

CONDITIONAL SALES CONTRACT

201

Miller Flying Service, Inc. SELLER (If partnership, name all partners) P.O. Box 190 Business Address Plainview, Texas 79072 (City) (State)	Buyer - Franklin Jr. BUYER (If partnership, name all partners) P.O. Box 3805 (Address) (City) (State) Zip Odessa, Texas 79760 (City) (State)
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This Contract is entered into at Plainview, Texas on this 27 day of September 19 83, by and between Seller and Buyer (jointly and severally if more than one). Buyer buys from Seller and Seller sells to Buyer upon the terms and conditions hereof of the following described aircraft, delivery and acceptance of which in good order is hereby acknowledged:

Manufacturer	Model	FAA Reg. No.	Serial No.
Bellanca	17-30A	N 8111	79-30909

together with all installed equipment and accessories. In addition to standard equipment the following optional equipment is presently installed:

Century II Autopilot, 2 Collins 251 Excess, Collins 650 ADF, Collins 651 DFR, Collins 950 XPR, Collins AMP350 Audio Panel Strobes

All of the foregoing are included in the term "aircraft" as used herein. Buyer represents and agrees aircraft's use will be primarily for Business Personal, family or household purposes, and it will be permanently based at Behleneyer 7000 Andrews Hwy, Odessa, Texas

Buyer agrees not to remove aircraft therefrom to another principal base without first securing the written consent of Seller.

Buyer agrees to discharge and perform each agreement of the Buyer herein contained. To secure payment and performance of Buyer's obligations hereunder, Seller reserves title to and Buyer grants to Seller a security interest in the aircraft, together with optional equipment as above described and all accessories and the proceeds thereof, including insurance and insurance proceeds, until said obligations are fully paid or performed. Buyer shall not sell, assign or otherwise encumber all or any part thereof, nor sell, lease, mortgage or otherwise encumber all or any part of the aircraft or any interest of the Buyer thereunder, without first obtaining the written consent of Seller, and shall not suffer the aircraft in whole or in part to be attached or made subject to levy or sale.

Buyer, having been quoted a time price (TOTAL SALE PRICE herein set forth) and a lesser cash price, has elected to buy the aircraft for the time price computed in accordance with the following credit terms:

1. CASH PRICE (Incl. \$ S. Tax)	\$55,000.00
2. CASH DOWNPAYMENT	\$ NA
TRADE-IN (NET)	\$23,805.91
TOTAL DOWNPAYMENT	\$23,805.91
Description of Trade-in: Make <u>Cessna</u> Model <u>442</u> Year <u>1981</u>	
3. UNPAID BALANCE OF CASH PRICE (1 minus 2)	\$31,194.09
4. (a) Aircraft Hull Insurance for a term of _____ years (1st annual prem. \$ _____)	\$ NA
(b) Aviation Liability Insurance for a term of _____ years (1st annual prem. \$ _____)	\$ NA
BUYER MAY CHOOSE PERSON THROUGH WHICH INSURANCE MAY BE PURCHASED, SUBJECT TO SELLER'S ACCEPTANCE OF SUCH PERSON. Insurance to be procured by BUYER. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THE ABOVE. ("X" out if Liability Ins. is included)	
5. AMOUNT FINANCED (3 + 4a + 4b)	\$31,194.09
6. FINANCE CHARGE	\$ 8,604.63
ANNUAL PERCENTAGE RATE	12.5%
7. TOTAL OF PAYMENTS (5 + 6)	\$39,798.72
8. TOTAL SALE PRICE (1 + 4a + 4b + 6)	\$63,604.63

Buyer agrees to pay to the order of Seller the AMOUNT FINANCED (Item 5) with FINANCE CHARGE from the date hereof on the unpaid balance of the AMOUNT FINANCED from time to time remaining unpaid at the ANNUAL PERCENTAGE RATE specified until the AMOUNT FINANCED is paid in full. Buyer also agrees that the AMOUNT FINANCED and the FINANCE CHARGE (TOTAL OF PAYMENTS) will be paid according to the PAYMENT SCHEDULE below, with received payments being first applied to the FINANCE CHARGE and then to the date of payment and thereafter to the AMOUNT FINANCED.

PAYMENT SCHEDULE: The TOTAL OF PAYMENTS is payable as follows:

No. of Payments	Amount of Each Payment	Due Date
68	\$829.14	11-5-1983

and on the same day of each successive month thereafter, and

The FINANCE CHARGE (Item 6), TOTAL OF PAYMENTS (Item 7) and TOTAL SALE PRICE (Item 8) are all estimates computed on the assumption all payments will be made on the scheduled dates. As the FINANCE CHARGE is computed on a daily basis, the parties agree: (i) should Buyer fail to make any payments on or before the due date, Buyer will be obligated to pay additional amounts by reason of the continuing accrual of the FINANCE CHARGE and all referenced items (6, 7, and 8 above) will increase, in which event the aggregate increase will be payable with the final payment (ii) should Buyer make any payments prior to the due date, it will cause the referenced items (6, 7, and 8) to decrease in amount since the unpaid balance of the AMOUNT FINANCED will thereby be reduced and the application of the ANNUAL PERCENTAGE RATE on said reduced amount will cause the amount of such items to be less (iii) should Buyer prepay the unpaid balance of the AMOUNT FINANCED, whether in whole or in part (which Buyer shall have the right to do at any time without penalty), the referenced items (6, 7, and 8) will be reduced as Buyer shall only pay the FINANCE CHARGE accrued through the date of such prepayment.

BUYER AND SELLER UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE HEREBY INCORPORATED BY REFERENCE AND CONSTITUTE A PART OF THIS CONTRACT.

SECURITY INTEREST - Seller retains title to and a Security Interest in the above-described aircraft, together with optional equipment as above described and all accessories and the proceeds thereof, including insurance and insurance proceeds, to secure payment and performance of Buyer's obligations hereunder.

DEFAULT CHARGES - Seller has the option to declare the unpaid balance of the AMOUNT FINANCED to be immediately due if Buyer defaults in making payments according to the above PAYMENT SCHEDULE or otherwise defaults. If suit is filed, Buyer is liable for attorney's fees (if allowed by law at the highest applicable rate) and court costs. If any payment is not made by the due date, the unpaid AMOUNT FINANCED shall continue to accrue FINANCE CHARGE at the above ANNUAL PERCENTAGE RATE. In the event of repossession, Buyer may be liable for attorney's fees (if allowed by applicable law at the highest rate applicable), storage, repairs, insurance, sales and other expenses of repossession and resale.

5.00 REC
4:19 PM 1044
255 A 10/05/83

In Witness Whereof, the parties hereunto have set their respective hands and seals as of the day and date first above written. This Contract is executed in quintuplicate originals.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF AN EXECUTED COPY OF THIS CONTRACT.

Miller Flying Service, Inc. SELLER (If partnership, name all partners) <u>James M. Miller, Pres.</u> (If Corporation, show title of officer signing; if partnership, all partners sign) ATTEST: <u>Margaret B. Miller</u> (If Corporation, Secretary)	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Co-owners SELLER SIGN HERE (Type name of person signing beneath all signatures) BUYER SIGN HERE (If Corporation, show title of officer signing; if partnership, all partners sign) ATTEST: _____ (If Corporation, Secretary)
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The foregoing Contract is hereby assigned to CESSNA FINANCE CORPORATION, 3900 East MacArthur Road, (P. O. Box 306) Wichita, Kansas 67201 under the terms of Assignment A Assignment B Assignment C on the reverse side hereof this 27 day of September 1983

Miller Flying Service, Inc. SELLER (If Corporation, so indicate; if partnership, so indicate and give names of partners) <u>James M. Miller, Pres.</u> (Type name of person signing beneath all signatures. Show title if Corporation.)	<u>James M. Miller, Pres.</u> (Type name of person signing beneath all signatures. Show title if Corporation.)
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INSTRUCTIONS: Sign all copies in ink - NO CARBON SIGNATURES. Fill in all spaces. Names, dates and signatures on this Contract must agree exactly with Registration. Seller must sign appropriate Assignment.

ADDITIONAL TERMS AND CONDITIONS

(Attached to and part of Conditional Sales Contract)

Seller warrants to Buyer that Seller is the owner of the legal title to the aircraft free and clear of all liens and encumbrances. Title to the aircraft shall remain in Seller until all payments hereunder have been made and all other conditions performed, at which time title shall pass to Buyer. Buyer agrees the aircraft shall be at Buyer's risk of loss and any loss, damage to or destruction of the aircraft shall not release Buyer from the obligations of this Contract.

Buyer agrees that the aircraft will be used and maintained in accordance with all applicable laws, rules, regulations and ordinances and shall be used only in conformity with any insurance policies (or applications therefore) purchased in connection with this Contract. Buyer further agrees at Buyer's expense to keep the aircraft in good repair and in an airworthy condition.

Buyer shall pay all taxes on the aircraft and the use thereof and on this Contract and shall keep the aircraft insured against all risks, both in flight and on the ground, with breach of warranty and loss payable in favor of Seller, such insurance policies to be in form, manner and with companies acceptable to Seller. All policies of insurance shall be deposited with Seller. Seller and Buyer agree that all the proceeds of any insurance shall be applied against the cost of repairing the aircraft and the balance, if any, shall, at the option of Seller, be applied against the unpaid balance of the AMOUNT FINANCED and other sums due under this Contract or be paid to Buyer. Should the aircraft be lost, destroyed or so badly damaged it cannot be satisfactorily repaired, it is agreed the proceeds of such insurance shall be applied against the unpaid balance of the AMOUNT FINANCED and other sums due under this Contract and the balance, if any, shall be paid to Buyer.

Buyer acknowledges that the insurance premiums financed as shown on the face hereof are subject to change by the insurance company and agrees to pay to the insurance company any additional premiums that may be required.

Buyer further agrees that if Buyer fails to pay the taxes or to purchase the insurance as aforesaid, or fails to repair or pay for the repair of the aircraft, that in addition to other available remedies Seller may, but shall not be obligated to, pay such taxes, purchase such insurance or repair or pay for the repair of the aircraft; and the amount so paid shall be a lien on the aircraft and added to the amount of the obligation secured by these presents and shall be payable on demand with a FINANCE CHARGE at the ANNUAL PERCENTAGE RATE.

Buyer may retain possession of the aircraft and at Buyer's own expense keep and use the same, provided, however, that if default be made in any payment due hereunder according to the PAYMENT SCHEDULE or if the aircraft shall be misused or abandoned, or if Buyer fails to comply with any of the terms and conditions hereof, or if Buyer shall become insolvent, commit an act of bankruptcy or if bankruptcy, insolvency or receivership be instituted against Buyer or Buyer's property or if Seller shall deem the aircraft or the debt secured hereby unsafe or insecure then in any of those events (which shall be deemed to be defaults) Seller shall forthwith be entitled to possession of the aircraft and the unpaid balance of the AMOUNT FINANCED, with accrued FINANCE CHARGE and any other sums advanced under the terms of this Contract with a FINANCE CHARGE thereon at the ANNUAL PERCENTAGE RATE shall become due and payable forthwith without demand or notice to Buyer and the unpaid balance of the AMOUNT FINANCED and other amounts secured hereby shall continue to accrue a FINANCE CHARGE at the ANNUAL PERCENTAGE RATE and Seller shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code, without limitation thereto. Seller shall have the following specific rights, which rights are cumulative:

- (i) To take immediate possession of the aircraft without notice, demand or resort to legal process and for such purpose to enter upon any premises where the aircraft may be located, without liability for trespass, to remove the aircraft to any place Seller sees fit and to retain all payments made prior thereto by the Buyer hereunder;
- (ii) To require the Buyer to deliver possession of the aircraft to a place designated by Seller;
- (iii) To sell or dispose of the aircraft at public or private sale for credit or for cash at such place as Seller may select (at which sale Seller may be the Purchaser) and with or without the aircraft being present at said sale if authorized by applicable law. The requirement of reasonable notification of the time and place of any public or private sale or any intended disposition shall be met if notice thereof is mailed, postage prepaid, to Buyer and any other person named therein at least ten (10) days prior to such sale or other disposition of the aircraft;
- (iv) To apply the proceeds of any sale or other disposition of the aircraft first to the payment of all expenses of Seller in repossessing, keeping, removing and disposing of the aircraft, including a reasonable commission for selling, the expenses of liquidating any items or claims upon the aircraft and all necessary expenses for repairs so that the aircraft may be disposed of to the best advantage, all court costs and attorneys' fees if any are incurred (where allowed by statute and at the highest rate allowable), then to the payment of all indebtedness owing by the Buyer to the Seller under the terms of this Contract and any surplus to be paid to the Buyer or otherwise as required by law and if the proceeds from the disposition of the aircraft shall fail to satisfy all amounts due to the Seller hereunder Buyer shall be liable for any deficiency;
- (v) At its option and in lieu of sale to retain the aircraft in satisfaction of all obligations hereunder and if authorized by applicable law upon giving any notice required by law; and
- (vi) If suit is brought on this Contract, Buyer shall be liable to Seller for court costs and attorneys' fees where allowed by statute and at the highest applicable rate.

Time is of the essence of this Contract. The acceptance of any payment after Buyer's default or of any overdue payment or the granting of any renewal or extension shall not operate as a waiver of any rights of the Seller hereunder. The acceptance of any payment when past due shall not relieve Buyer of the obligation to make subsequent payments when due.

The Seller 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 the Seller from pursuing any other remedies that the Seller may have hereunder or otherwise, and any repossession or retaking of all or any part of the aircraft, whether temporary or otherwise, or any other remedy hereunder, shall not operate to release or discharge the Buyer until full payment in cash shall have been made as herein agreed. Any part of this Contract contrary to any applicable law shall not invalidate other parts of this Contract, and it shall be deemed modified to conform to any such law or laws. No modification of any of the terms and conditions hereof shall be valid, and Buyer expressly waives the right to rely thereon, unless made in writing duly executed by the Seller.

Any notice given under this Contract or pursuant hereto, may be mailed to Buyer at the above address by United States Postal Service, postage prepaid, and the same shall be due notice to the Buyer, irrespective of any change of address or place of residence of Buyer.

The Buyer assumes all responsibility and all liability arising from the use of the aircraft, either for negligence or otherwise, by whomsoever used or operated, and will indemnify and save harmless the Seller from any and all loss or damage to persons or property caused by the aircraft, or by the use and operation thereof, and the confiscation or seizure of all or any part of the aircraft by any public authority shall not release the Buyer from any obligation under this Contract.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE WHICH EXTEND BEYOND THOSE ON THE FACE HEREOF APPLICABLE TO THE AIRCRAFT, EXCEPT THE MANUFACTURERS' EXPRESS WARRANTIES, IF ANY, WHICH ARE THEIRS EXCLUSIVELY AND NOT SELLER'S.

This Contract may be assigned by the Seller and, if so assigned, the assignee shall have and be entitled to exercise any and all rights and powers of the Seller hereunder and all obligations and duties of the Buyer to or for the Seller shall be obligations and duties to or for such assignee and when so assigned this Contract shall be free from any claims whatsoever which Buyer may have against Seller. All payments or other moneys due hereunder shall be paid by Buyer to such assignee without recoupment, set-off or counterclaim, either in law or in equity.

All of the terms and conditions of this Contract shall apply to and be binding upon Buyer and Buyer's heirs, representatives, successors and assigns, and shall inure to the benefit of the Seller and Seller's heirs, representatives, successors and assigns.

ASSIGNMENT A

FOR VALUE RECEIVED, Seller, as identified on the face of this Contract (whether one or more) does hereby sell, assign and transfer to CESSNA FINANCE CORPORATION ("CFC") 3900 East MacArthur Road, Wichita, Kansas 67201, its successors and assigns, without recourse as to the Buyer's obligation of payment, all the Seller's right, title and interest in the foregoing Contract and the aircraft referred to therein, with the power, at CFC's option, to take such action in the name of the Seller or otherwise which CFC may deem necessary to collect and discharge the same. Seller warrants that this Contract is genuine, legally valid and enforceable and is not and will not be subject to any defenses, set-offs or counterclaims of Buyer against the Seller; good title to this Contract is hereby conveyed; all statements of fact therein are true and the Seller has no knowledge of any facts which impair the value of this Contract; the aircraft described therein has been delivered in satisfactory condition and accepted by Buyer; no part of the down payment is owing and the trade-in shown was received for the allowance stated; there are no agreements relative to this purchase and sale except as contained in this Contract; the Seller has clear title to the aircraft free and clear of all liens and encumbrances, except this Contract. All warranties are made to induce CFC to purchase this Contract and if there is a breach of any such warranties without regard to CFC's knowledge or the Seller's knowledge or lack of knowledge with respect thereto or CFC's reliance thereon, the Seller will on demand repurchase this Contract from CFC for the balance of all indebtedness unpaid under this Contract. The Seller agrees that without notice, CFC may compromise or adjust any and all rights against, and grant extensions of time to Buyer or any other person obligated on this Contract, or any document given in connection therewith, without notice to Seller or without affecting the obligations of the Seller hereunder.

ASSIGNMENT B

FOR VALUE RECEIVED, Seller, as identified on the face of this Contract (whether one or more) does hereby sell, assign and transfer to CESSNA FINANCE CORPORATION ("CFC") 3900 East MacArthur Road, Wichita, Kansas 67201, its successors and assigns, all the Seller's right, title and interest in the foregoing Contract and the aircraft referred to therein, with the power, at CFC's option, to take such action in the name of the Seller or otherwise which CFC may deem necessary to collect and discharge the same. The Seller warrants that the legal title to the aforesaid aircraft was at the time of sale and now is vested in the Seller, free and clear of all liens and encumbrances, except this Contract. This assignment is made pursuant to a certain Retail Financing Agreement between the Seller and CFC and is subject to the provisions thereof.

ASSIGNMENT C

FOR VALUE RECEIVED, Seller, as identified on the face of this Contract (whether one or more) does hereby sell, assign and transfer to CESSNA FINANCE CORPORATION ("CFC") 3900 East MacArthur Road, Wichita, Kansas 67201, its successors and assigns, all of the Seller's right, title and interest in the foregoing Contract and the aircraft referred to therein, with the power, at CFC's option, to take such action in the name of the Seller or otherwise which CFC may deem necessary to collect and discharge the same. Seller warrants that legal title to the aforesaid aircraft was at the time of sale and now is vested in the Seller, free and clear of all liens and encumbrances, except this Contract. In further consideration of the value received, the Seller, jointly and severally, guarantees payment of this Contract according to all of its terms, accepting and agreeing to all of its provisions and waives notice of acceptance of this guaranty. The Seller agrees that liability hereunder shall not be in any way affected by extension or extensions of time for the payment of this Contract by any installment or part thereof without notice to the Seller, notice being given. The Seller expressly agrees that in case of non payment of this Contract or any installment thereunder when due or any other default thereunder, suit may be brought by CFC, its successors and assigns, against the Seller (or any one or more of them) at its or their option, whether such suit has been commenced against the Buyer or not, and that in any such suit by CFC, its successors and assigns, the Buyer may or may not be joined with the Seller (or any one or more of them) at its or their option. CFC, its successors and assigns, shall not be required to repossess or deliver the above-described aircraft to the Seller (or any one or more of them) nor to proceed against or exhaust any remedy for the payment of this Contract, but may at its or their option proceed against the Seller (or any one or more of them) and may at its or their option proceed against the Seller (or any one or more of them) for the full amount of this Contract in payment or otherwise. This Assignment is subject to the provisions of a certain Retail Financing Agreement between the Seller and CFC but in the event of any conflict between the terms of said Agreement and the terms of this Assignment, the terms of this Assignment shall control.

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

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
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 1st DAY OF September 1983
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

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

PURCHASER

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

DEALER CERTIFICATE NUMBER 78-200

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 we our HAND AND SEAL THIS 1st DAY OF 19 83
we our 1st Sept 83

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Buffington & Hanson Architects	<i>[Signature]</i>
	Buffington & Hanson Architects	<i>[Signature]</i>	Partner

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

19 PM 1044

5.00 REG
0 255 A 10/05/83

ORIGINAL TO FAA

AC FORM 8090-2 (1-76) (9002-029-0002)

DEC 5 11 40 AM '83
FEDERAL AVIATION
ADMINISTRATION
RECORDED

CONVEYANCE
RECORDED

S 4 2 9 11 0

(Do Not Write In This Block
FOR FAA USE ONLY)

19

OCT 6 3 25 PM '83
FILED IN
AIRCRAFT REGISTRY
OKLAHOMA CITY
OKLAHOMA

18-1

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MONROE AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION		CERT. ISSUE DATE V 011983	
UNITED STATES REGISTRATION NUMBER N 28111		FOR FAA USE ONLY	
AIRCRAFT MANUFACTURER & MODEL Bellanca 17-30A			
AIRCRAFT SERIAL No. 79-30909			
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input checked="" 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.) Buffington & Hanson Architects			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 201 W. Lester			
Rural Route:		P.O. Box:	
CITY	STATE	ZIP CODE	
Tucson	Arizona	85705	
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is: Check one as appropriate:			
a. <input checked="" type="checkbox"/> A citizen of the United States;			
b. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____			
c. <input type="checkbox"/> A foreign-owned corporation organized and doing business under the laws of (state or possession) _____, and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____			
(2) That the aircraft is not registered under the laws of any foreign country; and (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	Partner	10/13/82
	SIGNATURE	TITLE	DATE
<i>[Signature]</i>	Partner	10/13/82	
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.			

18

OKLAHOMA CITY
NOV 17 10 30 AM '83
AIRCRAFT REGISTRY

FORM APPROVED:
OMB NO. 34-8007

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE 4 2 7

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 13th DAY OF October 19
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTEREST
IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION
ADMINISTRATION

JAN 19 8 01 AM '83

CONVEYANCE
RECORDED

V 5 7 2 4 8

Do Not Write In This Block
OR FAA USE ONLY

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

PURCHASER

Buffington & Hanson Architects
-201 W. Lester
Tucson, Arizona 85705

MSI

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 HAND AND SEAL THIS DAY OF 19
MY 13 OCT 82

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>Marvin R. Miller</i>
		1:32 PM 3837	5.00 REG 0 255 A 11/17/82

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

ORIGINAL: TO FAA

17

ASTEN

RECORDED
INDEXED
OCT 10 9 01 AM '83
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

FILED WITH FAA
AIRCRAFT REGISTRY
NOV 17 10 30 AM '83
OKLAHOMA CITY
OKLAHOMA

000000429

16-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Miller Flying Service, Inc

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
*Summit Savings Assn
P.O. Box 849
Plainville, Ill*

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE
RECORDED
JAN 19 9 00 AM '83
FEDERAL AVIATION
ADMINISTRATION

V57247

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER <i>28111</i>	AIRCRAFT SERIAL NUMBER <i>79-30909</i>	AIRCRAFT MFR. (BUILDER) and MODEL <i>Sellanca 17-30A</i>
ENGINE MFR. and MODEL		ENGINE SERIAL NUMBER(S)
PROPELLER MFR. and MODEL		PROPELLER SERIAL NUMBER(S)
THE SECURITY CONVEYANCE DATED <i>3-5-82</i> COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON <i>7-8-82</i> AS CONVEYANCE NUMBER <i>G 51078</i> <i>M. Wakeup</i> 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: *10-14-82*
Summit Savings Assn.

(Name of security holder)
SIGNATURE (in ink) *Joe D. Nelson*

TITLE *Assistant Vice President*

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

ACKNOWLEDGEMENT (If Required By
Applicable Local Law):

14

7-25-83

RECEIVED
OCT 10 1983
FAA AIRCRAFT REGISTRY
WASHINGTON, D.C.

OKLAHOMA
OCT 17 10 30 AM '83
FILED WITH
AIRCRAFT REGISTRY
OKLAHOMA

15-1

SECURITY AGREEMENT
MOTOR VEHICLE OR TRAILER

Date March 5 1982

Miller Flying Service, Inc.

P.O. Box 190

Plainview, (NAME) Hale (STREET ADDRESS) Texas
(CITY) (COUNTY) (STATE)

hereinafter called "Debtor," hereby grants to Summit Savings Association

of P.O. Box 849 Plainview, Hale
(STREET OR MAILING ADDRESS) (CITY) (COUNTY)
Texas (STATE)

hereinafter called "Secured Party," a security interest in the following described personal property:

MAKE	YEAR	MODEL	BODY TYPE	SERIAL NUMBER	MOTOR NUMBER	LICENSE	CAPACITY (IF TRUCK)

Additional Description:

Bellanca 17 - 30 A; Serial # 79-30909

SEE RECORDED
CONVEYANCE
NUMBER V52247
PAGE #

FEDERAL AVIATION
ADMINISTRATION
JUL 4 11 00 AM '82

651078

together with all additions, accessions and substitutions thereto or therefor, and all similar property hereafter acquired, hereinafter called "Collateral." Proceeds of Collateral are also covered but this shall not be construed to mean that Secured Party consents to any sale of such Collateral.

DEBTOR WARRANTS AND COVENANTS WITH SECURED PARTY AS FOLLOWS:

- The Collateral is
() Now owned by the Debtor () Being acquired with the proceeds of the advance evidenced by this agreement.
- Debtor's residence is
() At the address shown above () At _____
(STREET NUMBER) (CITY) (STATE)
- The Collateral will be kept at
() Debtor's residence as shown above () At _____
(STREET NUMBER) (CITY) (STATE)
- Debtor's chief place of business is
() In the county of Debtor's residence () At _____
(STREET NUMBER) (CITY) (STATE)

This security interest is given to secure: (1) Payment of a note dated March 5, 1982 executed and

delivered by Debtor to Secured Party in the principal sum of \$ 43,000.00 payable as to principal and interest as therein provided; (2) future advances to be evidenced by like notes to be made by Secured Party to Debtor at Secured Party's option; (3) all expenditures by Secured Party for taxes, insurance, repairs to and maintenance of the Collateral and all costs and expenses incurred by Secured Party in the collection and enforcement of the note and other indebtedness of Debtor; and (4) all liabilities of Debtor to Secured Party now existing or hereafter incurred, matured or unmatured, direct or contingent, and any renewals and extensions thereof and substitutions therefor.

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:
OWNERSHIP FREE OF ENCUMBRANCES. Except for the security interest granted hereby, Debtor now owns or will use the proceeds of the advances hereunder to become the owner of the Collateral free from any prior lien, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

CERTIFICATE OF TITLE. That no Certificate of Title and/or Financing Statement covering the Collateral or any tires, radios, heaters, accessories, equipment, repairs or parts thereof are on file in any public office and that Debtor will execute all instruments deemed necessary by Secured Party to perfect the Security Interest herein granted and will pay the cost of filing same.

INSURANCE. Debtor will insure the Collateral with companies acceptable to Secured Party against such casualties and in such amounts as Secured Party shall require. All insurance policies shall be written for the benefit of Debtor and Secured Party as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Secured Party. All policies of insurance shall provide at least ten (10) days prior written notice of cancellation to Secured Party.

MAINTENANCE. Debtor will keep the Collateral in good condition and free from liens and other security interests, will pay promptly all taxes and assessments with respect thereto, will not use the Collateral illegally or encumber the same and will not permit the Collateral to be affixed to real or personal property without the prior written consent of Secured Party. Secured Party may examine the Collateral at any time, wherever located.

REIMBURSEMENT FOR EXPENSES. At its option Secured Party may discharge taxes, liens, security interests, or other encumbrances on the Collateral and may pay for the repair of any damage to the Collateral, the maintenance and preservation thereof and for insurance thereon. Debtor agrees to reimburse Secured Party on demand for any payments so made and until such reimbursement, the amount of any such payment, with interest at ten (10%) per cent per annum from date of payment until reimbursement, shall be added to the indebtedness owed by Debtor and shall be secured by this security agreement.

CHANGE OF RESIDENCE OR LOCATION OF COLLATERAL. Debtor will immediately notify Secured Party in writing of any change in Debtor's residence, and Debtor will not permit any of the Collateral to be removed from the location specified herein, except for short, temporary periods consistent with its normal use, without the written consent of Secured Party.

EVENTS OF DEFAULT. Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:
1. Default in the payment or performance of any obligation, covenant or liability contained or referred to herein;
2. Any warranty, representation or statement made or furnished to Secured Party by or in behalf of Debtor proves to have been false in any material respect when made or furnished;
3. Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;
4. Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;
5. Any time the Secured Party believes that the prospect of payment of any indebtedness secured hereby or the performance of this agreement is impaired;
6. Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor.

REMEDIES. Upon such default and at any time thereafter Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by the Uniform Commercial Code as well as all other rights and remedies possessed by Secured Party. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least five days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses.

No waiver by Secured Party of any default shall operate as a waiver of any other default and the terms of this agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

Signed and delivered the day and year first above written.

SECURED PARTY:

Summit Savings Association

(NAME)

By: Randall B. Kidd
(NAME)
Randall B. Kidd, Vice President (TITLE)

DEBTOR:

James M. Miller, Pres
(NAME)

Miller Flying Service Inc.
(NAME)

(NAME)

(NAME)

(TITLE)

(PARTY IS AN INCORPORATION) 0 255 A 03/15/82

5.07 REC

ASSIGNMENT WITHOUT RECOURSE

FOR VALUE RECEIVED, without recourse, the undersigned does hereby sell, assign and transfer to _____

all right, title and interest in and to the within Security Agreement and the property covered thereby and authorizes the said Assignee to do every act and thing necessary to collect and discharge the obligation secured hereby.

BY: _____

FILED
AIRCRAFT
MAR 15 2 52 PM '83
OKLAHOMA CITY
OKLAHOMA

ASSIGNMENT WITH GUARANTY OF PAYMENT

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to _____

all right, title and interest in and to the within Security Agreement and the property covered thereby and authorizes the said Assignee to do every act and thing necessary to collect and discharge the obligation secured thereby.

In consideration of the purchase of the within Security Agreement, the undersigned guarantees payment of the full amount remaining unpaid thereon and covenants that if default be made in payment of any installment herein for a period of _____ days to pay the full amount then unpaid to the Assignee upon demand. The liability of the undersigned shall not be affected by any settlement, extension of credit or variation of terms of the within Security Agreement. The undersigned waives notice of acceptance of this guaranty and notice of nonpayment and nonperformance.

BY: _____

371

SECURITY AGREEMENT
(MOTOR VEHICLE OR TRAILER)

The Otlee Company, Publishers, Dallas

071016

SEP 11 1983

FORM APPROVED:
OMB NO. 34-8057

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

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

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

DOES THIS **4th** DAY OF **March** 19**82**
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

051077
JUL 9 11 00 AM '82
FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

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

PURCHASER

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

DEALER CERTIFICATE NUMBER 78-200

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 **4** DAY OF **Mar** 19**82**

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

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

ORIGINAL: TO FAA

AC FORM 8090-2 (4-76) (5017-129-0002)

14

101011

SEP 28 11 00 AM '83

CONVENT
FILED
AIRCRAFT REGISTRY
APR 30 4 00 PM '82
OKLAHOMA CITY
OKLAHOMA

13-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FUR'S APPROVED:
OMB No. 04-R0169

0000004236

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

HILL, JAMES

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Sheridan Bank & Trust Company
2202 Ferris Avenue
Lawton OK 73501

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE
RECORDATION
FEDERAL AVIATION
ADMINISTRATION
AUG 22 5 59 AM '81
Do Not Write This Block
FOR FAA USE ONLY

008539

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

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 7/3/80 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 12/03/80 AS CONVEYANCE NUMBER AA06419
M. K. Hampton
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: 7/3/81
THE SHERIDAN BANK LAWTON, OK
(Name of security holder)
SIGNATURE (in ink) *[Signature]*
TITLE V.P. - CASHIER

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

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OKLAHOMA CITY
OKLAHOMA
JUL 21 4 12 PM '81
FAA AIRCRAFT REGISTRY
OKLAHOMA CITY

DEBTOR FURTHER REPRESENTS, WARRANTS AND AGREES THAT:

The statements herein as to Debtor's residence and possession and location of the property specifically described herein are true, and that Debtor has or will acquire absolute title thereto free and clear of all liens, encumbrances and Security Interests except the Security Interest hereby given to Bank and other rights, if any, of Bank, and Debtor will defend the goods against the claims and demands of all persons.

Without the prior written consent of Bank, Debtor will not sell, exchange, lease or otherwise dispose of goods or any of Debtor's rights therein or under this agreement, or permit any lien or Security Interest to attach to same except that created by this agreement and other rights, if any, of Bank.

Debtor will maintain the goods in good condition and repair but without permitting any lien to affix to the goods as a result thereof, and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of the same and will not permit anything to be done that may impair the value of any of the goods; if Debtor fails to pay such sums, Bank may do so for Debtor's account, adding the amount thereof to the other amounts secured hereby.

Debtor will insure the goods with companies acceptable to Bank against such casualties and in such amounts as Bank shall require; all insurance policies shall be written for the benefit of Debtor and Bank as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Bank. If Debtor fails to pay the premiums on any such insurance, Bank may do so for Debtor's account, adding the amount thereof to the other amounts secured hereby, however, Bank is under no obligation or has no duty to pay such premiums. Debtor hereby assigns to Bank any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever, and directs the insurers to pay Bank any amounts so due. Bank is hereby appointed Debtor's attorney-in-fact to endorse any draft or check which may be payable to Debtor in order to collect such return or unearned premiums or the proceeds of such insurance; any balance of insurance proceeds remaining after payment in full of all amounts secured hereunder shall be paid to Debtor.

Debtor will not permit any of the goods to be removed from the location specified herein without the prior written consent of Bank and will permit Bank to inspect the Goods at any time.

Debtor will not permit anything to be done that may impair the value of any of the goods or the security intended to be afforded by this agreement.

Debtor will pay all costs of filing any financing, continuation or termination statements with respect to the Security Interest created by this agreement; Bank is hereby appointed Debtor's attorney-in-fact to do, at Bank's option and at Debtor's expense, all acts and things which Bank may deem necessary to perfect and continue perfected the Security Interest created by this Agreement and to protect the goods.

In case any of the representations or warranties of Debtor herein contained shall prove to be false or misleading, or if any proceedings are instituted by or against Debtor under any of the provisions of the Bankruptcy Act or any state insolvency law or for the appointment of a Receiver for Debtor, or if Debtor shall make an assignment for the benefit of creditors, or shall become insolvent, or in the event of the death of Debtor, then, in any such event, Debtor shall be in default hereunder. Thereupon, all sums secured hereby shall become immediately due and payable at Bank's option without notice to Debtor, and Bank may proceed to enforce payment of the same and to exercise any or all of the rights and remedies provided by the Uniform Commercial Code (Okla.) as well as all other rights and remedies possessed by Bank. Whenever Debtor is in default hereunder, Debtor, upon demand by Bank, shall assemble the goods and make them available to Bank at a place reasonably convenient to both parties.

COPIES FILED WITH
FAA AIRCRAFT REGISTRY
AUG 20 11 25 AM '80
OKLAHOMA CITY, OKLA.

**FINANCING STATEMENT & SECURITY
AGREEMENT
(CHATTEL MORTGAGE)**

FROM
DEBTOR

TO

SECURED PARTY

**THE SHERIDAN BANK AND TRUST COMPANY
OF LAWTON, OKLAHOMA**

STATE OF OKLAHOMA,

County, }
 } SS:

This instrument Numbered _____ was

filed for record on the _____ day of _____,

19____, at _____ o'clock.

and recorded in Book _____

of _____ at Page _____

County Clerk,

By _____ Deputy,

Fees \$ _____

The Secured Party, herein referred to as Bank, certifies that they no longer claim a security interest in the financing statement bearing the file number shown above and request the filing officer to terminate same of record.

Date _____

**THE SHERIDAN BANK AND TRUST COMPANY
OF LAWTON, OKLAHOMA**

By _____

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 9-28-83

11

OKLAHOMA CITY, OKLA.
Aug 20 11 25 AM '80
FAA AIRCRAFT REGISTRY
CONVENTION FILED WITH

UNITED STATES OF AMERICA 000001923
 DEPARTMENT OF TRANSPORTATION AVIATION ADMINISTRATION
 AIRCRAFT BILL OF SALE

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

UNITED STATES
 REGISTRATION NUMBER **N 28111**
 AIRCRAFT MANUFACTURER & MODEL
 1979 Bellanca Mod # 17-30A
 AIRCRAFT SERIAL No.
 79-30909

FEDERAL AVIATION
 ADMINISTRATION

DEC 3 4 20 PM '83

CONVEYANCE
 RECORDED

A A O R 4 1 R

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

Do Not Write In This Block
 FOR FAA USE ONLY

PURCHASER

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

A.
 James Hill
 206 East 2nd
 Carnegie, Okla. 73015

JK

DEALER CERTIFICATE NUMBER

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

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

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	Paul W. Walter DBA/ Waldo Leasing Co.	<i>Paul W. Walter</i>	Owner
	Xermit M. Beal	<i>Xermit M. Beal</i>	Owner
	Xer B. Hoy	<i>Xer B. Hoy</i>	Owner

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

8310 255 5.00 REG 1 08/26/80

ORIGINAL: TO FAA

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 9-28-83

0000000000

10

OKLAHOMA CITY, OKLA.
OCT 23 2 21 PM '80
GOVERNANCE FILED WITH
FAA AIRCRAFT REGISTRY

AUG 21 11 25 AM '80

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION		CERT. ISSUE DATE 2A JUN 18 1980	
UNITED STATES REGISTRATION NUMBER N 28111		FOR FAA USE ONLY	
AIRCRAFT MANUFACTURER & MODEL Bellanca Model 17-30A			
AIRCRAFT SERIAL No. 79-30909			
TYPE OF REGISTRATION (Check one box)			
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input checked="" type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Paul W. Walter DBA/ Waldo Leasing Hoy, Rex B. Beal, Kermit			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 12345 West 95th Street Rural Route: P. O. Box:			
CITY	STATE	ZIP CODE	
Lenexa,	Kansas	66215	
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS			
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and, (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	Co-Owner	5-7-80
	SIGNATURE	TITLE	DATE
<i>[Signature]</i>	Co-Owner	5-7-80	
SIGNATURE	TITLE	DATE	
<i>[Signature]</i>	Co-Owner	5-7-80	
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 9-28-83

9

OKLAHOMA
OKLAHOMA CITY
MAY 14 9 14 AM '80
AIRCRAFT REGISTRY
FILED WITH FAA
CONVENTS

8-1

I certify this to be a true copy of the original

000001167

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
Walter, Paul W - Beal, Hermit Mo
Way Ref B - DBA Waldo Leasing

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
First National Bank of Lawrence
Ninth + Massachusetts
Lawrence, Kansas 66044

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

AUG 15 4 16 PM '80
FEDERAL AVIATION
ADMINISTRATION

A A 0 5 5 5 4

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER <i>N28111</i>	AIRCRAFT SERIAL NUMBER <i>79-30909</i>	AIRCRAFT MFR. (BUILDER) and MODEL <i>Bellanca 17-30A</i>
ENGINE MFR. and MODEL		ENGINE SERIAL NUMBER(S)
PROPELLER MFR. and MODEL		PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED *5-7-80* COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON *6-13-80* AS CONVEYANCE NUMBER *212812*

Lena Webb
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: *7/31/80*

The First National Bank of Lawrence, Kansas
(Name of security holder)

SIGNATURE (in ink) *William B. Lawrence*

TITLE *V.P.*

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

ACKNOWLEDGEMENT: (If Required By Applicable Local Law):

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 9-28-83

110000

RECORDED
COMMUNICATIONS

AUG 12 4 10 PM '80

FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

OKLAHOMA CITY, OKLA.
AUG 6 8 25 AM '80
FAA AIRCRAFT REGISTRY
CONVEYANCE FILED WITH

I certify this to be a true copy of the original

**AIRCRAFT SECURITY INSTRUMENT
(CHATTEL MORTGAGE)**

SEE RECORDED
CONVEYANCE

7-1

THIS INSTRUMENT, made this 7 day of May, 1980,
by Paul W. Walter D/B/A Waldo Leasing, Kermit M. Beal & Rex B. Hoy
(hereinafter called the "Debtor") to The First National Bank of Lawrence
(hereinafter called the "Secured Party"),

WITNESSETH THAT:

The Debtor is justly indebted to the Secured Party in the sum of —Fifty Five Thousand & no/100—
dollars (\$ 55,000.00) which indebtedness is evidenced by the
Debtor's promissory note, of even date herewith, payable to the order of the Secured Party, as follows:
Principal & accrued interest are payable November 3, 1980

NOW, THEREFORE, to secure the payment of said indebtedness and to secure the performance and observance by the Debtor of all the covenants and conditions contained in this instrument, and in consideration of the payment by the Secured Party to the Debtor of Sum of Ten Dollars, the receipt whereof is hereby acknowledged, the Debtor hereby grants a security interest in and does hereby sell, transfer and convey to the Secured Party, the following described aircraft (hereinafter called the "Aircraft") to-wit:

Manufacture of Aircraft: Bellanca Year of Manufacture: _____
Aircraft Model: 17-30A Manufacturer of Engine(s): _____
F.A.A. Registration No.: N28111 Engine(s) Model: _____
Aircraft Serial No.: 79-30909 Engine(s) Serial No.: _____
Together with all equipment and accessories attached thereto or used in connection therewith, including but not limited to the following:

FEDERAL AVIATION ADMINISTRATION
MAY 13 8 58 AM '80
212812

The Secured Party shall have and hold the Aircraft forever for the uses and purposes herein set forth; provided, however, that if the Debtor shall pay to the Secured Party all of the above-described indebtedness, together with all interest thereon, promptly as the same shall become due and shall perform and observe all other covenants and conditions herein contained to be performed and observed by the Debtor, then this conveyance shall be void. It shall be lawful for the Debtor to retain possession of and to keep and use the Aircraft as is hereinafter provided: at his own expense until the indebtedness secured hereby shall become due either by lapse of time or acceleration. Secured party shall have the right at any time hereafter to sell or assign all its right title and interest in and to the chattel property referred to herein, together with its right to the proceeds of the note described.

Debtor represents, warrants, covenants and agrees that:

1. Except for the security interest and rights created hereby, the Debtor is the owner of the Aircraft free from any lien, security interest or encumbrance; he is lawfully possessed of the Aircraft as his own property and he will warrant and defend the same to the Secured Party against all claims and demands of all persons; he will use, operate, and maintain the Aircraft at all times in compliance with all laws and regulations of any governmental agency having power and authority to regulate or supervise the use, operation and maintenance of the Aircraft and in compliance with all franchises, licenses, permits and certificates relating to such use, operation and maintenance; he will use or permit the Aircraft to be used only for the purposes and in the manner set forth in the application for and in the insurance policy which the Debtor is required to deposit with the Security Party; he will permit the Aircraft to be operated only by a properly licensed pilot having at least the minimum total pilot hours required in such insurance policy; he will keep the Aircraft in good repair at all times; he will keep the Certificate of Airworthiness (which is required under the Federal Aviation Act) current and valid at all times; he will base the Aircraft at MKC Airport

and will not change said base or permit said base to be changed without the prior written consent of the Secured Party; he will not use or permit the Aircraft to be used in any manner which will violate or result in a violation of criminal laws restricting the use or transportation of intoxicating liquors, narcotics or other items which are similarly restricted; he will not sell, assign or dispose of the Aircraft, or any interest therein, or any part thereof, or lease or rent the Aircraft to anyone without the prior written consent of the Secured Party; he will not suffer or permit any lien, encumbrance or charge of any character to be attached to the Aircraft or any levy under execution, attachment, distraint or other legal process to be made upon the Aircraft; he will pay all taxes levied or assessed against the Aircraft or with respect to same, promptly as such taxes become due and payable; he will procure and maintain, at his expense, aircraft hull insurance to include all risk ground and in flight insurance on the Aircraft for the full insurable value thereof and will also procure and maintain, at his own expense, such other insurance on the Aircraft in such amounts and against such risks as the Secured Party may from time to time require; he will promptly deposit each such insurance policy together with an endorsement attached thereto which shall provide that any payment made thereunder for any loss shall be paid to the Secured Party; each such insurance policy shall be in the form and amount and be issued by a company which is satisfactory to the Secured Party; if the Debtor shall fail to procure and maintain such insurance or to pay taxes or to remove any lien or encumbrance against the Aircraft as herein provided, the Secured Party may (but is not obligated to) do so and all sums so expended by the Secured Party, together with interest thereon at the rate of seven per cent per annum shall constitute an additional indebtedness secured by this instrument.

2. If default shall be made in the payment of any part of the principal or interest secured hereby or in the performance or observance of any covenant or condition contained in this instrument, or if the Debtor shall admit in writing his inability to pay his debts as they mature, make an assignment for the benefit of his creditors, or become insolvent or unable to pay his debts as they mature, or if a receiver or trustee shall be appointed for the Debtor or any of his property, or if a petition under the Federal Bankruptcy Act shall be filed by or against the Debtor, or if for any reason the Secured Party shall feel insecure or unsafe, or fear removal or waste of the Aircraft, or any part thereof, then upon the happening of any such default or event the entire principal indebtedness secured hereby, together with accrued interest thereon and all additional indebtedness, shall, at the option of the Secured Party, become due and payable immediately, without notice to the Debtor or anyone else. Immediately upon the occurrence of any one or more of such defaults or events, without notice, demand or legal process, the Secured Party may take possession of the Aircraft, or any part thereof, wherever it may be found, and for that purpose may pursue the same wherever it may be found, and with or without process of law, may enter into any of the premises of the Debtor wherever the Aircraft may be, or supposed to be, and search for, take possession of, remove, keep, and store the Aircraft until sold; and at its election the Secured Party may sell the Aircraft, or any part thereof, at public auction to the highest and best bidder, or at private sale, for cash or on credit, after giving such notice of the sale as may be required by law. At the option of the Secured Party, the power of sale hereby granted to it may be executed by the sheriff of the county in which the Aircraft, or some part thereof, is situated. Out of the proceeds of any such public or private sale the Secured Party may retain the amount due and unpaid upon the entire indebtedness secured hereby, and all costs and charges for searching for, taking, removing, keeping, storing, advertising and selling such Aircraft, together with reasonable attorneys' fees, and shall pay over the surplus, if any, to the Debtor. At any such public or private sale the Secured Party, or its agent or nominee, may become the purchaser of the Aircraft or any part thereof. In the event the proceeds of such sale shall be insufficient to pay in full such indebtedness and such costs, charges and fees, the Debtor shall pay the Secured Party the amount of the deficiency. No waiver by the Secured Party in respect of any default hereunder by the Debtor shall operate as a waiver of any subsequent default by the Debtor. Each remedy conferred upon the Secured Party hereby shall be cumulative and shall be in addition to all other remedies which the Secured Party may have under the terms hereof or by law.

3. This instrument and all the covenants and conditions hereof shall be binding upon the Debtor and his heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. The holder of the promissory note or notes secured hereby shall have, and may enforce and exercise, all the rights, powers, privileges, remedies and options given the Secured Party hereunder. As the circumstances may require, the term "Debtor" as used herein shall include one or more persons or a corporation or corporations, and the term "Secured Party" as used herein shall include one or more persons or a corporation or corporations; in each case irrespective of the use of pronouns and verbs importing the singular number.

only net #490 (MATS)

*MATS
7412 231500 REC
1 157040*

IN WITNESS WHEREOF, this Instrument has been executed by the Debtor, the day and year first above written.

Paul H. Walter
Paul H. Walter D/B/A Waldo Leasing

Kenneth A. Beal
Kenneth A. Beal

Rev. E. Hoy
Rev. E. Hoy

STATE OF _____
COUNTY OF _____

I, _____ a Notary Public in and for said County, in the state aforesaid, do hereby certify that _____ personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 19____.

Notary Public

STATE OF _____
COUNTY OF _____

I, _____ in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

personally known to me to be the _____ President of the _____ corporation, and _____ personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary, they signed and delivered the said instrument as _____ President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of _____ of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and _____ seal this _____ day of _____, 19____.

DEALER'S ASSIGNMENT

For value received the undersigned does hereby sell, assign, transfer, and set over to its successors and assigns, all of its rights, title and interest in and to the within Security Agreement, the amounts due and to become due thereunder and the property therein described, hereby granting full power to the said Assignee, either in its own name or in the name of the undersigned, to take such proceedings, legal or otherwise, as the undersigned might have taken save for this assignment; and hereby represent and warrant that said contract is genuine, enforceable, what it purports to be and the only contract executed for purchase of the property therein described; that all statements therein contained are true, that the property has been delivered to the address specified in such contract and accepted by the buyer; that the parties to said contract have capacity to contract; that undersigned has no knowledge of any fact which would impair the validity of said contract; that there is no agreement or understanding with the purchaser other than specifically set forth in the within document, and that in the event any payments due under the terms of the within contract are paid to or received by the undersigned that the undersigned will hold all of such payments as trustee for the use and benefit of the assignee hereof and will not commingle any portion of such payments with the funds of the undersigned and will promptly transmit the same to the assignee hereof upon the receipt thereof by the undersigned; and the undersigned hereby ratifies and confirms all of the terms and provisions of any and all underlying contracts and agreements heretofore delivered to you by the undersigned.

(Trade Name of Dealer) (Seal)

1) WITHOUT RECOURSE
Dealer _____ (Seal)
(Corporation, Individual or Firm Name)

By _____ (Seal)
(Officer, Owner or Partner-Title)

By _____ (Seal)
(Authorized Officer and Title)

2) WITH RECOURSE
Undersigned guarantees payment of the amount due on said Contract as and when the same shall become due, waiving any extension of time made by Bank and waiving presentment for payment, protest and notice of protest, and non-payment and notice of the acceptance hereof.

Dealer _____ (Seal)
(Corporation, Individual or Firm Name)

By _____ (Seal)
(Officer, Owner or Partner-Title)

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____
County of _____
(SEAL)

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

My commission expires _____

(Signature of notary public (in ink))

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

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

UNITED STATES
 REGISTRATION NUMBER **N 28111**

AIRCRAFT MANUFACTURER & MODEL
 Bellanca Model 17-30A

AIRCRAFT SERIAL No.
 79-30909

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

6-1
 212811
 JUN 13 8 56 AM '80
 FEDERAL AVIATION ADMINISTRATION
 NOT WRITE IN THIS BLOCK FOR FAA USE ONLY

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

PURCHASER

Paul W. Walter D/B/A Waldo Leasing
 Beal, Kermit M.
 Hoy, Rex B.
 PO Box 14040
 Lenexa, Kansas 66215

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS **7** DAY OF **May** 19 **80**

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

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

dup set 7412 255 5.00 REG 1 05/30/80

ORIGINAL: TO FAA

110819

JUN 13

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OKLAHOMA CITY
OKLAHOMA
MAY 14 9 14 AM '80
FILED WITH
AIRCRAFT REGISTRY
CONVENT

FORM APPROVED:
 OMB NO. CA-R0476

5-1

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE 37

FOR AND IN CONSIDERATION OF 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 Model 17-30A

AIRCRAFT SERIAL No.
 79-30909

DOES THIS 7 DAY OF May 80

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

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

Dalin, Christopher C.
 417 Lou Holland Drive
 Kansas City, Missouri 64116

PURCHASER

FEDERAL
 AVIATION
 ADMINISTRATION

JUN 19

8

AM '80

Do Not Write In This Block
 FOR OFFICE USE ONLY

212810

DEALER CERTIFICATE NUMBER

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

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

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

AC FORM 8050-2 (4-76) (0002-423-0002)

dup ret

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CONVERTED
FILED WITH
AIRCRAFT REGISTRY
MAY 14 9 14 AM '80
OKLAHOMA CITY
OKLAHOMA

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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
Ergert Aviation Services, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
*First National Bank of Kansas City
Box 38
Kansas City, Mo. 64183*

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

212809
 JUN 13 8 55 AM '80
 FEDERAL AVIATION ADMINISTRATION
 CONVEYANCE RECORDATION

Do Not Write In This Block
FOR FAA USE ONLY

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

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED *12-29-78* COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON *1-16-79* AS CONVEYANCE NUMBER *812469*
Bill Ferguson
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: *5-6-80*
FIRST NATIONAL BANK, KANSAS CITY 41, MO
(Name of security holder)

SIGNATURE (in ink) *[Signature]*
TITLE

(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):

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OKLAHOMA CITY
OKLAHOMA
MAY 14 9 24 AM '80
FILED WITH
AIRCRAFT REGISTRY
CONVENTION

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION		3-1 CERT. ISSUE DATE S 011679	
UNITED STATES REGISTRATION NUMBER N -28111 0 0 0 0 0		AIRCRAFT MANUFACTURER & MODEL Bellanca Super Viking	
AIRCRAFT SERIAL No. 79-30909		FOR FAA USE ONLY	
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Engert Aviation Services, Inc.			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 417 Lou Holland Drive Rural Route: _____ P. O. Box: _____			
CITY	STATE	ZIP CODE	
Kansas City	Missouri	64116	
<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 on this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(i)(3) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	<i>President</i>	<i>1/3/79</i>
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

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11100000

CONVENTANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JAN 10 1 45 PM '79
OKLAHOMA CITY
OKLAHOMA

7118 of Kansas City
Rov 38
K.C. Mo. 64183

SECURITY AGREEMENT

Equipment (including motor vehicles and farm equipment)

0000011128
December 29, 1983

I. Parties, Collateral and Obligations.

Engert Aviation Services, Inc.

417 Lou Holland Drive
NO. AND STREET

Kansas City
CITY

Clay
COUNTY

Missouri 64116
STATE

(incorporated under the laws of _____) (hereinafter called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to THE FIRST NATIONAL BANK OF KANSAS CITY, Kansas City, Missouri (hereinafter called "Secured Party") a security interest in the following property together with any and all attachments, equipment, parts, repairs, and accessories now or hereafter affixed thereto or used in connection therewith and any additions, accessions, replacements and substitutions thereto or therefor (hereinafter called "Collateral"): (If a motor vehicle, include under caption "Description" make, number of cylinders, body type and tonnage, if applicable.)

QUANTITY	NEW OR USED	YEAR/ MODEL	DESCRIPTION AND OTHER INFORMATION	SEERIAL NUMBER (IF APPLICABLE)
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1 - Bellanca Model 17-30A, N28111, Serial No. 79-30909

FEDERAL AVIATION
ADMINISTRATION
JAN 16 6 59 AM '79
CONVEYANCE
RECORDED

S 12469

SEE RECORDED
CONVEYANCE
NUMBER 212809

to secure payment of \$ 64,177.75 + Interest @ 1 1/2% Floating Over Prime as provided in the note or notes of Debtor or even date herewith and also any and all other liabilities of Debtor to Secured Party, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation future advances by Secured Party to Debtor (all hereinafter called the "Obligations"). As additional security for the payment of the Obligations, Debtor hereby grants a security interest to Secured Party in the following:

- (a) Proceeds of the Collateral; provided, however, Debtor is denied the right to sell or offer to sell or otherwise transfer the Collateral without the prior written consent of Secured Party unless checked here ; and
- (b) All equipment hereafter acquired by Debtor during the term of this Agreement except for the following, if any:

II. Warranties, Covenants and Agreements of Debtor. Debtor hereby warrants, covenants and agrees as follows:

1. Except for the security interest granted hereby Debtor is, or to the extent that this agreement states that the Collateral is to be acquired after the date hereof will be, the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

2. The Collateral is used or bought primarily for: Farming operations; Business or professional purposes other than farming operations; and if checked here is being acquired with the proceeds of the loans by Secured Party to Debtor, which Secured Party may disburse directly to the seller(s) of the Collateral.

3. The Collateral is or will be kept at:

417 Lou Holland Drive Kansas City Clay Missouri 64116
NO. AND STREET CITY COUNTY STATE

or if left blank, at the address shown at the beginning of this agreement; Debtor will promptly notify Secured Party of any change in the location of the Collateral within said State; and Debtor will not remove the Collateral from said State without the written consent of Secured Party.

4. If the Collateral is used or bought primarily for business or professional use, check the applicable statement below with respect to the location of the Debtor's places of business in the state where the Collateral is or will be kept: Debtor has a place of business in only the following county of such State - _____; Debtor has places of business in more than one county in such State; Debtor has no place of business in such State. Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place or places of business.

5. If the Collateral is used or bought primarily for use in farming operations or if Debtor has no place of business in the state where the Collateral is or will be kept, Debtor's residence in such State is _____

NO. AND STREET CITY COUNTY STATE
(if none, write "none"), or if left blank, is that shown at the beginning of this agreement.

6. If the Collateral has been attached to or is to be attached to real estate, a description of the real estate and the name of record owner, if other than Debtor, is set forth on Exhibit A to this agreement, and Debtor will on demand of Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the Collateral which is prior to Secured Party's interest.

7. If the Collateral is of a type normally used in more than one state (such as automotive equipment, rolling stock, airplanes, road building equipment, commercial harvesting equipment, construction machinery and the like) and Debtor has a place of business in more than one State, the chief place of business of Debtor is _____

NO. AND STREET CITY COUNTY STATE
or if left blank, is that shown of the beginning of this agreement and Debtor will notify Secured Party in writing prior to any change in Debtor's chief place of business.

8. No Financing Statement covering any Collateral or any proceeds thereof is on file in any public office and on the request of Secured Party, Debtor will execute and deliver to Secured Party such financing statements, certificates of title and other papers as may be reasonably requested by Secured Party and will pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary or desirable. Debtor hereby authorizes Secured Party to file a financing statement signed only by Secured Party in all places where necessary to perfect Secured Party's security interest in the Collateral in all jurisdictions where such authorization is permitted by law. Without limiting the foregoing, Debtor agrees that whenever applicable law requires Debtor to sign a financing statement for filing purposes, Debtor hereby appoints Secured Party or any of Secured Party's representatives as Debtor's attorney and agent, with full power of substitution, to sign or endorse Debtor's name on any such financing statement or other document and authorizes Secured Party to file such a financing statement in all places where necessary to perfect Secured Party's security interest in the Collateral; and Debtor hereby ratifies all acts of said attorney and said substitute and agrees to hold Secured Party and said attorney harmless from any acts of commission or omission or any error of judgment or mistake of fact or law pertaining thereto.

THE PARTIES HERETO AGREE THAT ALL PROVISIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED HEREIN BY REFERENCE AND ARE PART OF THIS AGREEMENT.

Signed and delivered on the day and year first above written.

BY: [Signature] President
BY: [Signature] Debtor

orig ret'd

411 2536 80057.100

9. Debtor represents and warrants to Secured Party that all financial statements and credit applications delivered by Debtor to Secured Party accurately reflect the financial condition and operations of Debtor at the times and for the periods therein stated. Debtor agrees to deliver to Secured Party when requested, and in any event no less frequently than once each year, a balance sheet, profit and loss statement and reconciliation of surplus of Debtor and if requested by Secured Party such financial statements shall be prepared and certified by an independent certified public accountant acceptable to Secured Party.
10. Regardless of the adequacy of any security which Secured Party may at any time hold hereunder, and regardless of the adequacy of any other security which Secured Party may obtain from Debtor in connection with any other transactions, any deposits or other moneys due from Secured Party to Debtor shall constitute additional security for, and may be set off against, the Obligations, even though the Obligations may not then be due. If any of the Collateral consists of motor vehicles or is equipment for which a certificate of title is issued under any state or federal statute, Debtor will cause a certificate of title evidencing ownership hereof to be endorsed so as to show Secured Party's security interest where endorsement is required or permitted.
11. Debtor shall have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft, and other risks as Secured Party may require and, in the case of motor vehicles, collision, containing such terms, in such form, for such periods and written by such companies as may be satisfactory to Secured Party, such insurance to be payable to Secured Party and Debtor as their interests may appear. All policies of insurance shall provide for written notice to Secured Party at least 10 days prior to cancellation and, at the request of Secured Party, shall be delivered to and held by it. Secured Party may act as attorney for Debtor in obtaining, adjusting, settling and cancelling such insurance and indorsing any drafts. Secured Party may apply any proceeds of insurance toward payment of the obligations, whether due or not and in any order of priority.
12. Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof; Debtor will not use the Collateral in violation of any statute or ordinance. Debtor will pay all taxes and assessments with respect to the Collateral. Debtor shall not permit the Collateral to become a part of or be affixed to any real or personal property without first making arrangements satisfactory to Secured Party to protect its security interest. Secured Party may examine and inspect the Collateral at any time, wherever located. Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes evidencing the Obligations.
13. If in the judgment of Secured Party the Collateral has decreased in value, or if Secured Party shall at any time deem itself insecure, Debtor shall either provide additional collateral sufficient to satisfy Secured Party or reduce the amount of the Obligations by an amount sufficient to satisfy the Secured Party, promptly upon Secured Party's request.
14. If a corporation, Debtor is duly organized and existing under the laws of its state of incorporation and is duly qualified and in good standing in every other State in which it is doing business. The execution, delivery and performance hereof are within Debtor's corporate powers, have been duly authorized, are not in contravention of law or the terms of Debtor's charter, bylaws or other in-corporation papers or, whether or not it is a corporation, of any indenture, agreement or undertaking to which Debtor is a party or by which it is bound.

III. Events of Default.

Debtor shall be in default under this agreement upon the happening of any of the following events or conditions: (a) Default in the payment or performance or breach of any obligation, covenant or liability contained or referred to herein or under any Obligation; (b) Any warranty, representation or statement made in this agreement or otherwise furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished; (c) Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking; (d) Loss, theft, damage, destruction, sale (unless authorized in writing by Secured Party as hereinabove provided) or encumbrance to or of any of the Collateral; (e) Death, dissolution, termination of existence, insolvency, business failure of, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy, insolvency, reorganization, arrangement, or other law relating to the relief of debtors by or against Debtor or any guarantor or surety for Debtor; or (f) Service of any warrant of attachment, garnishment, or the existence or making or issuance of any tax lien, levy or similar process on or with respect to Debtor. Upon the occurrence of any of the foregoing events of default, Debtor shall immediately notify Secured Party of such default. Debtor shall also be deemed to be in default if Secured Party shall in good faith believe that the Obligations are inadequately secured or that the prospect of payment, performance or observance of any of the Obligations is impaired.

IV. Rights and Remedies.

1. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance, repair and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization. Any such payment shall also be secured by the Collateral and shall bear interest at the highest rate provided for under the obligations from the date such payment is made by the Secured Party until paid by Debtor.
2. Until default Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance. Secured Party shall have the right to inspect the Collateral at any time and wherever located.
3. Upon default and at any time thereafter Secured Party may declare any part or all of the Obligations immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code or other applicable law, including, without limitation, the right to take possession of the Collateral and any proceeds thereof. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time and place at which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least 5 days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney fees and legal expenses.

V. General.

No waiver by Secured Party of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their obligation hereunder shall be joint and several. The provisions of this agreement shall be in addition to those of any note or other evidence of any liability held by Secured Party, all of which shall be construed as one instrument. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of Missouri and as used herein the term "Uniform Commercial Code" means the version thereof as adopted in the State of Missouri. This agreement shall become effective when it is signed by Debtor. Any consent, notice, and other communication required or contemplated by this Agreement shall be in writing. If intended for Debtor, any notice shall be deemed given if mailed, postage prepaid, to Debtor at the address given herein or at such other address given by notice as herein provided. If intended for Secured Party, notice shall be deemed given only if actually received by Secured Party.

OKLAHOMA
OKLAHOMA CITY
JAN 10 1 45 PM '79
AIRCRAFT REGISTRY
FILED WITH FAA
CONVENTION

2-1

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

I hereby certify that I have compared the attached copy with the original document and that it is a true copy in all respects.


POWELL AIRCRAFT TITLE SERVICE

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 9-28-83

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FORM APPROVED:
 OMB NO. 99-RW76

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

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

UNITED STATES
 REGISTRATION NUMBER **N28111**
 AIRCRAFT MANUFACTURER & MODEL
 Bellanca Model 17-30A
 AIRCRAFT SERIAL No.
 79-30909

DOES THIS 27th DAY OF December 1978
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION
 ADMINISTRATION
 JAN 16 6 58 AM '79
 CONVEYANCE
 RECORDED
 0512468

Do Not Write In This Block
 FOR FAA USE ONLY

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

PURCHASER

ENGERT AVIATION SERVICES, INC.
 417 LOU HOLLAND DRIVE
 KANSAS CITY, MO 64116

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 27 DAY OF Dec¹⁹ 78

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
SELLER	Bellanca Aircraft Corporation	<i>H. M. Habelad</i>	Service Manager

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

ORIGINAL: TO FAA

AC FORM 8050-2 (1-76) (5052-629-0002)

JAN 11 25 36 1979
 JAH

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 9-28-83

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CONVEYANCE
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