application, as Secured Party may from time to time elect.

12. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay or omission on the part of Secured Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Secured Party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Time is of the essence of this agreement. The provisions of this agreement are cumulative and in addition to the provisions of any note secured by this agreement, and Secured Party shall have all the benefits, rights and remedies of and under any note secured hereby. If more than one party shall execute this agreement, the term "Borrower" shall mean all parties signing this agreement and each of them, and all such parties shall be jointly and severally obligated and liable hereunder. The singular pronoun, when used herein, shall include the plural and the neuter shall include masculine and feminine. If this agreement is not dated when executed by the Borrower, the Secured Party is authorized, without notice to the Borrower, to date this agreement. This agreement shall become effective as of the date of this agreement. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all liabilities of Borrower shall bind the heirs, executors, administrators, successors and assigns of each Borrower.

13. This agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

IN WITNESS WHEREOF, this agreement has been duly executed as of the 30th day of January, 19 80.

Signed, sealed and delivered in the presence of:

Allen J. Haberman OWNER (SEAL)
Allen J. Haberman

(SEAL)

(SEAL)
Borrower

[Secured Party need sign only if agreement is to be used as a Financing Statement]

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

24-1

000001215

C183518

CONVEYANCE RECORDED
MAR 13 7 24 AM '80
FEDERAL AVIATION ADMINISTRATION

GRABILL BANK

GRABILL, INDIANA 46741 Phone (219) 627-2143

RELEASE OF LIEN

Grabill Bank hereby releases it's lien upon one 1967 Mooney M20F, Aircraft Serial No. 670368, U.S. Registration No. N3275F which is owned by Richard M. Sauder, Richard E. Sauder, and Bruce A. Patterson. Grabill Bank no longer has any interest in this aircraft.

Grabill Bank

Date August 17, 1979 Brent L. Clifton

Brent L. Clifton, Asst. Vice Pres.

SUBSCRIBED and sworn to before me, a Notary Public in and for said State and County, this 17 day of August, 19 79.

My commission expires:

June 30, 1981 Judy E. Bergman

Judy E. Bergman Notary Public

SEAL

My County of Residence is Allen County.

Prepared by B. Clifton

MEMBER FDIC

SUBMITTED BY L.A.I.S.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED: OMB No. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

0 0 0 0 1 4 2 1 23-1

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

CERT. ISSUE DATE 11 01 79

NATIONALITY AND REGISTRATION MARKS N3275F

AIRCRAFT MAKE AND MODEL Mooney M20F

AIRCRAFT SERIAL No. 670368

FOR FAA USE ONLY

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

HABERMAN ALLEN J.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 14321 Josephine Rd. Largo, FL

Rural Route: P. O. Box:

☐ CHECK HERE IF ADDRESS CHANGE	CITY	STATE	ZIP CODE
	Largo	FL	33540

(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
Allen J Haberman	Owner	10-5-9
N/A		
N/A		

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

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

23

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED:
OMB NO. 04-R0075

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION 0 0 0 0 0 1 4 2 0

22-1

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER N 3275F

AIRCRAFT MANUFACTURER & MODEL Mooney M20F

AIRCRAFT SERIAL No. 670368

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

NOV 1 11 08 AM '80
FEDERAL AVIATION ADMINISTRATION

CONVEYANCE RECORDED

22234

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.)

HABERMAN ALLEN J
14321 Josephine Rd.
Largo, FL. 33540

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 WE HAVE SET OUR HAND AND SEAL THIS 17th DAY OF AUG 19 79

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
Richard M. Sauder	Richard M. Sauder	CO-OWNER
Richard E. Sauder	Richard E. Sauder	CO-OWNER
Bruce A. Patterson	Bruce A. Patterson	CO-OWNER

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

ORIGINAL: TO FAA

AC FORM 8050-2 (9-76) (0052-629-0002)

CB 005.00

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY

OCT 17 11 29 AM '79

OKLAHOMA CITY
OKLAHOMA

22

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

0 0 0 0 0 0 3 7 3 21-3

SEE RECORDED CONVEYANCE NUMBER C183518

UCC-35

SECURITY AGREEMENT

(General)

Richard M. Sauder, Richard E. Sauder, & Bruce A. Patterson ("Borrower") grants to Grabill Bank a security interest in the following described property:

1967 Monney 4 Place Airplane Model M 20F Ser. #670368

together with all tools, accessories, parts, equipment and accessions now attached to or which may hereafter at any time be placed in or added to the above described property; also any replacements of such property herein described ("Collateral") to secure the payment of that certain indebtedness evidenced by a promissory note or notes executed by the Borrower to the Bank in the principal sum of Twenty two thous. seven hund. fifty and 00/100 Dollars ($ 22,750.00) of even date herewith or any extensions or renewals thereof and all other liabilities of the Borrower in favor of the Bank, direct or indirect, absolute or contingent, now existing or hereafter arising, all of which the Borrower agrees to pay without relief from valuation or appraisement laws and with attorneys' fees, also to secure the payment of any and all future advances that may be made by the Bank to the Borrower during the term of their Agreement, equally with and to the same extent as the monies originally advanced under this Agreement.

Borrower hereby warrants and agrees that:

1. The Collateral is being acquired for the following primary use: ☐ personal, or family use, ☒ business use, or ☐ farming operations.

2. The Collateral ☒ will ☐ will not be acquired with the proceeds of the loan provided for in this Agreement. (In the event the Collateral will be acquired with the proceeds of the loan, the Bank may disburse such proceeds to the seller of the Collateral.)

3. The Collateral will be kept at the address of the Borrower set out below, which in the case of a business is the address of the principal office of such business within this state. Borrower will not remove the Collateral from the state without the prior written consent of the Bank. If the Collateral is being acquired for farming use and the Borrower is not a resident of Indiana, the Collateral will be kept at the address set forth in the description of the Collateral. Borrower will immediately give written notice to the Bank of any change of address and in the case of a business, any change in its principal place of business and if the Collateral consists of equipment normally used in more than one state, any use of the Collateral in any jurisdiction other than a state in which the Borrower shall have previously advised the Bank such Collateral will be used.

4. Borrower has, or will acquire, full and clear title to the Collateral and except for the security interest granted herein, will at all times keep the Collateral free from any adverse lien, security interest or encumbrance.

5. In the event the Collateral will be attached to real estate, the description of such real estate and the known owner of record of such real estate are set forth in the description of the Collateral. If the Collateral is attached to such real estate prior to the perfection of the security interest granted herein, the Borrower will, on demand, furnish the Bank with a disclaimer or disclaimers executed by persons having an interest in such real estate.

6. No financing statement covering all or any portion of the Collateral is on file in any public office.

7. Borrower authorizes the Bank at the expense of the Borrower to execute and file on its behalf a financing statement or statements in those public offices deemed necessary by the Bank to protect its security interest in the Collateral. Borrower will deliver or cause to be delivered to the Bank any certificate or certificates of title to the Collateral with the security interest of the Bank noted thereon.

8. Borrower will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the prior written consent of the Bank.

9. Borrower will at all times keep the Collateral insured against loss, damage, theft and other risks in such amounts, under such policies and with such companies as shall be satisfactory to the Bank, which policies shall provide that any loss thereunder shall be payable to the Bank as its interest may appear and the Bank may apply the proceeds of such insurance against the outstanding indebtedness of the Borrower, regardless of whether all or any portion of such indebtedness is due and owing. All policies of insurance so required shall be placed in the possession of the Bank.

Upon failure of the Borrower to procure such insurance or to remove any encumbrance upon the Collateral or if such insurance is cancelled, the indebtedness secured hereby shall become immediately due and payable at the option of the Bank, without notice or demand, or the Bank may procure such insurance or remove any encumbrance on the Collateral and the amount so paid by the Bank shall be immediately repayable and shall be added to and become a part of the indebtedness secured hereby and shall bear interest at the rate of eight percent (8%) per annum, until paid.

10. Borrower will keep the Collateral in good order and repair and will not waste or destroy the Collateral or any portion thereof. Borrower will not use the Collateral in violation of any statute or ordinance or any policy of insurance thereon and the Bank may examine and inspect such Collateral at any reasonable time or times wherever located.

11. Borrower will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation.

12. The occurrence of any one of the following events shall constitute default under this Security Agreement: (a) nonpayment when due of any installment of the indebtedness hereby secured or failure to perform any agreement contained herein; (b) any statement, representation, or warranty at any time furnished the Bank is untrue in any material respect as of the date made; (c) Borrower becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors or any proceeding is instituted by or against the Borrower alleging that such Borrower is insolvent or unable to pay debts as they mature; (d) entry of judgment against the Borrower; (e) loss, theft, substantial damage, destruction, sale or encumbrance to or of all or any portion of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (f) death of the Borrower who is a natural person or of any partner of the Borrower which is a partnership; (g) dissolution, merger or consolidation or transfer of a substantial portion of the property of the Borrower which is a corporation or a partnership; or (h) the Bank deems itself insecure for any other reason whatsoever. When an event of default shall be existing, the note or notes and any other liabilities may at the option of the Bank and without notice or demand be declared and thereupon immediately shall become due and payable and the Bank may exercise from time to time any rights and remedies of a secured party under the Uniform Commercial Code or other applicable law. Borrower agrees in the event of default to make the Collateral available to the Bank at a place acceptable to the Bank which is convenient to the Borrower. If any notification or disposition of all or any portion of the Collateral is required by law, such notification shall be deemed reasonable and properly given if mailed at least ten (10) days prior to such disposition, postage prepaid to the Borrower at its latest address appearing on the records of the Bank. Expenses of retaking, holding, repairing, preparing for sale and selling, shall include the Bank's reasonable attorneys' fees and expenses. Any proceeds of the disposition of the Collateral will be applied by the Bank to the payment of expenses of retaking, holding, repairing, preparing for sale and selling the Collateral, including reasonable attorneys' fees and legal expenses and any balance of such proceeds will be applied by the Bank to the payment of the indebtedness then owing the Bank.

No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If more than one party shall execute this Agreement, the term "Borrower" shall mean all parties signing this Agreement and each of them, and such parties shall be jointly and severally obligated hereunder. The neuter pronoun, when used herein, shall include the masculine and the feminine and also the plural. If this Agreement is not dated when executed by the Borrower, the Bank is authorized, without notice to the Borrower, to date this Agreement.

This Agreement has been delivered at Grabill Bank and shall be construed in accordance with the laws of the State of Indiana. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

This Agreement shall be binding upon the heirs, administrators and executors of the Borrower and the rights and privileges of the Bank hereunder shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed on this 3 day of March, 1979

Richard M. Sauder

Richard E. Sauder

Bruce A. Patterson

Address RR #3, Box 33, Grabill, IN 46741

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

21-2

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
APR 5 12 07 PM '79
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

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0 0 0 0 0 0 3 7 4

UCC-35

SECURITY AGREEMENT

(General)

Sauder Patterson Aircraft Partnership
By: R. Monty, Richard E. , R. M. Sauder and
Bruce A. Patterson ("Borrower") grants to Grabill Bank a security interest in the following described property:

1967 Monney 4 Place Airplane Model M 20F Ser 670368

together with all tools, accessories, parts, equipment and accessions now attached to or which may hereafter at any time be placed in or added to the above described property; also any replacements of such property herein described ("Collateral") to secure the payment of that certain indebtedness evidenced by a promissory note or notes executed by the Borrower to the Bank in the principal sum of Twenty Two Thousand Seven Hundred Fifty and no/00 Dollars ($ 22,750.00) of even date herewith or any extensions or renewals thereof and all other liabilities of the Borrower in favor of the Bank, direct or indirect, absolute or contingent, now existing or hereafter arising, all of which the Borrower agrees to pay without relief from valuation or appraisement laws and with attorneys' fees; also to secure the payment of any and all future advances that may be made by the Bank to the Borrower during the term of their Agreement, equally with and to the same extent as the monies originally advanced under this Agreement.

Borrower hereby warrants and agrees that:

1. The Collateral is being acquired for the following primary use: ☐ personal, or family use, ☒ business use, or ☐ farming operations.

2. The Collateral ☒ will ☐ will not be acquired with the proceeds of the loan provided for in this Agreement. (In the event the Collateral will be acquired with the proceeds of the loan, the Bank may disburse such proceeds to the seller of the Collateral.)

3. The Collateral will be kept at the address of the Borrower set out below, which in the case of a business is the address of the principal office of such business within this state. Borrower will not remove the Collateral from the state without the prior written consent of the Bank. If the Collateral is being acquired for farming use and the Borrower is not a resident of Indiana, the Collateral will be kept at the address set forth in the description of the Collateral. Borrower will immediately give written notice to the Bank of any change of address and in the case of a business, any change in its principal place of business and if the Collateral consists of equipment normally used in more than one state, any use of the Collateral in any jurisdiction other than a state in which the Borrower shall have previously advised the Bank such Collateral will be used.

4. Borrower has, or will acquire, full and clear title to the Collateral and except for the security interest granted herein, will at all times keep the Collateral free from any adverse lien, security interest or encumbrance.

5. In the event the Collateral will be attached to real estate, the description of such real estate and the known owner of record of such real estate are set forth in the description of the Collateral. If the Collateral is attached to such real estate prior to the perfection of the security interest granted herein, the Borrower will, on demand, furnish the Bank with a disclaimer or disclaimers executed by persons having an interest in such real estate.

6. No financing statement covering all or any portion of the Collateral is on file in any public office.

7. Borrower authorizes the Bank at the expense of the Borrower to execute and file on its behalf a financing statement or statements in those public offices deemed necessary by the Bank to protect its security interest in the Collateral. Borrower will deliver or cause to be delivered to the Bank any certificate or certificates of title to the Collateral with the security interest of the Bank noted thereon.

8. Borrower will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the prior written consent of the Bank.

9. Borrower will at all times keep the Collateral insured against loss, damage, theft and other risks in such amounts, under such policies and with such companies as shall be satisfactory to the Bank, which policies shall provide that any loss thereunder shall be payable to the Bank as its interest may appear and the Bank may apply the proceeds of such insurance against the outstanding indebtedness of the Borrower, regardless of whether all or any portion of such indebtedness is due and owing. All policies of insurance so required shall be placed in the possession of the Bank.

Upon failure of the Borrower to procure such insurance or to remove any encumbrance upon the Collateral or if such insurance is cancelled, the indebtedness secured hereby shall become immediately due and payable at the option of the Bank, without notice or demand, or the Bank may procure such insurance or remove any encumbrance on the Collateral and the amount so paid by the Bank shall be immediately repayable and shall be added to and become a part of the indebtedness secured hereby and shall bear interest at the rate of eight percent (8%) per annum, until paid.

10. Borrower will keep the Collateral in good order and repair and will not waste or destroy the Collateral or any portion thereof. Borrower will not use the Collateral in violation of any statute or ordinance or any policy of insurance thereon and the Bank may examine and inspect such Collateral at any reasonable time or times wherever located.

11. Borrower will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation.

12. The occurrence of any one of the following events shall constitute default under this Security Agreement: (a) nonpayment when due of any installment of the indebtedness hereby secured or failure to perform any agreement contained herein; (b) any statement, representation, or warranty at any time furnished the Bank is untrue in any material respect as of the date made; (c) Borrower becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors or any proceeding is insituted by or against the Borrower alleging that such Borrower is insolvent or unable to pay debts as they mature; (d) entry of judgment against the Borrower; (e) loss, theft, substantial damage, destruction, sale or encumbrance to or of all or any portion of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (f) death of the Borrower who is a natural person or of any partner of the Borrower which is a partnership; (g) dissolution, merger or consolidation or transfer of a substantial portion of the property of the Borrower which is a corporation or a partnership; or (h) the Bank deems itself insecure for any other reason whatsoever. When an event of default shall be existing, the note or notes and any other liabilities may at the option of the Bank and without notice or demand be declared and thereupon immediately shall become due and payable and the Bank may exercise from time to time any rights and remedies of a secured party under the Uniform Commercial Code or other applicable law. Borrower agrees in the event of default to make the Collateral available to the Bank at a place acceptable to the Bank which is convenient to the Borrower. If any notification or disposition of all or any portion of the Collateral is required by law, such notification shall be deemed reasonable and properly given if mailed at least ten (10) days prior to such disposition, postage prepaid to the Borrower at its latest address appearing on the records of the Bank. Expenses of retaking, holding, repairing, preparing for sale and selling, shall include the Bank's reasonable attorneys' fees and expenses. Any proceeds of the disposition of the Collateral will be applied by the Bank to the payment of expenses of retaking, holding, repairing, preparing for sale and selling the Collateral, including reasonable attorneys' fees and legal expenses and any balance of such proceeds will be applied by the Bank to the payment of the indebtedness then owing the Bank.

No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If more than one party shall execute this Agreement, the term "Borrower" shall mean all parties signing this Agreement and each of them; and such parties shall be jointly and severally obligated hereunder. The neuter pronoun, when used herein, shall include the masculine and the feminine and also the plural. If this Agreement is not dated when executed by the Borrower, the Bank is authorized, without notice to the Borrower, to date this Agreement.

This Agreement has been delivered at GRabill Bank and shall be construed in accordance with the laws of the State of Indiana. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

This Agreement shall be binding upon the heirs, administrators and executors of the Borrower and the rights and privileges of the Bank hereunder shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed on this 3 day of March, 19 79

Sauder Patterson Aircraft Partnership

R. Monty Sauder

Richard E. Sauder R. M. Sauder

Bruce A. Patterson

Address RR # 3 Grabill, Indiana 46741
Box 33

MAR 16 4 8 6 5
$00.05 00 BA

21

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED OMB NO. 04-R0076

UNITED STATES OF AMERICA 0 0 0 0 0 1 1 2 20-1
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

CERT. ISSUE DATE

I MAR 2 1 1979

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 3275 F

AIRCRAFT MANUFACTURER & MODEL MOONEY M20F

AIRCRAFT SERIAL No. 670368

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.)

SAUDER, Richard M.
SAUDER, Richard E.
Patterson, Bruce A.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 15829 Bayview Blvd.

Rural Route: #3 P. O. Box: 33

CITY	STATE	ZIP CODE
Grabill	INDIANA	46741

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

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	Co-OWNER	March 4, 1979
[signature]	Co-OWNER	March 4, 1979
Bruce A. Patterson	Co-OWNER	March 4, 1979

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

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

20

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED: OMB NO. 04-R0078

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

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19-1

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $22,750.00 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER N 3275 F

AIRCRAFT MANUFACTURER & MODEL MOONEY M20F

AIRCRAFT SERIAL No. 670368

DOES THIS 4th DAY OF MARCH 1979 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION ADMINISTRATION
MAR 21 10 54 AM '79
CONVEYANCE RECORDED
14723 2

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.)

SAUDER, Richard M.
Sauder, Richard E.
Patterson, Bruce A.
15829 Bayview Blvd
Route 3 Box 33
Grabill, INDIANA 46741

DB

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 WE HAVE SET OUR HAND AND SEAL THIS 4th DAY OF MAR 1979

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
HOWARD K McCOMAS III	Howard K McComas III	CO-OWNER
DAVID W. ROBBINS	David W. Robbins	CO-OWNER

MAR 16 11 865 $0005.00 FA

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

SEAL

DAVID E. GREENE
My Commission Expires July 1, 1982

ORIGINAL: TO FAA

AC FORM 8050-2 (8-76) (0082-629-0002)

19

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

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 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.

R 7 6 4 7 2 18-1

CONVEYANCE RECORDED
APR 30 10 54 AM '75
FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
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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 Mooney M20F	
FAA REGISTRATION NUMBER N3275F	AIRCRAFT SERIAL NUMBER 670368
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

The conveyance dated March 31, 1975, was executed by M. J. Corbi Aircraft Sales, Inc. to Michigan National Bank of Detroit and assigned to

This conveyance was recorded by the Federal Aviation Administration on April 12, 1975 and was assigned conveyance number W015847

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on April 17, 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).

Michigan National Bank of Detroit
(Name of Security Holder)

SIGNATURE (In Ink)

TITLE John F. Ward, Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (11-73) (0052-543-9000)

U. S. GOVERNMENT PRINTING OFFICE: 1974—773-719/231/7

18

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

DATE: U APR 12 1975

IN REPLY REFER TO: AAC-250:N 3275F

SUBJECT: Notice of Recordation of Conveyance

FROM: Chief, Aircraft Registration Branch, AAC-250

TO: Michigan Natl Bank of Detroit
Guardian Bldg
Griswold & Congress
Detroit, Mich 48226

NAME: M. J. Carbi Aircraft Sales, Inc

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

This conveyance dated 3-21-75 was recorded on 4-4-75

as conveyance number W015847 pertaining to N3275F

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.

L. Watson
PAUL D. YOST

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED: OMB No. 04-R0076

17-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

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

NATIONALITY AND REGISTRATION MARKS: N-3275F

AIRCRAFT MAKE AND MODEL: Mooney M20F

AIRCRAFT SERIAL No.: 670368

CERT. ISSUE DATE: R APR 24 1975

FOR FAA USE ONLY

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

McComas Howard K. III (and)
Robbins, David W.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: Cokesbury Road
Rural Route: P. O. Box: 137

☐ CHECK HERE IF ADDRESS CHANGE	CITY	STATE	ZIP CODE
	Abingdon	Maryland	21009

(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
Howard K. McComas	Co-Owner	4-5-75
David W. Robbins	Co-Owner	4-5-75

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

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

17

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED
OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY.

R 76239 16-1

AIRCRAFT BILL OF SALE

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

CONVEYANCE RECORDED
APR 24 11 56 AM '75
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT MAKE AND MODEL
Mooney M20F

MANUFACTURER'S SERIAL NUMBER
670368

NATIONALITY & REGISTRATION MARKS
N-3275-F

DOES THIS 5th DAY OF April 1975. 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.)

McComas, Howard K. III (and)
Robbins, David W.

Cokesbury Road
Abingdon, Maryland 21009

HKM

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 5 DAY OF 4 1975

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
M. J. Corbi Aircraft Sales, Inc.	Mario J. Corbi	President

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

APR 23 9 58 AM
00005.008A

ORIGINAL: TO FAA

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

16

R7623S

MICRO

CONVEYANCE
RECORDED

APR 24 11 50 AM '75

FEDERAL AVIATION
ADMINISTRATION

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

APR 17 1 11 PM '75

OKLAHOMA CITY, OKLA.

A100.6000 FOOD 0014

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

MICHIGAN NATIONAL BANK of Detroit, Acct. 09-15496-05

AIRCRAFT SECURITY AGREEMENT

SEE RECORDED CONVEYANCE NUMBER R 76472

15-1

This AGREEMENT, made this 21st. day of March, 19 75, by M. J. Corbi Aircraft Sales, Inc. of Beloit, County of Mahoning, State of Ohio hereinafter designated as DEBTOR, to Michigan National Bank of Detroit of Detroit, County of Wayne, State of Michigan hereinafter designated as BANK.

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

Year	Manufacturer	Model	Federal Registration Number	Manufacturer's Serial Number
1967	Mooney	M20F	N 3275 F	670868

ACCESSORY EQUIPMENT: (Describe radio(s) and other equipment including make, kind of unit and model).

MMB 08

and all accessories, parts and equipment now or subsequently attached or affixed thereto, or used in connection therewith, as security for the payment by D[illegible] of a promissory note in the original amount of Twenty Two Thousand Two Hundred Seventy Five and 00/100 Dollars ($ 22,275.00) dated the 21st. day of March, 19 75, with final payment due on the 5th day of April, 19 80 in accordance with its terms and executed by Debtor and payable to Bank. The Debtor hereby promises to pay said note and all other money obligations according to their tenor, and to perform all agreements as in said note and hereinafter in this agreement stated, according to their terms, all payments to be made in lawful money of the United States.

All extensions and renewals of said note, or any part thereof, advances thereunder and all costs of litigation, collection (including attorney's fees or other costs expended or incurred in connection with the discovering, locating or taking possession of said aircraft) and any and all costs of returning said aircraft to the situs as designated by the Bank (including costs of repairing, rehabilitating, insuring or storing said aircraft) are all likewise secured hereby.

THE DEBTOR REPRESENTS, WARRANTS AND COVENANTS:

1. That said aircraft is not registered under the laws of any foreign country and that Debtor is a citizen of United States as defined in the Federal Aviation Act of 1958.

2. That said aircraft is free and clear from any encumbrances; that Debtor is the true and lawful owner thereof and has good and lawful right to sell, convey and encumber same and is in the possession thereof and will warrant and defend the same unto the Bank, its successors and assigns, against all claims whatsoever.

3. That he will not sell, lease, assign or transfer said aircraft, or any interest therein, and will not permit said aircraft at any time to pass out of his possession, or to be encumbered by any lien or claim of any nature whether private or governmental; that he will not use said aircraft for sky-diving or for commercial charter.

4. That said aircraft will be based at Tri City Airport, and will not be removed from the continental United States, or the base in[illegible]ed for a period exceeding thirty (30) days, without written consent of the Bank; The Bank shall have the right to inspect said aircraft periodically at its dis[illegible]tion.

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

DEBTOR M. J. Corbi Aircraft Sales, Inc. (Type name(s) of debtor) X Mario J. Corbi (Signature)

Address RD # 2 Beloit, Ohio 44609 X President (Signature)

STATE OF Ohio ss.
County of Mahoning

On this 21st. day of March, 19 75, before me personally appeared the above-named Debtor, to me known to be the person described in and who executed the foregoing Agreement and acknowledged that he executed the same as his free act and deed, and, if said Debtor be a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

Shirley Paterson (Type name of notary public) Shirley Paterson (Signature of notary public (in ink)) 4-20-75 (My commission expires)

Michigan National Bank of Detroit (Secured Party) Detroit, Michigan by Nancy O. Goehring

AC 10-137 Rev. 8/74 FAA Copy

SEAL

$ 22,275.00 Detroit, Michigan (City) (State) March 21st., 19 75 (Date)

For value received, I (we), the undersigned, jointly and severally promise to pay to the order of MICHIGAN NATIONAL BANK of Det., Michigan, or at such other place as it may direct, the sum of TwentyTwo Thousand Two Hundred Seventy Five & 00/100 Dollars, in 20 consecutive monthly installments, the first 19 of which shall be $ 1,113.75 each, and the final one $ 1,113.75, payable the same day of each month beginning JULY 5th, 19 75

This note is secured by an Aircraft Security Agreement of even date herewith given by the maker to the payee and is subject to the accelerative rights therein. If any of said installments is not paid when due, or if the payee or holder shall for any reason deem itself insecure, then the payee or holder may, without notice or demand, declare the unpaid balance to be immediately due and payable. The payee or the holder may charge a late charge of $5.00 or 5%, whichever is more, to the extent permitted by law, on any installment or installments due hereunder, past due more than 10 days.

And each of us, whether principal, surety, guarantor or other party hereto, hereby severally waive any and all benefit from any exemption laws of any state now in force or hereafter to be passed as against this debt or any renewal thereof; and the makers, sureties and endorsers or other parties hereto, severally waive presentment for payment, protest and notice of non-payment of this note, and all defense by reason of any extension of time of its payment that may be given by the holder to them or either of them. Makers agree to pay such attorney fees as are allowed by law if it is necessary to place this note in the hands of an attorney for collection or suit.

Loan: 16,500.00

X Mario J. Corbi (Signature) RD # 2 Beloit, Ohio 44609 (Address)

X President (Signature or title, if applicable) (Address)

AC 10-137 Rev. 8/74

FEDERAL AVIATION ADMINISTRATION APR 12 7 5 AM '75

CONVEYANCE RECORDED

APR-1-162 $0005.00RCB

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

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

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

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

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

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

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

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

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

GUARANTY

For value received, the undersigned (who, if two or more in number, shall be jointly and severally liable hereunder) hereby unconditionally guarantee(s) the payment of the Note on the reverse side hereof and all extensions or renewals thereof, and all expenses (including reasonable attorney's fees and legal expenses) incurred in the collection thereof, the enforcement of rights under any security therefor and the enforcement hereof, and waive(s) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and agree(s) that the holder of said Note may from time to time extend or renew said Note for any period (whether or not longer than the original period of said Note) and grant any releases, compromises or indulgences with respect to said Note or any extension or renewal thereof or any security therefor or to any party liable thereunder or hereunder, all without notice to or consent of any of the undersigned and without affecting the liability of the undersigned hereunder.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED: OMB NO 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY.

14-1

H015846

CONVEYANCE RECORDED

APR 12 7 55 AM '75

FEDERAL AVIATION ADMINISTRATION

FOR AND IN CONSIDERATION OF $16,500 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE AND MODEL: MOONEY M20F

MANUFACTURER'S SERIAL NUMBER: 670368

NATIONALITY & REGISTRATION MARKS: N3275F

DOES THIS 15 DAY OF MARCH 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.)

M. J. Corbi Aircraft Sales Inc.
RD #2
Beloit, OH 44609

Dealer

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

IN TESTIMONY WHEREOF we HAVE SET our HAND AND SEAL THIS #15th DAY OF Mar. 19 75

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Real E. Sigouin, Ind.	Real E Sigouin	owner
REAL	E SIGOUIN	
P.O BOX	835 TUCKER GA 30084	

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

ORIGINAL: TO FAA

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

14

MICRO

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
APR 1 12 41 PM '75
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED: OMB No. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

73 8 20 MAR 1973

CERT. ISSUE DATE 13-1

C0116 74

FOR FAA USE ONLY

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

NATIONALITY AND REGISTRATION MARKS USA N3275F

AIRCRAFT MAKE AND MODEL MOONEY M20F

AIRCRAFT SERIAL No. 670368

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

SIGOUIN, REAL. E.
P.O. BOX 835
TUCKER GA 30084

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 1742 LOVELY LANE

Rural Route: TUCKER GA P. O. Box: 835 30084

☐ CHECK HERE IF ADDRESS CHANGE

CITY	STATE	ZIP CODE

(No fee required for revised Certificate of Registration)

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Real E. Sigouin	Owner	DEC. 18, 73
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED
OMB NO. 04-R0074

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY

C 11029 12-1

AIRCRAFT BILL OF SALE

CONVEYANCE
RECORDED
JAN 16 3 46 PM '74
FEDERAL AVIATION ADMINISTRATION

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

AIRCRAFT MAKE AND MODEL: MOONEY M20F

MANUFACTURER'S SERIAL NUMBER: 670368

NATIONALITY & REGISTRATION MARKS: USA N3275F

DOES THIS 18th DAY OF Dec 19 73 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.)

Sigouin, Real E.
P. O. Box 835
Tucker, Georgia 30084

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 18 DAY OF Dec 19 73

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
M. A. Evans Aircraft Sales		Owner
	M. A. Evans	owner

OKLAHOMA CITY, OKLA.
DEC 28 PM '73
FAA AIRCRAFT REGISTRY
DEC 20 5 8 44
$5.00

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

ORIGINAL: TO FAA Real E. Sigouin

AC FORM 8050-2 (6-71) (0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

12

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

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

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY.

11-1

AIRCRAFT BILL OF SALE

C 110290

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

AIRCRAFT MAKE AND MODEL		
Mooney M20F		
MANUFACTURER'S SERIAL NUMBER	NATIONALITY & REGISTRATION MARKS	
670368	U.S. N3275F	

CONVEYANCE RECORDED
JAN 16 3 46 PM '74
FEDERAL AVIATION ADMINISTRATION

DOES THIS 7 DAY OF September 1973 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO

PURCHASER

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

M. A. Evans Aircraft Sales
Rt. 1 Box 190
Wetumpka, Alabama 36092

M. A. Evans, Owner

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED

IN FAVOR OF

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 7 DAY OF Sept. 73

SELLER

SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)	NAME(S) OF SELLER (TYPED OR PRINTED)
Merrell E Brown	Owner	Merrell E. Brown

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

AC FORM 8050-2 (7-68) SUPERSEDES FAA FORM 8050-2 (0052-629-0001)

11

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

10-1

DUPLICATE ORIGINAL

J38920

RELEASE

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

CONVEYANCE RECORDED
JAN 3 3 17 AM '74
FEDERAL AVIATION ADMIN

AIRCRAFT MAKE	
Mooney M-20F	
AIRCRAFT SERIAL NUMBER: 670368	FAA REGISTRATION NUMBER: N-3275F

The mortgage dated August 29, 1972 was executed

by Merrell E. Brown (Mortgagor),

to AVEMCO Aircraft Investment Corporation (Mortgagee),

and assigned to _____.

This mortgage was recorded by the Federal Aviation Agency on 9-13-72.

and was assigned document number B106537.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on September 14, 1973.

AVEMCO AIRCRAFT INVESTMENT CORPORATION
NAME OF MORTGAGEE OR ASSIGNEE OR NAME OF CORPORATION

Signature D. L. Breen

Title Office Manager

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TARRANT } ss:

On this 14th day of September, 19 73, before me personally appeared the above-named mortgagee or assignee to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as free act and deed.

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

(SEAL) Melissa L. Watkins
NOTARY PUBLIC

SEAL

My commission expires 6/1/75

A4, 1/9 Comm-DC 30063 FORM ACA-[illegible] (2-53)

The original of this release was mailed directly to the FAA 9-14-73

10

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

M097924 9-1

RELEASE

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

CONVEYANCE
RECEIVED
SEP 22 7 04 AM '73
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT MAKE	
Mooney M-20F	
AIRCRAFT SERIAL NUMBER	FAA REGISTRATION NUMBER
670368	N-3275F

The mortgage dated August 29, 1972, was executed

by Merrell E. Brown, (Mortgagor),

to AVEMCO Aircraft Investment Corporation, (Mortgagee),

and assigned to _____.

This mortgage was recorded by the Federal Aviation Agency on 9-13-72.

and was assigned document number B106537.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on September 14, 1973.

AVEMCO AIRCRAFT INVESTMENT CORPORATION
NAME OF MORTGAGEE OR ASSIGNEE OR NAME OF CORPORATION

Signature [signature]

Title D. L. Breen
Office Manager

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT } ss:

On this 14th day of September, 19 73, before me personally appeared the above-named mortgagee or assignee to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as free act and deed.

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

(SEAL)

[signature]
NOTARY PUBLIC

SEAL

My commission expires 6/1/75

A4.109 COMM.DC 30083

FORM ACA-806 (2-53)

FAA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED: OMB No. 04-R0076

8-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

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

NATIONALITY AND REGISTRATION MARKS N3275F

AIRCRAFT MAKE AND MODEL 1967 Mooney M20F

AIRCRAFT SERIAL No. 670368

CERT. ISSUE DATE

B 091372

FOR FAA USE ONLY

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

Brown, Merrell E.

NOPA

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 639 Powell Drive

Rural Route: P. O. Box:

CHECK HERE IF ADDRESS CHANGE	CITY	STATE	ZIP CODE
[ ]	Ft. Walton Beach	Florida	32548 ~~3258~~

(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
X [redacted]	Owner	[redacted]
SIGNATURE	TITLE	DATE
Merrell E Brown	Owner	8-29-72
SIGNATURE	TITLE	DATE

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

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

8

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

7-1

SECURITY AGREEMENT AIRCRAFT

For the purpose of securing the Secured Party below named in the payment at Fort Worth, Tarrant County, Texas, of a certain promissory note of even date herewith in the amount of $ 9,585.00 payable in 60 monthly installments of $ 159.75 each; the first installment payable on or before the 7th day of October, 1972, and the remaining installments payable one each on the same day of each succeeding month thereafter, with the final payment thereon due the 7th day of September, 1977, this day executed by the undersigned, hereinafter called Debtor, whether one or more, Debtor does hereby grant to Secured Party a security interest in the following described civil aircraft of the United States and personal property, to wit:

B 10 8 9 3 1

CONVEYANCE

Manufacturer	Type Model	Year Model	Mfg's. Serial No.	FAA Registration No.	Mfg. of Engines(s)	H.P. of Engine(s)	Serial No. of Engine(s)
Mooney	M20F	1967	670368	N5275S	Lyc.	200	

SEP 13 11 19 AM '72

FEDERAL AVIATION ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

The place of intended delivery of this instrument is Fort Worth, Tarrant County, Texas.

EXECUTED this 29th day of AUGUST, 1972.

Secured Party

AVEMCO Aircraft Investment Corporation

Permanent Mailing Address of Secured Party

P. O. Box 4216

Fort Worth, Texas 76106

Witness to Signature of Debtor

Debtor

Merrell E Brown

~~Merrell E. Brown~~

(Type all names signing and title if corp.)

Permanent Mailing Address of Debtor

~~639 Powell Drive~~

~~Ft. Walton Beach, Florida 32548~~

STATE OF
COUNTY OF ~~Florida~~ MISSOURI
PARISH OF St. Louis

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

Given under my hand and seal of office this 29th day of August, 1972.

My Commission Expires

My Commission Expires March 21, 1974

Notary Public in and for
St Louis County Mo
County/Parish State

SAA (7/68)

SEP 8 1 7 1 7 2 0005.00 CB

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED
BUDGET BUREAU NO 04-R076.2

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY.

6-1

ORIGINAL

B106536

CONVEYANCE RECORDED

SEP 13 11 19 AM '72

FEDERAL AVIATION ADMINISTRATION

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

AIRCRAFT MAKE AND MODEL: Mooney M20F

MANUFACTURER'S SERIAL NUMBER: 670368

NATIONALITY & REGISTRATION MARKS: USA N3275F

DOES THIS 29th DAY OF August 1972 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.)

BROWN, MERRELL E
639 Powell Drive
Ft. Walton Beach, Florida 32548

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 29th DAY OF Aug 1972

SELLER

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

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

ORIGINAL: TO FAA

AC FORM 8050-2 (2-70) (0052-829-0002)

6

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED: OMB No. 04-R0076

5-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

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

NATIONALITY AND REGISTRATION MARKS United States N3275

AIRCRAFT MAKE AND MODEL Mooney 20F

AIRCRAFT SERIAL No. 670368

CERT. ISSUE DATE B 021572

FOR FAA USE ONLY

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

ADDRESS (Permanent mailing address for first applicant listed.)
Number and street: 18 Cricklewood Place
Rural Route: ~~Frontenac, Miss~~ P. O. Box:

[X] CHECK HERE IF ADDRESS CHANGE

CITY	STATE	ZIP CODE
Frontenac	Missouri	63131

(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
Frederick R Ritzinger		June 22, 1972

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

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

5

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

FORM APPROVED: OMB NO 04-R0074

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY.

4-1

B 100482

CONVEYANCE RECORDED

FEB 15 2 42 PM '72

FEDERAL AVIATION ADMINISTRATION

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

AIRCRAFT MAKE AND MODEL: Mooney M20F

MANUFACTURER'S SERIAL NUMBER: 670368

NATIONALITY & REGISTRATION MARKS: N 3275F

DOES THIS 15 DAY OF Oct 19 71 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.)

~~xxx~~ Ritzinger, Frederick R.
18 Cricklewood Place
Frontenac, Mo 63131

MMR

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 15 DAY OF Oct 19 71

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Marshall Mooney	Paul E. Wood	Owner

SEAL

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

Subscribed and sworn to before me this 15th day of October, 1971.

Marie Henderson
Notary Public, Harrison Co., Texas

ORIGINAL: TO FAA

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

AUG 22 61 12 PM 0005 00 A

4

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

R MAR 21 1968

FORM APPROVED: BUDGET BUREAU NO. 04-R076.1

3-1

FEDERAL AVIATION AGENCY

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALITY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N 3275F	Mooney M20F	670368

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

Marshall Mooney

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

1005 East Grand - P.O. Box 280

CITY	COUNTY	STATE	ZIP CODE
Marshall	Harrison	Texas	75670

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Paul W. Wood	Owner	2-21-68
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

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

/A

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

3

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

FEB 26 9 30 AM '68

OKLAHOMA CITY, OKLA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

2-1

AIRCRAFT BILL OF SALE

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

MICROFILM CODE

1C JC

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

AIRCRAFT MAKE AND MODEL	
MOONEY M20F	
MANUFACTURER'S SERIAL NUMBER	NATIONALITY AND REGISTRATION MARKS
670368	N-3275F

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

PURCHASER

NAME AND ADDRESS
(If individual(s), give last name, first name, and middle initial)

Marshall Mooney
1005 East Grand - P.O. Box 280,
Marshall, Texas 75670

Paul W. Wood, Owner

CONVEYANCE RECORDED
MAR 21 10 41 PM '68
FEDERAL AVIATION ADMINISTRATION

R 25210

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

TYPE OF ENCUMBRANCE	AMOUNT	DATED
NONE		

IN FAVOR OF

in testimony whereof have set hand and seal this 15 day of Feb. 19 68 .

SELLER

NAME(S) (TYPED OR PRINTED)	SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)
PETROLEUM FLYERS, INC.	John Oldham	PRESIDENT

PWW Dec 19 5614 dt 5,00 GA

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

SEAL

GPO 824-397

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

FEB 26 9 30 AM '68

OKLAHOMA CITY, OKLA.

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

MAR 13 1 59 PM '68

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-23-84

1-1

AIRCRAFT BILL OF SALE

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

MICROFILM CODE

1C JC

CONVEYANCE RECORDED
MAR 21 10 41 PM '68
FEDERAL AVIATION ADMINISTRATION

R 25209

For and in consideration of $ 1 & OVC the undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL: Mooney M20F

MANUFACTURER'S SERIAL NUMBER: 670368

NATIONALITY AND REGISTRATION MARKS: N-3275F

does this 16th day of June 1967, 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)

Petroleum Flyers, Inc.
P. O. Box 5897
Lake Charles, Louisiana 70602

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 I have set my hand and seal this 16th day of June 1967

SELLER

NAME(S) (TYPED OR PRINTED)	SIGNATURE(S) (IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)
Mooney Aircraft, Inc.	[signature]	Secretary-Treasurer

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

State of Texas
County of Kerr

On this 16th day of June 1967 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

My Commission Expires 6-1-69

Lela Jane Ford
NOTARY PUBLIC

GPO 826-397

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

MAR 13 1 59 PM '68

OKLAHOMA CITY, OKLA.