

UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION – MIKE MONRONEY AERONAUTICAL CENTER

AIRCRAFT REGISTRATION APPLICATION

<p>1) UNITED STATES REGISTRATION NUMBER N 49151</p> <p>2) AIRCRAFT MANUFACTURER Cessna</p> <p>3) AIRCRAFT MODEL 152</p> <p>4) AIRCRAFT SERIAL NUMBER 15283432</p>	<p>5) TYPE OF REGISTRATION</p> <p>(Check one box.)</p> <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;"> <input checked="" type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input type="checkbox"/> 7. Limited Liability Company (LLC) <input type="checkbox"/> 8. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner </div> </div>
<p>6) NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.]</p> <p>ADJOODANI, Farhad F.</p>	
<p>7) TELEPHONE NUMBER: 410 733 5505</p> <p>8) EMAIL ADDRESS: adjoodani@yahoo.com</p>	
<p>9) MAILING ADDRESS (Permanent mailing address for first applicant on list.)</p> <p>NUMBER AND STREET: 212 Daffodil Rd. APT/SUITE NUMBER: _____</p> <p>RURAL ROUTE: _____ P.O. BOX _____</p> <p>CITY: Glen Burnie STATE: (or foreign Province, State, Country) MD ZIP: 21060-6610</p>	
<p>10) PHYSICAL ADDRESS/LOCATION <u>IF PO BOX, MAIL DROP OR RURAL ROUTE BOX USED FOR MAILING ADDRESS</u></p> <p>NUMBER AND STREET: _____</p> <p>DESCRIPTION OF LOCATION: _____</p> <p>CITY: _____ STATE: (or foreign Province, State, Country) _____ ZIP: _____</p>	
<p>11) <input type="checkbox"/> CHECK HERE IF YOU ARE <u>ONLY</u> REPORTING A CHANGE OF ADDRESS</p>	
<p>12) CERTIFICATION</p>	
<p>I/WE CERTIFY:</p> <p>(1) That the above aircraft is owned by the undersigned applicant who is: (MUST CHECK AND/OR COMPLETE a, b, c, or d)</p> <p><input checked="" type="checkbox"/> a. A citizen of the United States (includes corporations and LLCs) as defined by 49 USC 40102(a)(15);</p> <p><input type="checkbox"/> b. A resident alien with alien registration (Form 1-551)</p> <p><input type="checkbox"/> c. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at (provide complete physical address): _____</p> <p><input type="checkbox"/> d. A corporation using a voting trust to qualify. Enter name of trustee _____</p> <p>(2) If box c or d above is checked, I, the below signed, certify that I am authorized, by the applicant shown above, to sign corporate documents and to seek aircraft registration on behalf of the entity and that I will provide the same authorization if requested;</p> <p>(3) That the aircraft is not registered under the laws of any foreign country; and</p> <p>(4) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.</p>	
<p>ANY AND ALL SIGNATORIES OF THIS APPLICATION MUST READ THE FOLLOWING AND UNDERSTAND THAT, BY APPLYING A SIGNATURE TO THIS DOCUMENT, THEY ARE SUBJECT TO THE REFERENCED STATUTES AND ASSOCIATED PENALTIES.</p> <p>I/we hereby certify that the information provided in, and in any attachments to, this application for aircraft registration is true, accurate and correct to the best of my/our knowledge and belief. I/we understand that the FAA administrator will rely on the information I/we provide in determining my/our qualification for aircraft registration. I/we understand that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device any material fact(s), statement(s), representation(s) or entry(ies) may be fined up to \$500,000 or imprisoned for not more than five (5) years or both (18 U.S.C. §§ 1001 and 3571). I/we understand that to knowingly and willfully: a) falsify or conceal a material fact; or b) use a document knowing it contains a false, fictitious or fraudulent statement/entry; or c) provide any inaccurate, false statement/information can subject me to criminal prosecution (49 U.S.C. § 46306), and the registration of the subject aircraft may be delayed, denied and/or revoked.</p>	
<p>NOTE: If executed for co-ownership, all applicants must sign. Use next page and add page(s) if necessary.</p>	
<p>13)</p>	<p>NAME OF APPLICANT: Farhad F. Adjoodani</p>
	<p>SIGNATURE (DIGITAL OR INK): Digitally signed by Farhad F. Adjoodani on 2024-07-03 17:08:09 CDT</p>
	<p>TYPED/PRINTED NAME OF SIGNER: Farhad F. Adjoodani</p>
<p>DATE: 07/02/2024</p>	
<p>TITLE: Individual Owner</p>	
<p>Except when the most recent registration of the subject aircraft is expired or cancelled, 14 CFR 47.31(c) provides temporary authority for an airworthy U.S. aircraft to be operated within the United States without registration when a copy of the signed aircraft registration application is carried in the aircraft. This temporary authority is valid (i) until the applicant receives the Certificate of Aircraft Registration, (ii) until the date FAA denies the application, (iii) or as provided by paragraph (c)(2) of this section.</p>	

HL
10-3-24
RC

FILED 11:11 AM
AIRPORT
REGISTRATION BR
2024 OCT -3 PM 12:59
OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS FOR DOCUMENT ARE016277327

Orig # 3633 ffr 5-17-23 ret'd.

Orig # 3634 ffr 5-17-23 ret'd.

OMB Control Number: 2120-0042
Expiration Date 10/31/2025

UNITED STATES OF AMERICA U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION	
AIRCRAFT BILL OF SALE	
FOR AND IN CONSIDERATION OF \$ <u>1.00 & ovc</u> THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:	
UNITED STATES REGISTRATION NUMBER	N 49151
AIRCRAFT MANUFACTURER Cessna	
AIRCRAFT MODEL 152	
AIRCRAFT SERIAL NUMBER 15283432	
DOES THIS <u>10th</u> DAY OF <u>May</u> , 2023 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:	

Do Not Write In This Block
FOR FAA USE ONLY**PURCHASER**NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)**ADJOODANI, Farhad F.**

Number and Street 212 Daffodil Rd. Apt/Suite Number _____
 City Glen Burnie
 State (or Foreign Province, State, Country) MD Zip Code 21060-6610
 Telephone Number (410) 733 5505 Email Address adjoodani@yahoo.com

DEALER CERTIFICATE NUMBER _____

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

IN TESTIMONY WHEREOF	WE	HAVE SET	OUR	HAND AND SEAL THIS	<u>10th</u> DAY OF <u>May</u> 2023
SELLER	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK/DIGITAL) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)		TITLE (TYPED OR PRINTED)	
	W.I.F.A. (Washington	Digitally signed by Ziv Levy on 2024-07-02 18:13:57 CDT		By: Ziv Levy, Manager	
	International Flight Academy), LLC				

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

ORIGINAL: TO FAA:

file
10-3-24
JC

FILED WITH FAA
AIRCRAFT
REGISTRATION OR
2024 OCT -3 PM 12:59
OKLAHOMA CITY
OKLAHOMA

Receipt # 231371116006 \$5.00 5-17-23.

Orig # 3631 ffr 5-17-23 ret'd.

Orig # 3632 ffr 5-17-23 ret'd.

MEMORANDUM TO THE FILE

Kevin R. West

ID

09/02/2023

DATE

AIRCRAFT 49151

REVISED CERTIFICATE ISSUED

THIS DATE. NEW CERTIFICATE ISSUED BASED ON 7 YEAR
RENEWAL RULE, EFFECTIVE JANUARY 23, 2023. EXPIRATION
UPDATED IN ACCORDANCE WITH THE NEW RULE

(date)

Aircraft Registration has EXPIRED • N-Number Pending Cancellation

U.S. Registration Number	Aircraft Manufacturer and Model	Aircraft Serial No.
N 49151	CESSNA 152	15283432

REGISTRATION MAILING ADDRESS

PHYSICAL LOCATION OF HOME OR OFFICE

FREEWAY AIRPORT INC
3900 CHURCH ROAD
MITCHELLVILLE, MD 20716

N/A

September 1, 2022

Dear Aircraft Owner:

The registration of the aircraft shown above expired on July 31, 2022.

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

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

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

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

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

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

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

FAA Aircraft Registration Branch: Regular mail: P.O. Box 25504, Oklahoma City, OK 73125-0504.

Overnight delivery or commercial courier: 6425 S. Denning Rm. 118, Oklahoma City, OK 73169-6937

Aircraft Registration website: <https://www.faa.gov/go/AircraftRegistry>

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

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

The authority to operate Aircraft N49151, CESSNA 152, S/N 15283432 is extended for 270 days from the date stamped below, or until the Certificate of Aircraft Registration (AC Form 8050-3) is issued, whichever date occurs first.

GR

DATE
Aug 03, 2022

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



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

A handwritten signature in black ink, appearing to read 'Gwynne Ramirez', written over a horizontal line.

GWYNNE RAMIREZ
Civil Aviation Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

**UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION – MIKE MONRONEY AERONAUTICAL CENTER**

OMB Control No. 2120-0042
Collection Expires 03/31/2024

Accepted IT Sep/28/2022

AIRCRAFT REGISTRATION APPLICATION

1) UNITED STATES REGISTRATION NUMBER N 49151	4) TYPE OF REGISTRATION (Check one box.) <div style="display: flex; justify-content: flex-end; padding-right: 10px;"> <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input checked="" type="checkbox"/> 7. Limited Liability Company (LLC) <input type="checkbox"/> 8. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner </div>				
2) AIRCRAFT MANUFACTURER AND MODEL Cessna 152					
3) AIRCRAFT SERIAL NUMBER 15283432					
5) NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.] WIFA (Washington International Flight Academy) LLC					
6) TELEPHONE NUMBER: (240) 246-7529					
7) MAILING ADDRESS (Permanent mailing address for first applicant on list.) NUMBER AND STREET: 251 Little Falls Dr RURAL ROUTE: _____ P.O. BOX _____ CITY: Wilmington STATE: DE ZIP: 19808-1674					
8) PHYSICAL ADDRESS/LOCATION IF PO BOX, MAIL DROP OR RURAL ROUTE BOX USED FOR MAILING ADDRESS NUMBER AND STREET: _____ DESCRIPTION OF LOCATION: _____ CITY: _____ STATE: _____ ZIP: _____					
9) <input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS					
10) CERTIFICATION					
<p>I/WE CERTIFY:</p> <p>(1) That the above aircraft is owned by the undersigned applicant who is: (MUST CHECK AND/OR COMPLETE a, b, c, or d)</p> <p><input checked="" type="checkbox"/> a. A citizen of the United States as defined by 49 USC 40102(a)(15);</p> <p><input type="checkbox"/> b. A resident alien with alien registration (Form 1-551) No. _____</p> <p><input type="checkbox"/> c. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at (provide complete physical address) _____</p> <p><input type="checkbox"/> d. A corporation using a voting trust to qualify. Enter name of trustee _____</p> <p>(2) If box c or d above is checked, I, the below signed, certify that I am authorized, by the applicant shown above, to sign corporate documents and to seek aircraft registration on behalf of the entity and that I will provide the same authorization if requested;</p> <p>(3) That the aircraft is not registered under the laws of any foreign country; and</p> <p>(4) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.</p> <p align="center">ANY AND ALL SIGNATORIES OF THIS APPLICATION MUST READ THE FOLLOWING AND UNDERSTAND THAT, BY APPLYING A SIGNATURE TO THIS DOCUMENT, THEY ARE SUBJECT TO THE REFERENCED STATUTES AND ASSOCIATED PENALTIES.</p> <p>I/we hereby certify that the information provided in, and in any attachments to, this application for aircraft registration is true, accurate and correct to the best of my/our knowledge and belief. I/we understand that the FAA administrator will rely on the information I/we provide in determining my/our qualification for aircraft registration. I/we understand that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device any material fact(s), statement(s), representation(s) or entry(ies) may be fined up to \$500,000 or imprisoned for not more than five (5) years or both (18 U.S.C. §§ 1001 and 3571). I/we understand that to knowingly and willfully: a) falsify or conceal a material fact; or b) use a document knowing it contains a false, fictitious or fraudulent statement/entry; or c) provide any inaccurate, false statement/information can subject me to criminal prosecution (49 U.S.C. § 46306), and the registration of the subject aircraft may be delayed, denied and/or revoked.</p> <p align="center">NOTE: If executed for co-ownership, all applicants must sign. Use next page and add page(s) if necessary.</p>					
11)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">SIGNATURE: </td> <td style="width:50%;">DATE: 3/15/2022</td> </tr> <tr> <td>TYPED/PRINTED NAME: Ziv Levy</td> <td>TITLE: Manager</td> </tr> </table>	SIGNATURE:	DATE: 3/15/2022	TYPED/PRINTED NAME: Ziv Levy	TITLE: Manager
SIGNATURE:	DATE: 3/15/2022				
TYPED/PRINTED NAME: Ziv Levy	TITLE: Manager				
12)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">SIGNATURE: _____</td> <td style="width:50%;">DATE: _____</td> </tr> <tr> <td>TYPED/PRINTED NAME: _____</td> <td>TITLE: _____</td> </tr> </table>	SIGNATURE: _____	DATE: _____	TYPED/PRINTED NAME: _____	TITLE: _____
SIGNATURE: _____	DATE: _____				
TYPED/PRINTED NAME: _____	TITLE: _____				

NOTE: Except when the most recent registration of the subject aircraft is expired or cancelled, 14 CFR 47.31(c) provides for an airworthy U.S. aircraft to be operated for up to 90 days within the United States when a copy of the signed aircraft registration application is carried in the aircraft while awaiting issuance and receipt of the new registration certificate.

FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2022 MAR 31 PM 12:36
OKLAHOMA CITY
OKLAHOMA

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

OMB Control No. 2120-0042
Exp. 03/31/2024

AIRCRAFT BILL OF SALE

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

UNITED STATES **N** 49151
REGISTRATION NUMBER

AIRCRAFT MANUFACTURER & MODEL
Cessna 152

AIRCRAFT SERIAL NO.
15283432

DOES THIS April 4 DAY OF 2021
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS

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

WIFA (Washington International Flight Academy)
LLC
251 Little Falls Dr
Wilmington DE 19808-1674

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

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Freeway Airport ,INC	<i>Kimberly Rodenhausen Lindqvist</i>	President
	<i>Kimberly Rodenhausen Lindqvist</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 (04/21)

220901144004
\$5.00 03/31/2022

FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2022 MAR 31 PM 12:36
OKLAHOMA CITY
OKLAHOMA

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

THIS FORM SERVES TWO PURPOSES:

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Anapais K Harrison

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

First Mississippi National Bank
NKA Bancorp South Bank

ASSIGNOR (IF APPLICABLE)

FAA REGISTRATION
NUMBER
N49151

AIRCRAFT SERIAL
NUMBER
15283432

AIRCRAFT MFR. (BUILDER) and MODEL
Cessna 152

ENGINE MFR. And MODEL

ENGINE SERIAL NUMBER (S)

PROPELLER MFR. And MODEL

PROPELLER SERIAL NUMBER (S)

THE SECURITY AGREEMENT DATED 1/28/80 COVERING THE ABOVE COLLATERAL WAS
RECORDED BY THE FAA AIRCRAFT REGISTRY ON 3/14/80 AS DOCUMENT NUMBER
A02117.

PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Registry
when the 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 IS TO CERTIFY THAT THIS COPY
HAS BEEN COMPARED WITH THE ORIGINAL
AND IS A TRUE COPY THEREOF
POWELL AIRCRAFT TITLE SERVICE

DATE OF RELEASE: 6/8/20

Bancorp South Bank

SIGNATURE (in ink)

TITLE: EXECUTIVE 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)



FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2020 JUN -9 PM 1:29
OKLAHOMA CITY
OKLAHOMA

RECEIVED
JUN 10 2020
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

see recorded conveyance no. A02117 Doc ID # Pg. 43
Orig #4009 Ret'd to PATS

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 49151		SERIAL NUMBER 15283432	
MANUFACTURER CESSNA		MODEL 152	
DATE OF ISSUANCE 02/09/1990	DATE OF EXPIRATION 07/31/2022	TYPE OF REGISTRATION CORPORATION	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>FREEWAY AIRPORT INC</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>3900 CHURCH ROAD</u> (Address) _____ City <u>MITCHELLVILLE</u> State <u>MD</u> Zip <u>20716</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
TO RENEW REGISTRATION: <u>REVIEW</u> aircraft registration information, <u>SELECT</u> the appropriate statement, <u>ENTER</u> any change in address in the spaces below, <u>SIGN</u> , <u>DATE</u> , & <u>SEND</u> form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937 <input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____		TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, <u>COMPLETE</u> , <u>SIGN</u> , <u>DATE</u> & <u>MAIL</u> this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.	
SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			2/12/2019
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201902121155018535NB)

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

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 49151		SERIAL NUMBER 15283432	
MANUFACTURER CESSNA		MODEL 152	
DATE OF ISSUANCE 02/09/1990	DATE OF EXPIRATION 07/31/2019	TYPE OF REGISTRATION CORPORATION	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>FREEWAY AIRPORT INC</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>3900 CHURCH ROAD</u> (Address) _____ City <u>MITCHELLVILLE</u> State <u>MD</u> Zip <u>20716</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
TO RENEW REGISTRATION: <u>REVIEW</u> aircraft registration information, <u>SELECT</u> the appropriate statement, <u>ENTER</u> any change in address in the spaces below, <u>SIGN</u> , <u>DATE</u> , & <u>SEND</u> form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937 <input checked="" type="checkbox"/> I (WE) CERTIFY , THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____		TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, <u>COMPLETE</u> , <u>SIGN</u> , <u>DATE</u> & <u>MAIL</u> this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.	
SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			2/11/2016
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201602111120295737NB)

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

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

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

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

AIRCRAFT REGISTRATION NUMBER N 49151		SERIAL NUMBER 15283432	
MANUFACTURER CESSNA		MODEL 152	
DATE OF ISSUANCE 07/23/2013	DATE OF EXPIRATION 07/31/2016	TYPE OF REGISTRATION CORPORATION	
NAME AND MAILING ADDRESS OF REGISTERED OWNER (If individual, give last name, first name and middle initial) (Owner 1) <u>FREEWAY AIRPORT INC</u> (Owner 2) _____ Note: Enter any additional owner names on page two of this document. (Address) <u>3900 CHURCH ROAD</u> (Address) _____ City <u>MITCHELLVILLE</u> State <u>MD</u> Zip <u>20716</u> Country <u>UNITED STATES</u> PHYSICAL ADDRESS (REQUIRED WHEN MAILING ADDRESS IS A P.O. BOX OR MAIL DROP) (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		INFORMATION FOR COMPLETION Additional information may be obtained at our web page http://registry.faa.gov/renewregistration or by phone at 866-762-9434. Aircraft Registration Information may be reviewed at : http://registry.faa.gov/aircraftinquiry Please pay fees with a check or money order payable to the Federal Aviation Administration. Signature Requirements for Listed Registration Types: - Individual owner must sign. - Partnership a general partner must sign. - Corporation a corporate officer or managing official must sign. - Limited Liability Co. a member, manager, or officer who is authorized to manage the LLC must sign. - Co-owner each co-owner must sign, continuing as necessary, on page number two. - Government any authorized person may sign. Note: All signatures must be in ink.	
TO RE-REGISTER AIRCRAFT: REVIEW REGISTRATION INFORMATION, ENTER CORRECTIONS IN BLANKS PROVIDED, CHECK APPLICABLE BLOCK BELOW, SIGN, DATE, & MAIL WITH THE \$5 FEE, To: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504. <input checked="" type="radio"/> I (WE) CERTIFY THE: NAME(S) AND MAILING ADDRESS SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="radio"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. MAILING ADDRESS _____ _____ _____ PHYSICAL ADDRESS: COMPLETE IF PHYSICAL ADDRESS HAS CHANGED, OR NEW MAILING ADDRESS IS A PO BOX OR MAIL DROP. _____ _____ _____		TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: THE LAST REGISTERED OWNER MUST: MARK THE APPLICABLE BLOCK(S), COMPLETE, SIGN, DATE & Mail with any fees to: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504. CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW, <input type="checkbox"/> 1. THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address) _____ _____ _____ <input type="checkbox"/> 2. THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> 3. THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> 4. OTHER, Specify _____ <input type="checkbox"/> UPON CANCELLATION, PLEASE RESERVE THE N-NUMBER IN OWNERS' NAME. The \$10 check or money order for the N-number reservation fee is enclosed.	
SIGNATURE OF OWNER 1 Electronically Certified by Registered Owners	PRINTED NAME OF SIGNER	TITLE	DATE 7/23/2013
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Fee paid: \$5 (201307231020467876NA)

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

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SIGNATURE	PRINTED NAME OF SIGNER	TITLE:

dup 7/28/95

27-1

July 17, 1995

Aircraft Registration Branch (AVN-450)
P.O. Box 25504
Oklahoma City, OK 73125

The following is a request for
duplicate registrations for the following aircraft.

		S/N #
1) N64982	Cessna 152	15281510
2) N71446	Cessna 152	15279533
3) N757EW	Cessna 152	15279690
4) N49151	Cessna 152	15283432
5) N54576	Cessna 172	17275003
6) N4153P	Piper PA23-160	23-1637

Please send these duplicates to:
Freeway Airport Inc.
3900 Church Rd.
Mitchellville, MD 20721

32060047214
12.00 07/28/1995

Thanks for your time

Sincerely,

Marcel L. Bernard
Chief Flight Instructor
Freeway Airport
(301) 390-6424

27

7

RECEIVED
OCT 13 1995

OKLAHOMA CITY
95 JUL 25 AM 8 53

FILED
AIRCRAFT REGISTRY
CONVEY

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATIONFORM APPROVED
OAG NO. 1-20-005
EXP. DATE 6/30/94

20-1

THIS FORM SERVES TWO PURPOSES

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Driway Airport, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Citizens National Bank
390 Main St.
Lanark, MD. 20707

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

005927

MAR 1 11 26 AM '95

FEDERAL
AVIATION
ADMINISTRATIONDo Not Write In This Block
FOR FAA USE ONLYFAA REGISTRA-
TION NUMBER

49151

AIRCRAFT
SERIAL NUMBER

152 83432

AIRCRAFT MFR. (BUILDER) and MODEL

Cessna 152

SEE RECORDED
CONVEYANCENUMBER 11130086
FICHE # 1 PAGE # 25-1

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 1-25-90 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REG-
ISTRY ON 2-9-90 AS CONVEYANCE NUMBER 11130086

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.

ACKNOWLEDGEMENT (If Required By
Applicable Local Law):

DATE OF RELEASE: NOVEMBER 12, 1994

THE CITIZENS NATIONAL BANK

(Name of security holder)

SIGNATURE (in ink)

STEPHEN BENTON

TITLE VICE PRESIDENT

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

00000000222

THE CITIZENS NATIONAL BANK
390 Main Street
Laurel, Maryland 20707

W-30086

Chattel Mortgage

Laurel, Maryland
(Office)

This mortgage, made this 25th day of January, 1990 **CONVEYANCE** on THE CITIZENS NATIONAL BANK

RECORDED

(hereinafter called the MORTGAGEE, whose address is

390 Main Street, Laurel, Maryland 20707 **FEB 9 11 11 AM '90**

(Number, Street, City, State, Zip Code)

and Freeway Airport, Inc.

FEDERAL AVIATION
ADMINISTRATION

(hereinafter called the MORTGAGOR, whose address is

3900 Church Road, Mitchellville, Maryland 20716

(Number, City, State, Zip Code)

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Fifteen Thousand and no/100--

----- dollars (\$ 15,000.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his/her heirs, administrators, successors, and assigns, the following described aircraft

Aircraft make and model: Cessna 152 FAA registration number: N49151

Manufacturer's serial number: 15283432

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

All of that equipment listed in the aircraft equipment list for the above described aircraft as of this date and any equipment hereafter installed.

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

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

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

Note bearing the date of January 25, 1990 executed by the mortgagor, and payable to the order of The

Citizens National Bank in the aggregate principal sum of \$ 15,000.00 with interest thereon at the the Bank's Prime Loan Rate in effect on the first business day of the preceding month. rate of 1.0% over percentum per annum, from date, payable in installments as follows:

The principal and interest of said note is payable in 59 installments of \$ 329.76 each on the 24th day of each successive month beginning with the 24th day of February, 1990.

The last payment of \$ 329.76 is due on the 24th day of January, 192000 and any interest owing.

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

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

NONE

RECORD CD 5.00
0125 001 2/ 1/90

The following space is for the inclusion of any special provisions which the parties hereto are desirous of making a part of this mortgage. The mortgagor hereby agrees to insure the above described aircraft against loss by fire, theft, wind, storm and collision while in flight and on the ground, with an underwriter acceptable to the mortgagee.

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

25

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

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

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

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal on the day and year first above written.

Name of mortgagor Freeway Airport, Inc.

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

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

ACKNOWLEDGEMENT BY MORTGAGOR

State of Maryland

County of Prince George's

My commission expires

July 1, 1990

On this 25th day of January, 19 90, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he/she executed the same as his/her free act and deed, and, if any chattel mortgage be that of a corporation swore that he/she was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

[Signature]
(Signature of Notary Public (in ink))

ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign, and transfer all his/her rights, title and interest in and to the foregoing note

and chattel mortgage, and the aircraft covered thereby, unto

whose address is

(Number, Street, City, State and Zip Code)

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

Dated this _____ day of _____, 19 _____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGEMENT BY MORTGAGEE (ASSIGNOR)

State of _____

County of _____
(SEAL)

My commission expires _____

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/she executed the same as his/her free act and deed, and, if said assignment be that of a corporation swore that he/she was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

[Signature]
(Signature of Notary Public)

06-11-90
FAA AIRCRAFT REGISTRY
CONVEYANCE FILED WITH

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

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROE AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			
UNITED STATES REGISTRATION NUMBER N 49151			
AIRCRAFT MANUFACTURER & MODEL Cessna 152			
AIRCRAFT SERIAL No. 15283432			
CERT. ISSUE DATE 24-1 WW 02 09 90 FOR FAA USE ONLY			
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Gov't <input type="checkbox"/> 8. Foreign-owned Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Freeway Airport, Inc.			
TELEPHONE NUMBER: () - -			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 3900 Church Road			
Rural Route: CITY	STATE Maryland	P.O. Box: ZIP CODE 20716	
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States. (For voting trust, give name of trustee: _____), or:			
CHECK ONE AS APPROPRIATE:			
a. <input type="checkbox"/> A resident alien, with alien registration (Form 1-751 or Form 1-551) No. _____			
b. <input type="checkbox"/> A foreign-owned corporation organized and doing business under the laws of (state or possession) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____			
(2) That the aircraft is not registered under the laws of any foreign country; and			
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
TYPE OR PRINT NAME BELOW SIGNATURE			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>Stanley Rodenhauer</i>	TITLE President	DATE 25 Jan 90
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

FAA AIRCRAFT REGISTRY

CAMERA NO. 3 N DATE: 2 - 22 - 90

24

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
FEB 2 10 11 AM '90
OKLAHOMA CITY, OKLA.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
AIRCRAFT BILL OF SALEFOR AND IN CONSIDERATION OF \$1.00 & OVC THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:UNITED STATES
REGISTRATION NUMBER **N** 49151
AIRCRAFT MANUFACTURER & MODEL
Cessna 152
AIRCRAFT SERIAL NO.
15283432DOES THIS 25th DAY OF Jan 1990
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

Freeway Airport, Inc.
3900 Church Road
Mitchellville, Maryland 20716

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 WE HAVE SET OUR HAND AND SEAL THIS 25 DAY OF Jan 19 90

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
	William B. Lyon	<i>William B. Lyon</i>	co-owner
	Geri L. Lyon	<i>Geri L. Lyon</i>	co-owner

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)REGSTR CD 5.00
0125 001 2/ 1/90

ORIGINAL: TO FAA

AC FORM 8080-2 (2-78) (5052-810-0082)

FORM APPROVED:
OMB NO. 04-70076

0 0 0 0 2 2 0

23-1
W-30085CONVEYANCE
RECORDEDFEB 9 11 30 AM '90
Do Not Write In This Block
FOR FAA USE ONLY
FEDERAL AVIATION
ADMINISTRATION

TCNB

FAA AIRCRAFT REGISTRY

CAMERA NO. 3 N DATE: 2 - 22 - 90

23

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
FEB 2 10 11 AM '90
OKLAHOMA CITY, OKLA.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

0 0 0 0 0 0

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

THIS FORM SERVES TWO PURPOSES

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Lyon, William Bruce &
Lyon, Geri Bba Lyon Air Service

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Harrisburg National Bank
P.O. Box 507
Harrisburg, IL 62946

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

22-1
W-30084CONVEYANCE
RECORDED

FEB 9 11 10 AM '90

FEDERAL AVIATION
ADMINISTRATIONDo Not Write In This Block
FOR FAA USE ONLYFAA REGISTRA-
TION NUMBERAIRCRAFT
SERIAL NUMBER

AIRCRAFT MFR. (BUILDER) and MODEL

49151

15283432

Cessna 152

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

SEE RECORDS

CONVEYANCE

NUMBER N 86531
FICHE # 1 PAGE # 20-1

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 3-28-88 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REG-
ISTRY ON 4-29-88 AS CONVEYANCE NUMBER N 86531 Marj Hearn

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: 1-22-90Harrisburg National Bank
(Name of security holder)SIGNATURE (in ink) John EmeryTITLE SV. Vice President

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

ACKNOWLEDGEMENT (If Required By
Applicable Local Law):

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

U.S. GOVERNMENT PRINTING OFFICE: 1983-675-960/14

22

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
FEB 2 10 11 AM '90
OKLAHOMA CITY, OKLA

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

THIS FORM SERVES TWO PURPOSES

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

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

*Sign, William Bruce
Sign, Gary DBA
Sign, Air Service*

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

*Harvard National Bank
P.O. Box 507
Harvard, IL 62946*

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

W-30083

CONVEYANCE
RECORDED

FEB 9 11 10 AM '90

FEDERAL AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER

49151

AIRCRAFT SERIAL NUMBER

15283432

AIRCRAFT MFR. (BUILDER) and MODEL

Cessna 152

SEE RECORDED
CONVEYANCE

NUMBER *128363*

FICHE # *1* PAGE # *12*

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED *2-26-83* COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON *3-22-88* AS CONVEYANCE NUMBER *128363*

B. Bennett
FAA CONVEYANCE EXAMINER

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

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

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

ACKNOWLEDGEMENT (If Required By
Applicable Local Law):

DATE OF RELEASE: *1-22-90*

Harvard National Bank
(Name of security holder)

SIGNATURE (in ink)

John E. Grey

TITLE *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).

FAA AIRCRAFT REGISTRY

CAMERA NO. 3 N DATE: 2 - 22 - 90

21

CONV. LARGE 1160 WITH
FAA AIRCRAFT REGISTRY
FEB 2 10 11 AM '90
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 5-24-88

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

00000002665
P.O. Box 25504
Oklahoma City, Oklahoma 73125

AIRCRAFT SECURITY AGREEMENT

20-1
N 86531

CONVEYANCE
RECORDED

Apr 29 3 15 PM '88

FEDERAL AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

NAME & ADDRESS OF DEBTOR

Lyon, William Bruce
Lyon, Geri
DBA Lyon Air Service
Rt. #1
Raleigh, IL 62977

NAME & ADDRESS OF SECURED PARTY/ASSIGNEE

The Harrisburg National Bank
P.O. Box 507
Harrisburg, IL 62946

NAME OF SECURED PARTY'S ASSIGNOR

Date: March 28, 1988

Complete description of collateral being mortgaged:

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

1979 Cessna 152 N49151 Serial #15283432

ENGINES (manufacturer, model, and serial number):

PROPELLERS (manufacturer, model, and serial number):

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

10:43 AM 3875

5.00 REC
0 255 A 04/19/88

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

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

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

Note bearing date March 28, 1988, executed by the debtor and payable to the order of Harrisburg National Bank, in the aggregate sum of \$16,000.00 with interest thereon at the rate of 10.5 per centum per annum, from date, payable in installments as follows: The principal and interest of said note is payable in 48 installments of \$409.66 each on the 30th day of each successive month beginning with the 30th day of April, 1988. The last payment of \$ is due on the 30th day of March, 1992.

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

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

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

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

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

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

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

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

William Bruce Lyon, Geri Lyon
DBA Lyon Air Service

NAME OF DEBTOR

SIGNATURE(S) (IN INK)

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

ACKNOWLEDGMENT:

(If required by applicable local law):

TITLE Co-Owners

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

ASSIGNMENT BY SECURED PARTY

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

Dated this day of 19.....

NAME OF SECURED PARTY (ASSIGNOR)

SIGNATURE(S) (IN INK)

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

ACKNOWLEDGMENT:

(If required by applicable local law)

TITLE

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

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

SEND, WITH APPROPRIATE FEE, TO: FAA AIRCRAFT REGISTRY

P.O. BOX 25504

Oklahoma City, Oklahoma 73125

DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

FAA AIRCRAFT REGISTRY 0493

P.O. Box 25504

Oklahoma City, Oklahoma 73125

AIRCRAFT SECURITY AGREEMENT

19-1
T 28363CONVEYANCE
RECORDED

MAR 22 10 13 AM '88

FEDERAL AVIATION
ADMINISTRATIONDo Not Write In This Block
FOR FAA USE ONLY

NAME & ADDRESS OF DEBTOR

Lyon, William Bruce and Geri

DBA Lyon Air Service

RT. #1

Raleigh, IL 62977

NAME & ADDRESS OF SECURED PARTY/ASSIGNEE

The Harrisburg National Bank

P.O. Box 507

Harrisburg, IL 62946

NAME OF SECURED PARTY'S ASSIGNOR

Date: February 26, 1988

Complete description of collateral being mortgaged:

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

1979 Cessna 152-N49151

ENGINES (manufacturer, model, and serial number):

PROPELLERS (manufacturer, model, and serial number):

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

9:52 AM 2398

5.00 REC
0 255 A 03/10/88

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

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

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

Note bearing date February 26, 1988, executed by the debtor and payable to the order of Harrisburg National Bank in the aggregate sum of \$16,000.00 with interest thereon at the rate of 10.5 per centum per annum, from date, payable in installments as follows: The principal and interest of said note is payable in installments of \$16,000.00 each on the day of each successive month beginning with the day of , 1988. The last payment of \$ is due on the 28 day of March, 1988.

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

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

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

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

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

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

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

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

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

William Bruce Lyon, Geri Lyon

NAME OF DEBTOR DBA LYON AIR SERVICE

SIGNATURE(S) (IN INK)

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

ACKNOWLEDGMENT:

(If required by applicable local law):

TITLE

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

ASSIGNMENT BY SECURED PARTY

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

Dated this.....day of....., 19.....

NAME OF SECURED PARTY (ASSIGNOR)

SIGNATURE(S) (IN INK)

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

ACKNOWLEDGMENT:

(If required by applicable local law)

TITLE

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

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

SEND, WITH APPROPRIATE FEE, TO:

FAA AIRCRAFT REGISTRY

P. O. BOX 25504

Oklahoma City, Oklahoma 73125

AC Form 8050-98 (3-78) Replaces FAA Form 905 (0052-00-036-4001)

OKLAHOMA
MAR 10 2 05 PM '88
FILED WITH FAA
CONVEYANCE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION (FAA) AIRCRAFT REGISTRY APPLICATION		0 0 4 9 2	18-1
UNITED STATES REGISTRATION NUMBER N 49151		CERT. ISSUE DATE	
AIRCRAFT MANUFACTURER & MODEL Cessna 152		1 MAR 22 '88	
AIRCRAFT SERIAL No. 15283432		FOR FAA USE ONLY	
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.) Lyon William B. and Geri L. DBA LYON AIR SERVICE			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: Rural Route: R.R. #1 P.O. Box: 172 CITY: Raleigh STATE: Illinois ZIP CODE: 62977			
<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>William B. Lyon</i>	co-owner	3/3/88
	SIGNATURE	TITLE	DATE
	<i>Geri L. Lyon</i>	co-owner	3/3/88
	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.			

CAMERA NO. 3N DATE: 4-13-88

18.

CERTIFICATE OF REGISTRATION FOR FAA USE ONLY T MAR 2 1988 CERT. ISSUE DATE		TYPE OF REGISTRATION (check one) 1. Partnership 2. Corporation 3. Other (specify) _____	
NAME OF AIRCRAFT AIRCRAFT REGISTRATION		TYPE OF AIRCRAFT 1. Single-engine 2. Multi-engine	
OWNER'S NAME WILLIAM B. AND HELEN B.		ADDRESS FOR MAIL DELIVERY (if different from above, give full name, first name, and address for mail delivery)	
CITY AND STATE OKLAHOMA CITY, OKLAHOMA		ZIP CODE 73102	
REGISTRATION NUMBER 32388		EXPIRATION DATE 3/23/88	
SIGNATURE OF OWNER WILLIAM B.		SIGNATURE OF REGISTRAR [Signature]	
DATE OF REGISTRATION MAR 10 2 05 PM '88		LOCATION OF REGISTRATION OKLAHOMA CITY, OKLAHOMA	

I, the undersigned, being the owner of the aircraft, hereby certify that the information furnished herein is true and correct, and that the aircraft is in compliance with the Federal Aviation Regulations.

SIGNED: _____
 WILLIAM B. AND HELEN B.

SIGNED: _____
 REGISTRAR

FILED WITH FAA
 CONVEYANCE
 AIRCRAFT REGISTRATION

FORM APPROVED
OMB NO. 64-80078DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY.

17-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE 00000491

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

AIRCRAFT MAKE AND MODEL

Cessna 152

MANUFACTURER'S SERIAL NUMBER

152-83432

NATIONALITY & REGISTRATION MARKS

N-49151

DOES THIS 3rd DAY OF March 1988

HEREBY SELL, GRANT, TRANSFER AND

DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE

RECORDED

MAR 22 10 05 AM '88

PURCHASER

NAME AND ADDRESS

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

Lyon William B. and Geri L.
R.R. #1 DBA LYON AIR SERVICE
Raleigh, Ill. 62977FEDERAL AVIATION
ADMINISTRATIONAND 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 3 DAY OF 3 19 88

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	James W. Sullivan	<i>[Signature]</i>	owner
		<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

9:52 AM 2398

0 255 5.00 REG
A 03/10/88

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

CAMERA NO. 3N DATE: 4-12-88

[illegible]

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION		16-1 CERT. ISSUE DATE	
UNITED STATES REGISTRATION NUMBER N 49151		J 072883	
AIRCRAFT MANUFACTURER & MODEL Cessna 152 (1979)		FOR FAA USE ONLY	
AIRCRAFT SERIAL No. 15283432			
TYPE OF REGISTRATION (Check one box) <input checked="" type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) James W. Sumrall, Jr.			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: Rural Route: P.O. Box: 658, Lake Serene			
CITY Hattiesburg	STATE MS	ZIP CODE 39401	
<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 <i>James W. Sumrall</i>	TITLE Owner	DATE 12/17/82
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

FAA AIRCRAFT REGISTRY
CAMERA NO. 5 DATE: 3-18-85

16

DEC 29 10 31 AM '82
FAA AIRCRAFT REGISTRY
WASHINGTON, D.C.

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION		FORM APPROVED: OMB NO. 34-00076		DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY	
000000173					
AIRCRAFT BILL OF SALE					
FOR AND IN CONSIDERATION OF \$ 10.00 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:					
AIRCRAFT MAKE AND MODEL Cessna 152 (1979)					
MANUFACTURER'S SERIAL NUMBER 15283432					
NATIONALITY & REGISTRATION MARKS N49151					
DOES THIS 17th DAY OF December, 82					
HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:					
PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)				
	James W. Sumrall, Jr. P. O. Box 658, Lake Serene Hattiesburg, MS 39401				
AND TO ITS EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.					
IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19					
SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)		
	First Mississippi National Bank	<i>[Signature]</i>	Senior Vice President		
			<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 (4-71) (0052-629-0002)					

10:27 PM 5722

5.00 REG

255 A 12/28/82

J 2 2 0 0 7

0 0 0 0 0 1 3 2 4
CONVEYANCE
RECORDED

STATE OF MISSISSIPPI
COUNTY OF FORREST

JUL 28 7 25 AM '83
FEDERAL AVIATION
ADMINISTRATION

VOLUNTARY SURRENDER OF COLLATERAL

The undersigned EXECUTIVE AVIATION, INC., a Mississippi corporation, acting herein by its duly authorized President, and being the Debtor under those certain Security Agreements dated June 16, 1981, and October 16, 1981, respectively, in favor of First Mississippi National Bank, as Secured Party, covering the following described personal property, does hereby acknowledge that it is delinquent and in default in the payment of the indebtednesses secured by said security agreements and in the performance of the other terms and conditions thereof. The execution and delivery of said security agreements constituted and created a first lien or security interest in favor of First Mississippi National Bank in and to said personal property.

In order to avoid the time, expense and public involvement in legal proceedings concerning the rights of possession of said personal property and being fully aware of its constitutional rights to a hearing prior to the seizure of the personal property by secured party under said security agreements, the undersigned hereby specifically waives a hearing in the matter of possession of said personal property and it does hereby voluntarily surrender, release and deliver unto FIRST MISSISSIPPI NATIONAL BANK, the following described personal property and collateral, to-wit:

- (a) One (1) Cessna 152 Aircraft, bearing U.S. FAA Registration No. N49151, and bearing Aircraft Serial No. 15283432;
- (b) One (1) Cessna 172M Aircraft, bearing U.S. FAA Registration No. N509R, and bearing Aircraft Serial No. 17266894.

5-12-83 #2289

14-6

14-5

000001325

The undersigned Gerald M. Robertson, the majority shareholder of Executive Aviation, Inc., and the personal guarantor of the indebtedness owed by Executive Aviation, Inc. in favor of First Mississippi National Bank, joins in this Voluntary Surrender Of Collateral for the purpose of expressly agreeing and consenting thereto and for the purpose of releasing and conveying to First Mississippi National Bank any interest that he might have in and to said collateral.

Both of the undersigned hereby expressly waive the requirement of First Mississippi National Bank giving prior notice, either written or oral, of the time and place of any public sale, private sale, or other intended disposition of subject collateral; and both of the undersigned hereby expressly consent and agree that First Mississippi National Bank may sell said collateral at either a public or private sale at such time and place, at as many sales, either item by item or by lots or in bulk, on such terms and conditions and for such consideration as First Mississippi National Bank may deem appropriate, or to make such other disposition of said collateral as First Mississippi National Bank, in the exercise of its sole discretion, may determine and elect.

Both of the undersigned hereby represent, acknowledge and agree that the amount of the indebtedness owed First Mississippi National Bank, and secured by the above identified security agreements, exceeds or is not less than the value of the collateral voluntarily surrendered hereby, after such collateral has been disposed of in a reasonable commercial manner.

~~The undersigned further recognize, acknowledge and agree that by the execution and delivery of this Voluntary Surrender of Collateral that First Mississippi National Bank in no way assumes any responsibility or liability of the undersigned and~~

Deleted
GMR

35 51 0000

Both of the undersigned hereby solemnly swear that the foregoing statement of facts is true and correct to the best of their knowledge and belief, and that they have not received any consideration for the same.

[illegible]

12. The following information was obtained from the records of the State of New York, Department of Social Services, Division of Child Welfare, Office of the State Director of Child Welfare, Albany, New York, dated 1/10/68:

14-3

000001326

~~in no way is First Mississippi National Bank responsible for~~
~~any of the respective debts or liabilities of the undersigned~~
~~to other parties.~~

*Deleted
Card*

WITNESS the signatures of the undersigned on this 19th day of
November, A.D., 1982.

EXECUTIVE AVIATION, INC.

By *Gerald M. Robertson*
Gerald M. Robertson, President

Gerald M. Robertson
GERALD M. ROBERTSON, Individually

14-2

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAY 11 4 19 PM '83
OKLAHOMA CITY
OKLAHOMA

14-1
UNITED STATES BANKRUPTCY COURT 1 3 2 3
SOUTHERN DISTRICT OF MISSISSIPPI
HATTIESBURG DIVISION

IN THE MATTER OF

IN BANKRUPTCY NO:

EXECUTIVE AVIATION, INC.
A Mississippi corporation

82 3092HC

TRUSTEE'S ABANDONMENT

J. C. BELL, Trustee in the above styled and numbered cause, finds that the following described property is secured by the secured creditor named herein and that said property has liens in excess of the value thereof, and that said property is burdensome to the estate and should be abandoned, said property being described as follows, to-wit:

CREDITOR: FIRST MISSISSIPPI NATIONAL BANK

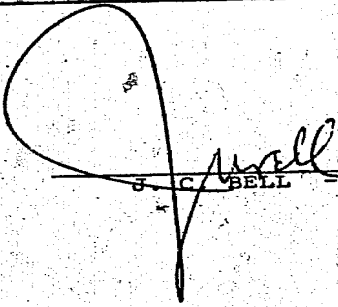
PROPERTY: One (1) Cessna 172M aircraft,
FAA #: N509R, Serial #: 17266894

and

One (1) 1979 Cessna 152,
FAA#: N49151, Serial #: 15283432

THEREFORE, Trustee hereby abandons said property as having no equity for the benefit of the estate, and that upon sale of the above secured property the secured creditor herein shall pay to the Trustee of said estate that amount received over and above the amount of the indebtedness owed on the above secured property..

DATED this the 9th day of November, 1982


J. C. BELL - TRUSTEE

14

OKLAHOMA CITY
MA 11 4 11 PM
FILED
AIRCRAFT REGISTRY
OKLAHOMA

000000017

708-592-13-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

P 58746

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

Executive Aviation Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

*First Mississippi National Bank
P.O. Drawer 1231
Hattiesburg, MS 39401*

Attn: S. Larnway Jr.

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE
RECORDED

FEB 22 2 21 PM '83

FEDERAL AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
49151	15283432	Cessna 152
ENGINE MFR. and MODEL		ENGINE SERIAL NUMBER(S)
PROPELLER MFR. and MODEL		PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 6-16-81 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 8-13-81 AS CONVEYANCE NUMBER L17155

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.

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

DATE OF RELEASE: December 17, 1982

FIRST MISSISSIPPI NATIONAL BANK

(Name of security holder)

SIGNATURE (in ink)

TITLE Senior Vice President

(A person signing for a corporation must be a corporate officer, 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).

13

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OKLAHOMA
OKLAHOMA CITY
DEC 29 10 31 AM '82
FAA AIRCRAFT REGISTRY

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12-1

FORM No. 2

SECURITY AGREEMENT

Consumer Goods — Equipment — Farm Equipment
Motor Vehicles except when Inventory

SEE RECORDED
CONVEYANCE
NUMBER 258744
PAGE #
FICHE # 322007

EXECUTIVE AVIATION, INC.

(Name)

Rt. 11 Box 57

(Street Address)

Hattiesburg

(City)

Forrest

(County)

(hereinafter called "Debtor") a (an) Corporation, said
(Corporation—Partnership—Individual)

address being Debtor's place of business, hereby grants to
(Place of Business—Residence)

First Mississippi National Bank, Hattiesburg, Mississippi

(hereinafter called "Bank") a security interest in the following goods:

One (1) 1979 Cessna 152, Registration No. N49151, Serial Number 15283432

together with all equipment, parts, accessories, attachments and replacements thereof and additions thereto, and all other goods of the same class whether now owned or hereafter acquired by Debtor, and the proceeds thereof (hereinafter collectively called "Collateral"), to secure (1) payment of a note dated June 16, 1981 executed and delivered by Debtor to Bank in the sum of \$ 14,500.00, payable as to principal and interest as therein provided; (2) further advances to be evidenced by like note or notes which may be made by Bank to Debtor; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set forth.

DEBTOR REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

1. The Collateral will be used by Debtor primarily
 - ☐ for personal, family or household purposes.
 - ☐ in farming or ranching operations.
 - ☒ in business, and that all of Debtor's places of business are in the County above set forth except

as fixtures, attached or to be attached to real estate owned or leased by
and described as follows:

2. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this

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Repaying with BK

agreement, together with interest thereon at the rate stipulated in the note or notes from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.

3. Debtor will promptly notify Bank, in writing, of any new place or places of business if the Collateral is used in business, or of any change in Debtor's residence if the Collateral is used in business, and regardless of use, of any change in the location of the Collateral.

4. Debtor is the owner of the Collateral free and clear of all liens and security interests, or the Collateral is being acquired by Debtor with the proceeds of the note described above and Bank is authorized to disburse the proceeds of said loan directly to the seller of the Collateral as shown on Bank's records. Debtor will defend the Collateral against the claims and demands of all persons.

5. Unless Debtor has represented above that the Collateral is attached or will be attached to realty as a fixture and the real property is described herein, Debtor will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate. Neither will Debtor allow the Collateral to become an accession to other goods without the Bank's approval.

6. Debtor will pay the Bank all amounts secured hereby as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, or when Bank deems itself insecure for any reason, and will perform all terms of said indebtedness and this or any other security or loan agreement between Debtor and Bank, and will discharge all said liabilities.

7. Debtor will at all times keep the Collateral insured against all insurable hazards in amounts equal to the full cash value of the Collateral. Such insurance shall be in such companies as may be acceptable to Bank, with provisions satisfactory to Bank for payment of all losses thereunder to Bank as its interest may appear, and, if required, to deposit the policies with Bank. Any money received by Bank under said policies may be applied to the payment of any indebtedness secured hereby, whether or not due and payable, or at Bank's option may be delivered by Bank to Debtor for the purpose of repairing or restoring the Collateral. Debtor assigns to Bank all right to receive proceeds of insurance not exceeding the amounts secured hereby, directs any insurer to pay all proceeds directly to Bank, and Bank is appointed Debtor's Attorney in Fact to endorse any draft or check made payable to Debtor in order to collect the benefits of such insurance. If Debtor fails to keep the Collateral insured as required by Bank, Bank shall have the right to obtain such insurance at Debtor's expense and add the cost thereof to the other amounts secured hereby.

8. Debtor will keep the Collateral in good condition and repair and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of same, and will not permit anything to be done that may impair the value of any of the Collateral. If Debtor fails to pay such sums, Bank may do so for Debtor's account and add the amount thereof to the other amounts secured hereby.

9. Debtor will pay all costs of filing financing, continuation and termination statements with respect to the security interest created hereby and Bank is authorized to do all things which it deems necessary to perfect and continue perfected the security interest created hereby and to protect the Collateral.

10. Debtor will not permit any of the Collateral to be removed from the location specified herein, except for temporary periods in the normal and customary use thereof, without the prior written consent of Bank, and will permit Bank to inspect the Collateral at any time.

11. Debtor will not sell, exchange, lease or otherwise dispose of any of the Collateral without the prior written consent of Bank; permit any liens or security interests to attach to any of the Collateral except that created by this agreement; permit any of the Collateral to be levied upon under any legal process; or permit anything to be done that may impair the security intended to be afforded by this agreement. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.

12. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other security agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default in any of the terms hereof, or the terms of any indebtedness secured hereby, or until Bank deems itself insecure, Debtor shall be entitled to possession of the Collateral and to use the same in any lawful manner, provided that such use does not cause excessive wear and tear to the Collateral, cause it to decline in value at an excessive rate, or violate the terms of any policy of insurance thereon.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor, and Bank may proceed to enforce payment of same and to exercise any or all rights and remedies provided by the Uniform Commercial Code of Mississippi or other applicable law, as well as all other rights and remedies possessed by Bank, all of which shall be cumulative. Whenever Debtor is in default hereunder, and upon demand by Bank, Debtor shall assemble the Collateral and make it available to Bank at a place reasonably convenient to Bank and Debtor. Any notice of sale, lease or other intended disposition of the Collateral by Bank sent to Debtor at the address specified above, or at such other address of Debtor as may be shown on Bank's records, at least five (5) days prior to such action, shall constitute reasonable notice to Debtor.

Bank may waive any default before or after the same has been declared without impairing its right to declare a subsequent default hereunder, this right being a continuing one.

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Bank belonging to any of the parties liable hereon to Bank, and any deposits, balance of deposits or other sums at any time credited by or due from said Bank to any of said parties, may at all times, at the option of Bank, be held and treated as collateral security for the payment of notes, executed pursuant to this agreement, whether due or not due, or any other liability of the said parties, and Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against Bank.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several.

IN WITNESS WHEREOF, this agreement has been executed this 16th day of June, 1981

FIRST MISSISSIPPI NATIONAL BANK
Bank

By H.P. Garraway, Sr.
H.P. Garraway, Sr. Vice President

EXECUTIVE AVIATION, INC.
Debtor

By Gerald Robertson
Gerald Robertson, President

NOTE: Bank must also execute this security agreement if it is to be filed instead of a financing statement.

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION			
AIRCRAFT REGISTRATION APPLICATION			
TYPE OF REGISTRATION (Check one box)		CERT. ISSUE DATE	
<input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.		0 0 0 0 0 0 0 1 9	
UNITED STATES REGISTRATION NUMBER		N 49151	
AIRCRAFT MANUFACTURER & MODEL		1979 Cessna 152	
AIRCRAFT SERIAL No.		15283432	
FOR FAA USE ONLY			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)			
Executive Aviation, Inc. Rt. 11 Box 57 Hattiesburg, MS 39401			
ADDRESS (Permanent mailing address for first applicant listed.)			
Number and street: _____ P. O. Box: _____			
Rural Route: _____			
<input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE	CITY	STATE	ZIP CODE
(No fee required for revised Certificate of Registration)			
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION			
I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	President	6/16/81
	SIGNATURE	TITLE	DATE
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

FAA AIRCRAFT REGISTRY
CAMERA NO. 5

DATE: 3-18-85

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUL 8 2 52 PM '81
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 5 DATE: 3-18-85

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$14,500.00
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER N49151
AIRCRAFT MANUFACTURER & MODEL
1979 Cessna 152
AIRCRAFT SERIAL No.
15283432

DOES THIS 16th DAY OF June
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.)

Executive Aviation, Inc.
Rt. 11 Box 57
Hattiesburg, MS 39401

PURCHASER

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)
	Anapais K. Harrison	<i>Anapais K. Harrison</i>	owner

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

0965 255 5.00 1 07/08/81

ORIGINAL: TO FAA

AC FORM 8080-2 (8-76) (2082-219-0002)

FORM APPROVED
OMB NO. 34-0076

AUG 13 9 35 AM '81

CONVEYANCE
RECORDED

Do Not Write In This Block
FOR FAA USE ONLY

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L17154

FAA AIRCRAFT REGISTRY

CAMERA NO. 5 DATE: 3-18-85

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CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUL 8 2 52 PM '81
OKLAHOMA CITY
OKLAHOMA

DATE: 3-18-85

000000022

9-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED:
OMB No. 04-R0169

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

Anapais K. Harrison

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

First Mississippi National Bank

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

ADMINISTRATION

FEDERAL
AVIATION

AUG 13 9 34 AM '81

CONVEYANCE
RECORDED

L17153

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER N49151	AIRCRAFT SERIAL NUMBER 152 83432	AIRCRAFT MFR. (BUILDER) and MODEL 1979 Cessna Model 152
-----------------------------------	-------------------------------------	--

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 1-28-80 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON _____ AS CONVEYANCE NUMBER _____

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.

ACKNOWLEDGEMENT (If Required By Applicable Local Law);

DATE OF RELEASE: 6-17-81
First Mississippi National Bank
(Name of security holder)
SIGNATURE (in ink) [Signature]
TITLE Senior 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).

00000000

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711123

APR 13 6 04 AM '81

CONVANCE
TO WITH FAA
AIRCRAFT REGISTRY
JUL 4 2 52 PM '81
OKLAHOMA CITY
OKLAHOMA

DATE: 3-18-85

8-1

~~SEE RECORD~~
CONVEYANCE

NUMBER 617153

FORM No. 2

000001039

SECURITY AGREEMENT

Consumer Goods — Equipment — Farm Equipment
Motor Vehicles except when Inventory

ANAPAIK K. HARRISON

(Name)

Route 3, Box 229B Purvis Lamar Mississippi
(Street Address) (City) (County) (State)

(hereinafter called "Debtor") a (an) individual, said
(Corporation—Partnership—Individual)

address being Debtor's place of residence, hereby grants to
(Place of Business—Residence)

FIRST MISSISSIPPI NATIONAL BANK, Hattiesburg, Mississippi
(hereinafter called "Bank") a security interest in the following goods:

One (1) 1979 Cessna 152, Registration No. N49151, Serial No. 15283432.

~~SEE RECORD~~
CONVEYANCE

NUMBER

together with all equipment, parts, accessories, attachments and replacements thereof and additions thereto, and all other goods of the same class whether now owned or hereafter acquired by Debtor, and the proceeds thereof (hereinafter collectively called "Collateral"), to secure (1) payment of a note dated 1-28-80, executed and delivered by Debtor to Bank in the sum of \$ 21,892.80, payable as to principal and interest as therein provided; (2) further advances to be evidenced by like note or notes which may be made by Bank to Debtor; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set forth.

DEBTOR REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

1. The Collateral will be used by Debtor primarily

XX for personal, family or household purposes.

_____ in farming or ranching operations.

_____ in business, and that all of Debtor's places of business are in the County above set forth except

_____ as fixtures, attached or to be attached to real estate owned or leased by _____
and described as follows:

2. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this

agreement, together with interest thereon at the rate stipulated in the note or notes from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.

3. Debtor will promptly notify Bank, in writing, of any new place or places of business if the Collateral is used in business, or of any change in Debtor's residence if the Collateral is not used in business, and regardless of use, of any change in the location of the Collateral.

4. Debtor is the owner of the Collateral free and clear of all liens and security interests, or the Collateral is being acquired by Debtor with the proceeds of the note described above and Bank is authorized to disburse the proceeds of said loan directly to the seller of the Collateral as shown on Bank's records. Bank will defend the Collateral against the claims and demands of all persons.

5. Unless Debtor has represented above that the Collateral is attached or will be attached to realty as a fixture and the real property is described herein, Debtor will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate. Neither will Debtor allow the Collateral to become an accession to other goods without the Bank's approval.

6. Debtor will pay the Bank all amounts secured hereby as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, or when Bank deems itself insecure for any reason, and will perform all terms of said indebtedness and this or any other security or loan agreement between Debtor and Bank, and will discharge all said liabilities.

7. Debtor will at all times keep the Collateral insured against all insurable hazards in amounts equal to the full cash value of the Collateral. Such insurance shall be in such companies as may be acceptable to Bank, with provisions satisfactory to Bank for payment of all losses thereunder to Bank as its interest may appear, and, if required, to deposit the policies with Bank. Any money received by Bank under said policies may be applied to the payment of any indebtedness secured hereby, whether or not due and payable, or at Bank's option may be delivered by Bank to Debtor for the purpose of repairing or restoring the Collateral. Debtor assigns to Bank all right to receive proceeds of insurance not exceeding the amounts secured hereby, directs any insurer to pay all proceeds directly to Bank, and Bank is appointed Debtor's Attorney in Fact to endorse any draft or check made payable to Debtor in order to collect the benefits of such insurance. If Debtor fails to keep the Collateral insured as required by Bank, Bank shall have the right to obtain such insurance at Debtor's expense and add the cost thereof to the other amounts secured hereby.

8. Debtor will keep the Collateral in good condition and repair and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of same, and will not permit anything to be done that may impair the value of any of the Collateral. If Debtor fails to pay such sums, Bank may do so for Debtor's account and add the amount thereof to the other amounts secured hereby.

9. Debtor will pay all costs of filing financing, continuation and termination statements with respect to the security interest created hereby and Bank is authorized to do all things which it deems necessary to perfect and continue perfected the security interest created hereby and to protect the Collateral.

10. Debtor will not permit any of the Collateral to be removed from the location specified herein, except for temporary periods in the normal and customary use thereof, without the prior written consent of Bank, and will permit Bank to inspect the Collateral at any time.

11. Debtor will not sell, exchange, lease or otherwise dispose of any of the Collateral without the prior written consent of Bank; permit any liens or security interests to attach to any of the Collateral except that created by this agreement; permit any of the Collateral to be levied upon under any legal process; or permit anything to be done that may impair the security intended to be afforded by this agreement. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.

12. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other security agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default in any of the terms hereof, or the terms of any indebtedness secured hereby, or until Bank deems itself insecure, Debtor shall be entitled to possession of the Collateral and to use the same in any lawful manner, provided that such use does not cause excessive wear and tear to the Collateral, cause it to decline in value at an excessive rate, or violate the terms of any policy of insurance thereon.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor, and Bank may proceed to enforce payment of same and to exercise any or all rights and remedies provided by the Uniform Commercial Code of Mississippi or other applicable law, as well as all other rights and remedies possessed by Bank, all of which shall be cumulative. Whenever Debtor is in default hereunder, and upon demand by Bank, Debtor shall assemble the Collateral and make it available to Bank at a place reasonably convenient to Bank and Debtor. Any notice of sale, lease or other intended disposition of the Collateral by Bank sent to Debtor at the address specified above, or at such other address of Debtor as may be shown on Bank's records, at least five (5) days prior to such action, shall constitute reasonable notice to Debtor.

Bank may waive any default before or after the same has been declared without impairing its right to declare a subsequent default hereunder, this right being a continuing one.

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Bank belonging to any of the parties liable hereon to Bank, and any deposits, balance of deposits or other sums at any time credited by or due from said Bank to any of said parties, may at all times, at the option of Bank, be held and treated as collateral security for the payment of notes, executed pursuant to this agreement, whether due or not due, or any other liability of the said parties, and Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against Bank.

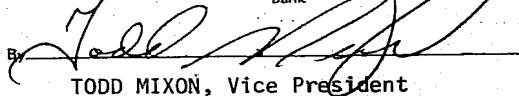
If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several.

IN WITNESS WHEREOF, this agreement has been executed this 28th day of January, 1980

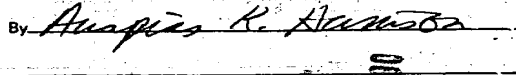
FIRST MISSISSIPPI NATIONAL BANK

Bank


TODD MIXON, Vice President

ANAPATIS K. HARRISON

Debtor

By 

NOTE: Bank must also execute this security agreement if it is to be filed instead of a financing statement.

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION			
TYPE OF REGISTRATION (Check one box): <input checked="" type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Owner <input type="checkbox"/> 5. Pilot		CERT. ISSUE DATE 1 0 3 8 A 0 8 1 4 8 0	
NATIONALITY AND REGISTRATION MARKS N49151			
AIRCRAFT MAKE AND MODEL 1979 Cessna 152			
AIRCRAFT SERIAL No. 15283432		FOR FAA USE ONLY	
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Harrison, Anapais K. Rt. 3 Box 22 B Purvis, Ms. 39475			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: Rural Route: Rt. 3 Box 22 B P. O. Box: <input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE CITY Purvis STATE Ms ZIP CODE 39475 (No fee required for revised Certificate of Registration)			
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
EACH PART OF THIS APPLICATION MUST BE SIGNED BY:	SIGNATURE <i>Anapais K. Harrison</i>	TITLE	DATE 1-23-80
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

FAA AIRCRAFT REGISTRY

CAMERA NO. 5 DATE: 3-18-85

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
FEB 25 11 01 AM '80
OKLAHOMA CITY
OKLAHOMA

FORM APPROVED OMB NO. 04-00074		DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY	
UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION			
AIRCRAFT BILL OF SALE			
FOR AND IN CONSIDERATION OF \$1720.00 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:			
AIRCRAFT MAKE AND MODEL 1979 Cessna 152			
MANUFACTURER'S SERIAL NUMBER 15283432			
NATIONALITY & REGISTRATION MARKS N49151			
DOES THIS 23 DAY OF Jan. 1980 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:			
PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.) Harrison, Annapais K. Rt. 3 Box 22 B. Purvis, Ms. 39475		
	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 BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	Gow Palace Inc. dba	<i>Charles H. Long</i>	Ples.
	McComb Flying Service		
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 8037-2 (1-77) (P002-629-0002)			

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OKLAHOMA
FEB 25 11 01 AM '80

McDonnell Douglas
Service

DATE: 3-18-85

5-1

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

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

RELEASE

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

AIRCRAFT MAKE AND MODEL

Cessna 152

FAA REGISTRATION NUMBER

N49151

ENGINE MAKE AND MODEL

AIRCRAFT SERIAL NUMBER

152-83432

ENGINE SERIAL NUMBER

PROPELLER MAKE

PROPELLER SERIAL NUMBER(S)

SPARE PARTS AND LOCATION

000001040

CONVEYANCE
RECORDED
MAR 14 2 17 PM '80
FEDERAL AVIATION
ADMINISTRATION

A02115

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE

2E

KE

The conveyance dated 12-20-79, was executed by Cow Palace, Inc. dba/

McComb Flying Service to CESSNA FINANCE CORPORATION

and assigned to

XXX

XXX

This conveyance was recorded by the Federal Aviation Administration on 1-28-80

and was assigned conveyance number M174648

I hereby certify and acknowledge that the above described collateral was released from the terms of

the conveyance on February 6, 1980

CESSNA FINANCE CORPORATION

(Name of Security Holder)

SIGNATURE (In Ink)

TITLE

Secretary Treasurer

ACKNOWLEDGMENT (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 Parts 47 and 49).

FAA AIRCRAFT REGISTRY
CAMERA NO. 5 DATE: 3-18-85

405112

RECEIVED
FEB 19 1985

MAIL STATION

OKLAHOMA

CONVAYANCE
FILED WITH
AIRCRAFT
FEB 27 11 01 AM '85
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY

CAMERA NO. 5

DATE: 3-18-85

000000724

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATIONOMB 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

Coss Finance Inc. dba
M. Conih Flying Service

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Cessna Finance Corp

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE
RECORDED
MAR 14 2 17 PM '80
FEDERAL AVIATION
ADMINISTRATION

A02114

Do Not Write In This Block
FOR FAA USE ONLYFAA REGISTRA-
TION NUMBERAIRCRAFT
SERIAL NUMBER

AIRCRAFT MFR. (BUILDER) and MODEL

N49151 152 83432

Cessna 152 II

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 12/20/79 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REG-
ISTRY ON 1/28/80 AS CONVEYANCE NUMBER M 174648

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, TRANS-
FERRED, 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 Reg-
istry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.ACKNOWLEDGEMENT (If Required By
Applicable Local Law):

DATE OF RELEASE: FEB 18 1980

Cessna Finance Corporation

(Name of security holder)

SIGNATURE (in ink)

TITLE

Assistant Secretary

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

FAA AIRCRAFT REGISTRY

CAMERA NO. 5 DATE: 3-18-85

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CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
FEB 23 9 19 AM '85
OKLAHOMA CITY
OKLAHOMA
COMMERCIAL AIRCRAFT REGISTRY
FEB 19 1985

NOTE AND CHATTEL MORTGAGE

DECEMBER 20, 1979

644845

3-1

(Dollars)
\$ 15,302.40 Principal
\$ 9,218.58 Total Amount of Interest
17.75 % per annum to
DECEMBER 20, 1980
(Original Interest Rate)
18.75 % per annum to
DECEMBER 20, 1985
(Revised Interest Rate)
\$ 24,520.98 Total Amount Due

Installment Payment Schedule:
SIXTY-SIX (66) consecutive
monthly instalments of \$ 371.53
each commencing on JULY 20, 1980
and on the same day of each subsequent month until this Note and Chattel
Mortgage is paid in full.

* (Computations assume that all payments are made on the due dates
without adjustment for variances in the Prime Rate. Late payments
continue to accrue interest at the Original and/or Revised Rate as
applicable and with all applicable adjustments due to variances in the
Prime Rate. Instalments include a Principal Payment and Interest on
the unpaid Principal at the Original and/or Revised Rate as applicable.
Final instalments may be adjusted to reflect variances in the Prime
Rate.)

Aircraft
1979 Year
CESSNA Make
2 Model
N49151 Registration
152-83432 Serial No.

Optional equipment now installed:
AS PER DISTRIBUTOR INVOICE, COPY OF
WHICH WILL BE FURNISHED BY MORTGAGEE
UPON REQUEST OF ANY INTERESTED PARTY

Aircraft base:
PIKE COUNTY A/P
MCCOMB MS

FOR VALUE RECEIVED, the undersigned Borrower, (if more than one,
such term when used herein shall refer to them individually and collectively)
promises to pay to the order of CESSNA FINANCE CORPORATION
("CFC") at 3900 East MacArthur Road, Wichita, Kansas 67201 (P.O. Box
308) the Total Amount Due on the dates and in the amounts shown on the
Installment Payment Schedule. This Note and Chattel Mortgage shall
not bear interest if the Principal is paid in full on or before
JUNE 20, 1980

Should the herein described Aircraft
be put into a flight status before
(which shall only be with prior written notice to CFC), then Borrower
promises to make consecutive monthly payments on the 20th day of
each month up to and including JULY 20, 1980 at the rate of
\$ 6.08 per hour for each hour the Aircraft is flown and with each
payment to certify the hours the said Aircraft has been flown. Borrower
recognizes that prior to DECEMBER 20, 1980 Interest on the unpaid
Principal is computed at the Original Rate and thereafter at the Revised Rate
and agrees to pay such Interest, all of which is included in the payments set
forth in the Installment Payment Schedule provided, however, that such
Interest which Borrower agrees to pay is subject to adjustments based on the
following adjustments in the applicable Interest Rates. On the 15th day of
each month following the date of this Note and Chattel Mortgage, the
applicable Interest Rate shall be adjusted to reflect the increase or decrease in

the prime lending rate then in effect at the Continental Illinois National Bank
and Trust Company, Chicago (the "Prime Rate"), and, on that date, the
original Interest Rate shall be adjusted to an amount equal to the Prime Rate
plus 2 1/4%, and the Revised Interest Rate shall be adjusted to an amount
equal to the Prime Rate plus 3 1/4%. The foregoing, notwithstanding the
Interest Borrower agrees to pay, shall nevertheless be the Original Interest Rate
during the first twelve (12) months of this Note and Chattel Mortgage, nor
exceed the Revised Interest Rate, thereafter. Borrower agrees that the
monthly instalment payments shall be made in accordance with the
Installment Payment Schedule, and that any variance in the Total Amount
Due resulting from changes in the applicable Interest Rates shall be reflected
by adjustments to the final payment of principal due under this Note and
Chattel Mortgage. Borrower agrees that instalment payments shall be
applied first to accrued interest and the remainder to the unpaid Principal. If
any instalment is not paid by the due date, then the unpaid Principal shall
continue to accrue interest at the applicable rate indicated above until such
instalment or instalments are paid. Failure to pay any instalment when due
shall, at the election of CFC, without demand or notice of any kind, mature
the whole amount of the unpaid Principal and accrued interest and such
amounts shall be immediately due and payable. The unpaid Principal shall
continue to accrue interest at the applicable rate indicated above until paid.
In the event the Borrower sells or otherwise disposes of the Aircraft (which
shall only be on the conditions herein set forth) the unpaid Principal and
accrued interest shall be due and remitted to CFC so as to be received within
three (3) days of such event. Borrower may prepay this Note and Chattel
Mortgage at any time without penalty in which event credit will be given for
unearned interest.

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

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

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

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

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

COW PALACE, INC. DBA/
MCCOMB FLYING SERVICE

BOX 1057

MCCOMB MS

CCESSNA FINANCE CORPORATION

By: (Signature) ATTORNEY IN FACT

By: (Signature) ASS'T. SEC.

By: (Signature) ASS'T. SEC.

By: (Signature) ASS'T. SEC.

By: (Signature) ASS'T. SEC.

By: (Signature) ASS'T. SEC.

By: (Signature) ASS'T. SEC.

112858
005002

TERMS, CONDITIONS AND AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATE: 3-18-85

OKLAHOMA CITY
OKLAHOMA
JAN 9 4 01 PM '80
CONVEYANCE
FILED WITH REG
AIRCRAFT REGISTRATION
DEC 30 1979

000000981

AIRCRAFT BILL OF SALE

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

Aircraft Make and Model
CESSNA 152

Manufacturer's Serial Number
15283432

Nationality and Registration Marks
US N49151

does this 20th day of December 19 79, hereby sell, grant, transfer and deliver all rights, title and interests in and to such aircraft unto:

NAME AND ADDRESS

PURCHASER

COW PALACE INC d/b/a
McCOMB FLYING SERVICE
RT 3 BOX 500
McCOMB MS 39648

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

CONVEYANCE
RECORDED
JAN 28 9 52 AM '80
FEDERAL AVIATION
ADMINISTRATION

M 174647

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

In testimony whereof we have set our hand and seal this 20th day of December 19 79 *CF*

	NAME	SIGNATURE	TITLE
SELLER	THE CESSNA AIRCRAFT COMPANY	<i>R.L. Fraser</i>	R.L. Fraser, Manager Multi-Engine Accounting

JAN 28 9 52 AM '80

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RECORDED
COMM-FINCE

25 JUL 1953

NOTES TO THE REPORT

1. The following information was obtained from the records of the
 2.

John F. Kennedy Library
JFK
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SECRET

1770-1800: 1800-1850: 1850-1900: 1900-1950: 1950-1970: 1970-1980: 1980-1990: 1990-2000: 2000-2010: 2010-2020: 2020-2030: 2030-2040: 2040-2050: 2050-2060: 2060-2070: 2070-2080: 2080-2090: 2090-2100: 2100-2110: 2110-2120: 2120-2130: 2130-2140: 2140-2150: 2150-2160: 2160-2170: 2170-2180: 2180-2190: 2190-2200: 2200-2210: 2210-2220: 2220-2230: 2230-2240: 2240-2250: 2250-2260: 2260-2270: 2270-2280: 2280-2290: 2290-2300: 2300-2310: 2310-2320: 2320-2330: 2330-2340: 2340-2350: 2350-2360: 2360-2370: 2370-2380: 2380-2390: 2390-2400: 2400-2410: 2410-2420: 2420-2430: 2430-2440: 2440-2450: 2450-2460: 2460-2470: 2470-2480: 2480-2490: 2490-2500: 2500-2510: 2510-2520: 2520-2530: 2530-2540: 2540-2550: 2550-2560: 2560-2570: 2570-2580: 2580-2590: 2590-2600: 2600-2610: 2610-2620: 2620-2630: 2630-2640: 2640-2650: 2650-2660: 2660-2670: 2670-2680: 2680-2690: 2690-2700: 2700-2710: 2710-2720: 2720-2730: 2730-2740: 2740-2750: 2750-2760: 2760-2770: 2770-2780: 2780-2790: 2790-2800: 2800-2810: 2810-2820: 2820-2830: 2830-2840: 2840-2850: 2850-2860: 2860-2870: 2870-2880: 2880-2890: 2890-2900: 2900-2910: 2910-2920: 2920-2930: 2930-2940: 2940-2950: 2950-2960: 2960-2970: 2970-2980: 2980-2990: 2990-3000: 3000-3010: 3010-3020: 3020-3030: 3030-3040: 3040-3050: 3050-3060: 3060-3070: 3070-3080: 3080-3090: 3090-3100: 3100-3110: 3110-3120: 3120-3130: 3130-3140: 3140-3150: 3150-3160: 3160-3170: 3170-3180: 3180-3190: 3190-3200: 3200-3210: 3210-3220: 3220-3230: 3230-3240: 3240-3250: 3250-3260: 3260-3270: 3270-3280: 3280-3290: 3290-3300: 3300-3310: 3310-3320: 3320-3330: 3330-3340: 3340-3350: 3350-3360: 3360-3370: 3370-3380: 3380-3390: 3390-3400: 3400-3410: 3410-3420: 3420-3430: 3430-3440: 3440-3450: 3450-3460: 3460-3470: 3470-3480: 3480-3490: 3490-3500: 3500-3510: 3510-3520: 3520-3530: 3530-3540: 3540-3550: 3550-3560: 3560-3570: 3570-3580: 3580-3590: 3590-3600: 3600-3610: 3610-3620: 3620-3630: 3630-3640: 3640-3650: 3650-3660: 3660-3670: 3670-3680: 3680-3690: 3690-3700: 3700-3710: 3710-3720: 3720-3730: 3730-3740: 3740-3750: 3750-3760: 3760-3770: 3770-3780: 3780-3790: 3790-3800: 3800-3810: 3810-3820: 3820-3830: 3830-3840: 3840-3850: 3850-3860: 3860-3870: 3870-3880: 3880-3890: 3890-3900: 3900-3910: 3910-3920: 3920-3930: 3930-3940: 3940-3950: 3950-3960: 3960-3970: 3970-3980: 3980-3990: 3990-4000: 4000-4010: 4010-4020: 4020-4030: 4030-4040: 4040-4050: 4050-4060: 4060-4070: 4070-4080: 4080-4090: 4090-4100: 4100-4110: 4110-4120: 4120-4130: 4130-4140: 4140-4150: 4150-4160: 4160-4170: 4170-4180: 4180-4190: 4190-4200: 4200-4210: 4210-4220: 4220-4230: 4230-4240: 4240-4250: 4250-4260: 4260-4270: 4270-4280: 4280-4290: 4290-4300: 4300-4310: 4310-4320: 4320-4330: 4330-4340: 4340-4350: 4350-4360: 4360-4370: 4370-4380: 4380-4390: 4390-4400: 4400-4410: 4410-4420: 4420-4430: 4430-4440: 4440-4450: 4450-4460: 4460-4470: 4470-4480: 4480-4490: 4490-4500: 4500-4510: 4510-4520: 4520-4530: 4530-4540: 4540-4550: 4550-4560: 4560-4570: 4570-4580: 4580-4590: 4590-4600: 4600-4610: 4610-4620: 4620-4630: 4630-4640: 4640-4650: 4650-4660: 4660-4670: 4670-4680: 4680-4690: 4690-4700: 4700-4710: 4710-4720: 4720-4730: 4730-4740: 4740-4750: 4750-4760: 4760-4770: 4770-4780: 4780-4790: 4790-4800: 4800-4810: 4810-4820: 4820-4830: 4830-4840: 4840-4850: 4850-4860: 4860-4870: 4870-4880: 4880-4890: 4890-4900: 4900-4910: 4910-4920: 4920-4930: 4930-4940: 4940-4950: 4950-4960: 4960-4970: 4970-4980: 4980-4990: 4990-5000: 5000-5010: 5010-5020: 5020-5030: 5030-5040: 5040-5050: 5050-5060: 5060-5070: 5070-5080: 5080-5090: 5090-5100: 5100-5110: 5110-5120: 5120-5130: 5130-5140: 5140-5150: 5150-5160: 5160-5170: 5170-5180: 5180-5190: 5190-5200: 5200-5210: 5210-5220: 5220-5230: 5230-5240: 5240-5250: 5250-5260: 5260-5270: 5270-5280: 5280-5290: 5290-5300: 5300-5310: 5310-5320: 5320-5330: 5330-5340: 5340-5350: 5350-5360: 5360-5370: 5370-5380: 5380-5390: 5390-5400: 5400-5410: 5410-5420: 5420-5430: 5430-5440: 5440-5450: 5450-5460: 5460-5470: 5470-5480: 5480-5490: 5490-5500: 5500-5510: 5510-5520: 5520-5530: 5530-5540: 5540-5550: 5550-5560: 5560-5570: 5570-5580: 5580-5590: 5590-5600: 5600-5610: 5610-5620: 5620-5630: 5630-5640: 56

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JAN 10 1964
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