

RP JUL 14 2005

June 3, 2005

Lori R. Griffin
Escrow Administrator
Griffin Title and Escrow, Inc.
1009 N. Meridian Ave.
Oklahoma City, OK 73107

Dear Ms. Griffin:

Aircraft N518EJ

Your facsimile message of May 24, 2005 forwarded a copy of a Bond as Substitution of Lien on Aircraft (Bond), which is connected with a mechanic's lien recorded on the registration records of the above referenced aircraft, along with a letter from a legal representative for the owner of the aircraft. You have asked in your message as to whether the Bond releases the mechanic's lien that was previously filed on the aircraft.

It is our view that the legal effect or impact of the Bond's recordation is dependent upon the State law that applies to matters involving the imposition of a mechanic's lien and the subsequent filing of a bond, which is substituted for a lien. The only legal issue which we can address is whether the Bond meets the requirements for recordation, pursuant to 49 U.S.C. § 44107(a). Our view is that the Bond is a recordable instrument, since it affects the mechanic's lien, which itself affects an interest in the above referenced aircraft.

Title 49 United States Code, section 44108(c) provides as follows:

Applicable laws.--(1) The validity of a conveyance, lease, or instrument that may be recorded under section 44107 of this title is subject to the laws of the State, the District of Columbia, or the territory or possession of the United States at which the conveyance, lease, or instrument is delivered, regardless of the place at which the subject of the conveyance, lease, or instrument is located or delivered. If the conveyance, lease, or instrument specifies the place at which delivery is intended, it is presumed that the conveyance, lease, or instrument was delivered at the specified place.

As you can see, while the statute recognizes conveyances, leases or other instruments may be recordable under 49 U.S.C. § 44107, the validity of an instrument is to be determined by the laws of the place of delivery. For that reason, we respectfully decline

to opine in this matter. Rather, we defer to the applicable Connecticut State law for a determination as to the effect of the Bond, since the Bond was issued by a Connecticut court.

Sincerely,

Joseph R. Standell
Aeronautical Center Counsel

By:

Alonso J. Rodriguez
Senior Attorney