



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

Flight Standards Service
Aircraft Registration Branch, AFS-750

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
WEB Address: <http://registry.faa.gov>

February 4, 2017

ANTILLES AIR BOATS INC
WEST SEAPLANE RAMP
CHRISTIANSTED
VI 00820

Dear Sirs:

You were notified in our letter of September 19, 2014, that the registration of N7777V, a GRUMMAN G-21, serial number B-111, had been revoked and the assignment of the registration number would be cancelled no sooner than 60 days from the date of that letter, unless a new application for registration was made.


As of the date of this letter, no new application has been received. Pursuant to 14 C.F.R. 47.15(i), the assignment of registration N7777V has been cancelled this date. Operation of an unregistered aircraft is a violation of 14 C.F.R. 47.3(b) and may be subject to civil penalties.

Registration may be accomplished when requirements can be met. If you have any questions, please review the Aircraft Registration web pages at <http://registry.faa.gov/> or call the office at (405) 954-3116 or toll free 1-866-762-9434.

Sincerely,

Ken W. Thompson
Manager, Aircraft Registration Branch, AFS-750

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

| | | | | | |
|---|---|---|--|--|------------------------|
| U.S. Registration N-7777V | Temp Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | I.R. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Manufacturer GRUMMAN | Model G-21 | Serial Number B-111 |
| Last Registered Owner <u>ANTILLES AIR BOATS INC</u> | | | | | |
| GENEVA CONVENTION – Lien/Lease Information on File | | | | | |
| <input type="checkbox"/> None | | | | | |
| <input type="checkbox"/> Lien | Conveyance No. _____ | Lien holder: _____ | | | |
| <input type="checkbox"/> Lien | Conveyance No. _____ | Lien holder: _____ | | | |
| <input type="checkbox"/> Lease | Conveyance No. _____ | Lessee: _____ | | | |
| <input type="checkbox"/> Lease | Conveyance No. _____ | Lessee: _____ | | | |
| CAPE TOWN TREATY - Lien Information on File | | | | | |
| <input type="checkbox"/> Written certification was received from IDERA authorized party that all registered interests ranking in priority to authorized party have been discharged or the holders of such interests have consented to the export. | | | | | |
| Conveyance No. _____ | | | | | |
| IDERA Authorized Party: _____ | | | | | |
| <input type="checkbox"/> Written certification was received from the owner that all outstanding interests in the FAA aircraft record have been discharged or the holders of such interests have consented to the export. | | | | | |
| <input type="checkbox"/> None | | | | | |
| <input type="checkbox"/> Lien | Conveyance No. _____ | Lien holder: _____ | | | |
| <input type="checkbox"/> Lien | Conveyance No. _____ | Lien holder: _____ | | | |
| <input type="checkbox"/> Lease | Conveyance No. _____ | Lessee: _____ | | | |
| <input type="checkbox"/> Lease | Conveyance No. _____ | Lessee: _____ | | | |
| The above registration is to be cancelled for the reason checked below: | | | | | |
| <input checked="" type="checkbox"/> Expired | | | | | |
| <input type="checkbox"/> Exported to: _____ | | | | | |
| <input type="checkbox"/> Totally destroyed or scrapped | | | | | |
| <input type="checkbox"/> At the request of: <input type="checkbox"/> Registrant <input type="checkbox"/> Owner <input type="checkbox"/> IDERA Authorized Party (Export only) | | | | | |
| <input type="checkbox"/> Other (<i>Specify</i>) _____ | | | | | |
| Official approving the cancellation: Name: LONDON CHANDLER | | | TIME: | DATE: February 4, 2017 | |
| CONFIRM TO: _____ FOREIGN MARKINGS: _____ | | | COPY TO: <input type="checkbox"/> WIRE <input type="checkbox"/> MAIL | | |
| The above registration has been cancelled and records adjusted accordingly. | | | |  DATE: February 4, 2017 | |



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

Flight Standards Service
Aircraft Registration Branch, AFS-750

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
WEB Address: <http://registry.faa.gov>

September 19, 2014

ANTILLES AIR BOATS INC
WEST SEAPLANE RAMP
CHRISTIANSTED VI 00820
|||||

Dear Sirs:

The FAA Aircraft Registration Branch (Registry) has received notice that the Certificate of Aircraft Registration for N7777V, a GRUMMAN G-21 aircraft with serial number B-111, was revoked on May 21, 1982, pursuant to procedures established under 14 C.F.R. Part 13. Under §47.15(i), the continued assignment of a registration number to an aircraft is directly linked and dependent on the continued registration of the aircraft. Unless the status of the aircraft is changed to one in which it can be properly registered, the assignment of N7777V to this aircraft will be scheduled for cancellation no sooner than 60 days from the date of this letter.

The notice received by the Registry indicates that the registration of N7777V was revoked due to the failure to sign and submit to the Registry an Aircraft Registration Eligibility, Identification and Activity Report. A new aircraft registration certificate may be issued and the cancellation of the N-Number avoided if a completed Aircraft Registration Application, AC Form 8050-1, with the \$5.00 registration fee is filed before cancellation.

If registration is not desired or cannot be made at this time, the N-number may be reserved by its owner prior to cancellation. If the number is not reserved, upon cancellation it will be designated as unavailable for the next five years. To reserve the number or report a change in the aircraft's disposition, please mark the applicable block(s), sign and return the attached notice.

If you require further assistance, please contact the Aircraft Registration Branch at (405) 954-3116 or toll free 1-866-762-9434.

Sincerely,

Jana L. Hammer

Jana L. Hammer
Manager, Aircraft Registration Branch, AFS-750

Directions:

Select and complete the appropriate section below then send, with the indicated fee (if appropriate), to the
 FAA Aircraft Registration Branch. FAX: 405-954-3548

U.S. Postal Service, Regular and Priority Mail
 FAA Aircraft Registration Branch
 P.O. Box 25504
 Oklahoma City, OK 73125-0504

Commercial Delivery Services:
 FAA Aircraft Registration Branch
 Registry Building, Rm. 118
 6425 South Denning
 Oklahoma City, OK 73169-6937

Make fee payment by check or money order payable to the Federal Aviation Administration.

For additional information call toll free 1-866-762-9434, or visit <http://registry.faa.gov>

Revoked

The GRUMMAN G-21, with serial number B-111, will not be registered at this time.

- ☐ Please cancel the assignment of N7777V, and reserve it to the undersigned. A \$10.00 check payable to the Federal Aviation Administration is enclosed to pay the reservation fee.
- ☐ The aircraft has been destroyed or scrapped.
- ☐ The aircraft was sold to:

| | | |
|-----------|----------------|------------|
| (ADDRESS) | (CITY & STATE) | (ZIP CODE) |
|-----------|----------------|------------|

- ☐ The aircraft was exported to: _____
- ☐ Other: _____

Name of Owner: _____

 Signature/Title

 Date

0 0 0 0 0 1 8 8 2

OB No. 04-R0169 Approval Expires Oct. 1977

W 40522



Aircraft & Airmen Records Dept.
Box 19244 S. W. Station
Oklahoma City, Ok. 73144

CONVEYANCE
RECORDED

Mar 19 11 14 AM '92

FEDERAL AVIATION
ADMINISTRATION

Release

The undersigned is true and lawful holder of the note
or other evidence of indebtedness secured by following:

Aircraft Make and Model
SEE ATTACHMENT

FAA Registration Number
SEE ATTACHMENT

Aircraft Serial Number
SEE ATTACHMENT

Engine Make and Model

Engine Serial Number

Propeller Make

Propeller Serial Number

Spare Parts and Location

Do Not Write in this Block
FOR FAA USE ONLY
Microfilm Code

2E KE

The conveyance dated: NOVEMBER 26, 1969, was executed by: ANTILLES

AIR BOATS INC.

to BARCLAYS BANK D.C.O.

and assigned to:

This conveyance was recorded by the Federal Aviation Administration on: DECEMBER 9, 1969

and was assigned conveyance number: L049842

I hereby certify and acknowledge that the above described collateral was released from
the terms of the conveyance on: SEPTEMBER 6, 1972

A person signing for a corporation must be a corporate office or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of FAA Regulations.

BARCLAYS BANK INTERNATIONAL LTD.

(Name of Secured Party)

SIGNATURE (In Ink)

TITLE:

Acknowledgment (If required by Applicable Local Law)

APPENDIX A

1. Eleven Airplanes

| <u>Manufacturer of Airplane</u> | <u>Model Designation of Airplane</u> | <u>Federal Aviation Agency's Number of Airplane</u> | <u>Manufacturer's Serial Number of Airplane</u> |
|-------------------------------------|--|---|---|
| Grumman | Goose | N-2003 | B-141 |
| Grumman | Goose | N-7777V | B-111 |
| Grumman | Goose | N-328 | L42-122893 |
| Grumman | Goose | N-8777A | 1152 |
| Grumman | Goose | N-5548A | 75-7661 |
| Grumman | Goose | N-4762C | B-60 |
| Grumman | Goose | N-79901 | E-63 |
| Grumman | Goose | N-79914 | E-88 |
| Grumman | Goose | N-48550 | 1061 |
| Consolidated | PBY | N-5588V | 08101 |
| Consolidated | PBY | N-5584V | 46482 |

2. Airplane Engines

| <u>Manufacturer of Engine</u> | <u>Model Designation of Engine</u> | <u>Manufacturer's Serial Number of Engine</u> |
|-----------------------------------|--|---|
| Pratt & Whitney | Wasp Jr. R-985 | 4017 |
| Pratt & Whitney | Wasp Jr. R-985 | 17934 |
| Pratt & Whitney | Wasp Jr. R-985 | 15633 |
| Pratt & Whitney | Wasp Jr. R-985 | 42-23155 |
| Pratt & Whitney | Wasp Jr. R-985 | JP-206834 |
| Pratt & Whitney | Wasp Jr. R-985 | 18114 |
| Pratt & Whitney | Wasp Jr. R-985 | 9130 |
| Pratt & Whitney | Wasp Jr. R-985 | P-227306 |
| Pratt & Whitney | Wasp Jr. R-985 | TP-207867 |
| Pratt & Whitney | Wasp Jr. R-985 | 21430 |
| Pratt & Whitney | Wasp Jr. R-985 | 17217 |
| Pratt & Whitney | Wasp Jr. R-985 | 10234 |
| Pratt & Whitney | Wasp Jr. R-985 | 200728 |
| Pratt & Whitney | Wasp Jr. R-985 | 11533 |
| Pratt & Whitney | R-1830-92 | 461382 |
| Pratt & Whitney | R-1830-92 | CP321934 |
| Curtiss-Wright | R-2600-29A | 194215 |
| Curtiss-Wright | R-2600-29A | 433593 |

26. 11. 57 9. 17. 01

11. 57
7. 57
30. 57

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

MAY 21, 1982

MIKE MONRONEY AERONAUTICAL CENTER
P.O. Box 25082
OKLAHOMA CITY, OKLAHOMA 73125.



CERTIFIED - RETURN RECEIPT REQUESTED

ANTILLES AIR BOATS INC
WEST SEAPLANE RAMP
CHRISTIANSTED, VI 00820

N-7777V

CERTIFICATE REVOKED

ORDER OF REVOCATION

It appears to the Administrator of the Federal Aviation Administration (FAA), acting by and through his Aeronautical Center Counsel as authorized by Section 13.19(b) of the Federal Aviation Regulations, that on the basis of all of the available information, you violated the Federal Aviation Regulation hereinafter enumerated in the following respect:

a. The official records of the FAA Aircraft Registration Branch show you hold the Certificate of Aircraft Registration for civil aircraft N-7777V.

b. As certificate holder, you failed to execute and submit to the FAA Aircraft Registration Branch a "Triennial Aircraft Registration Report" within 60 days after its issuance to you.

By reason of the foregoing facts and circumstances, you violated Section 47.51 of the Federal Aviation Regulations in that you failed to submit the required report within the time prescribed by that section.

NOW THEREFORE IT IS ORDERED, pursuant to Section 501(e) of the Federal Aviation Act of 1958, as amended, that the Certificate of Aircraft Registration issued in your name for the above described civil aircraft be revoked, effective the date of this Order. You are, therefore, requested to surrender such certificate by mailing it to the Aeronautical Center Counsel (AAC-7), P.O. Box 25082, Oklahoma City, Oklahoma 73125.

Joseph T. Brennan
JOSEPH T. BRENNAN
Aeronautical Center Counsel

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

AIRCRAFT ACCIDENT NOTICE

| | | |
|---|---|--------------------------|
| Aircraft Registration No. N: 17777V | Manufacturer and Model Grumman G-21A | Serial Number N/O |
| TO: AAC-250 | | |
| The above aircraft has been reported totally destroyed. Date of Accident: 9-2-78 | FROM: NAME XR | Routing Symbol AF0584 |
| <p style="text-align: center;">CANCELLATION OF AIRCRAFT REGISTRATION</p> <p style="text-align: center;">The above registration is to be canceled for the reason checked below:</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Accident <input checked="" type="checkbox"/> Totally destroyed</p> | | |
| Official approving cancellation: Name: | | DATE: |
| The above registration has been canceled and records adjusted accordingly. Records Clerk: | | DATE: |

RECEIVED SEP 28 1979

SEP 28 12 15 PM '79

73 25 JUN 7 1977

West Seaplane Ramp
Christiansted St. Croix
U. S. V. I.

00820

MAR 21 1967

29 0 03 74

FEDERAL AVIATION AGENCY

MAR 21 1967

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALITY AND
REGISTRATION MARKS

N-7777 V

AIRCRAFT MAKE AND MODEL

Grumman Goose G-21

AIRCRAFT SERIAL No.

B-111

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

ANTILLES AIR BOATS, INC.

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

39 STRAND STREET

CITY

COUNTY

STATE

ZIP CODE

CHRISTIANSTED

ST. CROIX

(Virgin Islands)

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 Agency.

If executed for co-ownership all applicants must sign.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE
Thomas Shea
S
SIGNATURE
S
SIGNATURE

TITLE
Secretary-
Treasurer
T
TITLE
T
TITLE

DATE
3-16-67
DATE
DATE

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

OKLAHOMA CITY, OKLA.

MAR 20 9 43 AM '67

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AIRCRAFT CHATTEL MORTGAGE

Mortgage, made this 11th day of May, 1978 by and between ANTILLES AIRBOATS, INC.

0000001320
0000001411

whose address is (Number, street, city, zone, and State) Seaplane Ramp, Veteran's Drive, Charlotte Amalie, St. Thomas, Virgin Islands hereinafter called the MORTGAGOR, and FIRST PENNSYLVANIA BANK, N. A.

whose address is (Number, street, city, zone, and State) P. O. Box #1737, St. Thomas, Virgin Islands hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of One Hundred Twenty Thousand dollars (\$120,000.00) as evidenced by a promissory note referred to herein, has bargained, sold, and mortgaged to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft: As per attached EXHIBIT "A" made a part hereof.

FEDERAL AVIATION
ADMINISTRATION
JUL 6 6 13 AM '78
RECORDED
CONVEYANCE

S 0 7 2 4 9

Aircraft make and model

FAA registration number

Manufacturer's serial number

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

All spare parts and equipment used in the operation of said aircraft.

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

Note bearing date of May 11, 1978 executed by the mortgagor and payable to the order of FIRST

PENNSYLVANIA BANK, N.A. in the aggregate principal sum of \$ 120,000.00 with interest thereon at the

rate of 2pts. over 1st. per centum per annum, from date, payable in installments as follows: 35 successive monthly installments of \$3,334.00 plus interest and a 36th successive monthly payment of \$3,310.00 plus interest

of each successive month beginning with the 1st. day of June 19 78

The last payment of \$3,310.00 plus interest is due on the 1st. day of May 19 81

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 rights hereunder.

Said mortgagor hereby declares and warrants to the said mortgagee 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".)

First liens held by First Pennsylvania Bank and liens held by the Small Business Administration

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

Provided, however, that if the mortgagor, 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 mortgage, then this mortgage shall be null and void.

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 the seizure of the aircraft under execution or other legal process, or if for any other 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 may at his option, and he 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 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

hand and seal on the day and year first above written.

Name of mortgagor ANTILLES AIRBOATS, INC.

Signature(s) (In Ink) _____
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

State of U.S. VIRGIN ISLANDS
County of ST. THOMAS / ST. JOHN
(SEAL)

On this 11th day of MAY, 1978, 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 executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires May 22, 1978

Sandra Vogel
(Signature of notary public (In Ink))

ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign, and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto

whose address is (Number, street, city, zone, and State)

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 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)

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____
County of _____
(SEAL)

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

My commission expires _____

NOTARY PUBLIC
(Signature of notary public (In Ink))

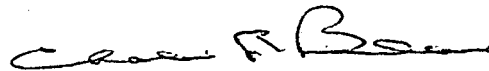
0 0 0 0 0 1 3 9 1
0 0 0 0 0 1 4 1 2

EXHIBIT A

Chattel Mortgage on the following aircraft including spare parts
and equipment used in the operation of said aircraft:

| | |
|--|---|
| ✓ Grumann G-21A, Reg. <u>N2003</u> SN#B141 | ✓ Grumann G-21A, Reg. <u>N74588</u> SN#1165 |
| ✓ Grumann G-21A, Reg. <u>N7777V</u> SN#B111 | ✓ Grumann G-21A, Reg. <u>N323</u> SN#1191 |
| Grumann G-21A, Reg. <u>N8777A</u> SN#1152 | ✓ Grumann G-21A, Reg. <u>N1048V</u> SN#37793 |
| ✓ Grumann G-21A, Reg. <u>N4762C</u> SN#B60 | ✓ Grumann G-21A, Reg. <u>N74676</u> SN#1172 |
| ✓ Grumann G-21A, Reg. <u>N79901</u> SN#B63 | ✓ Grumann G-21A, Reg. <u>N28369</u> SN#1149 |
| ✓ Grumann G-21A, Reg. <u>N79914</u> SN#B88 | ✓ Grumann Mallard G-73, Reg. <u>#N7356</u> SN#J56 |
| ✓ Grumann G-21A, Reg. <u>N48550</u> SN#1061 | ✓ Grumann Albatross Model HU16B Reg. <u>#N3385F</u> |
| Grumann G-21A, Reg. <u>N5548A</u> , SN#757661 | SN#51-7168 |
| | ✓ Cessna Aircraft Model 310F SN#3100063 |
| | ✓ Reg. <u>#6763X</u> |

ANTILLES AIRBOATS INC.



President

01 1 0 0 0 0 0 0

OKLAHOMA CITY, OKLA. OKLAHOMA CITY, OKLA.

MAY 18 12 23 PM '78 JUN 19 11 26 AM '78

COPIES OF THE ABOVE FILMED WITH
THE AIRCRAFT REGISTRY

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO. _____

FILING DATE: _____

This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.

TYPE OF CONVEYANCE

DATE EXECUTED

Chattel Mortgage

10-12-77

FROM

DOCUMENT NO.

Antilles Airboats, Inc.

D 13001

TO OR ASSIGNED TO

DATE RECORDED

First Pennsylvania Bank NA

12-13-77

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)

TOTAL NUMBER INVOLVED

14

N 2003
N 7777Y
N 8777A
N 4762C
N 79901
N 79914
N 48550
N 74588
N 323
N 1048V
N 74676
N 28369
N 7356
N 3385F

ENGINES

TOTAL NUMBER INVOLVED

MAKE(S)

SERIAL
NO.

PROPELLERS

TOTAL NUMBER INVOLVED

MAKE(S)

SERIAL
NO.

SPARE PARTS — LOCATIONS

TOTAL NUMBER INVOLVED

LOCATION

RECORDED CONVEYANCE FILED IN:

This form is only intended to be a suggested form of chattel mortgage which meets the recording requirements of the Federal Aviation Act of 1958, as amended, and the Regulations of the Administrator issued thereunder. In addition to these requirements, the form of chattel mortgage used by the mortgagee should be drafted in accordance with the pertinent provisions of the local statutes. If this chattel mortgage form meets the local statutes, you may use this copy. Copies of this form may be reproduced, if desired.

GPO 888883

Remove this stub before reproduction

Form FAA-905 (1-60)

AIRCRAFT CHATTEL MORTGAGE

CONVEYANCE
RECORDED

This mortgage, made this 15th day of March, 1977 by and between ANTILLES AIRBOATS, INC.

Seaplane Ramp
Veterans' Drive

whose address is (Number, street, city, zone, and State) St. Thomas, Virgin Islands

MAR 29 8 32 AM '77
FEDERAL AVIATION
ADMINISTRATION

hereinafter called the MORTGAGOR, and First Pennsylvania Bank, N.A.

P. O. Box #1737

whose address is (Number, street, city, zone, and State) Charlotte Amalie, St. Thomas, Virgin Islands

hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Five hundred Twenty-Four thousand NO/1000llars (\$524,000.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model Grumann G-21 A

FAA registration number N7777V

Manufacturer's serial number B111

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

Spare parts and equipment used in the operation of the above.

FRB

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

Note bearing date of March 15, 1977-executed by the mortgagor and payable to the order of First Pennsylvania Bank, N.A.

in the aggregate principal sum of \$ 524,000.00 with interest thereon at the Two percent over First Pennsylvania Bank's rate of moving prime per centum per annum, from date, payable in installments as follows:

The principal and interest of said note is payable in 47 successive installments of \$ 10,916.00+/ Interest each on the 1st day and 48th successive payment of \$10,948.00 plus interest of each successive month beginning with the First day of April 1977

The last payment of \$10,948.00 is due on the First day of March 1981

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 rights hereunder.

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

NONE

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

Provided, however, that if the mortgagor, 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 mortgage, then this mortgage shall be null and void.

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OKLAHOMA CITY, OKLA

MAR 21 11 43 AM '77

CONVULSIONS FILED WITH
FAA AIRCRAFT REGISTRY

Time is of the essence of this mortgage. It is hereby agreed that if default is 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 the 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 may at his option, and he 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 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

hand and seal on the day and year first above written.

Name of mortgagor ANTILLES AIRBOATS, 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)

ACKNOWLEDGMENT BY MORTGAGOR

On this 1st day of March, 1977, 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 executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

Signature of notary public (in ink) [Signature]

State of Virginia
County of [Signature]
My commission expires August 22, 1978

For value received, the undersigned mortgagee does hereby sell, assign, and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto

whose address is (Number, street, city, zone, and State)
and hereby authorizes the said collect and discharge the same. The undersigned mortgagee 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 hereto are desirous of making a part of this assignment should be included in the following space.)

Dated this 19 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)

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

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

State of _____
County of _____
(SEAL)
My commission expires _____
(Signature of notary public (in ink))

This mortgage made and entered into this 12th day of August, 1975, by and between Antillas Air Beats, Inc., whose address is P.O. Box 100, Christiansted, St. Croix, Virgin Islands, (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America, (hereinafter referred to as mortgagee), who maintains an office and place of business at 255 Ponce de Leon Ave., San Juan, Puerto Rico.

ADMINISTRATION

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described aircraft:

| NAME | MODEL | SERIAL NUMBER | REGISTRATION NO. |
|------------|-------|---------------|------------------|
| 1. Grumman | G-11A | 75-7661 | N3540A |
| 2. " | " | B-141 | N2003 |
| 3. " | " | B-111 | N7777V |
| 4. " | " | 1152 | N8777A |
| 5. " | " | B-63 | N79901 |
| 6. " | " | B-88 | N79914 |
| 7. " | " | 1061 | N48530 |
| 8. " | " | B-60 | N4762C |
| 9. " | " | 1053 | N328 |

Together with and including equipment and accessories attached thereto or used to their operations, and all improvements now or hereafter made thereon.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except those aircraft already mortgaged by the Virgin Islands National Bank properly recorded at the FAA Aircrafts Registry; that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated August 12, 1975, in the principal sum of \$63,000.00, signed by Brian J. Lincoln, Vice-President, on behalf of Antillas Air Beats, Inc., with interests thereon at the rate of five percent (5%) interest due payable in fifteen, 1 year, to be paid in one hundred twenty-six (126) installments of \$530.00, principal and interest due payable in fifteen (15) years beginning five (5) months from the date of Note.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the manner therein provided.

b. He will pay all taxes, assessments, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinafore and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

Orig. Retd.

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INVESTANCE FILED WITH
FAA AIRCRAFT REGISTRY

said property for the purpose of collecting such rents and profits. This instrument shall be deemed as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or requirement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagee having waived and assigned to the mortgagee all rights of appraisement);

(I) at judicial sale pursuant to the provisions of the Laws of the United States;

or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagee (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the exercise of the power of sale herein granted depends; and the said mortgagee hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal Statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorney's fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the entire indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.

6. In the event the mortgagor fails to pay any Federal, state, or local tax, assessment, license tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay and discharge all taxes and liens and the costs, fees, and expenses of recording, and executing this mortgage, then this mortgage shall be canceled and discharged.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the word "he" shall include the plural, the plural the singular, and the use of any gender shall include all genders.

MICRO

said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby provided shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagee having valued and assigned to the mortgagee all rights of appraisement);

(I) at judicial sale pursuant to the provisions of the Laws of the United States; or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorney's fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, license tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagor shall be added to and become a part of the principal amount of the indebtedness secured by said note, subject to the same terms and conditions. If the mortgagee shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay the same and shall discharge all taxes and liens and the costs, fees, and expenses of making, recording, and executing this mortgage, then this mortgage shall be canceled and the property shall be released.

7. The provisions herein contained shall bind and the benefits and advantages shall inure to the mortgagee and assigns of the parties hereto. Whenever used, the word "shall" shall include the plural, the plural the singular, and the use of any gender shall include all genders.

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8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
9. In compliance with the Rules and Regulations of the Small Business Administration, this instrument is to be construed and enforced in accordance with applicable Federal law.
10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at Water Gt., Christ Church, Virginia-----
Islands-----and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at

IN WITNESS WHEREOF, the mortgagor has executed this instrument as of the day and year aforesaid.

Antilles Air Boats Inc

Brian J. Lincoln

Vice President

Executed and delivered in the presence of the following witnesses:

Alexander M. Clark

WITNESS

Antonio J. Negroni

WITNESS

On this _____ day of _____, 19____
before me personally appeared the above mentioned
mortgagor and executed the foregoing Chattel Mort-
gage and acknowledged that he executed the same as
his free act and deed and swore that he was duly
authorized to execute the same on behalf of
Antilles Airboats, Inc.

I, Antonio J. Negroni, Attorney Advisor for the
Small Business Administration hereby certify that
this is a true and complete copy of the original
mortgage signed by Brian J. Lincoln, Vice-President
on behalf of Antilles Air Boats, Inc., on this
13th day of August, 1975.

Antonio J. Negroni

ANTONIO J. NEGRONI
Attorney Advisor

MICRO

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 6th day of September, 1972 by and between ANTILLES AIRBOATS, INC. E 90831

whose address is (Number, street, city, zone, and State) SEAPLANE RAMP, VETERANS DRIVE
ST. THOMAS, U.S.V.I. 00801
hereinafter called the MORTGAGOR, and
VIRGIN ISLANDS NATIONAL BANK

CONVEYANCE
RECORDED

OCT 30 11 55 AM '72

whose address is (Number, street, city, zone, and State) VETERANS DRIVE, ST. THOMAS, U.S.V.I. 00801
hereinafter called the MORTGAGEE, FEDERAL AVIATION
ADMINISTRATION

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of FOUR HUNDRED

THOUSAND dollars (\$ 400,000.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model GRUMMAN G-21A

FAA registration number 7777V

Manufacturer's serial number B-111

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

SPARE PARTS & EQUIPMENT USED IN THE OPERATION OF THE ABOVE,

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

Note bearing date of September 6, 1972 executed by the mortgagor and payable to the order of VIRGIN ISLANDS

NATIONAL BANK in the aggregate principal sum of \$ 400,000.00 with interest thereon at the

rate of 2 Points Over per centum per annum, from date, payable in installments as follows:
PENCO Prime

The principal and interest of said note is payable in 59 installments of \$ 6,700.00 Plus Interest each on the 15th day

of each successive month beginning with the 15th day of October 1972

Plus Interest
The last payment of \$ 4,700.00 is due on the 15th day of September 1977.

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 rights hereunder.

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

NONE

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

Provided, however, that if the mortgagor, 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 mortgage. then this mortgage shall be null and void.

file me 10-19 in 5588V

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 the seizure of the aircraft under execution or other legal process, or if for any other 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 may at his option, and he 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 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 hand and seal on the day and year first above written.

Name of mortgagor ANTILLES AIRBOATS 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)

ACKNOWLEDGMENT BY MORTGAGOR

State of ST. THOMAS
County of VIRGIN ISLANDS
(SEAL)
On this 6th day of Sept, 1972, 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 executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.
My commission expires Sept 30 1972
(Signature of notary public (In Ink))

ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign, and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto

whose address is (Number, street, city, zone, and State)
and hereby authorizes the said 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 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.)
to do every act, and thing necessary to

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)

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of ST. THOMAS & ST. CROIX
County of VIRGIN ISLANDS
(SEAL)
On this _____ day of _____, 19____, before me personally appeared the above-named mortgagee, to me known to be the person described in and who executed the foregoing assignment, and acknowledged that he executed the same as his free act and deed, and, if said assignment be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.
My commission expires _____
(Signature of notary public (In Ink))

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

N-

This form is to be used in all cases where a conveyance covers more than one aircraft, or engine, propeller, or location. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE

DATE EXECUTED

Chattel Mortgage & Security Agreement

11-26-69

FROM

DOCUMENT NO.

Antilles Air Brats Inc

Lo 49842

TO OR ASSIGNED TO

DATE RECORDED

Barclays Bank PLC

12-9-69

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)

TOTAL NUMBER INVOLVED

11

*2003
7777V
328
8777A
5548A
4762C
79901
79914*

*48550
5588V
5584V*

ENGINES

TOTAL NUMBER INVOLVED

4

MAKE(S)

2 Pratt & Whitney S/N 461382 & CP 321934

2 Cessna Wright R-2600-29A S/N 194215 & 433593

AC Form 8050-41
FILED WITH

ENGINE
MAKE

SERIAL
NO.

PROPELLERS

TOTAL NUMBER INVOLVED

MAKE(S)

AC Form 8050-41
FILED WITH

PROPELLER
MAKE

SERIAL
NO.

SPARE PARTS - LOCATIONS

TOTAL NUMBER INVOLVED

AC Form 8050-41
FILED WITH

LOCATION

FOR RECORDED CONVEYANCE SEE (Check one)

☒ AIRCRAFT FOLDER N- *2003*

☐ LOCATION LISTED ABOVE

☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

ABOVE CONVEYANCE RELEASE NUMBER

N 86275

MIERO

This Indenture

made in duplicate the

in the year of our Lord one thousand nine hundred and sixty-seven.

day of January

 AIRCRAFT REGISTRY
 FAA
 MAR 21 8 30 AM '67

DOC. RECORDED

B 0 5 8 2 1 9

Between

 LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE
 ROMAINE DE ST-BONIFACE

hereinafter called the Bargainor, of the First Part,

AND

ANTILLES AIR BOATS, INC.

hereinafter called the Bargainee, of the Second Part.

Whereas the Bargainor is possessed of the goods and chattels hereinafter set forth, described and enumerated, and has contracted and agreed with the Bargainee for the absolute sale to the Bargainee of the same, for the sum of ----- FORTY-FIVE THOUSAND (\$45,000.00) -----
 -----00/100 U.S. dollars.

Now This Indenture Witnesseth that, in pursuance of the said agreement, and in consideration of the sum of FORTY-FIVE THOUSAND (\$45,000.00) -----

-----the United States,-----00/100 dollars of lawful money of Canada, paid by the Bargainee to the Bargainor at or before the sealing and delivery of these presents (the receipt whereof is hereby by him acknowledged), the Bargainor HAS BARGAINED, sold, assigned, transferred, and set over, and by these presents DOES BARGAIN, sell, assign, transfer, and set over unto the Bargainee aforesaid

All Those the said goods and chattels, hereinafter described, that is to say:

1 only GRUMANN GOOSE amphibian airplane Serial No. B-111 Model G 21 A
 Engine: left hand: Pratt & Whitney R985 -
 An12/B - Serial No. 11725
 right hand: Pratt & Whitney R985 -
 An 6/B - Serial No. 215140

Hartzell propeller - Serial No. 934-N
 Model HCB3Z30-2E/10152H-5½
 Blade 1 A 25529
 2 A 25534
 3 A 25532

Hartzell propeller - Serial No. 935-N
 Type HC B3Z30-2E/10152H-5½
 Blade A 25557
 A 25548
 A 25553

Copy note,

all of which said goods and chattels are now in the possession of the Bargainor and are situate, lying and being in, on, upon or about the Winnipeg International Airport, Winnipeg, Manitoba, Canada.

And all the right, title, interest, property, claim and demand whatsoever of the Bargainor of, in, to and out of the same, and every part thereof:

To Have and to Hold the said hereinbefore assigned goods and chattels, and every one of them and every part thereof with the appurtenances and all the right, title and interest of the Bargainor thereto and therein, as aforesaid, unto and to the use of the Bargainee, to and for his sole and only use FOREVER.

And the Bargainor doth hereby COVENANT, PROMISE and AGREE with the Bargainee in the manner following, that is to say: THAT the Bargainor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods and chattels, and every one of them, and every part thereof: AND that the Bargainor now has good right to assign the same unto the Bargainee in manner aforesaid, and according to the true intent and meaning of these presents; AND that the Bargainee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods and chattels, and every of them, and every part thereof to and for his own use and benefit, without hindrance, interruption, of any manner molestation, claim or demand whatsoever, of, from or by the Bargainor or any person or persons whomsoever; AND that free and clear, and freely and absolutely released and discharged, or otherwise (at the cost of the Bargainor) effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and encumbrances whatsoever.

OKLAHOMA CITY, OKLA.

MAR 20 12 52 PM '67

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

A _____
in and for the Province of Manitoba.

Canada
Province of Manitoba
J. of the city
Maurice Baudoux
La Corporation Archiépiscope de St-Boniface
President of
do solemnly declare:
it is
THAT ITS
St-Boniface
CONVEYANCE WITHIN
FAA AIRCRAFT

1. ~~My name and surname are both correctly spelled in the within Bill of Sale, and I have correctly described therein. I am now absolutely, and in full, sole and exclusive right, the owner and possessor of the goods and chattels mentioned and described in the within Bill of Sale.~~
2. ~~The said goods and chattels are correctly described in the said Bill of Sale and are now all in good condition and repair.~~
3. ~~There is no mortgage hypothec, lien or claim of any kind or nature adverse to my rights, of, upon or against said goods and chattels, or any portion of them, save the within Bill of Sale, and no taxes or rent are due on the said lands or premises on which said goods and chattels, or any of them, are situate.~~
4. ~~There is no judgment or execution of any kind now in force or extant against me, the Bargainor.~~
5. ~~I am over twenty-one years of age.~~
6. ~~I make the above statements for the express purpose of inducing the within named Bargainee to complete the purchase of the said goods and chattels.~~
And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at the city of St. Boniface in the Province of Manitoba, this 17 day of January A.D. 19 67.
Notary Public for Ontario
in and for the Province of Manitoba.
My Commission expires September 27, 1968.

Canada
Province of Manitoba
J. of the city
Maurice Baudoux
La Corporation Archiépiscope de St-Boniface
Catholique Romaine de St-Boniface
Antilles Air Boats, Inc.
Bill of Sale
WILSON STAMPER
Messrs. Grafton Dowhan
Muldoon & Lafrenière,
Barristers, Solicitors, etc.,
304 Montreal Trust Building,
213 Notre Dame Avenue,
Winnipeg 2, Manitoba, Canada.

1. That I was personally present and did see the within instrument and duplicate thereof duly signed, sealed and delivered by
2. That I know the said part and am satisfied that
3. That the said instrument and duplicate thereof were executed by the said part
4. That I am a subscribing witness to the said instrument and duplicate.
Sworn before me at the
of
in the Province of Manitoba,
this
day of
A.D. 19

in and for the Province of Manitoba
A

AIR SERVICES
SERVICES DE L'AIR



DEPARTMENT OF TRANSPORT
MINISTÈRE DES TRANSPORTS

42
YOUR FILE
VOTRE RÉF:

IN REPLY QUOTE
RÉF. À RAPPELER:
5008-VIA (SRL)

Ottawa, Ontario
March 3, 1967.


Mr. Lester G. Robinson,
Chief, Aircraft Registration Branch,
Data Service Division,
Federal Aviation Agency,
Aeronautical Centre,
P.O. Box 1082,
Oklahoma City, Oklahoma 73101,
U.S.A.

Dear Sir:

This confirms the cancellation of registration of Grumman G21A aircraft, CF-VIA, serial number B-111 from the Canadian Civil Aircraft Register.

It is understood that this aircraft has been sold to Antilles Air Boats, whose agent is Futurama Aircraft Corp., Opa-Locka, Florida.

Yours truly,


(M. M. Fleming),
Chief, Flight Standards and
Regulations Division,
Civil Aviation Branch.



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MAR 7 9 41 AM '67
OKLAHOMA CITY, OKLA.

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

B

MAR 21 1967

PHONES: 688-0781
EVENING 821-3682

MARCH 9, 1967

ATTN: MR. L. ZIELNY
AIRCRAFT REGISTRATION BRANCH
FEDERAL AVIATION AGENCY,
AERONAUTICAL CENTRE,
P.O. BOX 25082
OKLAHOMA CITY, OKLAHOMA 73125

DEAR SIR,

ENCLOSED PLEASE FIND TEN DOLLARS FOR OUR SPECIAL REGISTRATION NUMBER ON OUR GRUMMAN GOOSE, N7377V.
ENCLOSED IS A PHOTOSTATIC COPY OF THE BILL OF SALE,
AS YOU REQUESTED.

WE ARE ALSO ENCLOSING FIVE DOLLARS REGISTRATION FEE OF THE ABOVE AIRCRAFT.

YOUR IMMEDIATE ATTENTION WILL BE GREATLY APPRECIATED IN THIS MANNER.

SINCERELY



HARLEY L. DAVIS
AGENT FOR
ANTILLES AIR BOATS

ENC

JAC
544 3760 26005103A

544 3760 26005103A

ERO

MAR 14 3 03 PM '67
OKLAHOMA CITY, OKLA.

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

FRG

COLLECT

PHONE 305 688 0781 HIALEAH, FLORIDA

ANTILLES AIR BOATS, INC.
8120 WEST 12TH AVENUE
HIALEAH, FLORIDA

CERTIFICATE OF REGISTRATION FOR N7777V, GRUMMAN G-21, SERIAL
B-111, ISSUED AND MAILED 3-21-67, TO ANTILLES AIR BOATS, INC.,
39 STRAND STREET, CHRISTIANSTED, ST. CROIX, VIRGIN ISLANDS, WITH
COPY OF BILL OF SALE.

ORIGINAL SIGNED BY
VIRGINIA SWANICKER

LESTER G. ROBINSON, CHIEF
AIRCRAFT REGISTRATION BRANCH
FEDERAL AVIATION AGENCY

MVenters:mv:AC-253:x2143:3/22/67

CONCURRENCES

RTG. SYMBOL

INITIALS/SIG.

DATE

RTG. SYMBOL

INITIALS/SIG.

DATE

RTG. SYMBOL

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RTG. SYMBOL

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DATE

RTG. SYMBOL

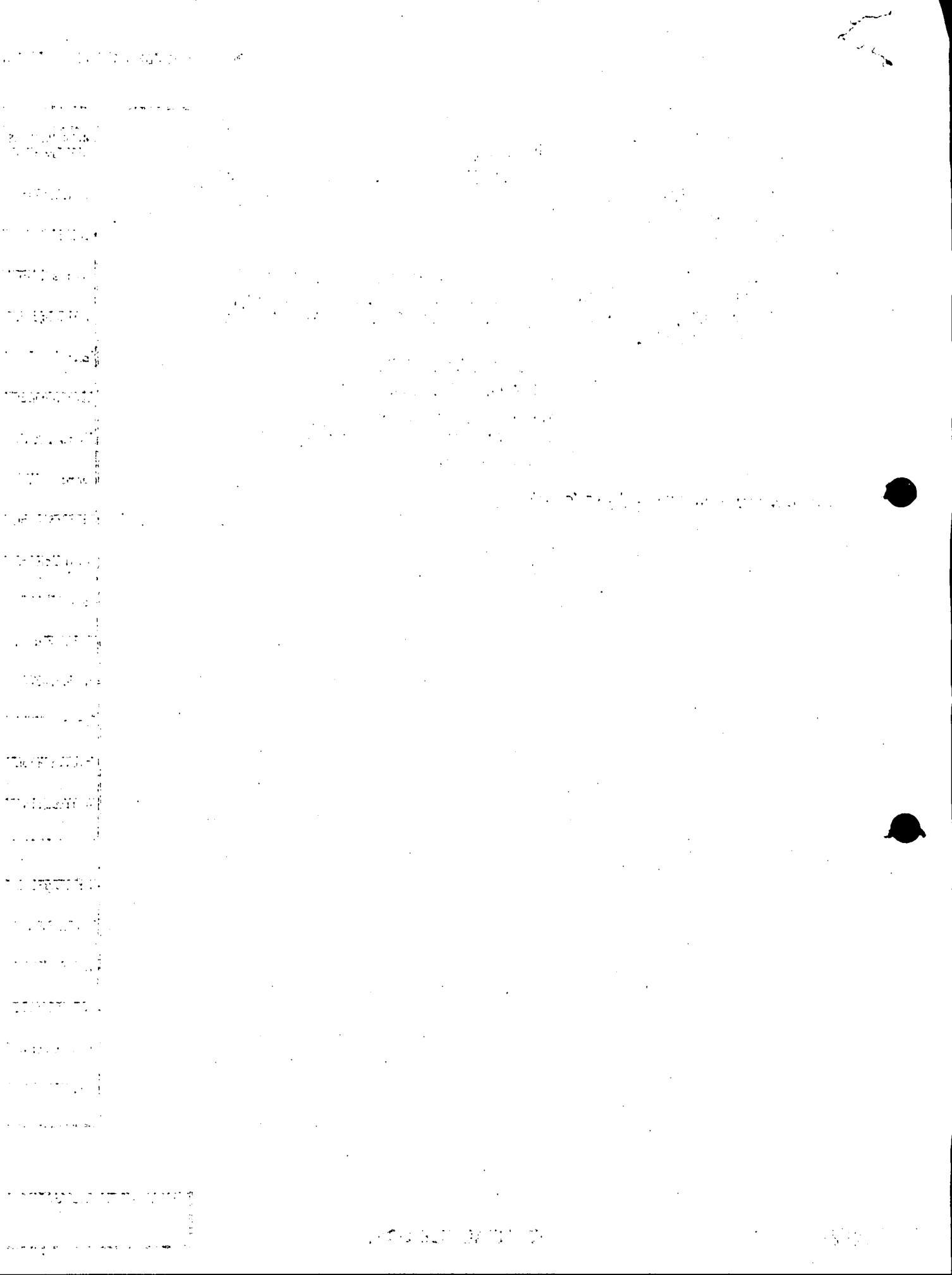
INITIALS/SIG.

DATE

RTG. SYMBOL

INITIALS/SIG.

DATE



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|--|-------|--|--|
| RECORD OF <input type="checkbox"/> VISIT <input type="checkbox"/> CONFERENCE OR <input type="checkbox"/> TELEPHONE CALL | | TIME | DATE <div style="font-size: 1.2em; font-family: cursive;">3-22-67</div> |
| NAME(s) OF PERSON(s) CONTACTED OR IN CONFERENCE AND LOCATION | | ROUTING | |
| <div style="font-size: 1.2em; font-family: cursive;">Shelley Antilles</div> | | SYMBOL | INITIALS |
| SUBJECT <div style="font-size: 1.2em; font-family: cursive;">77777V</div> | | | |
| DIGEST <div style="font-size: 1.2em; font-family: cursive;"> Antilles Air Boats, Inc - 8120 W. 12th Ave Hialeah, Fla. c/o Harley Davis <div style="text-align: right; margin-right: 50px;"> 305 Chgo 688 0781 </div> </div> | | | |
| <div style="font-size: 1.2em; font-family: cursive;"> File: 77777V reg. to an air B Inc Mar 21, 1967 Cert of reg + copy of B/S airmailed to 39 Strand St S Christiansted, St Croix, V.I. same date - </div> | | | |
| CONCLUSION, ACTION TAKEN, OR REQUIRED | | | |
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| | | | |
| DATE | TITLE | SIGNATURE <div style="font-size: 1.5em; font-family: cursive; margin-top: 10px;">J.S.</div> | |

