

AMENDMENT TO SET ASIDE AIRCRAFT BILL OF SALE

DESCRIPTION OF AIRCRAFT:

FAA Registration Number: 95720
Aircraft Manufacturer and Model: Cessna 182Q
Serial Number: 18266608

This is to certify that the bill of sale dated the 21st day of November,
2012, between Sky wagons.com, LLC (seller)
and Barajas Aviation, LLC (purchaser),
filed with the Federal Aviation Administration on the 12th day of December,
2012, was submitted in error as the sale was not consummated and the named
purchaser has no right, title or interest in the aircraft.

Document #5111.

Name of Purchaser: Barajas Aviation, LLC
Signature: Abraham B. ABRAHAM BARAJAS, MANAGER.
Title (if applicable): MANAGER Date: 12/3/2013

Name of Seller: _____
Signature: _____
Title (if applicable): _____ Date: _____

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2013 DEC 11 AM 8 01
OKLAHOMA CITY
OKLAHOMA

\$5 5-29-13 131490934401

ffr bos doc 2527 8-27-13

see conveyance SH012351 doc 5111

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

UNITED STATES REGISTRATION NUMBER **N 95720**

AIRCRAFT MANUFACTURER & MODEL
Cessna 182Q

AIRCRAFT SERIAL No.
18266608

CERT: ISSUE DATE

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

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

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

Abraham Barajas

TELEPHONE NUMBER: **956 369-0605**

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

Number and street: **3327 N. Ware Rd.**

Rural Route: _____ P.O. Box: _____

CITY McAllen	STATE Texas	ZIP CODE 78501
------------------------	-----------------------	--------------------------

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 Abraham B.	TITLE owner	DATE 2/12/13
	SIGNATURE ABRAHAM BARAJAS	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2013 JUL 22 AM 8 15

OKLAHOMA CITY
OKLAHOMA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2013 MAY 29 AM 10 19
OKLAHOMA CITY
OKLAHOMA

ffr app doc 7901 2-21-13

LETTER OF EXTENSION
(For Authority to Operate an Aircraft Pending Registration)

The authority to operate Aircraft N95720, CESSNA 182Q, S/N 18266608 is extended for 90 days from the date stamped below, or until the Certificate of Aircraft Registration (AC Form 8050-3) is issued, whichever date occurs first.

BS	DATE Jun 28, 2013
----	----------------------

This Letter of Extension must be carried in the aircraft with the pink copy of the aircraft registration application as temporary authority to continue to operate the aircraft without registration within the United States. This is not an authorization to operate the aircraft without an appropriate Airworthiness Certificate (FAA Form 8100-2 or 8130-7), or its equivalent.



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

Brittney Steelman

BRITTNEY STEELMAN
Civil Aviation Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

UNITED STATES OF AMERICA
U.S. 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:

UNITED STATES
REGISTRATION NUMBER **N 95720**

AIRCRAFT MANUFACTURER & MODEL **Cessna 182Q**

AIRCRAFT SERIAL No. **18266608**

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.)
Abraham Barajas
3327 N. Ware Rd.
McAllen, Texas 78501

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)
		SKYWAGONS.COM, LLC	<i>[Signature]</i>

131490934401
\$5.00 05/29/2013

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
2013 MAY 29 AM 10 19
OKLAHOMA CITY
OKLAHOMA

LETTER OF EXTENSION
(For Authority to Operate an Aircraft Pending Registration)

The authority to operate Aircraft N95720, CESSNA 182Q, S/N 18266608 is extended for 90 days from the date stamped below, or until the Certificate of Aircraft Registration (AC Form 8050-3) is issued, whichever date occurs first.

JP	DATE Jan 28, 2013
----	----------------------

This Letter of Extension must be carried in the aircraft with the pink copy of the aircraft registration application as temporary authority to continue to operate the aircraft without registration within the United States. This is not an authorization to operate the aircraft without an appropriate Airworthiness Certificate (FAA Form 8100-2 or 8130-7), or its equivalent.



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

Jamie Powers

JAMIE POWERS
Civil Aviation Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

Accepted SH Jan/21/2014

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

UNITED STATES REGISTRATION NUMBER **N 95720**

AIRCRAFT MANUFACTURER & MODEL
Cessna 182Q

AIRCRAFT SERIAL No.
18266608

CERT: ISSUE DATE

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

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

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

BARAJAS AVIATION, LLC

TELEPHONE NUMBER: ()

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

Number and street: **3327 N. WARE Rd.**

Rural Route:

P.O. Box:

CITY McAllen	STATE TX	ZIP CODE 78501
------------------------	--------------------	--------------------------

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 MANAGING MEMBER	DATE 12/5/12
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE 130160519067 \$5.00 01/16/2013	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.

APR 20 2013
FAA

APR 20 2013

APR 20 2013

1000

1000

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2013 JUN 16 PM 8 44
OKLAHOMA CITY
OKLAHOMA

rej ltr 1-28-13

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

AIRCRAFT BILL OF SALE

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

UNITED STATES
REGISTRATION NUMBER **N95720**

AIRCRAFT MANUFACTURER & MODEL
CESSNA 182Q

AIRCRAFT SERIAL No.
18266608

DOES THIS 21ST DAY OF NOVEMBER, 2012
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.)

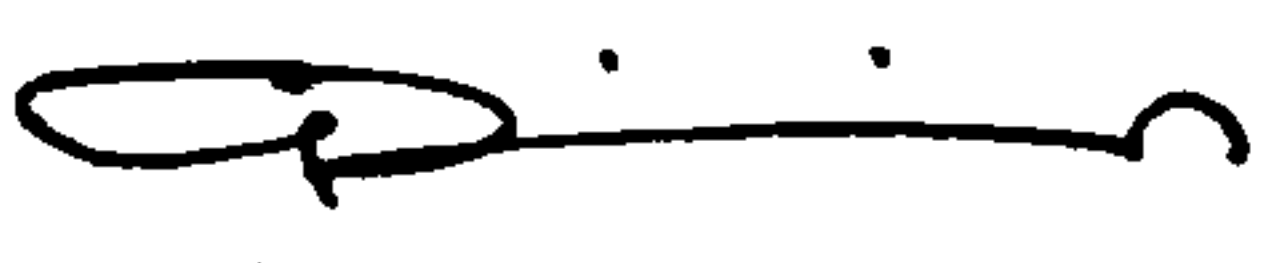
BARAJAS AVIATION LLC
3327 N. WARE RD.
McALLEN, TX. 78501

DEALER CERTIFICATE NUMBER D002306

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 21ST DAY OF NOV, 2012

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SKYWAGONS.COM, LLC.		MANAGING MEMBER

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
2012 DEC 12 PM 7 41
OKLAHOMA CITY
OKLAHOMA

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

OMB Control No. 2120-0042
Exp. 11/30/2014

AIRCRAFT BILL OF SALE

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

UNITED STATES
REGISTRATION NUMBER **N95720**

AIRCRAFT MANUFACTURER & MODEL
Cessna 182Q

AIRCRAFT SERIAL No.
18266608

DOES THIS *1st* DAY OF *NOVEMBER*, 2012
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

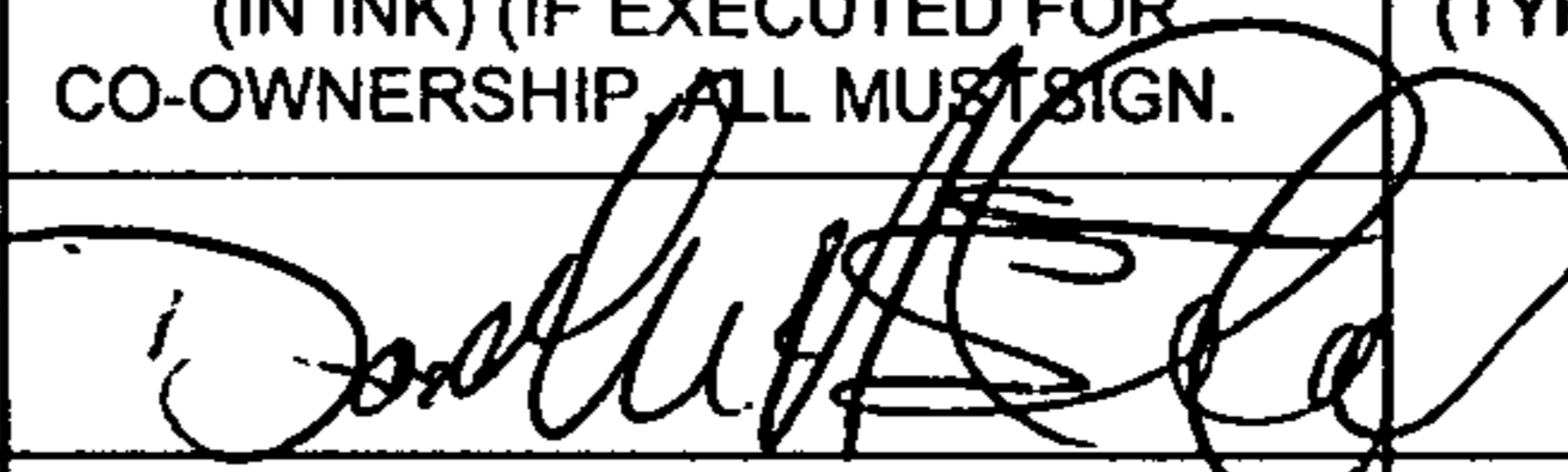
Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
SKYWAGONS.COM, LLC
3501 AIRPORT ROAD, BUILDING #2
PLACERVILLE, CA 95667

DEALER CERTIFICATE NUMBER D004586

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 DAY OF		
NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Sierra Investment Group, Inc.		Secretary

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

ORIGINAL: TO FAA:
AC Form 8050-2 (01/12) (NSN 0052-00-629-0003)

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2012 DEC 12 PM 7 41
OKLAHOMA CITY
OKLAHOMA

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

FORM APPROVED
 OMB NO. 2120-0042

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 95720**

AIRCRAFT MANUFACTURER & MODEL
CESNA 182Q

AIRCRAFT SERIAL No.
182-66608

DOES THIS **21** DAY OF **September, 2012**
 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

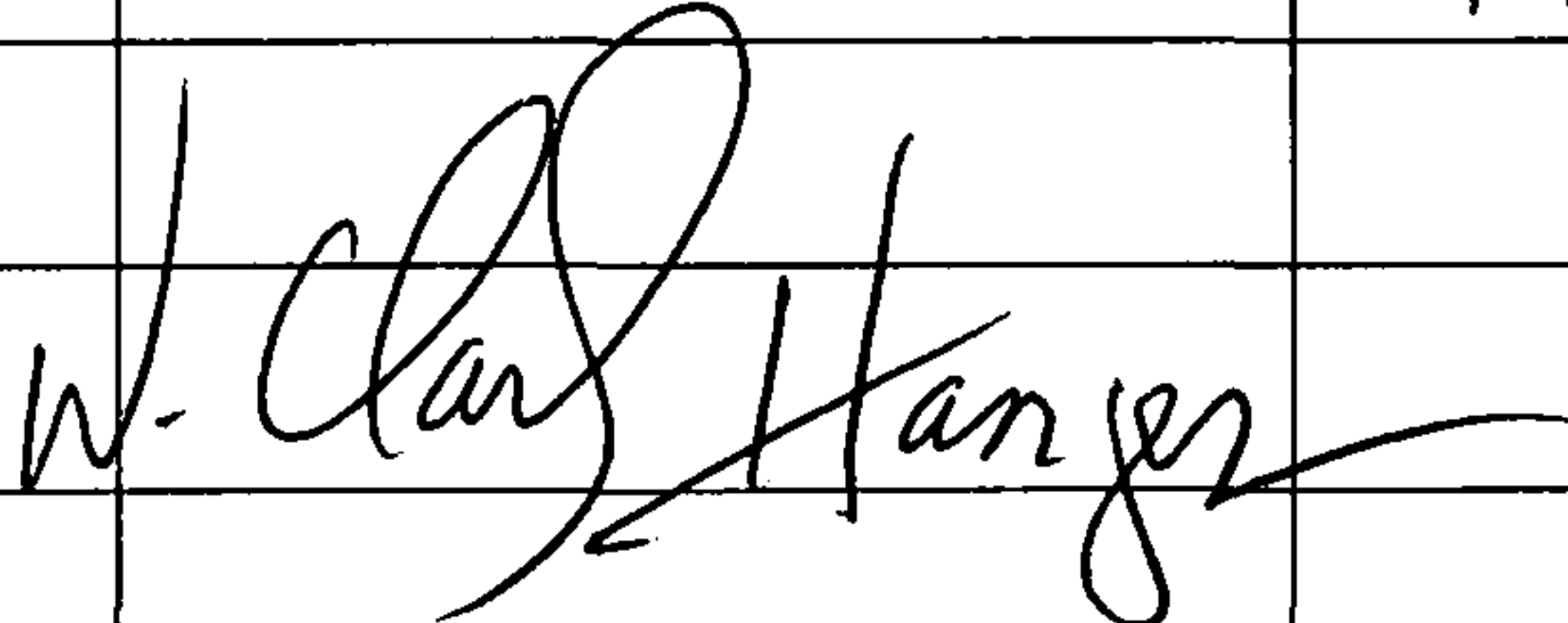
PURCHASER

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

**Sierra Investment Group, Inc.
 3820 Thorson Dr.
 Placerville, CA. 95667**

DEALER CERTIFICATE NUMBER **D 004931**

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

IN TESTIMONY WHEREOF	HAVE SET	HAND AND SEAL THIS	DAY OF
SELLER	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	HANGER		President
	AVIATION,		
	INC.		

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

ORIGINAL: TO FAA: **9/25/12**

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2012 OCT 1 AM 7 33
OKLAHOMA CITY
OKLAHOMA

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

OMB Control No. 2120-0042
 Exp. 11/30/2014

AIRCRAFT BILL OF SALE

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

UNITED STATES
 REGISTRATION NUMBER **N95720**

AIRCRAFT MANUFACTURER & MODEL

Cessna C182Q Skylane

AIRCRAFT SERIAL No.

182-66608

DOES THIS 16th DAY OF August, 2012
 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

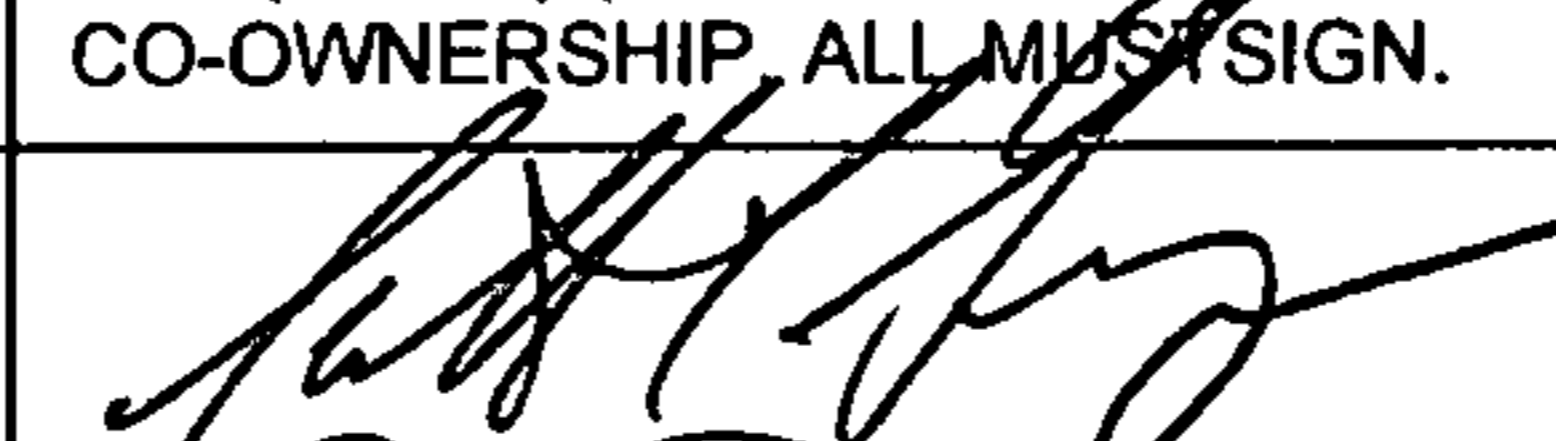
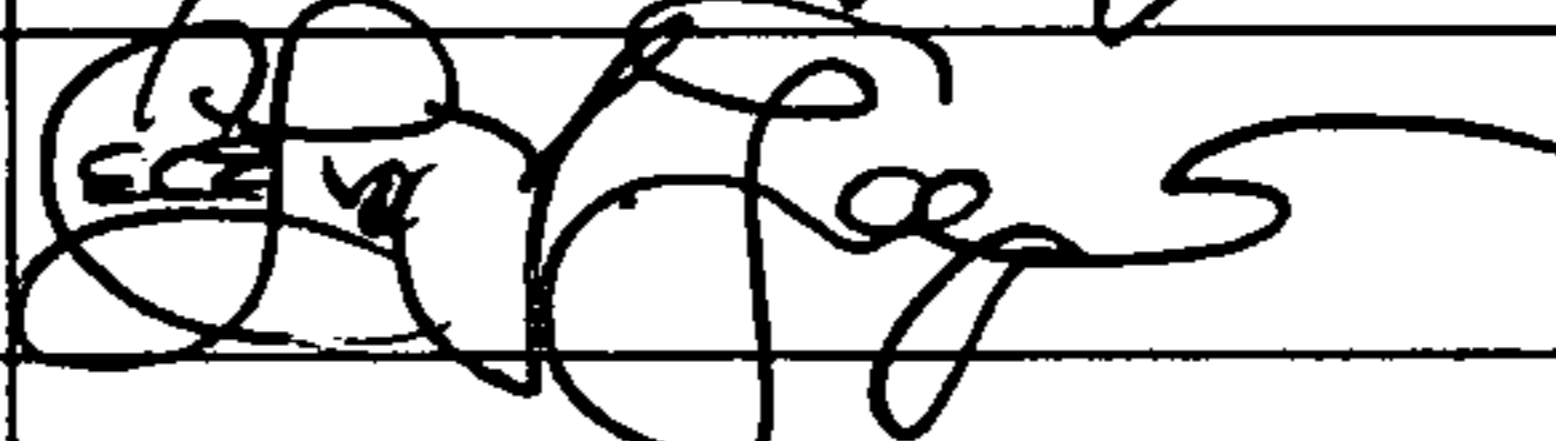
PURCHASER

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

HANGER AVIATION, INC
 CHARLESTON EXECUTIVE AIRPORT
 2700 FORT TRENTOLM ROAD
 JOHNS ISLAND, S.C. 29455

DEALER CERTIFICATE NUMBER DOD 3866

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
NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)	
SELLER Scott C. Granger		co-owner	
Cecelia Y. Granger		co-owner	
XXXXXXXXXXXX		XXXXXXXXXXXX	
XXXXXXXXXXXX		XXXXXXXXXXXX	

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

ORIGINAL: TO FAA:

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

DEALER TL008097 Conveyance Recorded Aug/28/2012 08:07 AM FAA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2012 AUG 23 AM 7 38
OKLAHOMA CITY
OKLAHOMA

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain aircraft re-registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that any agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. Form Approved, OMB No. 2120-0729

DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION AIRCRAFT RE-REGISTRATION APPLICATION

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

AIRCRAFT REGISTRATION NUMBER N 95720 SERIAL NUMBER 18266608 MANUFACTURER Cessna MODEL 182Q Skylane DATE OF ISSUANCE DATE OF EXPIRATION TYPE OF REGISTRATION CO-OWNERSHIP

NAME AND MAILING ADDRESS OF REGISTERED OWNER (If individual, give last name, first name and middle initial) (Owner 1) Scott C. Granger (Owner 2) Cecelia Y. Granger Note: Enter any additional owner names on page two of this document. (Address) PO. Box 24 City Powell Butte State OR Zip 97753 Country USA PHYSICAL ADDRESS (REQUIRED WHEN MAILING ADDRESS IS A P.O. BOX OR MAIL DROP) (Address) 13120 SW Umbarger Road City Powell Butte State OR Zip 97753 Country USA

INFORMATION FOR COMPLETION Additional information may be obtained at our web page http://registry.faa.gov/renewregistration or by phone at 866-762-9434. Aircraft Registration Information may be reviewed at : http://registry.faa.gov/aircraftinquiry Please pay fees with a check or money order payable to the Federal Aviation Administration. Signature Requirements for Listed Registration Types: - Individual owner must sign. - Partnership a general partner must sign. - Corporation a corporate officer or managing official must sign. - Limited Liability Co. a member, manager, or officer who is authorized to manage the LLC must sign. - Co-owner each co-owner must sign, continuing as necessary, on page number two. - Government any authorized person may sign. Note: All signatures must be in ink.

TO RE-REGISTER AIRCRAFT: REVIEW REGISTRATION INFORMATION, ENTER CORRECTIONS IN BLANKS PROVIDED, CHECK APPLICABLE BLOCK BELOW, SIGN, DATE, & MAIL WITH THE \$5 FEE, To: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504. I (WE) CERTIFY THE: NAME(S) AND MAILING ADDRESS SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. MAILING ADDRESS P.O. Box 24 POWELL BUTTE, OR 97753 PHYSICAL ADDRESS: COMPLETE IF PHYSICAL ADDRESS HAS CHANGED, OR NEW MAILING ADDRESS IS A PO BOX OR MAIL DROP. No Physical Address Change, PO Box changed from Box 70 to Box 24.

TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: THE LAST REGISTERED OWNER MUST: MARK THE APPLICABLE BLOCK(S), COMPLETE, SIGN, DATE & Mail with any fees to: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504. CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW, 1. THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address) 111180807369 \$5.00 04/28/2011 2. THE AIRCRAFT IS DESTROYED OR SCRAPPED. 3. THE AIRCRAFT WAS EXPORTED TO: 4. OTHER, Specify UPON CANCELLATION, PLEASE RESERVE THE N-NUMBER IN OWNERS' NAME. The \$10 check or money order for the N-number reservation fee is enclosed.

Table with 4 columns: SIGNATURE OF OWNER, PRINTED NAME OF SIGNER, TITLE, DATE. Row 1: Scott C. Granger, Co-Owner, 04/17/2011. Row 2: Cecelia Y. Granger, Co-Owner, 04/17/2011.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 APR 26 AM 8 37
OKLAHOMA CITY
OKLAHOMA

APR 26 2011

**CHANGE OF ADDRESS NOTIFICATION
(AIRCRAFT OWNER)
PRINT OR TYPE**

Rev
Q OCT 20 2006

Name of Registered Owner Granger, Scott C Granger, Cecelia Y	Aircraft Registration Number N N95720
	Manufacturer Cessna
	Model 182Q
	Serial Number 18266608

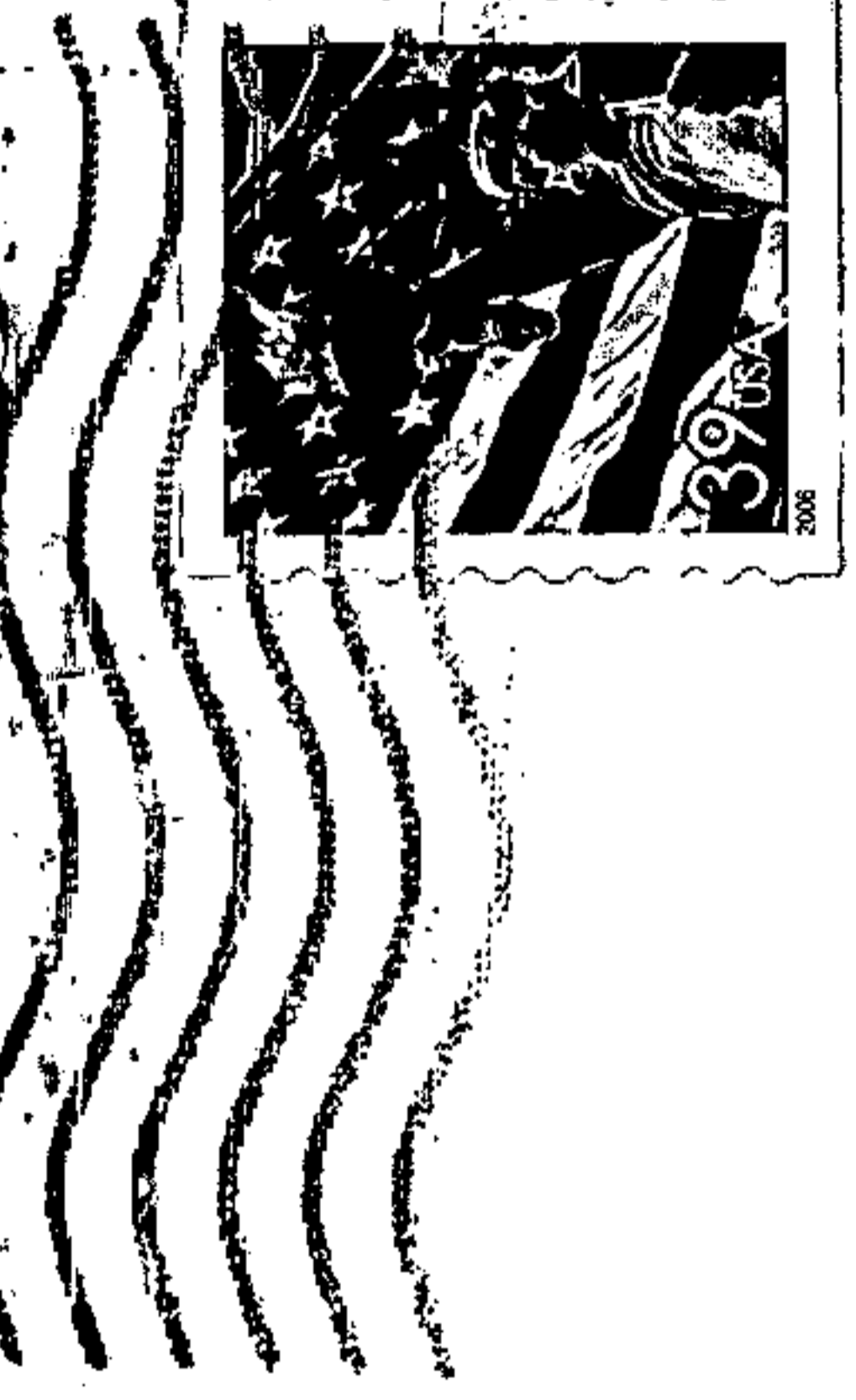
Mailing Address (if PO Box, include physical address)
PO Box 70
13120 SW Umbarger Road

City Powell Butte	State Oregon	Zip Code 97753
SIGNATURE (DO NOT Print or Type)		Title Owner

SIGNATURE REQUIREMENTS:
(Show appropriate title for signer)

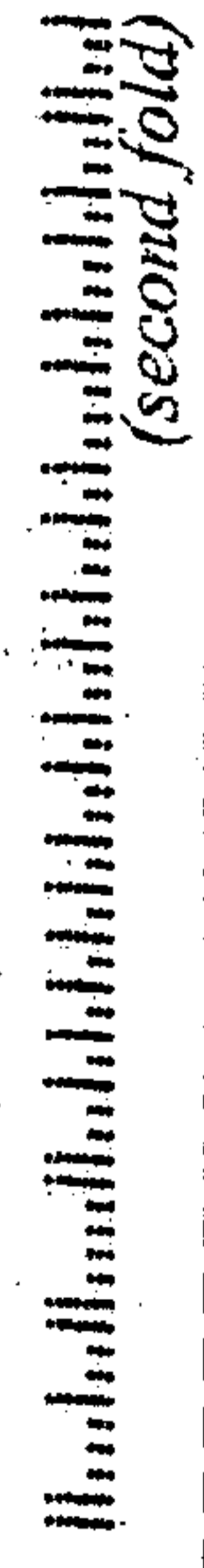
- Individual: Owner must sign.
- Partnership: A general partner must sign.
- Corporation: A corporate officer or managing official must sign.
- Co-owner: Each Co-owner must sign.
- Government: Any authorized person may sign.

(first fold)



BEND OR 977
GRANGER
PO Box 70
Powell Butte, Oregon
97753

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION BRANCH (AFS-750)
PO BOX 25504
OKLAHOMA CITY OK 73125-0504



(second fold)



DEPARTMENT OF TRANSPORTATION
REGISTRATION BR


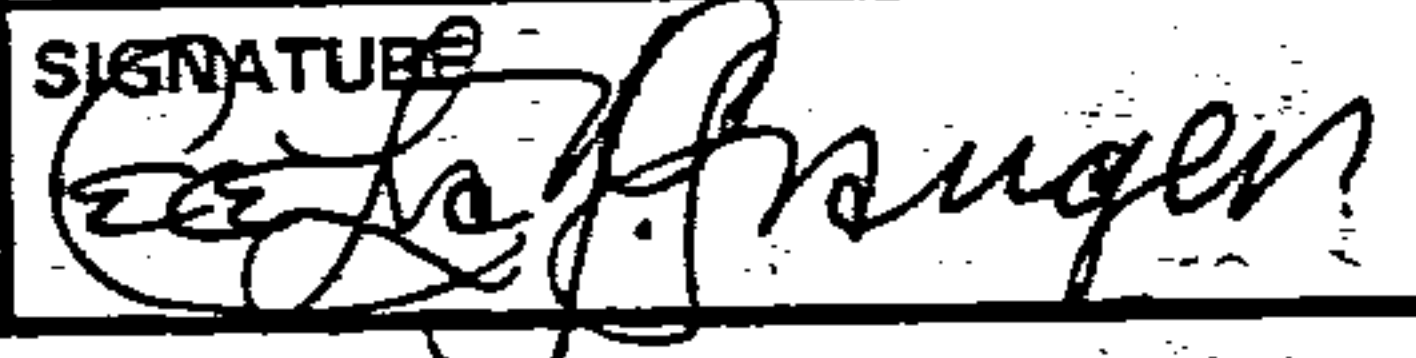
2003 SEP 26 PM 3 04

OKLAHOMA CITY
OKLAHOMA

100 NN JUN 95
DOE 51492

DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION
TRIENNIAL AIRCRAFT REGISTRATION REPORT

38-1

AIRCRAFT REGISTRATION NUMBER N 95720		SERIAL NUMBER 18266608		FAA CODE 2072732	ISSUANCE DATE APRIL 19, 1995
MAKE CESSNA				MODEL 1820	
NAME AND ADDRESS OF CERTIFICATE HOLDER GRANDER SCOT C GRANGER, SCOTT C GRANGER CECELIA Y 215 BASINSIDE WAY ALAMEDA, CA 94501 94502 MISSPELLING ON YOUR RECORDS.				GUIDELINES FOR REPORT COMPLETION: Complete ONLY if information is incorrect. Signature requirements: - Individual owner must sign. - Partnership, a general partner must sign. - Corporation, a corporate officer or managing official must sign. - Co-owner, each co-owner must sign, continuing as necessary on an attached sheet. - Government, any authorized person may sign.	
CANCELLATION OF REGISTRATION REQUESTED: (check applicable block, sign, and date) <input type="checkbox"/> 1. Aircraft sold to: (Purchaser's name and address) _____ _____ <input type="checkbox"/> 2. Aircraft destroyed/scrapped <input type="checkbox"/> 3. Aircraft exported to _____ <input type="checkbox"/> 4. Other, specify _____ + (we request cancellation of registration for the above reason)				ADDRESS CHANGE REQUESTED _____ STREET _____ CITY _____ STATE _____ ZIP _____ COUNTRY _____	
SIGNATURE 		TITLE COOWNER		DATE 4/24/95	
SIGNATURE 		TITLE COOWNER		DATE 4/24/95	

FAA AIRCRAFT REGISTRY

CAMERA NO. 3N DATE: 8-8-95

POSTAGE AND FEES PAID
FEDERAL AVIATION ADMINISTRATION
DOT-515



38

FIRST CLASS MAIL

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

OKLAHOMA CITY
APR 28 11 00 AM '95
FILED WITH FAA
AIRCRAFT REGISTRY
CONVEYANCE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROE AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			0 0 0 2 2 4
UNITED STATES REGISTRATION NUMBER N XXXX 95720			CERT. ISSUE DATE 37-1
AIRCRAFT MANUFACTURER & MODEL CESSNA 182Q SKYLANE			III MAY 14 '92 FOR FAA USE ONLY
AIRCRAFT SERIAL No. 18266608			
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input checked="" type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) GRANGER, SCOTT C. & GRANGER, CECELIA Y.			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 215 BASINSIDE WAY Rural Route: _____ P.O. Box: _____			
CITY ALAMEDA	STATE CALIFORNIA	ZIP CODE 94501	
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is: Check one as appropriate:			
a. <input checked="" type="checkbox"/> A citizen of the United States;			
b. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____			
c. <input type="checkbox"/> A foreign-owned corporation organized and doing business under the laws of (state or possession) _____, and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____			
(2) That the aircraft is not registered under the laws of any foreign country; and (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
		CO-OWNER	4-25-92
	SIGNATURE	TITLE	DATE
	CO-OWNER	4-25-92	
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.			

37

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAY 11 11 35 AM '92
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

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

UNITED STATES
REGISTRATION NUMBER **N 95720**
AIRCRAFT MANUFACTURER & MODEL
CESSNA 182 SKYLANE
AIRCRAFT SERIAL No. **182 66608**

DOES THIS **25th** DAY OF **APRIL** 19**92**

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)

~~XXXX~~
GRANGER, SCOTT C. & GRANGER, CECELIA Y.
215 BASINSIDE WAY
ALAMEDA, CA 94501

DEALER CERTIFICATE NUMBER NONE

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 **25th** DAY OF **APRIL** 19**92**

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		PARAMOUNT INTERNATIONAL, INC.	
			REGSTR CD 10.00
			0077 001 5/ 1/92

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

ORIGINAL: TO FAA

FORM APPROVED
NO. 100-100-000

0 0 0 2 2 3

UUB02239

36-1

CONVEYANCE
RECORDED

92 MAY 14 AM 7 12

Do Not Write in This Block
FOR FAA USE ONLY

FEDERAL AVIATION
ADMINISTRATION

0000000225

0002238

35-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED:
OMB No. 04-R0169

CONVEYANCE
RECORDED

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Paramount International, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Farmers & Merchants National Bank
53 South Laurel St., Bridgeton, N.J. 08302

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

'92 MAY 14 AM 7 11

FEDERAL AVIATION
ADMINISTRATION

SEE RECORDED
CONVEYANCE

NUMBR. F56543

FICHE# R# 2 PAGE# 34-1

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N95720	18266608	Cessna 182Q

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 12/26/90 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 6/14/91 AS CONVEYANCE NUMBER F56543

C. Mercer
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: 3/18/92

Farmers & Merchants National Bank

(Name of security holder)

SIGNATURE (in ink) Gunnar Sietinsons
Gunnar Sietinsons

TITLE Vice President

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

ACKNOWLEDGEMENT (If Required By
Applicable Local Law):

35

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAY 1 10 35 AM '92
OKLAHOMA CITY
OKLAHOMA

ms

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

F 56543 34-1

NAME & ADDRESS OF DEBTOR Paramount International, Inc. P.O. Box 66, Millville, N.J. 08332
NAME & ADDRESS OF SECURED PARTY/ASSIGNEE Farmers & Merchants National Bank 53 South Laurel St.; Bridgeton, N.J. 08302
NAME OF SECURED PARTY'S ASSIGNOR

CONVEYANCE
RECORDED

JUN 26 2 15 PM 91

FEDERAL AVIATION
ADMINISTRATION

ABOVE SPACE
FOR FAA USE ONLY

Date: 12/26/90

Complete description of collateral being mortgaged:

AIRCRAFT (FAA registration number, manufacturer, model, and serial number): Cessna 182Q N95720
Serial No. 18266608

ENGINES (manufacturer, model, and serial number): N/A

PROPELLERS (manufacturer, model, and serial number): N/A

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

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

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

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

Note bearing date of 12/26/90 1991 executed by the debtor and payable to the order of Farmers & Merchants National Bank in the aggregate sum of \$ 63,500.00 with interest thereon at the rate of 10 per centum per annum, from date, payable in installments as follows: The principal and interest of said note is payable in 21 quarterly installments of \$ 3,000.00 each on the 26th day of each successive month beginning with the 26th day of March 1991. The last payment of \$ 500.00 is due on the 26th day of June 1996. Interest will be payable the 26th day of each month starting 3/26/91 & monthly thereafter.

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

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

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

RECORDED 007 5.00
0512 002 6/14/91

I certify this to be a true and correct
copy of the original document.
AERO RECORDS & TITLE CO.

By: Lori Crowell

Original AR TC

34

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

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

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

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

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

ACKNOWLEDGMENT:
(If required by applicable local law)

NAME OF DEBTOR Paramount International, Inc.
SIGNATURE(S) (IN INK) [Signature]
Dennis A. Peterson, (If executed for co-ownership, all must sign)
President TITLE PRESIDENT
(If signed for a corporation, partnership, owner, or agent)

ASSIGNMENT BY SECURED PARTY

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

Dated this _____ day of _____, 19____

ACKNOWLEDGMENT:
(If required by applicable local law)

NAME OF SECURED PARTY (ASSIGNOR) _____
SIGNATURE(S) (IN INK) _____ (If executed for co-ownership, all must sign)
TITLE _____ (If signed for a corporation, partnership, owner, or agent)

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

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

JUN 29 3 04 PM '91

FILED WITH FAA
CONVEYANCE
AIRCRAFT REGISTRY

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 5-7-91

NOTICE TO THE FILE

THERE ARE DOCUMENTS PRECEDING THIS NOTICE WHICH WERE FILMED
WITHOUT A CLEAR ANNOTATION DATE IN THE ANNOTATION WINDOW.
THE DATE OF 05/07/91 SHOULD HAVE APPEARED IN THE ANNOTATION
WINDOW.

0000700000000198

FORM APPROVED
OMB NO. 2120-0029
EXP. DATE 10/9/84

33-1
CERT. ISSUE DATE

DM MAY 03 91
FOR FAA USE ONLY

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION-LEEKE MONROE AERONAUTICAL CENTER
AIRCRAFT REGISTRATION APPLICATION

UNITED STATES
REGISTRATION NUMBER **N 95720**

AIRCRAFT MANUFACTURER & MODEL
Cessna Aircraft 182 Skylane

AIRCRAFT SERIAL No.
182-66608

TYPE OF REGISTRATION (Check one box)
 1. Individual 2. Partnership 3. Corporation 4. Co-owner 5. Gov'l 8. Foreign-owned Corporation

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

TELEPHONE NUMBER: ()
 ADDRESS (Permanent mailing address for first applicant listed.)
 Number and street:
 Rural Route:
 CITY
Millville STATE **NJ** P.O. Box: **66** ZIP CODE **08332**

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. _____,
 and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____
 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.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	TYPE OR PRINT NAME BELOW SIGNATURE		DATE
	SIGNATURE	TITLE	
		President	12/20/90
	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.

Copy cert issued to applicant 6-2-91

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

FORM APPROVED
OMB NO. 2120-0042

AIRCRAFT BILL OF SALE

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

0000197
32-1
M26305

UNITED STATES
REGISTRATION NUMBER **N 95720**

AIRCRAFT MANUFACTURER & MODEL
Cessna Aircraft 182 Skylane
AIRCRAFT SERIAL No.
182 66608

**CONVEYANCE
RECORDED**

DOES THIS 20th DAY OF Dec 19 90
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

MAY 3 3 36 PM '91

Do Not Write In This Block
**FEDERAL AVIATION
ADMINISTRATION**

PURCHASER

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

**Paramount International, Inc.
P.O. Box 66
Millville, NJ 08332**

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 20 DAY OF 12 1990

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	LEACHMAN AIRCRAFT SALES, INC	<i>R.C. Leachman</i>	<i>Pres</i>

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

REGSTR CO 5.00
0147 002 5/ 3/91

ORIGINAL: TO FAA

DEPARTMENT OF TRANSPORTATION
 FEDERAL BUREAU OF INVESTIGATION
 AIRCRAFT REGISTRY
 CONVEYANCE
 FILED WITH FAA
 AIRCRAFT REGISTRY
 MAY 3 9 59 AM '91
 OKLAHOMA CITY
 OKLAHOMA

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0043
EXPIRES 12/30/88

0 0 0 0 0 0

31-1

F 5 4 9 4 9

THIS FORM SERVES TWO PURPOSES

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Blackman Aircraft Sales Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

CESSNA FINANCE CORPORATION
P. O. Box 308
Wichita, KS 67201

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE
RECORDED

JAN 30 6 49 AM 91

FEDERAL AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER

95720

AIRCRAFT SERIAL NUMBER

18266608

AIRCRAFT MFR. (BUILDER) and MODEL

Cessna 182Q

SEE RECORDED
CONVEYANCE

NUMBER *W.W. 34465*
PAGE # *R-2 PAGE 5 30-1*

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED *11-2-90* COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON *11-26-90* AS CONVEYANCE NUMBER *W.W. 34465*

Blackman
FAA CONVEYANCE EXAMINER

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

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

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

DATE OF RELEASE: *DEC 31 1990*

CESSNA FINANCE CORPORATION

(Name of security holder)

SIGNATURE (in ink)

[Signature]
Assistant Secretary

(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):

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 1-31-91

31

DEC 21 1989
GENERAL FINANCE CORPORATION

OKLAHOMA CITY
OKLAHOMA

JAN 4 11 41 AM '91

FILED WITH FAA
AIRCRAFT REGISTRY
CONVEYANCE

November 2, 1990

NOTE AND CHATTEL MORTGAGE

No. 723138

30-1

(Date) 0 0 0 0 (Security Agreement) 2

\$ _____ Principal

\$ _____ Total Amount of Interest

_____ % per annum
(Interest Rate)

\$ _____ Total Amount Due

FOR VALUE RECEIVED, the undersigned Borrower (if more than one, such term when used herein shall refer to them individually and collectively) promises to pay to the order of CESSNA FINANCE CORPORATION ("CFC") at 5800 East Pawnee Road, Wichita, Kansas 67201 (P.O. Box 308) the Total Amount Due on the dates and in the amounts shown on the Payment Schedule below. Borrower recognizes that Interest on the unpaid Principal is computed at the Interest Rate indicated above and agrees to pay such Interest, all of which is included in the payments set forth in the Payment Schedule below, provided however, that such Interest which Borrower agrees to pay is subject to adjustments based on the following adjustments in the Interest Rate: On the 15th day of each month following the date of this Note and Chattel Mortgage, the Interest Rate shall be adjusted to reflect the increase or decrease in the publicly announced reference rate of interest in effect on the first Tuesday of that month at the Continental Illinois National Bank and Trust Company, Chicago (hereinafter referred to as the "Prime Rate" though it may not be the lowest rate of Interest offered by such bank to any class of borrowers), and, on that date, the Interest Rate shall be adjusted to an amount equal to the Prime Rate plus 1.75%. Borrower agrees that the monthly installment payments shall be in the amount as set forth in the Payment Schedule, and that any variance in the Total Amount Due resulting from changes in the Interest Rate shall be

reflected by adjustment(s) to the final payment or payments due under this Note and Chattel Mortgage. Borrower agrees that Installment payments shall be applied first to accrued Interest and the remainder to the unpaid Principal. If any Installment is not paid by the due date, then the unpaid Principal shall continue to accrue Interest at the rate indicated until such Installment or Installments are paid. Failure to pay any Installment when due shall, at the election of CFC, without demand or notice of any kind, mature the whole amount of the unpaid Principal and such amount shall be immediately due and payable with accrued Interest at the rate indicated until paid. In the event the Borrower sells, or otherwise disposes of the Aircraft (which shall only be on the conditions herein set forth) the unpaid Principal and accrued Interest shall be due and remitted to CFC so as to be received within three (3) days of such event. Borrower may prepay this Note and Chattel Mortgage at any time without penalty in which event credit will be given for unearned Interest.

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

To secure the payment of this Note and any future advances for equipment added to the Aircraft and evidenced by new Note(s) ("New Note(s)") and all other sums and obligations of the Borrower hereunder and all other present or future indebtedness of Borrower to CFC, howsoever created, arising or evidenced, due or to become due, and any renewals and extensions thereof and substitutions therefor, the Borrower mortgages to CFC and hereby grants to CFC a security interest in the herein described Aircraft together with all equipment and accessories now attached thereto or used in connection therewith and all accessions made to or upon said Aircraft (the "Aircraft") and all proceeds thereof, including insurance and proceeds of insurance, if any.

Borrower agrees that if any future advances for equipment added to the Aircraft as above set forth shall be made that the indebtedness covered by this Note and Chattel Mortgage and any New Note(s) shall be combined and that all payments made by Borrower hereunder or under such New Note(s) shall be credited to said single debt and that for all purposes of this Note and Chattel Mortgage (Security Agreement) this Note and Chattel Mortgage and any New Note(s) shall constitute and be one indebtedness.

BORROWER AND CFC UNDERSTAND AND AGREE THAT THE TERMS, CONDITIONS AND AGREEMENTS ON THE REVERSE SIDE HEREOF ARE HEREBY INCORPORATED BY REFERENCE AND CONSTITUTE A PART OF THIS AGREEMENT. EXECUTED as of the date first above set forth, in triplicate originals, one of said originals being delivered to Borrower, the receipt of which is hereby acknowledged.

Installation Payment Schedule:

3 4 4 6 5

_____ installments of \$ _____ and then
 _____ installments of \$ _____ and then
 _____ installments of \$ CONVEYANCE and then
 _____ installments of \$ RECORDED and then
 _____ installments of \$ _____ and then
 _____ installments of \$ Nov 26 8 32 AM '90 and then
 _____ installments of \$ _____ and then
 _____ installment of \$ FEDERAL AVIATION and then
 _____ installments of \$ ADMINISTRATION each,

commencing on _____ (Date)

and on the same day of each subsequent month until this Note and Chattel Mortgage is paid in full. (Computations assume that all payments are made on the due dates without adjustment for variances in the Prime Rate. Late payments continue to accrue Interest at the Rate indicated above and with all applicable adjustments due to variances in the Prime Rate. Installments include a Principal payment in varying amounts and Interest on the unpaid Principal at the Rate indicated above. Final installment(s) may be adjusted to reflect variances in the Prime Rate.)

Description of Aircraft:

1979 Year
 CESSNA Make
 182B Model
 N95720 Registration
 18266608 Serial No.

Optional equipment now installed:

DUAL 300 NAV COMS; 300 TRANSPONDER W/
 ENCODER; 300 ADF; GLIDESLOPE W/3LMB;
 300A AUTOPILOT; KN 65 DME

Aircraft base:

OKIYHOWA
 CRAVEN COUNTY AIRPORT
 (Airport)
NEW BERN NORTH CAROLINA 22 VH 30
 (City - State)

AC-38(V) 1/87 P/S

LEACHMAN AIRCRAFT SALES INC.

(Borrower)

4909 HERMITAGE ROAD

(Street Address)

NEW BERN, NC 28562

(City)

(State)

(Zip Code)

By: CESSNA FINANCE CORPORATION, ATT'Y-IN-FACT

(Signature)

(Title)

By: [Signature] ASST. SECRETARY

(Signature)

(Title)

CESSNA FINANCE CORPORATION

By: [Signature] ASS'T. SEC.

(Signature)

(Title)

RECORDED CO 5.00
1824 001 11/3/90

TERMS, CONDITIONS AND AGREEMENTS

30

The Aircraft is hereby mortgaged to CFC for the purpose of securing in the order named:
 First: The payment of all indebtedness evidenced by and according to the terms of the Note and all renewals and extensions thereof and any future advances for equipment added to the Aircraft and evidenced by New Note(s).
 Second: The prompt and faithful discharge and performance of each agreement of the Borrower herein contained made with or for the benefit of CFC in connection with the indebtedness to secure which the mortgage and security interest has been made and granted to CFC, and the repayment of all sums expended or advanced by CFC for the maintenance or preservation of the Aircraft or in enforcing its rights hereunder.
 Third: To the payment of other indebtedness of Borrower to CFC secured hereby in such order of application as CFC may from time to time select.

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

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

Borrower agrees to pay all taxes accruing upon the Aircraft and arising out of the use thereof or upon this Mortgage, Note, New Note(s) or debt, and to keep said Aircraft in good repair and in an airworthy condition at Borrower's expense. Borrower further agrees CFC may inspect the Aircraft at such time or times as CFC determines necessary.

At all times during the term of this Agreement Borrower agrees, at Borrower's expense, to keep the Aircraft insured against fire, theft and against all damage while in flight or on the ground, with breach of warranty and loss payable in favor of CFC, such insurance policies to be in a form, manner and with companies acceptable to CFC and to furnish CFC evidence of such insurance. Borrower and CFC agree that all the proceeds of any insurance shall be applied against the cost of repairing the Aircraft and the balance, if any, shall, at the option of CFC, be applied against the Total Amount Due and other sums due under this Agreement to be paid to CFC. Breach of this provision shall constitute a default hereunder and in addition to other available remedies, Borrower shall be liable to CFC for any loss or damage sustained as a result of such breach.

CFC shall have the right at its option to obtain and to pay for flight insurance, taxes and for any necessary repairs to the Aircraft if Borrower shall fail to do so, and the amount so paid, and any other sums paid by CFC and chargeable to Borrower hereunder shall be an additional lien on and security interest in the Aircraft and added to the amounts secured by these presents, and payable upon demand with interest thereon at the applicable Interest Rate set forth on the face hereof. Any sums which might at any time be in possession of CFC which might be due Borrower shall be held without any interest accruing thereupon.

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

It is hereby agreed that if default be made in the payment of any part of the Principal and Interest on the Note or any New Note(s), at the times and in the manner specified, or if any breach be made of any obligation or promise of the Borrower, herein contained or hereby secured, or if Borrower shall become insolvent, commit an act of bankruptcy, or if bankruptcy proceedings are begun by or against Borrower, or if a receiver is appointed for Borrower, or if for any reason CFC shall deem itself insecure, then in any of those events, CFC shall forthwith be entitled to possession of the Aircraft and the whole principal sum unpaid under the Note or any New Note(s) and secured hereby, with interest accrued thereon and any sums advanced under the terms of this Note and Chattel Mortgage shall become due and payable at the option of CFC without demand or notice to Borrower, and CFC may, at its option, and is hereby empowered to do so, without rescinding this Note and Chattel Mortgage, take possession of the said Aircraft without demand or notice to Borrower, demand and notice being expressly waived, and with or without a foreclosure action, and Borrower hereby agrees to deliver possession of said Aircraft to CFC, without necessity of legal action to recover possession, and CFC may retain all money paid thereon, not by way of penalty, but for liquidated damages or for rent, use and depreciation of the Aircraft (which amount Borrower specifically agrees is reasonable), and it shall be lawful for CFC, with the aid and assistance of any persons, without notice to Borrower, the same being expressly waived, to enter the premises where the Aircraft is or may be found, without liability for trespass for so entering, and to seize, remove the Aircraft to any place it sees fit, sell and dispose of the same at public or private sale, for credit or cash, for the account of Borrower, in such manner and at such time and place as CFC shall deem most advisable for the best interest of the parties, and authority is expressly given to CFC to bid at any such sale, for said sale to be held or made at any place within or without the county or state where this Note and Chattel Mortgage was executed or where the Aircraft was at any time located and Borrower hereby waives any demand for performance, and the Aircraft may be sold without being physically present at said sale. (If the Aircraft is to be sold at private sale, CFC shall give at least five (5) days' notice of the time after which such private sale may be made, such notice being stipulated by the parties to be reasonable.) CFC is expressly given the right to execute and deliver to the purchaser at any such sale, such instruments as may be required by law to transfer title to the Aircraft to said purchaser. The proceeds of any such sale shall be applied first to the payment of all expenses incurred by CFC in pursuing, taking possession of, keeping, removing and selling said Aircraft, including a reasonable commission for selling said Aircraft, and the expenses of liquidating any liens or claims upon said Aircraft, and all necessary expenses made for repairs so that said Aircraft may be sold to the best advantage, and all court costs and attorneys' fees, if any are incurred, (when allowed by statute and at the highest rate allowable) then to payment of indebtedness owing by Borrower to CFC under the terms of this Note and Chattel Mortgage and any New Note(s), then to the payment of other indebtedness of Borrower to CFC secured hereby, and the balance, if any, shall be paid to Borrower. If for any cause the said Aircraft shall fail to satisfy the amount due under this Note and Chattel Mortgage and any New Note(s), interest, costs, attorneys' fees, and other charges as aforesaid, the Borrower hereby covenants and agrees to forthwith pay the deficiency, and CFC is entitled to sue for any such deficiency in further consideration of the rent, use and depreciation of the Aircraft, notwithstanding CFC's exercise of its option to repossess and sell the Aircraft as aforesaid, and in case of suit to recover all costs and attorneys' fees. Borrower hereby waives all claims, damages, and demands against CFC arising out of the repossession, retention, reparation and sale as aforesaid.

Whenever CFC deems itself insecure, Borrower shall, at CFC's request, provide additional collateral satisfactory to CFC as security for performance of all Borrower's obligations hereunder, and in connection therewith execute all documents as requested by CFC.

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

If this Note and Chattel Mortgage and any New Note(s) are placed in the hands of an attorney for enforcement or collection, or if suit is filed thereon, Borrower shall be liable to CFC for all costs and reasonable attorney fees, where authorized by law and at the highest allowable rate.

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

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

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

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

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

WNOHV TXO

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

UNITED STATES
REGISTRATION NUMBER **N 95720**

AIRCRAFT MANUFACTURER & MODEL
CESSNA 1820

AIRCRAFT SERIAL No.
18266608

CERT. ISSUE DATE

29-1
11 26 90

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.)

LEACHMAN AIRCRAFT SALES INC.

TELEPHONE NUMBER: (919 637-7444

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 4909 HERMITAGE ROAD

Rural Route: _____ P.O. Box: _____

CITY STATE ZIP CODE

NEW BERN NC 28562

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:
- 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 of flight hours are available for inspection at _____
 - That the aircraft is not registered under the laws of any foreign country; and
 - 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		DATE
SIGNATURE	CESSNA FINANCE CORPORATION ATTORNEY-IN-FACT	
SIGNATURE	ASSISTANT SECRETARY	11/02/90
SIGNATURE	TITLE	

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.

29

[Faint, mostly illegible text and lines, possibly a title block or header section]

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
NOV 8 9 55 AM '90
OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$1.00+OVG
DESIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DE
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N95720**

AIRCRAFT MANUFACTURER & MODEL
Cessna 182Q

AIRCRAFT SERIAL No.
18266608

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

000000001710
34464

28-1

CONVEYANCE
RECORDED

NOV 26 8 32 AM '90

Do Not Write In This Block
FOR FEDERAL USE ONLY.

FEDERAL
ADMINISTRATION

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

PURCHASER

Leachman Aircraft Sales, Inc.
P.O. Box 474
New Bern, NC 28562

Alt

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 31 DAY OF Oct 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)
		Bush Field Aircraft Company	<i>[Signature]</i>

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

1824 001 11/ 3/90

ORIGINAL: TO FAA

28

[Faint, mostly illegible text and lines, possibly a checklist or form]

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
NOV 8 9 55 AM '90
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY

CAMERA NO. 3 N DATE: 11-27-90

27

MAY 29 1990

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
90 NOV 16 AM 10 44
OKLAHOMA CITY
OKLAHOMA

NOV 16 1990
OKLAHOMA CITY
OKLAHOMA

TERMS, CONDITIONS AND AGREEMENTS

The Aircraft is hereby mortgaged to CFC for the purpose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of the Note and all renewals and extensions thereof and any future advances for equipment added to the Aircraft and evidenced by New Note(s).

Second: The prompt and faithful discharge and performance of each agreement of the Borrower herein contained made with or for the benefit of CFC in connection with the indebtedness to secure which the mortgage and security interest has been made and granted to CFC, and the repayment of all sums expended or advanced by CFC for the maintenance or preservation of the Aircraft or in enforcing its rights hereunder.

Third: To the payment of other indebtedness of Borrower to CFC secured hereby in such order of application as CFC may from time to time select.

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

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

Borrower agrees to pay all taxes accruing upon the Aircraft and arising out of the use thereof or upon this Mortgage, Note, New Note(s) or debt, and to keep said Aircraft in good repair and in an airworthy condition at Borrower's expense. Borrower further agrees CFC may inspect the Aircraft at such time or times as CFC determines necessary.

At all times during the term of this Agreement Borrower agrees, at Borrower's expense, to keep the Aircraft insured against fire, theft and against all damage while in flight or on the ground, with breach of warranty and loss payable in favor of CFC, such insurance policies to be in a form, manner and with companies acceptable to CFC and to furnish CFC evidence of such insurance. Borrower and CFC agree that all the proceeds of any insurance shall be applied against the cost of repairing the Aircraft and the balance, if any, shall, at the option of CFC, be applied against the Total Amount Due and other sums due under this Agreement to be paid to CFC. Breach of this provision shall constitute a default hereunder and in addition to other available remedies, Borrower shall be liable to CFC for any loss or damage sustained as a result of such breach.

CFC shall have the right at its option to obtain and to pay for flight insurance, taxes and for any necessary repairs to the Aircraft if Borrower shall fail to do so, and the amount so paid, and any other sums paid by CFC and chargeable to Borrower hereunder shall be an additional lien on and security interest in the Aircraft and added to the amounts secured by these presents, and payable upon demand with interest thereon at the applicable Interest Rate set forth on the face hereof. Any sums which might at any time be in possession of CFC which might be due Borrower shall be held without any interest accruing thereupon.

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

It is hereby agreed that if default be made in the payment of any part of the Principal and Interest on the Note or any New Note(s), at the times and in the manner specified, or if any breach be made of any obligation or promise of the Borrower, as herein contained or hereby secured, or if Borrower shall become insolvent, commit an act of bankruptcy, or if bankruptcy proceedings are begun by or against Borrower, or if a receiver is appointed for Borrower, or if for any reason CFC shall deem itself insecure, then in any of those events, CFC shall forthwith be entitled to possession of the Aircraft and the whole principal sum unpaid under the Note or any New Note(s) and secured hereby, with interest accrued thereon and any sums advanced under the terms of this Note and Chattel Mortgage shall become due and payable at the option of CFC without demand or notice to Borrower, and CFC may, at its option, and is hereby empowered to do so, without rescinding this Note and Chattel Mortgage, take possession of the said Aircraft without demand or notice to Borrower, demand and notice being expressly waived, and with or without a foreclosure action, and Borrower hereby agrees to deliver possession of said Aircraft to CFC, without necessity of legal action to recover possession, and CFC may retain all money paid thereon, not by way of penalty, but for liquidated damages or for rent, use and depreciation of the Aircraft (which amount Borrower specifically agrees is reasonable), and it shall be lawful for CFC, with the aid and assistance of any persons, without notice to Borrower, the same being expressly waived, to enter the premises where the Aircraft is or may be found, without liability for trespass for so entering, and to seize, remove the Aircraft to any place it sees fit, sell and dispose of the same at public or private sale, for credit or cash, for the account of Borrower, in such manner and at such time and place as CFC shall deem most advisable for the best interest of the parties, and authority is expressly given to CFC to bid at any such sale, for said sale to be held or made at any place within or without the county or state where this Note and Chattel Mortgage was executed or where the Aircraft was at any time located and Borrower hereby waives any demand for performance, and the Aircraft may be sold without being physically present at said sale. (If the Aircraft is to be sold at private sale, CFC shall give at least five (5) days' notice of the time after which such private sale may be made, such notice being stipulated by the parties to be reasonable.) CFC is expressly given the right to execute and deliver to the purchaser at any such sale, such instruments as may be required by law to transfer title to the Aircraft to said purchaser. The proceeds of any such sale shall be applied first to the payment of all expenses incurred by CFC in pursuing, taking possession of, keeping, removing and selling said Aircraft, including a reasonable commission for selling said Aircraft, and the expenses of liquidating any liens or claims upon said Aircraft, and all necessary expenses made for repairs so that said Aircraft may be sold to the best advantage, and all court costs and attorneys' fees, if any are incurred, (when allowed by statute and at the highest rate allowable) then to payment of indebtedness owing by Borrower to CFC under the terms of this Note and Chattel Mortgage and any New Note(s), then to the payment of other indebtedness of Borrower to CFC secured hereby, and the balance, if any, shall be paid to Borrower. If for any cause the said Aircraft shall fail to satisfy the amount due under this Note and Chattel Mortgage and any New Note(s), interest, costs, attorneys' fees, and other charges as aforesaid, the Borrower hereby covenants and agrees to forthwith pay the deficiency, and CFC is entitled to sue for any such deficiency in further consideration of the rent, use and depreciation of the Aircraft, notwithstanding CFC's exercise of its option to repossess and sell the Aircraft as aforesaid, and in case of suit to recover all costs and attorneys' fees. Borrower hereby waives all claims, damages, and demands against CFC arising out of the repossession, retention, reparation and sale as aforesaid.

Whenever CFC deems itself insecure, Borrower shall, at CFC's request, provide additional collateral satisfactory to CFC as security for performance of all Borrower's obligations hereunder, and in connection therewith execute all documents as requested by CFC.

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

If this Note and Chattel Mortgage and any New Note(s) are placed in the hands of an attorney for enforcement or collection, or if suit is filed thereon, Borrower shall be liable to CFC for all costs and reasonable attorney fees, where authorized by law and at the highest allowable rate.

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

Any notice not hereinbefore waived may be mailed to the Borrower at the address shown on the face hereof by United States Postal Service, postage prepaid, and the same shall be due notice to the Borrower, in spite of any change of business address or place of residence of Borrower.

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

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

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

25-1 FORM APPROVED
OMB NO. 2120-0029
EXP. DATE 10/31/94

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

UNITED STATES
REGISTRATION NUMBER **N 95720**

AIRCRAFT MANUFACTURER & MODEL
CESSNA 182Q

AIRCRAFT SERIAL No.
18266608

CERT. ISSUE DATE

G MAY 24 1990

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.)
BUSH FIELD AIRCRAFT COMPANY

TELEPHONE NUMBER: (**404**) **793-1912**

ADDRESS (Permanent mailing address for first applicant listed.)
Number and street: **1511 HANGAR ROAD BUSH FIELD AIRPORT**

Rural Route: CITY	STATE	P.O. Box:	ZIP CODE
AUGUSTA	GA		30906

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		DATE
SIGNATURE	CESSNA FINANCE CORPORATION	
<i>John S. Hawk</i>	ATTORNEY-IN-FACT	
SIGNATURE	Treasurer	5/09/90
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.

FAA AIRCRAFT REGISTRY

CAMERA NO. | DATE: 6-12-90

25

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SIRI-101 ASA

TRANSFER & BILLING FORMS

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OKLAHOMA

OKLAHOMA CITY

MAY 14 10 59 AM '90

AIRCRAFT REGISTRY

FILED WITH FAA

CONVEYANCE

FAA AIRCRAFT REGISTRY

CAMERA NO. | DATE: 6-12-90

24

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FAA AIRCRAFT REGISTRY
30000 AC ALPHABET

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAY 14 10 59 AM '90
OKLAHOMA CITY
OKLAHOMA

23-1

0 0 0 0 0 0 0
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

FORM APPROVED 3
 OMB NO. 2120-0043
 EXP. DATE 6/30/84

THIS FORM SERVES TWO PURPOSES

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Fire Flyers Inc

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Ernest Larsen
c/o Dale Larsen
2940 W. 150th St

Shakopee, MN 55379

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

G 7-7-647

CONVEYANCE
 RECORDED

MAY 24 10 23 AM '90

FEDERAL AVIATION
 ADMINISTRATION

Do Not Write In This Block
 FOR FAA USE ONLY

FAA REGISTRATION NUMBER <i>95720</i>	AIRCRAFT SERIAL NUMBER <i>18266008</i>	AIRCRAFT MFR. (BUILDER) and MODEL <i>Cessna 182Q</i>
ENGINE MFR. and MODEL		ENGINE SERIAL NUMBER(S)
PROPELLER MFR. and MODEL		PROPELLER SERIAL NUMBER(S)

SEE RECORDED
 CONVEYANCE
 NUMBER 421652
 FICHE # 7 PAGE # 221

THE SECURITY CONVEYANCE DATED 3-1-87 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 11-9-87 AS CONVEYANCE NUMBER 421652
W Edwards
 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: 5-9-90
ERNEST LARSEN
 (Name of security holder)
 SIGNATURE (in ink) *Ernest Larsen*
 TITLE INDIVIDUAL

(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):

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

22-1

NAME & ADDRESS OF DEBTOR Fire Flyers Inc. 2940 W. 150th. Street Shakopee, Minnesota 55379
NAME & ADDRESS OF SECURED PARTY/ASSIGNEE Ernest Larsen % Dale Larsen 2940 W. 150 th. St. Shakopee, Mn. 55379
NAME OF SECURED PARTY'S ASSIGNOR

U21052
EXCHANGE
RECORDED
Nov 9 2 03 PM '87
FEDERAL
AVIATION
ADMINISTRATION
ABOVE SPACE
FOR FAA USE ONLY

Date: 3-1-87

Complete description of collateral being mortgaged:

AIRCRAFT (FAA registration number, manufacturer, model, and serial number):
N95720 Cessna 182Q 18266608

ENGINES (manufacturer, model, and serial number):

Continental 0470-Q 467415

PROPELLERS (manufacturer, model, and serial number):

Mc Cauley C2434C204

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

3:57 PM 3673

5.00 REC
0 255 A 10/19/87

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

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

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

Note bearing date of 1 March 1987 executed by the debtor and payable to the order of Ernest Larsen in the aggregate sum of \$ 15,500.00 with interest thereon at the rate of 10.5 per centum per annum, from date, payable in installments as follows: The principal and interest of said note is payable in 60 installments of \$ 333.25 each on the 1st day of each successive month beginning with the 1st day of April 1987. The last payment of \$ 333.25 is due on the 1st day of March 1992.

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

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

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

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

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

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

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

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

ACKNOWLEDGMENT:
(If required by applicable local law)

NAME OF DEBTOR Fire Flyers Inc.

SIGNATURE(S) (IN INK) X Mrs. Kay A. Nagel
(If executed for co-ownership, all must sign)

TITLE President, Fire Flyers Inc.
(If signed for a corporation, partnership, owner, or agent)

ASSIGNMENT BY SECURED PARTY

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

Dated this _____ day of _____ 19__

ACKNOWLEDGMENT:
(If required by applicable local law)

NAME OF SECURED PARTY (ASSIGNOR) _____

SIGNATURE(S) (IN INK) _____
(If executed for co-ownership, all must sign)

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

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

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

PLEASE REMOVE THIS PORTION AT PERFORATION BEFORE SUBMITTING TO FAA.

R 070787 21-1
ID AND DATE

AIRCRAFT N 95720

DOCUMENT RETURNED _____ (date)

Date received: _____

MICRO # : _____

Reason returned: _____

DUPLICATE CERTIFICATE ISSUED _____ (date)

REVISED CERTIFICATE ISSUED 7-7-87 (date) *Name was misspelled in original certificate issued 6-9-87*
Address changed to:

Street: _____

City: _____

State: _____ Zip: _____

AIRCRAFT DESCRIPTION CHANGE:

N-number: _____

Serial number: _____

Make: _____

Model: _____ (MMC: _____)

Reason: N-number change FAA 8130-6

Other: _____

OTHER:

FAA AIRCRAFT REGISTRY

CAMERA NO. 2 DATE: 7-10-87

21

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

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION WAKE MEADOWS AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			20-1 CERT. ISSUE DATE 10 6 87 Y 060987
UNITED STATES REGISTRATION NUMBER N 95728 0000			
AIRCRAFT MANUFACTURER & MODEL CESSNA 182Q			
AIRCRAFT SERIAL No. 182-66608		FOR FAA USE ONLY	
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Gov'l <input type="checkbox"/> 8. Foreign-owned Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) FIRE FLYERS, INC			
TELEPHONE NUMBER: () ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 2940 W. 150TH ST.			
Rural Route:	STATE	P.O. Box:	ZIP CODE
CITY SHAKOPEE	MN		55379
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States (For voting trust, give name of trustee: _____), or: CHECK ONE AS APPROPRIATE: a. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____ b. <input checked="" type="checkbox"/> 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
	Wade & Larson	TREASURER	4-28-87
SIGNATURE	TITLE	DATE	
SIGNATURE	TITLE	DATE	
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

20

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OKLAHOMA

MAY 11 1987

OKLAHOMA

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

FOR AND IN CONSIDERATION OF \$ 00000001066 THE
UNDERSIGNED OWNER(S) OF THE ABOVE LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER N95720

AIRCRAFT MANUFACTURER & MODEL
CESSNA 182Q

AIRCRAFT SERIAL No.
182-66608

DOES THIS 1st DAY OF APRIL 1987

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

CONVEYANCE

Do Not Write In This Block
FOR FAA USE ONLY

NAME AND ADDRESS

(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND INITIALS)

PURCHASER

FIRE FLYERS, INC.
2940 W. 150 ST.
SHAKOPEE, MINN
55379

FEDERAL AVIATION
ADMINISTRATION

JUN 9 3 17 PM '87

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 13th DAY OF APRIL 1987

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	<u>California Aircraft Exchange, Inc</u>	<u>AIROL</u>	<u>V.P.</u>
		<u>1:03 PM 3393</u>	<u>5.00 REG</u> <u>0 255 A 05/14/87</u>

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

ORIGINAL: TO FAA

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT 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 **N95720**

AIRCRAFT MANUFACTURER & MODEL
CESSNA 182Q

AIRCRAFT SERIAL No.
182-66608

DOES THIS **11** DAY OF **MARCH** 19**87**
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 FPM USE ONLY

JUN 9 3 17 PM '87

PURCHASER

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
**CALIFORNIA AIRCRAFT EXCHANGE
7150 HAYVENHURST AVE
VAN NUYS, CALIF. 91406**

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 **11** DAY OF **MAR** 19**87**

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK; (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	CHARLES B. NEWBERY	<i>[Signature]</i>	CO-OWNER
	JOYCE A. NEWBERY	<i>[Signature]</i>	OWNER

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

ORIGINAL: TO FAA

Y 2 2 9 9 2

17-1

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OLD APPROVAL
NOT REQUIRED

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Charles B. Newberry, Joyce A. Newberry

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
Citizens Bank

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE
RECORDED

JUN 9 3 17 PM '87

FEDERAL AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER 95720	AIRCRAFT SERIAL NUMBER 18266608	AIRCRAFT MFR. (BUILDER) and MODEL Cessna 182Q
ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)	
PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)	

RECORDED
CONVEYANCE
NUMBER 546733
FICHE # 1 PAGE # 15-1

THE SECURITY CONVEYANCE DATED 2-8-84 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 4-4-84 AS CONVEYANCE NUMBER S46733

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: 3-11-87
Citizens Bank

(Name of security holder)
SIGNATURE (in ink) [Signature]

TITLE VICE PRESIDENT / MANAGER

(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 8090-41 (8-77) (0052-00-543-9001)

DAT'S DIXIE AIRE TITLE SERVICE, INC.
P.O. Box 19780
Oklahoma City, OK 73144
405-682-0277
"WE CARE"

Y 2 8 3 3

CONVEYANCE

NUMBER

RECORDED

CONVEYANCE

NUMBER

PAGE

OKLAHOMA
OKLAHOMA CITY
MAY 14 4 42 PM '87
FILED
AIRCRAFT REGISTRY

July 1, 1984 DOI 4-4-84 (6-1)
REV. L AUG 9 1984

Please change the address
on my aircraft.

182 qd.

N 95720

Serial # 66608

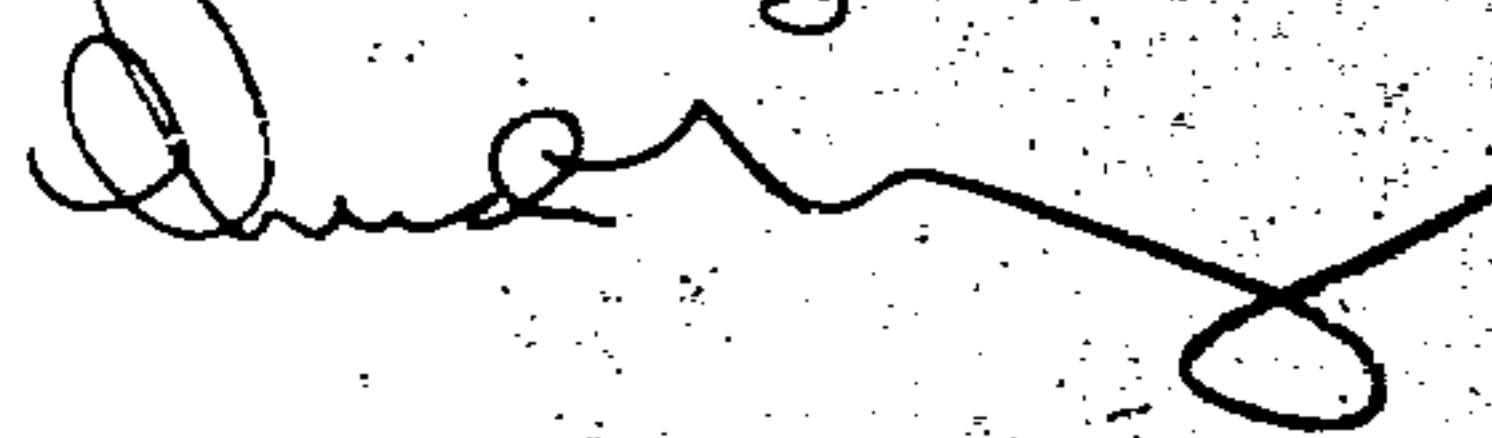
New address:

Chuck or Joyce Newberry

P.O. Box 38

Greenville, Utah 84731

Sincerely,



PROMISSORY NOTE, SECURITY AGREEMENT, AND DISCLOSURE



CITIZENS BANK

2650 E. Imperial Hwy., Brea, Ca. 92621
Date: February 8, 1984

Borrower: Charles B. & Joyce A. Newberry
Address: 5748 Grandview
Yorba Linda, Ca. 92686

000000193 15-1

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The Cost of Your Credit as a Yearly Rate. 13.25 %	The Dollar Amount the Credit Will Cost You. \$ 11,965.18	The Amount of Credit Provided to You or on Your Behalf. \$ 25,000.00	The Amount You Will Have Paid After You Have Made All Payments as Scheduled. \$ 36,965.18

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
47	\$379.15	First payment due on March 24, 1984 and continuing monthly thereafter until February 24, 1988 at which time a balloon payment of \$19,145.13 is due for maturity.
1	\$19,145.13	

Insurance

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
CREDIT LIFE		I Want Credit Life Insurance. Signature _____
CREDIT LIFE AND DISABILITY		I Want Credit Life and Disability Insurance. Signature _____
JOINT CREDIT LIFE		We Want Joint Credit Life Insurance. Signature (1) _____ (2) _____
JOINT CREDIT LIFE & SINGLE DISABILITY		We Want Joint Credit Life and Single Disability Insurance. Signature (1) _____ (2) _____
I do not wish Credit Life or Credit Disability Insurance		Signature (1)X _____ (2)X _____

You may obtain property insurance from anyone you want that is acceptable to Citizens Bank.

SECURITY: You are giving a security interest in: _____
The goods or property being purchased.
(Brief description of other property.) Used Aircraft

Late Charge: If a payment is late, you will be charged 5% of your monthly payment.
Prepayment: If you pay off early, you will not have to pay the full amount of the finance charge.
See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.
NOTE: "e" means an estimate.

This Promissory Note, Security Agreement and Disclosure Statement is made by and between Charles B. & Joyce Newberry of Yorba Linda, Ca. hereinafter referred to as "Debtor(s)" and CITIZENS BANK of Brea (OFFICE) Brea, California, hereinafter referred to as "Secured Party."

SECURITY INTEREST(S): 1979 Cessna Skylane 182 Serial Number 18266608; N 95720

all existing and after-acquired accessions thereto and all proceeds and in any credit life insurance obtained through Secured Party written in connection with this credit required property insurance, including proceeds and unearned premiums. Secured Party shall be named beneficiary under any credit life insurance obtained by Secured Party written in connection with this credit. The security interest(s) will secure future indebtedness of Debtor(s) to Secured Party, except future "consumer credit" indebtedness under the Truth in Lending Act and regulations thereunder unless the property described herein and the type of security interest acquired by Secured Party herein are disclosed at that time then required by such Act and regulations; and

A general lien arising by operation of law upon all goods, instruments, documents, and chattel paper belonging to Debtor(s) while such is in the possession of Secured Party.

APPLICATION OF BORROWER: You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Your co-borrower is not eligible for disability insurance.

LATE CHARGE: Debtor(s) shall pay a late charge of 5% of the unpaid balance of any installment past due for a period in excess of 10 days (minimum late charge \$1.00).

ACCELERATION: If Debtor(s) fail to pay an installment when due or otherwise default under this note and agreement, at Secured Party's option, all secured indebtedness (including accrued interest, plus an additional amount necessary to bring Secured Party's Finance Charge earnings to \$100.00 and late charges) shall be immediately due and payable in full and Secured Party will not rebate any of the minimum charge.

PREPAYMENT: This credit may be prepaid at any time, either in full or in part, together with accrued interest to the date of prepayment. On full prepayment, Debtor(s) must pay an additional amount necessary to bring Secured Party's Finance Charge earnings to \$100.00 and Secured Party will not rebate any of the minimum charge.

In installments as here stated, for value received, Debtor(s) jointly and severally promise to pay to Secured Party, or order, at its above office, the principal sum of; Twenty Five Thousand and no/100 Dollars (25,000.00) with interest from date unpaid principal at the rate of Thirteen and 25/100ths (13.25%) percent or a minimum of \$100.00, whichever is greater, computed on a basis of a 360 day year and actual days elapsed, principal and interest payable in installments of Three Hundred Seventy Nine and 15/100 Dollars (379.15),

or more, on the 24th day of each consecutive month, beginning on the Twenty-Fourth day of March, 1984, on which maturity date the entire amount of principal and interest remaining unpaid shall be due and payable. Each of said payments shall be credited, first on the interest then due, second, on late charges then due, and the remainder of the principal sum; and interest shall thereupon cease on the amount so credited on principal. Each Debtor signing this note and agreement expressly assents to the liability of his or her separate property for all debts and obligations under this note and agreement.

All of the "Additional Terms" on the reverse side hereof, which are incorporated herein by reference, have been read by Debtor(s) who understand and agree that all of said "Additional Terms" are part of this note and agreement.

EACH DEBTOR ACKNOWLEDGES THAT BEFORE SIGNING THIS NOTE AND AGREEMENT THEY HAVE READ A COMPLETED LEGIBLE COPY OF THE DISCLOSURE. DEBTOR(S) APPROVE THE ANNUAL PERCENTAGE RATE, THE METHOD OF COMPUTING THE FINANCE CHARGE, AND ALL OTHER ITEMS.

X Charles B. Newberry 2-8-84 (DATE) (DEBTOR) (DATE)
X Joyce A. Newberry 2-8-84 (DATE) (DEBTOR) (DATE)
BY Glen A. Harrison 2-8-84 (DATE) (SECURED PARTY) (SIGNED AS DEBTOR TO GRANT SECURITY INTEREST ONLY AND WITHOUT PERSONAL LIABILITY) (DATE)
Glen A. Harrison Vice President/Mgr.

LSC-01

ORIGINAL

6:04 PM 7253

0 255 A 82/29/84

000000-192

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

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

UNITED STATES
REGISTRATION NUMBER **N** 95720

AIRCRAFT MANUFACTURER & MODEL
CESSNA 182 Q

AIRCRAFT SERIAL No.
18266608

14-1
CERT. ISSUE DATE
5040484

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.)
 NEWBERRY; CHARLES B.
 NEWBERRY; JOYCE A.

TELEPHONE NUMBER: (714) 990-0702

ADDRESS (Permanent mailing address for first applicant listed.)
 Number and street: 5748 Grandview

Rural Route: _____ P.O. Box: _____

CITY YORBA LINDA	STATE CALIFORNIA	ZIP CODE 92686
---------------------	---------------------	-------------------

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
		owner	2/21/84
		owner	2.21.84
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.

FORM APPROVED:
DEB NO: 84-28078

0 0 0 0 0 1 9 1
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER **N 95720**

AIRCRAFT MANUFACTURER & MODEL **Cessna 182 Q**

AIRCRAFT SERIAL No. **18266608**

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

S 4 6 7 3 2
13-1

CONVEYANCE REQUIRED
APR 4 8 39 AM '84
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.)
Newberry, Charles B. + Joyce A.
1178 Fiesta Mall
Mesa, Az. 85202

CB

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)
		Ross Crowley	<i>Ross Crowley</i>
	Eva Crowley	<i>Eva Crowley</i>	Co Owner

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

5.00 REG
6:04 PM 7253 0 255 A 02/29/84

ORIGINAL: TO FAA

AC FORM 8050-2 (1-78) (0052-629-0002)

13

CONVEYANCE
FILL IN WITH FAA
AIRCRAFT REGISTRY
APR 24 11 5 AM '84
OKLAHOMA CITY
OKLAHOMA

TPL# 0-71124 71534
S 4670 #2
12-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
*Crowley, Rose J.
Crowley, Eva*

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
Bank of America NT & SA

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE
RECORDED

APR 4 0 39 AM '84

FEDERAL AVIATION
ADMINISTRATION

SEE RECORDED
CONVEYANCE
NUMBER *H05534*
FIGURE # *1* PAGE # *107*

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
<i>N95720</i>	<i>18266608</i>	<i>Cessna 182Q</i>

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED *1-19-79* COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON *2-21-79* AS CONVEYANCE NUMBER *H05534*
J. Phelps
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.

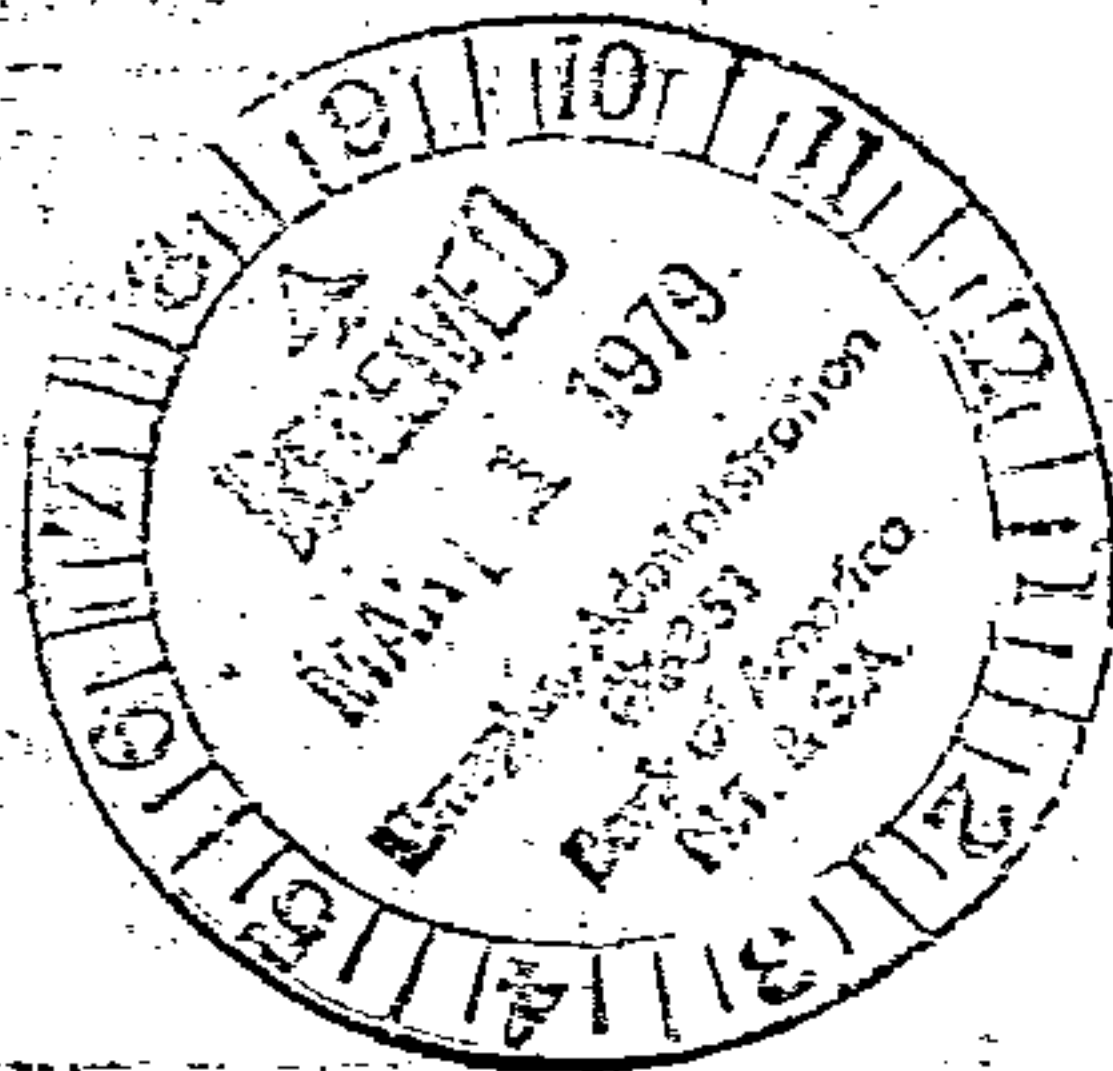
DATE OF RELEASE *February 13, 1984*
BANK OF AMERICA, NT & SA
(Name of security holder)
SIGNATURE (in ink) *[Signature]*
TITLE *Assistant Vice President*

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

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

CHRISTOPHER SUE
HOMAYE/480

ARRANGE
FOR THE FAA
GENERAL REGISTRY
5 11 25 AM '84
OKLAHOMA CITY
OKLAHOMA



FAA AIRCRAFT REGISTRY
 CAMERA NO. 47N DATE: 2/10/82

FORM APPROVED OMB NO. 04-R0076

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

0000 00764 11-1
 CERT. ISSUE DATE

UNITED STATES
 REGISTRATION NUMBER **N 95720**
 AIRCRAFT MANUFACTURER & MODEL
CESSNA SKYLANE
 AIRCRAFT SERIAL No.
182-66608

FEB 21 1979

FOR FAA USE ONLY

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

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

CROWLEY ROSS F.
 CROWLEY EVA

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **165 S. BERNARDO # 23**

Rural Route: P. O. Box:

CITY	STATE	ZIP CODE
SONNYVALE	CALIF	94086

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
	<i>Ross F. Crowley</i>	Owner	1-19-79
	SIGNATURE	TITLE	DATE
<i>Eva Crowley</i>	Owner	1-19-79	
SIGNATURE	TITLE	DATE	

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 47 DATE: 2/10/82

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
FEB 15 8 05 AM '79
OKLAHOMA CITY
OKLAHOMA

SECURITY AGREEMENT



To: Bank of America NT & CA
WESTER BRANCH #157
1510 THE ALAMEDA
SAN JOSE, CA 95126

1-19-79

0157-0-71534
LOAN NUMBER

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

YEAR MODEL	MANUFACTURER'S MAKE OR TRADE NAME	MODEL NAME	BODY TYPE OR SIZE	MANUFACTURER'S SERIAL NO. OR I.D. NO.
1975	CESSNA	182 Q		18266603
DESCRIBE EXTRA EQUIPMENT AND SERIAL NOS.				
			LICENSE OR REG. NO.	MODEL ENGINE
			995720	1055

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

I grant this security interest to secure the payment of:

A promissory note in the original principal amount of *****
FORTY FOUR THOUSAND THREE HUNDRED TWENTY FOUR AND NO/100 *****
***** DOLLARS (\$ 44,324.00),

dated 1-19-79, which is payable by ROSS F. CROWLEY
EVA CROWLEY to you (the "Note");

CUSTOMER(S) NAME(S)

- All extensions, revisions, or renewals of the Note;
- All late charges on the Note;
- "Collection and Protection Costs"—including attorneys' fees, court costs, and any other money you spend in collecting the Note, or in finding, taking possession of, repairing, protecting, insuring or storing the Property, or returning the Property to the Location or to the place of its sale if you find it necessary to sell the Property pursuant to this Security Agreement; and
- Any other sum I owe or will owe you unless that debt arises out of a consumer credit transaction which is subject to the disclosure requirements of the Federal Truth in Lending Law and there is no written agreement between you and any (but not necessarily all) of us who sign this Security Agreement that the Property is to secure that debt.

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

316 11570 102A

SECURITY AGREEMENT

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

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

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

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

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

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

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

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

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

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

Ross J. Crowley
(Signature) Co. owner

165 So. Bernardo #23

Sunnyvale, Ca. 94086
(Address)

Eva Crowley
(Signature)

165 So. Bernardo #23

(Address if different)

(Signature)

OKLAHOMA CITY
OKLAHOMA COUNTY
FEB 15 8 05 AM '82
SUBMITTED BY TELETYPE
AIRCRAFT REGISTRY
CONVEYANCE

FORM APPROVED:
OMB NO. 04-0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

00000 007639-1

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$100,000 + OVC THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 95720**
AIRCRAFT MANUFACTURER & MODEL
CESSNA SKYLANE
AIRCRAFT SERIAL No.
182-66608

FEB 21 8 11 AM '79

H 0 5 5 3 3

DOES THIS 19TH DAY OF JAN. 1979
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.)
CROWLEY BOSS F - owner
CROWLEY EVA - owner
165 S BERNARDO #23
SUNNYVALE CALIF 94086

DEALER CERTIFICATE NUMBER

BoA

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 19TH DAY OF JAN 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)
		AIR ONE, INC.	<i>Walter Spindel</i>

16 453040005.008A

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

ORIGINAL: TO FAA

FAA AIRCRAFT REGISTRY

CAMERA NO. 4th DATE: 2/10/82

9

SPR 1122 11/10/82

CONVEYANCE SUBMITTED BY MAIL
FILED WITH FAA
AIRCRAFT REGISTRY
FEB 15 8 05 AM '79
OKLAHOMA CITY
OKLAHOMA

000000766 8-1

BUDGET BUREAU NO. 04-B0189; APPROVAL EXPIRES SEPTEMBER 30, 1972

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

RELEASE

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

AIRCRAFT MAKE AND MODEL Cessna 182Q	
FAA REGISTRATION NUMBER N-95720	AIRCRAFT SERIAL NUMBER 182-66608
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

FEDERAL AVIATION
ADMINISTRATION
FEB 21 8 10 AM '79
CONVEYANCE
SERIALIZED

H 0 5 5 3 2

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated 10-30-78, was executed by Air One, Inc.
to Cessna Finance Corporation
and assigned to _____

This conveyance was recorded by the Federal Aviation Administration on 11-27-78
and was assigned conveyance number N27719

I hereby certify and acknowledge that the above described collateral was released from the terms of
the conveyance on 1-24-79

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

Cessna Finance Corporation

(Name of Security Holder)

SIGNATURE (In Ink) E.T. Hall

TITLE Branch Manager

ACKNOWLEDGMENT (If Required By Applicable Local Law)

FAA AIRCRAFT REGISTRY

CAMERA NO. 47 DATE: 2/10/82

8

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
FEB 15 8 05 AM '79
OKLAHOMA CITY
OKLAHOMA

BUDGET BUREAU NO. 04-R0189; APPROVAL EXPIRES SEPTEMBER 30, 1972

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

RELEASE

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

AIRCRAFT MAKE AND MODEL
Cessna 182

FAA REGISTRATION NUMBER N95720	AIRCRAFT SERIAL NUMBER 182-66608
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)

SPARE PARTS AND LOCATION

0 0 0 0 0 5 3 2

133755

FEB 9 10 18 AM '79
 FEDERAL AVIATION
 ADMINISTRATION
 CONVEYANCE
 RECORDED

Do Not Write In This Block
 FOR FAA USE ONLY

MICROFILM CODE
 2E KE

The conveyance dated October 30, 1978, was executed by Air One, Inc.
 to Cessna Finance Corporation
 and assigned to _____

This conveyance was recorded by the Federal Aviation Administration on Unknown
 and was assigned conveyance number Unknown

I hereby certify and acknowledge that the above described collateral was released from the terms of
 the conveyance on February 2, 1979

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

Cessna Finance Corporation
 (Name of Security Holder)

SIGNATURE (In Ink) [Signature]

TITLE Assistant Secretary

ACKNOWLEDGMENT (If Required By Applicable Local Law)

FAA AIRCRAFT REGISTRY
CAMERA NO. 4th DATE: 2/10/82

OKLAHOMA CITY, OKLA
FEB 6 8 36 AM '79
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

000001604

Q 8 3 9 3 9

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

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

RELEASE

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

AIRCRAFT MAKE AND MODEL Cessna 182	
FAA REGISTRATION NUMBER N95720	AIRCRAFT SERIAL NUMBER 182-66608
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

CONVEYANCE
 RECORDED
 DEC 1 2 00 PM '78
 FEDERAL AVIATION
 ADMINISTRATION

Do Not Write In This Block
 FOR FAA USE ONLY

MICROFILM CODE

2E KE

The conveyance dated October 18, 1978, was executed by Airflite, Inc., North
 to Cessna Finance Corporation
 and assigned to _____

This conveyance was recorded by the Federal Aviation Administration on Unknown
 and was assigned conveyance number Unknown

I hereby certify and acknowledge that the above described collateral was released from the terms of
 the conveyance on November 15, 1978

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

Cessna Finance Corporation

(Name of Security Holder)

SIGNATURE (In Ink) *[Signature]*

TITLE Assistant Secretary

ACKNOWLEDGMENT (If Required By Applicable Local Law)

FAA AIRCRAFT REGISTRY
CAMERA NO. 4th DATE: 2/16/82

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY

DEC 1 1978
NOV 21 3 41 PM '78

OKLAHOMA CITY
OKLAHOMA

000001468
N27719

NOTE AND CHATTEL MORTGAGE
(Security Agreement)

October 30, 1978
\$ 43733.67 Principal
\$ 11152.00 Total Amount of Interest
11.70% per annum to
October 30, 1979
(Original Interest Rate)
12.70% per annum to
February 30, 1983
(Revised Interest Rate)
\$ 54285.67 Total Amount Due

Instalment Payment Schedule:
One (1) instalment of \$ 4860.07
on February 30, 1979 and
Forty-eight (48) consecutive monthly instalments of \$ 1042.20
each, commencing on the 30 day
of March, 1979
and on the same day of each subsequent
month until this Note and Chattel Mortgage
paid in full. *

* (Computations assume all payments are made on the due dates. Late payments continue to accrue interest at the Original and/or Revised Rate as applicable. The first instalment includes a Principal payment of \$ 4433.67 plus one month's interest at the Original Rate, the next eight (8) instalments include a Principal payment and interest on the unpaid Principal at the Original Rate and the next forty (40) instalments include a Principal payment and interest on the unpaid Principal at the Revised Rate)

Aircraft:
1979 Year
Cessna Make
182II Model
N55720 Registration
18266608 Serial No.

Optional equipment now installed:
300A Navomatic Incl D-Cyro Cr. EX
300 Ver/Loc Ind. W/ARC EX

Aircraft base:
San Jose, CA

CONVEYANCE RECEIVED
FOR VALUE RECEIVED, the undersigned Borrower (if more than one, such term when used herein shall refer to them individually and collectively) promises to pay to the order of CESSNA FINANCE CORPORATION ("CFC") 1144 Coleman Avenue, San Jose, California 95110, Kansas 67201 (P.O. Box 308) the Total Amount Due on the dates and in the amounts shown on the Instalment Payment Schedule. This Note and Chattel Mortgage shall not bear interest if the Principal is paid in full on or before January 30, 1979. Should the herein described Aircraft be put into a flight status before February 30, 1979 (which shall only be with prior written notice to CFC), then Borrower promises to make consecutive monthly payments on the 30 day of each month up to and including February 30, 1979 at the rate of Fifteen & 72/100 Dollars (\$ 15.72) per hour for each hour the Aircraft is flown and with each payment to certify the hours the said Aircraft has been flown, such monthly payments to be applied against the first Instalment shown on the Instalment Payment Schedule. Borrower recognizes that prior to October 30, 1979 interest on the unpaid Principal is computed at the Original Rate and thereafter at the Revised Rate and agrees to pay such interest, all of which is included in the payments set forth in the Instalment Payment Schedule. Borrower agrees that Instalment payments shall be applied first to accrued interest and the remainder to the unpaid Principal. If any Instalment is not paid by the due date, then the unpaid Principal shall continue to accrue interest at the applicable rate indicated above until such Instalment or Instalments are paid. Failure to pay any Instalment when due shall, at the election of CFC, without demand or notice of any kind, mature the whole amount of the unpaid Principal and accrued interest and such amounts shall be immediately due and payable. The unpaid Principal shall continue to accrue interest at the applicable Rate indicated above until paid. In the event the Borrower sells or otherwise disposes of the Aircraft (which shall only be on the conditions herein set forth) the unpaid Principal and accrued interest shall be due and remitted to CFC so as to be received within three (3) days of such event. If Borrower pays each Instalment when due and pays the unpaid Principal in full by May 30, 1979 interest will be recomputed from January 30, 1979 to the prepayment date at the rate of Ten & 95/100 percent (10.95%) per annum. Borrower may prepay this Note and Chattel Mortgage at any time without penalty in which event credit will be given for unearned interest.

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

To secure the payment of this Note and any future advances for equipment added to the Aircraft and evidenced by new Note(s) ("New Note(s)") and all other sums and obligations of the Borrower hereunder and all other present or future indebtedness of Borrower to CFC, howsoever created, arising or evidenced, due or to become due, and any renewals and extensions thereof and substitutions therefor, the Borrower mortgages to CFC and hereby grants to CFC a security interest in the herein described Aircraft together with all equipment and accessories now attached thereto or used in connection therewith and all future additions or replacements made to or upon said Aircraft (the "Aircraft") and all proceeds thereof, if any.

Borrower agrees that if any future advances for equipment added to the Aircraft as above set forth shall be made that the indebtedness covered by this Note and Chattel Mortgage and any New Note(s) shall be combined and that all payments made by Borrower hereunder or under such New Note(s) shall be credited to said single debt and that for all purposes of this Note and Chattel Mortgage (Security Agreement) this Note and Chattel Mortgage and any New Note(s) shall constitute and be one indebtedness.

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

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

By: [Signature] Air One, Inc. (Borrower)
1144 Coleman Avenue (Street Address)
San Jose, CA 95110 (City/State)
By: [Signature] Cessna Finance Corporation - Attorney in Fact (Title)

INSTRUCTIONS:
Sign all copies in ink - NO CARBON SIGNATURES. Names and signatures on this Mortgage MUST agree exactly with the aircraft registration. Insure aircraft underwriter to give CFC written notice of full hull and third party liability coverages.

FAA Copy

NOV 17 8 10 2 2005 008A

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8177SH

TERMS, CONDITIONS AND AGREEMENTS

The Aircraft is hereby pledged to CFC for the purpose of securing in the order named:
First: The payment of all indebtedness evidenced by and according to the terms of the Note and all renewals and extensions thereof and any future advances for equipment added to the Aircraft and evidenced by New Note(s).

Second: The prompt and faithful discharge and performance of each agreement of the Borrower herein contained made with or for the benefit of CFC in connection with the purchase of the Aircraft, which the mortgage and security interest has been made and granted to CFC, and the repayment of all sums expended or to be expended by CFC for the maintenance or preservation of the Aircraft or in enforcing its rights hereunder.

Third: To the payment of other indebtedness of Borrower to CFC secured hereby in such order of application as CFC may from time to time select.

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

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

Borrower agrees to pay all taxes accruing upon the Aircraft and arising out of the use thereof or upon this Mortgage, Note, New Note(s) or debt, and to keep said Aircraft in good repair and in an airworthy condition at Borrower's expense.

Notwithstanding the other terms, conditions and agreements herein contained, Borrower and CFC agree the Aircraft shall not be flown by anyone for any purpose, except the initial ferry flight, prior to the due date of the first installment as shown in the Installment Schedule, unless Borrower notifies CFC the Aircraft is to be flown, in which event Borrower agrees to make the payments as set forth on the face hereof. At all times during the term of this Agreement Borrower agrees, at Borrower's expense, to keep the Aircraft insured against fire, theft and against all damage while in flight or on the ground, all such insurance to be in form, manner, amount and type required by and satisfactory to CFC and to furnish CFC evidence of such insurance. Breach of this provision shall constitute a default hereunder and in addition to other available remedies, Borrower shall be liable to CFC for any loss or damage to the Aircraft resulting from such breach.

CFC shall have the right at its option to pay for insurance, taxes and for any necessary repairs to the Aircraft if Borrower shall fail to do so and the amount so paid and any other sums paid by CFC and chargeable to Borrower hereunder shall be an additional lien on and security interest in the Aircraft and added to the amounts secured by these presents, and payable upon demand with interest at the highest contractual rate permitted by law. Any sums which might at any time be in the possession of CFC which might be due to Borrower shall be held without any interest accruing thereupon.

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

It is hereby agreed that if default be made in the payment of any part of the Principal and Interest on the Note or any New Note(s), at the times and in the manner specified, or if any breach be made of any obligation or promise of the Borrower, herein contained or hereby secured, or if Borrower shall become insolvent, commit an act of bankruptcy, or if bankruptcy proceedings are begun by or against Borrower, or if a receiver is appointed for Borrower, or if for any reason CFC shall deem itself insecure, then in any of those events, CFC shall forthwith be entitled to possession of the Aircraft and the whole principal sum unpaid under the Note or any New Note(s) and secured hereby, with interest accrued thereon and any sums advanced under the terms of this Note and Chattel Mortgage shall become due and payable at the option of CFC without demand or notice to Borrower, and CFC may at its option and it is hereby empowered to do so, without rescinding this Note and Chattel Mortgage, take possession of the said Aircraft without demand or notice to Borrower, demand and notice being expressly waived; and with or without a foreclosure action, and Borrower hereby agrees to deliver possession of said Aircraft to CFC, without necessity of legal action to recover possession, and CFC may retain all money paid thereon, not by way of penalty, but for liquidated damages or for rent, use and depreciation of the aircraft, and it shall be lawful for CFC, with the aid and assistance of any persons, without notice to Borrower, the same being expressly waived, to enter the premises where the Aircraft is or may be found, without liability for trespass for so entering and to seize, remove the Aircraft to any place it sees fit, sell and dispose of the same at public or private sale, for credit or cash, for the account of Borrower, in such manner and at such time and place as CFC shall deem most advisable for the best interests of the parties, and authority is expressly given to CFC to bid at any such sale, for said sale to be held or made at any place within or without the county or state where this Note and Chattel Mortgage was executed or where the Aircraft was at any time located and Borrower hereby waives any demand for performance, and the Aircraft may be sold without being physically present at said sale (If the Aircraft is to be sold at private sale, CFC shall give at least five (5) days' notice of the time after which such private sale may be made, such notice being stipulated by the parties to be reasonable.) CFC is expressly given the right to execute and deliver to the purchaser at any such sale, such instruments as may be required by law to transfer title to the Aircraft to said purchaser. The proceeds of any such sale shall be applied first to the payment of all expenses incurred by CFC in pursuing, taking possession of, keeping, removing and selling said Aircraft, including a reasonable commission for selling said Aircraft, and the expenses of liquidating any liens or claims upon said Aircraft, and all necessary expenses made for repairs so that said Aircraft may be sold to the best advantage and all court costs and attorneys' fees, if any are incurred, (when allowed by statute and at the highest rate allowable) then to payment of indebtedness owing by Borrower to CFC under the terms of this Note and Chattel Mortgage and any New Note(s), then to the payment of other indebtedness of Borrower to CFC secured hereby, and the balance, if any shall be paid to Borrower. If for any cause the said Aircraft shall fail to satisfy the amount due under this Note and Chattel Mortgage and any New Note(s), interest, costs, attorneys' fees, and other charges as aforesaid, the Borrower hereby covenants and agrees to forthwith pay the deficiency, and CFC is entitled to sue for any such deficiency in further consideration of the rent, use and depreciation of the Aircraft, notwithstanding CFC's exercise of its option to repossess and sell the Aircraft as aforesaid, and in case of suit to recover all costs and attorneys' fees. Borrower hereby waives all claims, damages, and demands against CFC arising out of the repossession, retention, reparation and sale as aforesaid.

Whenever CFC deems itself insecure, Borrower shall, at CFC's request, provide additional collateral satisfactory to CFC as security for performance of all Borrower's obligations hereunder and in connection therewith execute all documents as requested by CFC.

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

If this Note and Chattel Mortgage and any New Note(s) are placed in the hands of an attorney for enforcement or collection or if suit is filed thereon, Borrower shall be liable to CFC for all costs and reasonable attorney fees, where authorized by law and at the highest allowable rate.

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

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

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

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

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

NOV 14 2 00 PM '82
FAA AIRCRAFT REGISTRY
CONVEYANCE FILED WITH

FORM APPROVED OMB NO. 04-R0076

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION			NOV 27 1978 CERT. ISSUE DATE
UNITED STATES REGISTRATION NUMBER N 95720		AIRCRAFT MANUFACTURER & MODEL Cessna 182	
AIRCRAFT SERIAL No. 182-66608		FOR FAA USE ONLY	
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) <p style="text-align: center;">Air One, Inc.</p>			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 1144 Coleman Avenue Rural Route: _____ P. O. Box: _____			
CITY	STATE	ZIP CODE	
San Jose	Calif.	95110	
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS			
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION 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 Cessna Finance Corporation Attorney-in-Fact Ass't Sec.	DATE 10-30-78
	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.			

FAA AIRCRAFT REGISTRY

CAMERA NO. *4* DATE: *2/10/82*

4

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
NOV 14 2 00 PM '78
OKLAHOMA CITY, OKLA.

017734

PROPERTY OF
FAA

NOV 14 3 26 PM '78

ADMINISTRATIVE
SECTION

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
NOV 14 2 00 PM '78
OKLAHOMA CITY, OKLA.

0 0 0 0 0 0 8 2 9 2-1

AIRCRAFT BILL OF SALE

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

Aircraft Make and Model
 CESSNA 182Q

Manufacturer's Serial Number
 18266608

Nationality and Registration Marks
 US N95720

does this 18th day of October 1978, hereby sell, grant, transfer and deliver all rights, title and interests in and to such aircraft unto:

PURCHASER

NAME AND ADDRESS

DEALER

Airflite Inc. North
 Single Engine Zone Office
 P.O. Box 2395
 Oakland International Airport
 Oakland, California 94614

Do not write in this block -
 FAA only.

NOV 7 6 58 AM '78
 FEDERAL AVIATION
 ADMINISTRATION
 CONVEYANCE
 RECORDED

S 1 0 2 9 5

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

in testimony whereof we have set our hand and seal this 18th day of October 1978

	<u>NAME</u>	<u>SIGNATURE</u>	<u>TITLE</u>
SELLER	THE CESSNA AIRCRAFT COMPANY	<i>W.C. Peterson</i>	W.C. Peterson, Manager Customer Accounting Single Engine Division

NOV 11 1978
 FEDERAL AVIATION
 ADMINISTRATION

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MAY 10 1982
FAA AIRCRAFT REGISTRY
OKLAHOMA CITY, OKLA

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
OCT 27 12 53 PM '78
OKLAHOMA CITY, OKLA

000000209-1

NOTE AND CHATTEL MORTGAGE

(Security Agreement)

SEE RECORDED

CONVEYANCE

No. 217063

Principal \$ 40,412.17

NUMBER Q83939

October 18 1978

FOR VALUE RECEIVED, the undersigned Borrower (if more than one, such term when used herein shall refer to them individually and collectively) promises to pay to the order of CESSNA FINANCE CORPORATION ("CFC") at 3900 East MacArthur Road, Wichita, Kansas 67201 (P.O. Box 308) the Principal sum of Forty Thousand Four Hundred Twelve & 17/100

Dollars (\$ 40,412.17) plus interest at the

rate of Eleven & 21/100 percent (11.21 %) per annum on the unpaid portion of the Principal as follows: Borrower agrees to pay

(i) interest on the unpaid Principal on the last day of each month during the term hereof (ii) five percent (5%) of the original Principal on

July 18 1979 and (iii) additional instalments of five percent (5%) of the original Principal on the same day of each successive third

(3rd) month thereafter until the Principal is paid in full. When not in default of payment hereunder, if Borrower prepays the Principal in full within

forty-five days (45) of the date hereof interest will be recomputed at the rate of Ten & 21/100 percent (10.21 %) per annum

from the date hereof to the date of prepayment or if Borrower prepays the Principal in full after forty-five (45) days from the date hereof but within ninety

(90) days of said date, interest will be recomputed at the rate of Ten & 71/100 percent (10.71 %) per annum from the date

hereof to the date of prepayment.

In the event the Borrower sells, leases or otherwise disposes of the aircraft described herein (which disposition shall only be on the conditions hereinafter set forth) the unpaid Principal with accrued interest at the rate first described above shall be due immediately and repaid to CFC so as to be received not later than three (3) days after the date of such disposition.

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

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

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

Year	Make	Model	FAA Registration	Serial No.
1979	Cessna	1820	N95720	18266608

Optional equipment now installed:

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

Aircraft base:

Oakland International Airport Oakland State California

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

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

CESSNA FINANCE CORPORATION

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

AirLite, Inc., North
(Borrower)
P.O. Box 2395
Oakland International Airport
(Street Address)

Oakland, CA (City) (State) 94614 (Zip Code)

By: Cessna Finance Corporation-Attorney in Fact

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

INSTRUCTIONS

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

TERMS, CONDITIONS AND AGREEMENTS

The Aircraft is hereby mortgaged to CFC for the purpose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of the Note and all renewals and extensions thereof.

Second: The prompt and faithful discharge and performance of each agreement of the Borrower herein contained made with or for the benefit of CFC in connection with the indebtedness to secure which the mortgage and security interest has been made and granted to CFC, and the repayment of all sums expended or advanced by CFC for the maintenance or preservation of the Aircraft or in enforcing its rights hereunder.

Third: To the payment of other indebtedness of Borrower to CFC secured hereby in such order of application as CFC may from time to time select.

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

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

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

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

It is hereby agreed that if default be made in the payment of any part of the Principal and interest on the Note, at the times and in the manner specified, or if any breach be made of any obligation or promise of the Borrower, herein contained or hereby secured, or if Borrower shall become insolvent, commit an act of bankruptcy, or if bankruptcy proceedings are begun by or against Borrower, or if a receiver is appointed for Borrower, or if for any reason CFC shall deem itself insecure, then in any of those events, CFC shall forthwith be entitled to possession of the Aircraft and the whole principal sum unpaid under the Note and secured hereby, with interest accrued thereon and any sums advanced under the terms of this Note and Chattel Mortgage shall become due and payable at the option of CFC without demand or notice to Borrower, and CFC may at its option and it is hereby empowered to do so, without rescinding this Note and Chattel Mortgage, take possession of the said Aircraft without demand or notice to Borrower, demand and notice being expressly waived, and with or without a foreclosure action, and Borrower hereby agrees to deliver possession of said Aircraft to CFC, without necessity of legal action to recover possession, and CFC may retain all money paid thereon, not by way of penalty, but for liquidated damages or for rent, use and depreciation of the Aircraft, and it shall be lawful for CFC, with the aid and assistance of any persons, without notice to Borrower, the same being expressly waived, to enter the premises where the Aircraft is or may be found, without liability for trespass for so entering and to seize, remove the Aircraft to any place it sees fit, sell and dispose of the same at public or private sale, for credit or cash, for the account of Borrower, in such manner and at such time and place as CFC shall deem most advisable for the best interests of the parties, and authority is expressly given to CFC to bid at any such sale, for said sale to be held or made at any place within or without the county or state where this Note and Chattel Mortgage was executed or where the Aircraft was at any time located and Borrower hereby waives any demand for performance, and the Aircraft may be sold without being physically present at sale (If the Aircraft is to be sold at private sale, CFC shall give at least five (5) days' notice of the time after which such private sale may be made, such notice being stipulated by the parties to be reasonable.) CFC is expressly given the right to execute and deliver to the purchaser at any such sale, such instruments as may be required by law to transfer title to the Aircraft to said purchaser. The proceeds of any such sale shall be applied first to the payment of all expenses incurred by CFC in pursuing, taking possession of, keeping, removing and selling said Aircraft, including a reasonable commission for selling said Aircraft, and the expenses of liquidating any liens or claims upon said Aircraft, and all necessary expenses made for repairs so that said Aircraft may be sold to the best advantage and all court costs and attorneys' fees, if any are incurred, (when allowed by statute and at the highest rate allowable) then to payment of indebtedness owing by Borrower to CFC under the terms of this Note and Chattel Mortgage, then to the payment of other indebtedness of Borrower to CFC secured hereby, and the balance, if any shall be paid to Borrower. If for any cause the said Aircraft shall fail to satisfy the amount due under this Note and Chattel Mortgage, interest, costs, attorneys' fees, and other charges as aforesaid, the Borrower hereby covenants and agrees to forthwith pay the deficiency, and CFC is entitled to sue for any such deficiency in further consideration of the rent, use and depreciation of the Aircraft, notwithstanding CFC's exercise of its option to repossess and sell the Aircraft as aforesaid, and in case of suit to recover all costs and attorneys' fees. Borrower hereby waives all claims, damages, and demands against CFC arising out of the repossession, retention, reparation and sale as aforesaid.

Whenever CFC deems itself insecure, Borrower shall, at CFC's request, provide additional collateral to CFC as security for performance of Borrower's obligations hereunder and in connection therewith execute all documents as required by CFC.

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

If this Note and Chattel Mortgage is placed in the hands of an attorney for enforcement or collection or if suit is filed thereon, Borrower shall be liable to CFC for all costs and reasonable attorney fees where authorized by law and at the highest allowable rate.

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

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

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

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

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