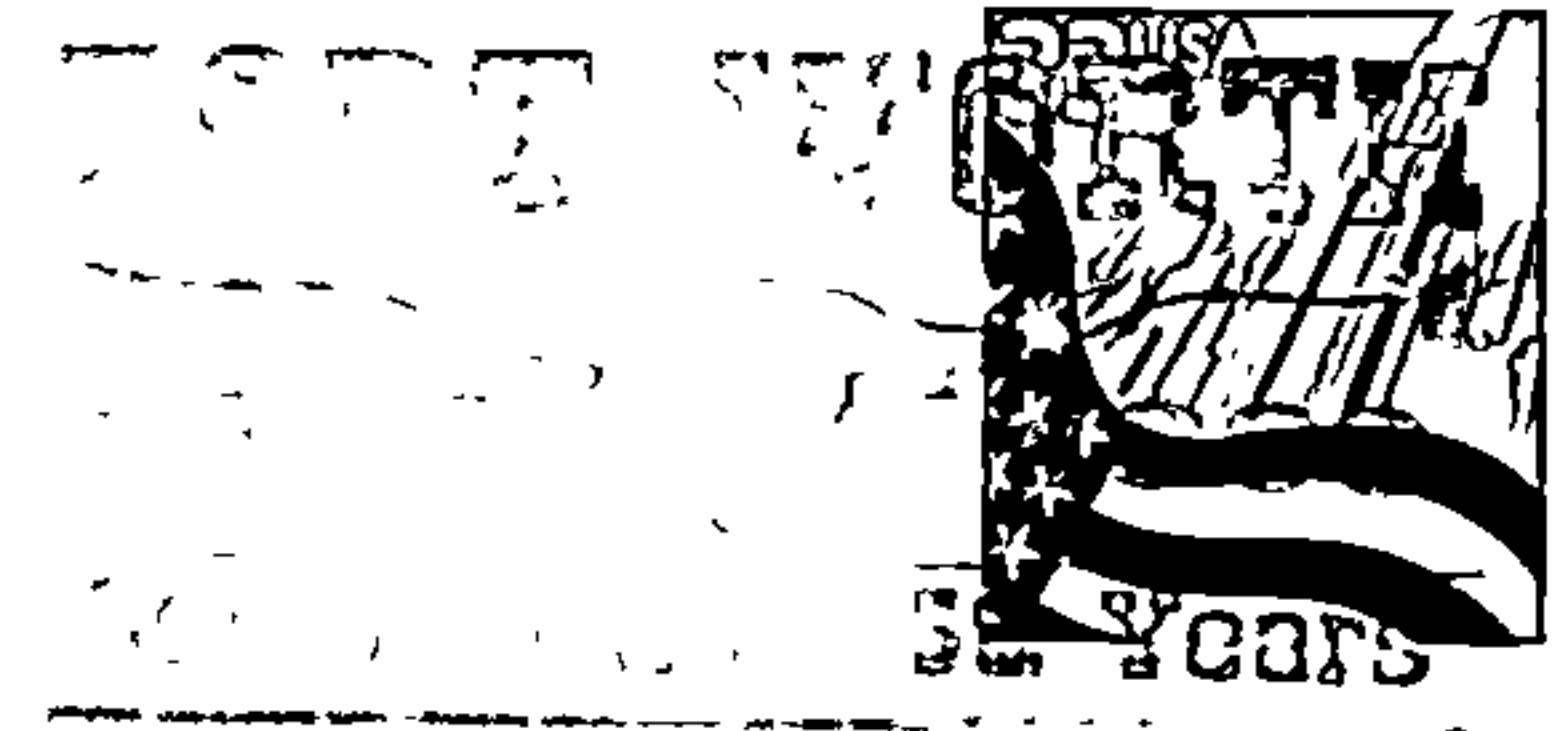
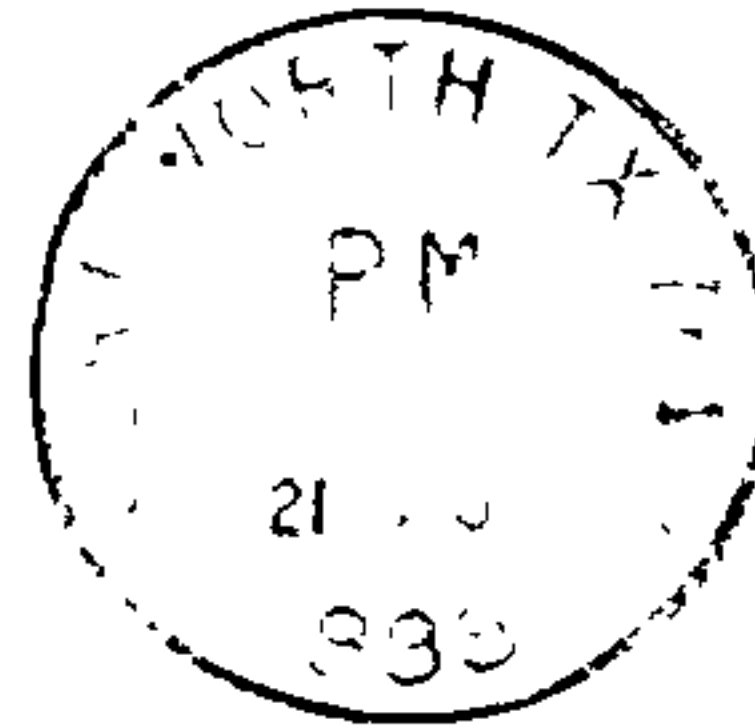


DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMINISTRATION  
 TRIENNIAL AIRCRAFT REGISTRATION REPORT

DD SEP 20 1999  
*Don*

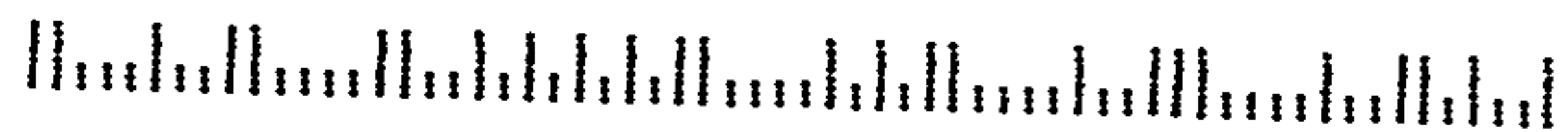
AIRCRAFT REGISTRATION NUMBER <b>N 28111</b>		SERIAL NUMBER 79-30909		FAA CODE 1220433	ISSUANCE DATE AUGUST 17, 1999
MAKE BELLANCA			MODEL 17-30A		40-1
NAME AND ADDRESS OF CERTIFICATE HOLDER GLASS JAMES A RT 1 BOX 607 SANGER TX 76266			GUIDELINES FOR REPORT COMPLETION: Complete ONLY if information is incorrect.  Signature requirements: -Individual owner must sign. -Partnership, a general partner must sign. -Corporation, a corporate officer or managing official must sign- -Co-owner, each co-owner must sign, continuing as necessary on an attached sheet- -Government, any authorized person may sign.		
CANCELLATION OF REGISTRATION REQUESTED: (check applicable block, sign, and date)  <input type="checkbox"/> 1. Aircraft sold to: (Purchaser's name and address) _____ _____  <input type="checkbox"/> 2. Aircraft destroyed/scrapped  <input type="checkbox"/> 3. Aircraft exported to _____  <input type="checkbox"/> 4. Other, specify _____ I (we) request cancellation of registration for the above reason.			ADDRESS CHANGE REQUESTED  10248 FM 455 W STREET SANGER CITY TEXAS 76266 USA STATE ZIP COUNTRY		
SIGNATURE		TITLE	DATE	SIGNATURE	
		INDIVIDUAL		<i>James A Glass</i>	
				INDIVIDUAL	
				8-20-99	



40

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

73125-0504



0 0 0 0 0 0 0 0 3 4 7

ZZ012485

CORRECTIVE  
RELEASE

NO DUPLICATION  
NEEDED

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 below described collateral 19 50 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.

Name of debtor (Last Name First) Hill, James A.		
Name and address of secured Party/Assignee Sheridan Bank and Trust Company of Lawton 2202 Ferris Ave., Lawton, OK 73507		
Name of Secured Party's Assignor ( If Assigned)		
FAA Registration Number 28111	Aircraft Serial Number 79-30909	Aircraft Manufacturer Bellanca 17-30A

The security conveyance dated July 31 19 80 covering the above collateral was recorded by the FAA Aircraft Registry on August 20, 19 80 as conveyance number AA06419.

Date of Release June 20, 1996

The American National Bank of Lawton Successor in interest by merger to The Sheridan Bank and Trust Company of Lawton

Name of Security Holder  
By: M. J. Davis  
Signature  
Vice President  
Title

SEE RECORDED  
CONVEYANCE  
NUMBER AA06419  
FICHE# 1 PAGE# 12-1

Subscribed and sworn to before me this 20 day of June 19 96.

My commission expires 7-28-98

W. Ann McCall  
NOTARY PUBLIC



OKLAHOMA  
JUN 26 9 18 AM '96  
COMMUNICATIONS

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

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

DD000996

38-1

THIS FORM SERVES TWO PURPOSES

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Glass, James A.

RECEIVED  
CREDIT DEPT

'91 JUL 2 AM 10 52

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Bank of Commerce  
P.O. Box 29  
McLean TX 79057

NOV - 1990  
BANK OF COMMERCE  
McLean, Texas

FEDERAL AVIATION  
ADMINISTRATION

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block  
FOR FAA USE ONLY

FAA REGISTRATION NUMBER

28111

AIRCRAFT SERIAL NUMBER

79-30909

AIRCRAFT MFR. (BUILDER) and MODEL

Bellanca 17-30A

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

SEE RECORDED  
CONVEYANCE  
NUMBER 43448  
FICHE # 2 PAGE # 36-3

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 7-24-90 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 8-24-90 AS CONVEYANCE NUMBER 43448

Paula J. Oden  
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: 11-1-90  
Bank of Commerce, McLean, Texas  
(Name of security holder)

SIGNATURE (in ink) Roger E. McClellan Exec. V.P./Cashier  
TITLE Exec. V.P./Cashier

(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. 1 DATE: 7-16-91

38

SE-05 NR-3-00-00

NOTATION  
NOTATION

CONVEYANCE  
FILED WITH FAA  
AIRCRAFT REGISTRY  
JUN 17 3 28 PM '91  
OKLAHOMA CITY  
OKLAHOMA

000000623 B83886

37-1

DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL  
 NOT REQUIRED

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.

OCT 22 8 18 AM '90

FEDERAL AVIATION  
 ADMINISTRATION

**PART I - CONVEYANCE RECORDATION NOTICE**

NAME (last name first) OF DEBTOR

VIKING AVIATION, INC.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

SOVRAN BANK, N. A.  
 P. O. Box 1328  
 Charlottesville, Virginia 22901

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block  
 FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N28111	79-30909	1979 Bellanca 17-30A

SEE RECORDED  
 CONVEYANCE

NUMBER 562627  
 CHECK # B 2 2004 29-1

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 12-9-85 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 1-17-86 AS CONVEYANCE NUMBER 562627  
*[Signature]*  
 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: 5-7-90  
SOVRAN BANK N.A.  
 (Name of security holder)

SIGNATURE (in ink) *[Signature]*  
 TITLE Commercial Banking Officer

(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): 1162

88888

000

37

FAA AIRCRAFT REGISTRY  
OCT 2 1 59 PM '90  
OKLAHOMA CITY  
FILED WITH FAA  
AIRCRAFT REGISTRY  
CONVEYANCE

OKLAHOMA CITY  
OCT 2 1 59 PM '90  
FILED WITH FAA  
AIRCRAFT REGISTRY  
CONVEYANCE



0 0 0 0 0 0 0 2 3 2 8

Y 3 4 4 4 8 <sup>N/A</sup>  
36-3

James A. Glass  
Route 1, Box 607  
Sanger, TX 76266  
SSN 490-48-3822  
DEBTOR'S NAME, ADDRESS AND SOC. SEC. OR TAXPAYER I.D. NO.  
(\* means each Debtor who signs)

CONVEYANCE  
RECORDED  
SECURED PARTY'S NAME AND ADDRESS  
("You" means Secured Party its successors and assigns)  
AUG 24 10 42 AM '90

I am entering into this security agreement with you on 7/24/90

FEDERAL AVIATION  
ADMINISTRATION

Security Interest and Collateral. To secure (check one):

the payment and performance of each and every debt, liability and obligation of every type and description, except in those cases listed in the "SECURED OBLIGATIONS" paragraph on the reverse side, which

\_\_\_\_\_ may now or at any time hereafter owe to you (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several);

the debt, liability or obligation of \_\_\_\_\_ to you evidenced by the following: \_\_\_\_\_ and any extensions, renewals, refinancing, modifications or replacements thereof;

I give you a security interest in the property indicated below, whether I own it now or may own it in the future, together with all parts, accessories, repairs, improvements and accessions to the property, wherever it is located, and all proceeds and products from the property.

- Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.
- Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. Any equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.
- Farm Products:** All farm products including, but not limited to:
  - (a) all poultry and livestock and their young, along with their products and produce;
  - (b) all crops, annual or perennial, and all products of the crops; and
  - (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
- Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now or may have in the future to the payment of money including, but not limited to:
  - (a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and
  - (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
 The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.
- General Intangibles:** All general intangibles including, but not limited to, tax refunds; applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.
- 

1-1979 Bellanca, N#28111, Serial #79-30909, along with all avionics equipment, engines propellers or spare parts, plus any and all additions to aircraft hereto:

RECORD CD 5.00  
2194 001 8/9/90

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

County \_\_\_\_\_  
Crop Year \_\_\_\_\_

I am a(n)  individual  partnership  corporation

The property will be used for  personal  business  
 agricultural  \_\_\_\_\_ reasons.

If checked, file this agreement in the real estate records.  
Record Owner (if not me): \_\_\_\_\_

I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

James A. Glass  
Debtor's Name

By: James A. Glass  
James A. Glass

Bank of Commerce  
Secured Party's Name

Title: Individually

By: Brian Pohlmeier  
Brian Pohlmeier

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Title: Executive Vice President

Title: \_\_\_\_\_

36-2

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - I represent that I own all of the property, or to the extent this is a purchase money security interest I will acquire ownership of the property with the proceeds of the loan. I will defend it against any other claim. Your claim to the property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the property ahead of the claims of other creditors. I will not do anything to harm your position.

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

I will keep the property in my possession and will keep it in good repair and use it only for its intended purposes. I will keep the property at my address listed on the front of this agreement, unless we agree I may keep it at another location. If the property is to be used in another state, I will give you a list of those states.

I will not try to sell the property unless it is inventory or I receive your written permission to do so. If I sell the property I will have the payment made payable to the order of you and me.

I will pay all taxes and charges on the property as they become due. You have the right of reasonable access in order to inspect the property. I will immediately inform you of any loss or damage to the property.

I will pay you for any sums you advanced on my behalf, or to protect your interest in the property. I will pay you interest at the highest contract rate from the date you make payment until I pay you in full.

**SECURED OBLIGATIONS** - This agreement will not secure a debt recited in "Section 1. Security Interest and Collateral":

- 1) if you fail to make any disclosure of the existence of this security interest required by law for such other debt;
- 2) if this security interest is in my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for such other debt;
- 3) to the extent that this security interest is in "household goods" and the other debt to be secured is a "consumer" loan (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices);
- 4) if this security interest is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221 and you do not obtain a statement of purpose if required under these regulations with respect to that debt; or
- 5) if this security interest is unenforceable by law with respect to that debt.

This security agreement remains in effect, even if the note is paid and I owe no other debt to you, until discharged in writing. For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any non-purchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan, and (b) payments on the purchase money loan will be deemed to apply first to the non-purchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired. No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

**INSURANCE** - I agree to buy insurance on the property against the risk and for the amount you require. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself. I will pay for the insurance when you ask me to, plus interest at the highest contract rate until paid in full.

**MISCELLANEOUS** - I understand you may take the following actions involving this agreement:

- 1) you may notify any account debtor of your interest in this property and tell the account debtor to make the payments to you or someone else you name, rather than me;
- 2) you may place on any chattel paper a note indicating your interest in the property;
- 3) you may, in my name, demand, collect, receive and give a receipt for, compromise, settle, and handle any suits or other proceedings involving the collateral;
- 4) take any action you feel is necessary in order to realize on the collateral, including performing any part of a contract or endorsing it in my name; and
- 5) you may make an entry on my books and records showing the existence of the security agreement.

If this agreement includes accounts, I will not settle any account for less than its full value without your written permission.

I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the property, or at a minimum price established between you and me.

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In this paragraph and terms "farm products, buyers, commission merchants and selling agents" have the meanings given to them in the Federal Food Security Act of 1985.

**DEFAULT** - I will be in default if any one or more of the following occur:

- 1) I fail to make a payment on time or in the amount due;
- 2) I fail to keep the property insured, if required;
- 3) I fail to keep any other promise I have made in connection with this agreement;
- 4) I fail to pay, or keep any other promise, on any debt or agreement I have with you;
- 5) any other creditor of mine attempts to collect any debt I owe him through court proceedings;
- 6) I die, am declared incompetent, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due);
- 7) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided;
- 8) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you.

**REMEDIES** - If I am in default on this agreement, you have the following remedies:

- 1) You may demand immediate payment of all I owe you under any obligation secured by this agreement.
  - 2) You may set-off any obligation I have to you against any right I have to the payment of money from you.
  - 3) You may demand more security or new parties obligated to pay any debt I owe you as a condition of giving up any other remedy.
  - 4) You may make use of any remedy you have under state or federal law.
  - 5) If I default by failing to pay taxes or other charges, you may pay them (but you are not required to do so). If you do, I will repay to you the amount you paid plus interest at the highest contract rate.
  - 6) You may require me to gather the property and make it available to you in a reasonable fashion.
  - 7) You may repossess the property and sell it as provided by law. You may repossess the property so long as the repossession does not involve a breach of the peace or an illegal entry onto my property. You may sell the property as provided by law. You may apply what you receive from the sale of the property to: your expenses; your reasonable attorneys' fees and legal expenses (where not prohibited by law); any debt I owe you. If what you receive from the sale of the property does not satisfy the debts, you may take me to court to recover the difference (where permitted by law).
- I agree that 10 days written notice sent to my address listed on the front side by first class mail will be reasonable notice to me under the Uniform Commercial Code.
- If any items not otherwise subject to this agreement are contained in the property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.
- 8) In some cases, you may keep the property to satisfy the debt. You may enter upon and take possession of all or any part of my property, so long as you do not breach the peace or illegally enter onto the property, including lands, plants, buildings, machinery, and equipment as may be necessary to permit you to manufacture, produce, process, store or sell or complete the manufacture, production, processing, storing or sale of any of the property and to use and operate the property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

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

**FILING** - A carbon, photographic or other reproduction of this security agreement or the financing statement covering the property described in this agreement may be used as a financing statement where allowed by law. Where permitted by law, you may file a financing statement which does not contain my signature, covering the property secured by this agreement.

**CO-MAKERS** - If more than one of us has signed this agreement, we are all obligated equally under the agreement. You may sue any one of us or any of us together if this agreement is violated. You do not have to tell me if any term of the agreement has not been carried out. You may release any co-signer and I will still be obligated under this agreement. You may release any of the security and I will still be obligated under this agreement. Waiver by you of any of your rights will not affect my duties under this agreement. Extending this agreement or new obligations under this agreement, will not affect my duty under the agreement.

36-1

I certify the attached to be a true and correct copy of the original Security Agreement dated July 24, 1990.

Hale County State Bank  
Plainview, Texas 79072

Sandy Thompson  
By It's Assistant Cashier  
Sandy Thompson

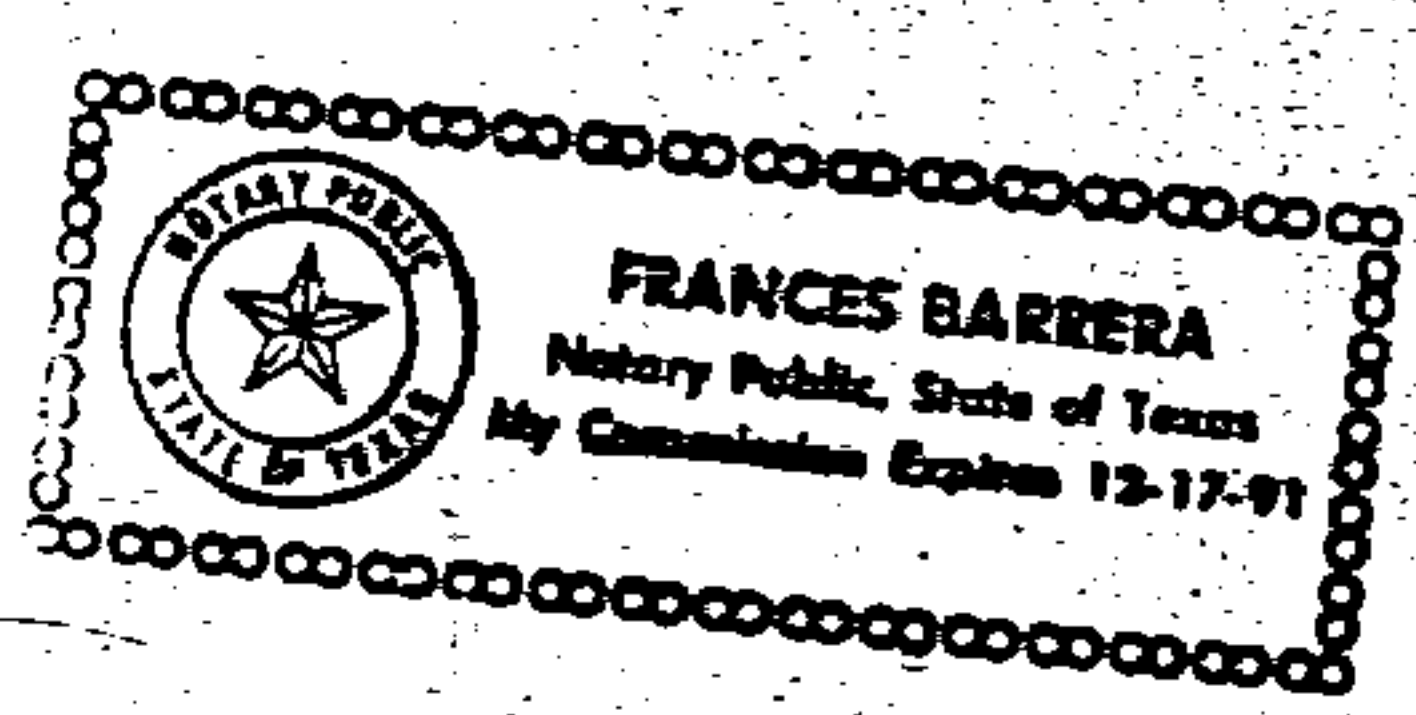
THE STATE OF TEXAS

COUNTY OF HALE

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sandy Thompson, Assistant Cashier, Hale County State Bank known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 7 day of August 1990.

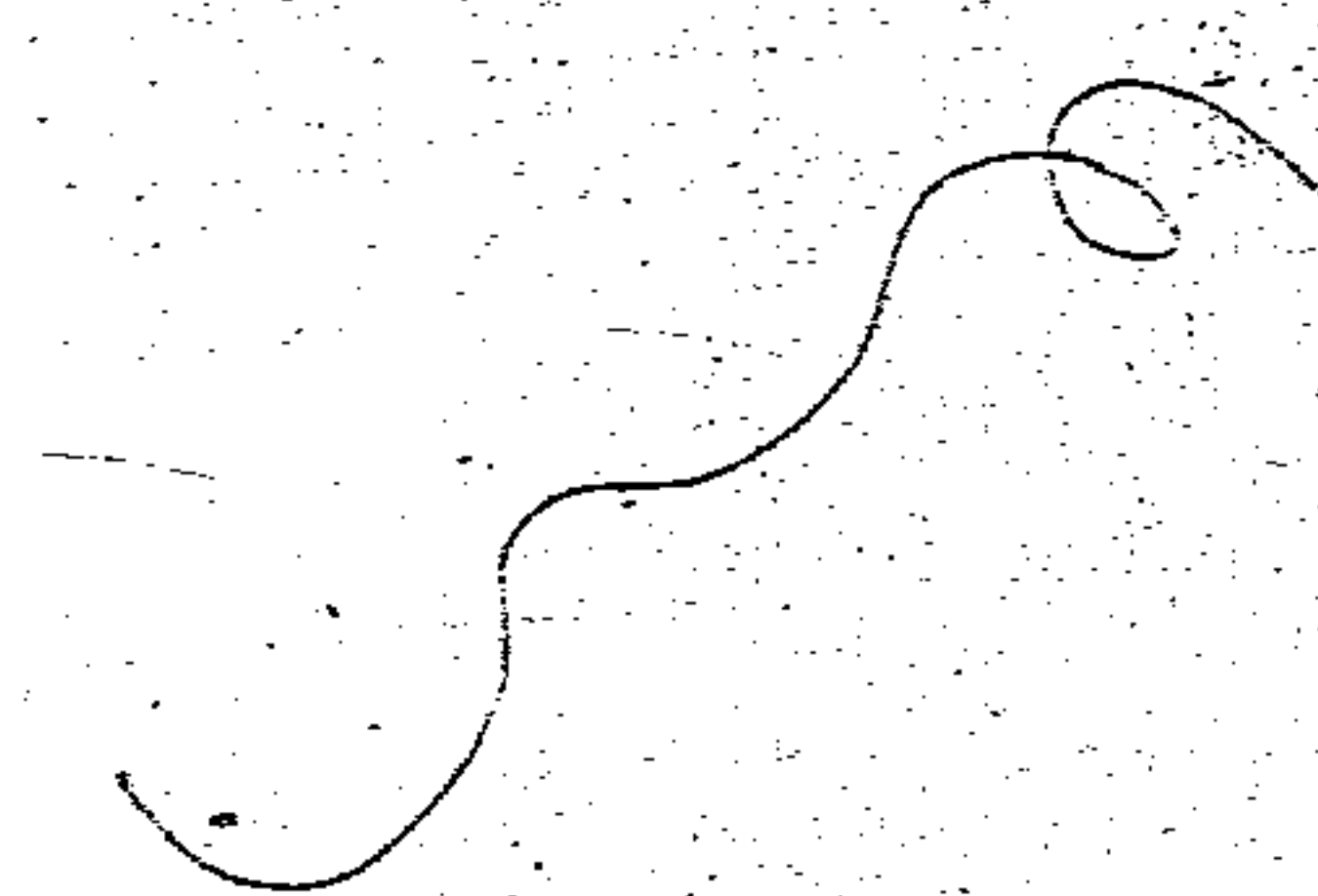
Frances Barrera  
Notary Public



OPTIONAL CERTIFICATE  
NO. 1-2 24 1990

FAA AIRCRAFT REGISTRY  
CAMERA NO. 14 DATE: 8-31-90

36



FAA AIRCRAFT REGISTRY  
Oklahoma City, Oklahoma  
AUG 31 1990

CONVEYANCE FILED WITH  
FAA AIRCRAFT REGISTRY  
AUG 9 3 54 PM '90  
OKLAHOMA CITY, OKLA

0 0 0 0 0 0 0 0 2 3 2 6

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROE AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION		CERT. ISSUE DATE <i>35-1</i> AUG 24 1990	
UNITED STATES REGISTRATION NUMBER <b>N 28111</b>		FOR FAA USE ONLY	
AIRCRAFT MANUFACTURER & MODEL Bellanca 17-30A <b>Y</b>			
AIRCRAFT SERIAL No. 79-30909			
TYPE OF REGISTRATION (Check one box)			
<input checked="" type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Gov't <input type="checkbox"/> 6. Foreign-owned Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)			
James A. Glass			
TELEPHONE NUMBER: ( ) - - - - -			
ADDRESS (Permanent mailing address for first applicant listed.)			
Number and street: _____			
Rural Route: <i>Rt. 1 Box 607</i>		P.O. Box: _____	
CITY <i>Sanger</i>	STATE <i>Texas</i>	ZIP CODE <i>76266</i>	
<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).			
<b>CERTIFICATION</b>			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.			
(For voting trust, give name of trustee: _____), or			
CHECK ONE AS APPROPRIATE:			
a. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____			
b. <input type="checkbox"/> A 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 <i>James A. Glass</i>	TITLE <i>Owner</i>	DATE <i>07-24-90</i>
	SIGNATURE	TITLE <i>3 3 24 1990</i>	DATE
	SIGNATURE	TITLE <i>OWNER</i>	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

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SECRET

EXEMPT FROM AUTOMATIC DOWNGRADING AND DECLASSIFICATION

OKLAHOMA CITY, OKLA.

AUG 9 3 54 PM '90

CONVEYANCE FILED WITH  
FAA AIRCRAFT REGISTRY

34-1  
 FORM APPROVED  
 OMB NO. 2120-0042  
 0002325

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

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

Y 34447

UNITED STATES  
 REGISTRATION NUMBER **N 28111**

AIRCRAFT MANUFACTURER & MODEL  
 Bellanca 17-30A

AIRCRAFT SERIAL No.  
 79-30909

CONVEYANCE  
 RECORDED

DOES THIS 24th DAY OF July 1990  
 HEREBY SELL, GRANT, TRANSFER AND  
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS  
 IN AND TO SUCH AIRCRAFT UNTO:

Aug 24 10 41 AM '90  
 Do Not Write In This Block  
 FOR FAA USE ONLY  
 FEDERAL AVIATION  
 ADMINISTRATION

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

PURCHASER

James A. Glass  
 Rt. 1 Box 607  
 Sanger, TX 76266

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 24th DAY OF July 19 90

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Miller Flying Service, Inc.	<i>[Signature]</i>

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

ORIGINAL: TO FAA

FAA AIRCRAFT REGISTRY  
CAMERA NO. 14 DATE: 8-31-90

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TANNEY

EDWARDS

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NOBAY

OKLAHOMA CITY, OKLA.  
AUG 9 3 54 PM '90  
CONVEYANCE FILED WITH  
FAA AIRCRAFT REGISTRY



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

33-1

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

THIS FORM SERVES TWO PURPOSES

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

L 6 0 6 9 3

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Miller Flying Service Inc.

CONVEYANCE  
RECORDED

AUG 6 11 26 AM '90

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

First State Bank

FEDERAL  
AVIATION  
ADMINISTRATION

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block  
FOR FAA USE ONLY

FAA REGISTRATION NUMBER

AIRCRAFT SERIAL NUMBER

AIRCRAFT MFR. (BUILDER) and MODEL

28111

79-30909

Bellanca 17-30A

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

SEE RECORDED  
CONVEYANCE  
NUMBER T33778  
PAGE # 32-1

THE SECURITY CONVEYANCE DATED 5/8/90 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 5/29/90 AS CONVEYANCE NUMBER T33778

*Donna Thompson*  
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: July 26 1990

(Name of security holder)

SIGNATURE (in ink)

*Boyd Webb*

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):

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

33

OKLAHOMA CITY, OKLA.  
JUL 30 11 47 AM '90  
CONVEYANCE FILED WITH  
FAA AIRCRAFT REGISTRY

00000001341 T33778 32-1

MILLER FLYING SERVICE, INC.  
P. O. BOX 190  
PLAINVIEW, TX 79072  
TAXPAYER I.D. NO.: 75-1075004  
DEBTOR'S NAME, ADDRESS AND SOC. SEC. OR TAXPAYER I.D. NO.  
("I" means each Debtor who signs)

FIRST STATE BANK  
125 S. AUSTIN - BOX 28  
TULIA, TX 79088

CONVEYANCE  
SECURED PARTY'S NAME AND ADDRESS  
("You" means Secured Party its successors and assigns)

I am entering into this security agreement with you on MAY 8, 1990

MAY 29 10 51 AM 1990

Security Interest and Collateral. To secure (check one):

the payment and performance of each and every debt, liability and obligation of every type and description, including those cases listed  
in the "SECURED OBLIGATIONS" paragraph on the reverse side, which FEDERAL AVIATION  
MILLER FLYING SERVICE, INC.

may now or at any time hereafter owe to you (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several);

the debt, liability or obligation of \_\_\_\_\_ to you evidenced by the following: \_\_\_\_\_, and any extensions, renewals, refinancing, modifications or replacements thereof;

I give you a security interest in the property indicated below, whether I own it now or may own it in the future, together with all parts, accessories, repairs, improvements and accessions to the property, wherever it is located, and all proceeds and products from the property.

Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process; or materials used or consumed in my business.

Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. Any equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

Farm Products: All farm products including, but not limited to:  
(a) all poultry and livestock and their young, along with their products and produce;  
(b) all crops, annual or perennial, and all products of the crops; and  
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now or may have in the future to the payment of money including, but not limited to:  
(a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and  
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.

The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names; customer lists, permits and franchises, and the right to use my name.

PURCHASE MONEY FOR 1979 BELLANCO  
N28111  
SERIAL #79-30909  
MODEL #17-30A

RECORD CD 5.00  
3444 001 5/14/90

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

County \_\_\_\_\_  
Crop Year \_\_\_\_\_

I am a(n)  individual  partnership  corporation

The property will be used for  personal  business  
 agricultural  \_\_\_\_\_ reasons.

If checked, file this agreement in the real estate records.  
Record Owner (if not me): \_\_\_\_\_

I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

MILLER FLYING SERVICE, INC.  
Debtor's Name

By: James M. Miller  
JAMES MILLER

Title: PRESIDENT

FIRST STATE BANK  
Secured Party's Name

By: Boyd Hodges  
BOYD HODGES

Title: VICE PRESIDENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

str copy SA # 1342 T 1343 ffr 5/14/90

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - I represent that I own all of the property, or to the extent this is a purchase money security interest I will acquire ownership of the property with the proceeds of the loan. I will defend it against any other claim. Your claim to the property is ahead of the claims of any other creditors. I will not do anything to harm your position.

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

I will keep the property in my possession and will keep it in good repair and use it only for its intended purposes. I will keep the property at my address listed on the front of this agreement, unless we agree I may keep it at another location. If the property is to be used in another state, I will give you a list of those states.

I will not try to sell the property unless it is inventory or I receive your written permission to do so. If I sell the property I will have the payment made payable to the order of you and me.

I will pay all taxes and charges on the property as they become due. You have the right of reasonable access in order to inspect the property. I will immediately inform you of any loss or damage to the property.

I will pay you for any sums you advanced on my behalf, or to protect your interest in the property. I will pay you interest at the highest contract rate from the date you make payment until I pay you in full.

**SECURED OBLIGATIONS** - This agreement will not secure a debt recited in "Section 1. Security Interest and Collateral":

- 1) if you fail to make any disclosure of the existence of this security interest required by law for such other debt;
- 2) if this security interest is in my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for such other debt;
- 3) to the extent that this security interest is in "household goods" and the other debt to be secured is a "consumer" loan (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices);
- 4) if this security interest is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221 and you do not obtain a statement of purpose if required under these regulations with respect to that debt; or
- 5) if this security interest is unenforceable by law with respect to that debt.

This security agreement remains in effect, even if the note is paid and I owe no other debt to you, until discharged in writing. For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any non-purchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan, and (b) payments on the purchase money loan will be deemed to apply first to the non-purchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired. No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

**INSURANCE** - I agree to buy insurance on the property against the risk and for the amount you require. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself. I will pay for the insurance when you ask me to, plus interest at the highest contract rate until paid in full.

**MISCELLANEOUS** - I understand you may take the following actions involving this agreement:

- 1) you may notify any account debtor of your interest in this property and tell the account debtor to make the payments to you or someone else you name, rather than me;
- 2) you may place on any chattel paper a note indicating your interest in the property;
- 3) you may, in my name, demand, collect, receive and give a receipt for, compromise, settle, and handle any suits or other proceedings involving the collateral;
- 4) take any action you feel is necessary in order to realize on the collateral, including performing any part of a contract or endorsing it in my name; and
- 5) you may make an entry on my books and records showing the existence of the security agreement.

If this agreement includes accounts, I will not settle any account for less than its full value without your written permission.

I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the property, or at a minimum price established between you and me.

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food, Drug, and Cosmetic Act of 1985.

**DEFAULT** - I will be in default if any one or more of the following occur:

- 1) I fail to make a payment on time or in the amount due;
- 2) I fail to keep the property insured, if required;
- 3) I fail to keep any other promise I have made in connection with this agreement;
- 4) I fail to pay, or keep any other promise, on any debt or agreement I have with you;
- 5) any other creditor of mine attempts to collect any debt I owe him through court proceedings;
- 6) I die, am declared incompetent, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due);
- 7) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided;
- 8) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you.

**REMEDIES** - If I am in default on this agreement, you have the following remedies:

- 1) You may demand immediate payment of all I owe you under any obligation secured by this agreement.
- 2) You may set-off any obligation I have to you against any right I have to the payment of money from you.
- 3) You may demand more security or new parties obligated to pay any debt I owe you as a condition of giving up any other remedy.
- 4) You may make use of any remedy you have under state or federal law.
- 5) If I default by failing to pay taxes or other charges, you may pay them (but you are not required to do so). If you do, I will repay to you the amount you paid plus interest at the highest contract rate.
- 6) You may require me to gather the property and make it available to you in a reasonable fashion.
- 7) You may repossess the property and sell it as provided by law. You may repossess the property so long as the repossession does not involve a breach of the peace or an illegal entry onto my property. You may sell the property as provided by law. You may apply what you receive from the sale of the property to: your expenses; your reasonable attorneys' fees and legal expenses (where not prohibited by law); any debt I owe you. If what you receive from the sale of the property does not satisfy the debts, you may take me to court to recover the difference (where permitted by law).

I agree that 10 days written notice sent to my address listed on the front side by first class mail will be reasonable notice to me under the Uniform Commercial Code.

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

- 8) In some cases, you may keep the property to satisfy the debt. You may enter upon and take possession of all or any part of my property, so long as you do not breach the peace or illegally enter onto the property, including lands, plants, buildings, machinery, and equipment as may be necessary to permit you to manufacture, produce, process, store or sell or complete the manufacture, production, processing, storing or sale of any of the property and to use and operate the property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

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

**FLING** - A carbon, photographic or other reproduction of this security agreement or the financing statement covering the property described in this agreement may be used as a financing statement where allowed by law. Where permitted by law, you may file a financing statement which does not contain my signature, covering the property secured by this agreement.

**CO-MAKERS** - If more than one of us has signed this agreement, we are all obligated equally under the agreement. You may sue any one of us or any of us together if this agreement is violated. You do not have to tell me if any term of the agreement has not been carried out. You may release any co-signer and I will still be obligated under this agreement. You may release any of the security and I will still be obligated under this agreement. Waiver by you of any of your rights will not affect my duties under this agreement. Extending this agreement or new obligations under this agreement, will not affect my duty under the agreement.

31-1 FORM APPROVED  
OMB NO. 2120-0042

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
AIRCRAFT BILL OF SALE

00000001340

FOR AND IN CONSIDERATION OF \$1.00 & ONE  
UNDERSIGNED OWNER(S) OF THE FULL LEGAL  
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-  
CRIBED AS FOLLOWS:

UNITED STATES  
REGISTRATION NUMBER **N 28111**  
AIRCRAFT MANUFACTURER & MODEL  
**BELLANCA 17-30A**  
AIRCRAFT SERIAL No.  
**79-30909**

T 33777

DOES THIS **6** DAY OF **May** 19**90**  
HEREBY SELL, GRANT, TRANSFER AND  
DELIVER ALL RIGHTS, TITLE, AND INTERESTS  
IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE  
RECORDED  
Do Not Write In This Block  
MAY 23 10 51 AM '90

NAME AND ADDRESS  
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)  
**MILLER FLYING SERVICE, INC.**  
**P.O. BOX 190**  
**PLAINVIEW, TEXAS 79072**

FEDERAL AVIATION  
ADMINISTRATION  
**DEALER**

DEALER CERTIFICATE NUMBER **89-0375**

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 **6** DAY OF **May** 19**90**

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	VIKING AVIATION, INC.	<i>Handwritten Signature</i>	TREASURER

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

ORIGINAL: TO FAA

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CONVEYANCE FILED WITH  
FAA AIRCRAFT REGISTRY  
MAY 14 3 47 PM '90  
OKLAHOMA CITY, OKLA.

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UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROE AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION		CERT. ISSUE DATE DOI 01/786
UNITED STATES REGISTRATION NUMBER	N 28111	30-1
AIRCRAFT MANUFACTURER & MODEL	BELLANCA 17-30A REV	Y MAR 14 1990
AIRCRAFT SERIAL No.	79-30909	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.)

VIKING AVIATION, INC

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 9920 KOUPELA DR

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
RALEIGH <del>NC</del>	NC	27614

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

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

**CERTIFICATION**

I/WE CERTIFY:

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

a.  A citizen of the United States;

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

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

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

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>HE Youngblood</i>	TREAS	2/22/90
	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.

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LES 4124 Y 1000 ADE-71 10000000  
10000000-10

VIKING AIRLINES, INC

10000000 10000000

OKLAHOMA  
FEB 28 11 20 AM '90  
REGISTRY



DEPARTMENT OF TRANSPORTATION

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

AIRCRAFT SECURITY AGREEMENT

29-1

S 5 2 8 2 7

NAME & ADDRESS OF DEBTOR Viking Aviation Inc. 5012 SOUTHERN GROVE Durham, N.C. 27707
NAME & ADDRESS OF SECURED PARTY/ASSIGNEE Sovereign Bank, N.A. P.O. Box 1328 Charlottesville, Va 22902
NAME OF SECURED PARTY'S ASSIGNOR

CONVEYANCE  
 RECEIVED

JAN 17 1 48 PM '86

FEDERAL AVIATION  
 ADMINISTRATION

ABOVE SPACE  
 FOR FAA USE ONLY

Date: 12/9/85

Complete description of collateral being mortgaged:

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

N28111 1979 Bellanca 17-30A 79-30909

ENGINES (manufacturer, model, and serial number):

PROPELLERS (manufacturer, model, and serial number):

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

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

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

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

Note bearing date of 12/9 1985 executed by the debtor and payable in the aggregate sum of \$ 35,200.00 with interest thereon at the rate of \_\_\_\_\_ per centum per annum, from date, payable in installments as follows: The principal and interest of said note is payable in \_\_\_\_\_ installments of \_\_\_\_\_ each on the \_\_\_\_\_ day of each successive month beginning with the \_\_\_\_\_ day of \_\_\_\_\_ 10. The last payment of \$ \_\_\_\_\_ is due on the \_\_\_\_\_ day of \_\_\_\_\_ 10. Sovran Prime plus 1 1/2% floating, payable on demand with interest monthly.

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 \_\_\_\_\_

AC Form 8050-96 (4-80) (0052-00-006-4001)

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

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

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

The following routine uses are made of the information gathered:

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

Clg. ntd. Br 6629 500 12/30/85 VA

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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 VIKING AVIATION INC.

SIGNATURE(S) (IN INK) C. B. [Signature]

(If executed for co-ownership, all must sign)

TITLE Treasurer

(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

AC Form 8050-96 (4-80) (9052-00-036-4001)

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

PLEASE REMOVE THIS PORTION AT PERFORATION BEFORE SUBMITTING TO FAA.



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

RECORDED  
INDEXED  
DEC 01 12 10 PM '85

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FORM APPROVED  
OMB NO. 2120-0029  
EXPIRES 03/84

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			5011786 CERT. ISSUE DATE 28-1
UNITED STATES REGISTRATION NUMBER <b>N 28111</b>			FOR FAA USE ONLY
AIRCRAFT MANUFACTURER & MODEL <b>Bellanca 17-30A</b>			
AIRCRAFT SERIAL No. <b>79-30909</b>			
TYPE OF REGISTRATION (Check one box)			
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Gov't <input type="checkbox"/> 6. Foreign-owned Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)  <b>Viking Aviation, Inc.</b>			
TELEPHONE NUMBER: ( ) - -			
ADDRESS (Permanent mailing address for first applicant listed.)			
Number and street: <b>5012 Butternut Road</b>			
Rural Route:		P.O. Box:	
CITY <b>Durham</b>	STATE <b>North Carolina</b>	ZIP CODE <b>27707</b>	
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS <b>ATTENTION! Read the following statement before signing this application.</b> 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).			
<b>CERTIFICATION</b>			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.			
(For voting trust, give name of trustee: _____), or:			
CHECK ONE AS APPROPRIATE:			
a. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____			
b. <input type="checkbox"/> A 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 <i>[Signature]</i>	TITLE <b>Vice-President</b>	DATE <b>12/7/85</b>
	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. 1N DATE: 2-19-86

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FAA AIRCRAFT REGISTRY  
DEC 31 12 30 PM '85

WASHINGTON, DC

FAA AIRCRAFT REGISTRY  
CAMERA NO. IN DATE: 2-19-86

FORM APPROVED  
OMB NO. 34-7007

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
AIRCRAFT BILL OF SALE

0000000995

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

S 6 2 6 2 6

UNITED STATES  
REGISTRATION NUMBER N 28111

AIRCRAFT MANUFACTURER & MODEL  
Bellanca 17-30A

AIRCRAFT SERIAL No.  
79-30909

DOES THIS 7th DAY OF Dec. 19 85  
HEREBY SELL, GRANT, TRANSFER AND  
DELIVER ALL RIGHTS, TITLE, AND INTERESTS  
IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE  
RECORDED

Do Not Write In This Block  
FOR FAA USE ONLY

PURCHASER

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

Viking Aviation, Inc.  
5012 Butternut Road  
Durham, North Carolina 27707

FEDERAL AVIATION  
ADMINISTRATION

V/A

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 7th DAY OF Dec. 19 85

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Miller Flying Services Inc.	<i>Mary Mitchell</i>

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

ORIGINAL: TO FAA

AC FORM 845-1 (8-76) (2052-622-0002)

FAA AIRCRAFT REGISTRY

CAMERA NO. 1N DATE: 2-19-86

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DEC 31 12 40 PM '85  
FAA AIRCRAFT REGISTRY

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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 1938, 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 1938 (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  
 Bellanca 17-30A

FAA REGISTRATION NUMBER N28111	AIRCRAFT SERIAL NUMBER 79-30909
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)

SPARE PARTS AND LOCATION

CONVEYANCE  
 RECORDED  
 JAN 17 1 48 PM '86  
 FEDERAL AVIATION  
 ADMINISTRATION

SEE RECORDED  
 CONVEYANCE  
 NUMBER # 48977  
 FICHE # 1 PAGE # 25-1  
 Do Not Write In This Block  
 FOR FAA USE ONLY

MICROFILM CODE  
 2E KE

The conveyance dated October 7, 1985, was executed by Miller Flying Service, Inc  
 to CESSNA FINANCE CORPORATION  
 and assigned to \_\_\_\_\_  
 XXXXXXXXXXXXXXXXXXXX

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

I hereby certify and acknowledge that the above described collateral was released from the terms of  
 the conveyance on 12-09-85

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) A. J. Rodriguez  
 TITLE Controller  
 ACKNOWLEDGMENT (If Required By Applicable Local Law)

FAA AIRCRAFT REGISTRY

CAMERA NO. / IN DATE: 2-19-85

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FAA AIRCRAFT REGISTRY  
REC 31 12 20 PM '85



October 7, 1985 **NOTE AND CHATTEL MORTGAGE** No. 717888 251  
(Security Agreement)

\$ 34,520.00 Principal  
\$ 9,600.53 Total Amount of Interest  
12.5 % per annum (Interest Rate)  
\$ 44,120.53 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 3900 East MacArthur 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 prime lending rate in effect on the first Tuesday of that month at the Continental Illinois National Bank and Trust Company, Chicago (the "Prime Rate"), and, on that date, the Interest Rate shall be adjusted to an amount equal to the Prime Rate plus 3.0%. 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.

Installment Payment Schedule:		
1	installments of \$ 1,087.62	and then
2	installments of \$ 0.00	and then
1	installments of \$ 4,515.97	and then
42	installments of \$ 917.07	and then
	installments of \$	and then
	installments of \$	and then
	installments of \$	and then
	installments of \$	and then
	installments of \$	each,

commencing on January 7, 1986 (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	
Pellanca	Make	
17-30A	Model	
N28111	Registration	
79-30909	Serial No.	

Optional equipment now installed:  
Century II Autopilot, Collins 251 W/351  
Collins 650 ADF, Collins 451DMR, Collins  
950 Transponder, Collins AMP 350 Audio  
panel  
H 4 8 9 7 7

Aircraft base:	
Hale County	(Airport)
Plainview, Texas	(City - State)

MILLER FLYING SERVICE, INC.  
HALE COUNTY AIRPORT DRAWER 190  
PLAINVIEW, TEXAS 79072

By: James M. Miller President

By: \_\_\_\_\_ (Title)

CESSNA FINANCE CORPORATION  
By: [Signature] Assistant Secretary

NOV 15 2 04 PM '85

FEDERAL AVIATION  
ADMINISTRATION

AC-387(V)  
9-83  
P/S

FAA Copy

10:39 AM 6845 255 A 10/25/85

TERMS, CONDITIONS AND AGREEMENTS

October 1, 1985

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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, 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 sustained as a result of 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 (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 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 stop 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 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 written 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.

OKLAHOMA CITY  
OCT 25 - 12 49 PM '85  
FILED WITH FAA  
AIRCRAFT REGISTRY  
COMMERCE

00000001503

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

24-1

CERT. ISSUE DATE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-IRVING MONTGOMERY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			
UNITED STATES REGISTRATION NUMBER <b>N 28111</b>			
AIRCRAFT MANUFACTURER & MODEL <b>Bellanca17-30A</b>			
AIRCRAFT SERIAL No. <b>79-30909</b>			
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Gov't <input type="checkbox"/> 6. Foreign-owned Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)  <b>MILLER FLYING SERVICE, INC.</b>			
TELEPHONE NUMBER: ( ) - - - - -			
ADDRESS (Permanent mailing address for first applicant listed.)  Number and street: <b>Hale County Airport Drawer 190</b>			
Rural Route:	P.O. Box:	ZIP CODE:	
CITY <b>Plainview</b>	STATE <b>Texas</b>	<b>79072</b>	
<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).			
<b>CERTIFICATION</b>			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States. (For voting trust, give name of trustee: _____), or:			
CHECK ONE AS APPROPRIATE:			
a. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____			
b. <input type="checkbox"/> A 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 <i>James M. Miller</i>	TITLE <i>President</i>	DATE <i>10-7-85</i>
	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.			



UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION

FORM APPROVED  
OMB NO. 30-8007

AIRCRAFT BILL OF SALE

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

UNITED STATES  
REGISTRATION NUMBER **N** 28111  
AIRCRAFT MANUFACTURER & MODEL  
Bellanca 17-30A

AIRCRAFT SERIAL No.

79-30909

DOES THIS 7th DAY OF October 19 85  
HEREBY SELL, GRANT, TRANSFER AND  
DELIVER ALL RIGHTS, TITLE, AND INTERESTS  
IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE  
RECORDED

NOV 15 2 01 PM '85

Do Not Write In This Block  
FOR FAUSE ONLY

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

PURCHASER  
Miller Flying Service, Inc.  
P. O. Drawer 190  
Plainview, Texas 79072

DEALER CERTIFICATE NUMBER 85-141

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 HAND AND SEAL THIS 7th DAY OF Oct 85

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

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

ORIGINAL: TO FAA

10:37 AM 8545

5.00 REG  
A 10/25/85

23

OKLAHOMA CITY  
OCT-25 12 49 PM '85  
FILED WITH FAA  
AIRCRAFT REGISTRY  
COOPERATIVE

00000001707

22-1

H48975

U.S. 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

*Ray L. Franklin Jr.*

NAME AND ADDRESS OF SECURED PARTY/ASSIGNEE

*Cessna Finance Corp*

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

*Wills Flying Services Inc*

FAA REGISTRATION NUMBER

*28111*

AIRCRAFT SERIAL NUMBER

*79-30909*

AIRCRAFT MFR. (BUILDER) and MODEL

*Bellanca 17-30A*

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED *9-27-83* COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON *12-5-83* AS CONVEYANCE NUMBER *242901*

*[Signature]*  
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: *NOV 1 1985*  
CESSNA FINANCE CORPORATION

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

SEE RECORDED  
CONVEYANCE  
NUMBER *542901*  
FICHE # *1* PAGE # *20-1*

Do Not Write In This Block  
FOR FAA USE ONLY

CONVEYANCE  
RECORDED  
Nov 15 2/01 PM '85  
FEDERAL AVIATION  
ADMINISTRATION

12-2-85

22

DEC 12 1985

NOV 8 1 44 PM '85  
FAA AIRCRAFT REGISTRY

RIGHTS RESERVED



0000 00827 21-1

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			CERT. ISSUE DATE <b>S 120583</b>
UNITED STATES REGISTRATION NUMBER <b>N 28111</b>			FOR FAA USE ONLY
AIRCRAFT MANUFACTURER & MODEL 1979 Bellanca 17-30A			
AIRCRAFT SERIAL No. 79-30909			
TYPE OF REGISTRATION (Check one box) <input checked="" type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)  <p style="text-align: center;">Franklin, Jr., Roy L.</p>			
ADDRESS (Permanent mailing address for first applicant listed.)  Number and street: Rural Route: P.O. Box: 3805			
CITY	STATE	ZIP CODE	
Odessa	Texas	79760	
<input type="checkbox"/> <b>CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS</b> 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).			
<b>CERTIFICATION</b>			
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
		OWNER	9-27-83
	SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE	
NOTE: Pending receipt of the Certificate or Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

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OCT 6 3 25 PM '83  
Oklahoma City  
Oklahoma

