

U.S. DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration
Aircraft Registration Branch, AFS-750
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

RECORDING OF AIRCRAFT OWNERSHIP AND SECURITY DOCUMENTS

HOW TO RECORD

1. Any conveyance which affects title to, or any interest in, any specifically described aircraft, aircraft engine, aircraft propeller, or spare parts location, may be recorded. (See Items 2,3, and 4 below.) The complete, signed agreement of the parties (such as is contained in the security agreement) should be submitted to the FAA Aircraft Registry for recording. Promissory notes, financing statements, and disclosure statements are not appropriate documents to reflect the agreement of the parties, and are not recordable.

Requirements for recordation of lien conveyances are contained in the Federal Aviation Regulations, Part 49, "Recording of Aircraft Titles and Security Documents." (For sale by the Superintendent of Documents, U. S. Government Printing Office, Washington, D. C. 20402.

ELIGIBILITY

2. **AIRCRAFT.** To be eligible for recording, an instrument granting a security interest in an aircraft must be signed in ink and describe the aircraft by manufacturer, model, serial number, and registration number. The debtor must be the registered owner of the aircraft; be the owner of record on the date the instrument is executed, as evidenced by documents on file with the FAA Aircraft Registry; or the lien document be accompanied by the debtor's evidence of ownership, application, and \$5 registration fee. The recording fee of \$5 for each aircraft must accompany the security instrument.
3. **ENGINES AND PROPELLERS.** A lien instrument which affects title to, or interest in, a specifically identified aircraft engine of 750 or more rated take-off horsepower, may be recorded. A recording fee of \$5 is required for each engine or propeller described. The manufacturer, model, serial number, and horsepower (or its equivalent) of each engine and propeller must be shown. (1,875lbs. thrust is equivalent to 750 horsepower.)
4. **SPARE PARTS LOCATIONS.** An instrument executed for security purposes which affects title to, or interest in, and aircraft engine, propeller, or appliance maintained by, or on behalf of, an air carrier for installation or use in aircraft, in aircraft engines or propellers, or any spare parts maintained at designated location by, or on behalf of, such an air carrier, may be recorded. The air carrier must have been certificated under Section 604(b) of the Federal Aviation Act of 1958. The instrument must contain the statement that the spare parts are being maintained by, or for, an air carrier certificated under Section 604(b); the specific location or locations of the spare parts; and the name of the carrier.

NAME REQUIREMENTS

5. It is important that a name be the same on all conveyances submitted. A corporation has only one name under which it is incorporated; do not use abbreviated or shortened names. An individual should avoid the use of nicknames and should show "Jr." and "Sr." if applicable. A woman's full given name should be used (Harriet A Jones) rather than her married name (Mrs. George E. Jones).
6. **TRADE NAME.** When a trade name is used by an individual, by co-owners, or by a corporation, the trade name alone is not sufficient since it is not the legal entity owning the aircraft. The trade name may appear on the conveyances in addition to the legal name of the owner.

REQUIREMENTS FOR RECORDING

7. **TRANSFER OF EQUITABLE INTEREST.** A transfer of equitable interest under a contract of conditional sale or lease with a purchase option, previously recorded with the FAA Aircraft Registry, shall be executed by the original conditional buyer (or their assignee) and the seller under the contract of conditional sale (or their assignee) to show consent to the transfer. It shall describe the original contract, including the date; names of parties; date of FAA recording and conveyance number; and the aircraft by make, model, serial number, and registration number. A recording fee, in addition to the registration fee, is required.
 8. **TRANSFER OF INTEREST.** A transfer of interest (by an instrument other than a bill of sale) in an aircraft subject to a security agreement whereby the seller conveys all their rights, title, and interest in an aircraft to a purchaser is eligible for recording as evidence of ownership. The transfer agreement should be signed by the seller, the purchaser (if they assume the debt), and by the lienholder to denote assent to the transfer. It shall describe the original agreement by its date; parties; date of FAA recording and conveyance number; and the aircraft by make, model, serial number, and registration number. A recording fee, in addition to the registration fee, is required.
 9. **ASSUMPTION AGREEMENT.** An assumption agreement, whereby a purchaser assumes the debt under a security agreement, may be recorded. The assumption agreement must be signed by the new obligor and bear the assent of the holder of the lien. The assumption must describe the recorded lien by its date, parties, date of recording, and conveyance number, and aircraft by make, model, serial number, and registration number. A recording fee of \$5 is required.
 10. **MORTGAGE BY ONE CO-OWNER.** A security instrument executed by one co-owner may be recorded if the conveyance specifically sets forth that they are mortgaging only their interest. The title "co-owner" must be shown beside the debtor's name in the signature element.
 11. **ASSIGNMENT.** An assignment of a security interest by a secured party which is not attached to, or part of, the original instrument may be recorded separately. The assignment must describe the original security instrument by date, parties, collateral, and FAA recording date and conveyance number. The assignment must be signed by the assignor and accompanied by the recording fee of \$5 for each piece of collateral affected.
 12. **AMENDMENT OR SUPPLEMENT.** An amendment or supplement to a recorded conveyance may be recorded if it describes the original conveyance by date, parties, and FAA recording date and conveyance number. It must meet the signature requirements of the original instrument. A recording fee of \$5 for each piece of affected collateral is required.
- ### CONVEYANCES SUBMITTED FOR THE RECORD
13. **CONVEYANCE FILED IN ERROR.** When a conveyance is filed in error or a transaction is not completed after documentation is submitted, the record may be set straight by the submission of a statement signed by the parties to the conveyance explaining the circumstances. The erroneous conveyance should be described by date, parties, collateral, and, if recorded, the FAA recording date and conveyance number. There is a \$5 fee for each aircraft for which such a statement is recorded.

14. **DISCLAIMER OF INTEREST.** A statement disclaiming any interest in a specifically described aircraft may be recorded upon payment of a \$5 recording fee. A disclaimer is not generally appropriate for recorded or unrecorded lien conveyances in the aircraft record (releases are required). The disclaimer is to disclaim any interest in the aircraft itself.

GENERAL INFORMATION

15. **RELEASE.** When a security instrument is recorded, notice is sent to the holder of the security interest if their mailing address is shown on the instrument. When the terms of the recorded conveyance have been satisfied, the holder should complete and sign the suggested release form at the bottom of the notice of recordation. If an equivalent release form is used, it must be signed by the lienholder and must describe the conveyance it is releasing by date, collateral, parties, FAA recording date, and conveyance number. A security instrument marked "PAID" is not sufficient to record the release of security interest. There is no fee for recording a release.
16. **CONVEYANCES FILED.** Except as provided in 17, all conveyances filed for recordation which are subsequently recorded become a part of the permanent aircraft record and may not be returned. Copies of any document on file may be obtained upon request and payment of copy fee for each page furnished, in addition to a \$2 search fee.
17. **RETURN OF ORIGINAL.** If a person submitting a conveyance for recording wants the original returned, they must submit a certified true copy of the original. After recording, the copy is kept by the FAA and the original is returned to the sender stamped with the date and time of recording. (See Certified True Copy, Item 33.)

SIGNATURE REQUIREMENTS

18. **INDIVIDUAL.** When an aircraft is owned by one person, they are the individual owner. Their title in connection with aircraft instruments is "owner." The individual owner's name must be shown in addition to a trade name if one is used. (Example: John Doe, D.B.A. Doe Aircraft, signed by John Doe, owner.)
19. **CO-OWNERS.** When an aircraft is owned by two or more persons as co-owners, each person who shares title to the aircraft must sign all instruments relating to the aircraft. The appropriate title would be "co-owner." Each co-owners' name must appear in addition to a trade name if one is used. If a corporation is a co-owner, the person(s) signing on behalf of the corporation must be identified by their corporate position.
20. **PARTNERSHIP.** The names of all general partners must be stated with the partnership name on the application for registration. If there is only one general partner, so state. One partner may sign instruments for the partnership if the full partnership name is shown and the title, "partner," follows their signature. The partnership name is either the name under which the partners do business or, if none, the names of all general partners. An aircraft owned by a partnership which has a corporation as a member (general or limited) is not eligible for registration. Such a partnership does not come with the definition of "citizen of the United States" (49 USC 1301(16)).
21. **CORPORATION.** The name of the corporation must be shown, and a corporate officer or a person in a managerial position must sign the instrument and show their organization title.
22. **GOVERNMENT.** Persons signing conveyances for government-owned aircraft must show their title as evidence of the capacity in which they act.

AUTHORITY TO SIGN FOR ANOTHER

23. In order to accept signatures not meeting the requirements of Items 18, 19, 20, and 21, above, a copy of the document authorizing the signer to act must be submitted.

24. **AGENT.** Submit the original or a certified true copy of the document authorizing the agent to act; i.e., power of attorney, signed by the individual, all co-owners, or a general partner, whichever is applicable. When signing for a corporation, submit a copy of the resolution of the board of directors authorizing the agent to act, certified as true by a corporate officer or someone in a managerial position. (See Certified True Copy Requirements, Item 32.)

The principal's name should be shown, followed by the agent's signature and title. Example: John Miller by Sidney Smith, attorney-in-fact.

25. **GUARDIAN.** The guardian of another person's property which includes an aircraft, must submit a certified true copy of the court order appointing the guardian. The names of both the owner and guardian should appear on all documents where the signature of the guardian on behalf of the owner is required.
26. **ESTATE.** A conveyance executed on behalf of the estate of a deceased owner must be signed by the authorized representative of the estate and should be accompanied by that representative's authority to sign for the estate, unless such authority is already on file with us. The name of the estate should be shown, followed by the representative's signature and title; i.e., Estate of John Doe by Richard Roe, Executor. The representative's name must be signed exactly as it appears on the authorization document.
27. **EXECUTOR OR ADMINISTRATOR.** A certified true copy of Letters Testamentary or Letters of Administration is required as authority for an executor or administrator to act.

28. **HEIR-AT-LAW.** If no executor or administrator is appointed, a notarized statement from the heir-at-law is required. The affidavit should state that no application has been made for the appointment of an executor or administrator and that, insofar as the affiant can determine, no such application will be made; that they are the person entitled to the aircraft under the laws of the state having jurisdiction; or that under such laws they have the right to dispose of the aircraft.
29. **TRUSTEE.** The appointed trustee must submit a certified true copy of the court order appointing the trustee or, if appointed without a court order, a certified true copy of the complete trust instrument. (see Certified True Copy Requirements, item 33.)
30. **TRUSTEE IN BANKRUPTCY.** A certified true copy of the court order naming the trustee is required to show the trustee's authority to sign. The bankrupt's name must be shown, followed by the signature and title of the trustee.

CHANGE OF NAME

31. When a change of name occurs, the original, certified true copy, or photostatic copy of the instrument approving the change is required; i.e., marriage certificate, certificate from the Secretary of State, certificate from Comptroller of U. S. Currency, approved merger agreement, etc. A photostatic copy must show official's name, title, and state seal if applicable.

CERTIFIED TRUE COPY

32. A certified true copy must be a complete copy of the original, including all terms, signatures, and dates, to which is attached a signed statement that the copy has been compared with the original and that it is a true copy. The copy must be legible, reproducible, and printed on paper permanent in nature.

A document issued by a court of law should be certified as true by an officer of the court.

Statutory: 49 United States Code 1301 et seq.

Regulatory: 14 Code of Federal Regulations Parts 47 and 49.