

U.S. DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Aircraft Registration Branch

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RECORDING OF AIRCRAFT OWNERSHIP AND SECURITY DOCUMENTS

HOW TO RECORD

1. Any conveyance affecting title to, or interest in, any specific aircraft, aircraft engine, aircraft propeller, or spare parts location, may be recorded. (See Items 2, 3, and 4 below.) Send the complete, signed agreement of the parties to the Aircraft Registration Branch for recording. Documents, like promissory notes, that do not affect an interest are not recordable.

Requirements for the recording of ownership or security conveyances are contained in the Code of Federal Regulations, 14 CFR Part 49 - Recording of Aircraft Titles and Security Documents, which is available at the U.S. Government Publishing Office website: <http://www.ecfr.gov>

ELIGIBILITY

2. **AIRCRAFT.** A conveyance granting a security interest in an aircraft must be signed by the parties to the agreement 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 conveyance is executed, as evidenced by documents on file with the Aircraft Registration Branch; or the conveyance is accompanied by the debtor's evidence of ownership, application, and \$5 registration fee. A \$5 recording fee is required for each aircraft shown.
3. **ENGINES AND PROPELLERS.** A security conveyance affecting an interest in 1) an aircraft engine of 550 or more rated take-off horsepower (1,750 lbs. thrust), or 2) an aircraft propeller capable of absorbing 750 or more take-off horsepower (1,875 lbs. thrust) may be recorded. Describe each engine or propeller by manufacturer, model, serial number, and horsepower or pounds thrust. A \$5 recording fee is required for each engine or propeller shown.
4. **SPARE PARTS LOCATIONS.** A security conveyance affecting title to, or interest in, an aircraft engine, propeller, or appliance maintained by, or on behalf of, an air carrier for installation or use in aircraft, aircraft engines or propellers, or any spare parts maintained at a designated location by, or on behalf of, such an air carrier, may be recorded. The air carrier must be certificated under Title 49 United States Code 44705. The conveyance must contain the statement that the spare parts are being maintained by, or for, an air carrier certificated under 49 USC 44705; the specific location or locations of the spare parts; and the name of the air carrier.

NAME REQUIREMENTS

5. The name must 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 (Jane Doe) rather than her married name (Mrs. John Doe).
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 conveyance in addition to the legal name of owner. Example: John Doe d.b.a. Doe Air.

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 Aircraft Registration Branch, 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. The transfer must describe the original contract by the date, names of parties, FAA recording number and date, and the aircraft by manufacturer, 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 conveyance where the seller conveys all right, title, and interest in an aircraft to a purchaser is eligible for recording as evidence of ownership. The transfer agreement must be signed by the seller, the purchaser (if they assume the debt), and by the lienholder to denote assent to the transfer. The transfer must describe the original agreement by its date, name of parties, FAA recording number and date, and the aircraft by manufacturer, model, serial number, and registration number. A recording fee, in addition to the registration fee, is required.
9. **ASSUMPTION AGREEMENT.** An assumption agreement, where a purchaser assumes the debt under a security conveyance, may be recorded. The assumption agreement must be signed by the new obligor and bear the assent of the holder of the conveyance. The assumption must describe the recorded conveyance by its date, parties, collateral, and its FAA recording number and date. A \$5 recording fee is required for each piece of affected collateral.
10. **MORTGAGE BY ONE CO-OWNER.** A security conveyance executed by one co-owner may be recorded if the conveyance specifically states they are mortgaging only their interest. The title "co-owner" must be shown beside the debtor's name in the signature portion.
11. **ASSIGNMENT.** An assignment of a security interest by a secured party which is not attached to, or part of, the original conveyance may be recorded separately. The assignment must describe the original security conveyance by date, name of parties, collateral, and FAA recording number and date. The assignment must be signed by the assignor and be accompanied by the \$5 recording fee for each piece of affected collateral.
12. **AMENDMENT OR SUPPLEMENT.** An amendment or supplement to a recorded conveyance may be recorded if it describes the original conveyance by date, name of parties, and FAA recording number and date. It must be signed by the parties to the original conveyance. A \$5 recording fee is required for each piece of affected collateral.
13. **IRREVOCABLE DE-REGISTRATION AND EXPORT REQUEST AUTHORIZATION (IDERA).** Effective March 1, 2006, an IDERA recognized under the Cape Town Treaty may be part of, or attached to, a security conveyance, or filed separately. The format and content should be the same as that found in the Annex to the Protocol to Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, available at www.unidroit.org. An IDERA filed separately must also describe the original security conveyance that it is related to by date, name of parties, and FAA recording number and date. **Acceptance of an IDERA does not ensure its enforceability.**

CONVEYANCES SUBMITTED FOR THE RECORD

14. **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 corrected by submitting a statement signed by the parties to the conveyance explaining the circumstances. The erroneous conveyance should be described by date, name of parties, collateral, and, if recorded, FAA recording number and date. A \$5 recording fee is required for each piece of affected collateral.
15. **DISCLAIMER OF INTEREST.** A statement disclaiming any interest in an aircraft, engine or propeller may be recorded upon payment of a \$5 recording fee for each piece of affected collateral. A disclaimer is not generally appropriate for recorded or unrecorded security conveyances (releases are required). The disclaimer is to simply disclaim any interest in the collateral shown.

GENERAL INFORMATION

16. **RELEASE.** When a security conveyance is recorded, a notice of recordation is sent to the security holder if their mailing address is shown. When the terms of the recorded conveyance are satisfied, the security holder should complete and sign the bottom of the notice of recordation. If an equivalent release form is used, it must be signed by the security holder and describe the conveyance being released by date, collateral, name of parties, and FAA recording number and date. A security conveyance marked "PAID" is not sufficient to record as a release of the security interest. There is no fee for recording a release.
17. **CONVEYANCES FILED.** Except as provided in Item 18, all conveyances filed for recording and subsequently recorded become a permanent part of the aircraft record and may not be returned.
18. **RETURN OF ORIGINAL.** If a party submitting a conveyance for recording wants the original returned, they must also submit a certified true copy of the original. After recording, the certified 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 34.)

SIGNATURE REQUIREMENTS

19. Conveyances submitted for recording must be signed appropriately. The Aircraft Registration Branch accepts original ink signed documents, or printed duplicates of electronic documents that display legible digital signatures. A legible and acceptable digital signature will:
 - a. Show the name of the signer applied in a manner to execute or validate the document. (Example: Digitally signed by *John J. Doe*).
 - b. Include the typed or printed name of the signer below or adjacent to the signature when the signature uses a digitized or scanned version of the signer's hand scribed signature, or the name is in a cursive font.
 - c. Show the signer's corporate, managerial, or partnership title as part of or adjacent to the digital signature when the signer is signing on behalf of an organization or legal entity.
 - d. Show evidence of authentication of the signer's identity such as the text "digitally signed by" along with the software provider's seal/watermark and date and time of execution; or have an authentication code or key identifying the software provider; and
 - e. Use a font, size and color density that is clearly legible and reproducible when copied and scanned into a black on white format.
20. **INDIVIDUAL.** When an aircraft is owned by one person, they are the individual owner. Their title on any document 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.
21. **CO-OWNERS.** When an aircraft is owned by two or more parties as co-owners, each party who shares title to the aircraft must sign all documents. The appropriate title would be "co-owner." Each co-owner's name must appear in addition to a trade name if one is used. If a corporation is a co-owner, the person signing on behalf of the corporation must also show a corporate or managerial title.
22. **PARTNERSHIP.** The names of all general partners must be shown with the partnership name in the Aircraft Registration Application name of applicant block. If there is only one general partner, so state. One partner may sign documents 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 within the definition of "citizen of the United States" [49 U.S.C. 40102(a)(15)].
23. **CORPORATION.** The name of the corporation must be shown, and a corporate officer or a person in a managerial position must sign the document and show their corporate or managerial title.
24. **GOVERNMENT.** Persons signing documents for government owned aircraft must show their title as evidence of the capacity in which they act.

AUTHORITY TO SIGN FOR ANOTHER

25. To accept signatures not meeting the requirements of Items 20 through 24, a certified true copy of the document authorizing the signer to act must be submitted unless such authority is already on file with the Aircraft Registration Branch.
26. **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 (See Certified True Copy, item 34). A corporation must submit a copy of the resolution of the board of directors authorizing the agent to act, certified as true by a corporate officer or manager. An authorization is accepted as valid up to an expiration date stated therein or three years from the date it was signed. The principal's name should be shown, followed by the agent's signature and title. Example: John Doe by Jane Doe, Power of Attorney.
27. **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 (See Certified True Copy, item 34). The names of both the owner and guardian should appear on all documents. Example: John Doe by Jane Doe, Guardian.
28. **ESTATE.** A document 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 the Aircraft Registration Branch. The name of the estate should be shown, followed by the representative's signature and title. Example: Estate of John Doe by Jane Doe, Administrator. The representative's name must be shown exactly as it appears on the authorization document.
29. **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. (See Certified True Copy, item 34)
30. **HEIR-AT-LAW.** If no executor or administrator is appointed, a notarized affidavit 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. The affidavit should describe the aircraft by manufacturer, model, serial number, and registration number. A suggested heir-at-law affidavit can be found on our website.
31. **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, item 34)
32. **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 party's name must be shown, followed by the signature and title of the trustee. (See Certified True Copy, item 34)

CHANGE OF NAME

33. When a change of name occurs, the original, certified true copy, or photocopy 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 photocopy must show official's name, title, and state seal if applicable.

CERTIFIED TRUE COPY

34. A certified true copy must be a complete copy (front and back) 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 certified true copy. The copy must be legible and reproducible. A document issued by a court of law must be certified as true by an officer of the court.

FEES

35. The current recording fees for a conveyance of ownership or other interest in an aircraft, or a conveyance made for security purposes of an aircraft, engine, or propeller, or for engines, propellers, appliances, or spare parts maintained at a designated location on behalf of an air carrier are published in 14 C.F.R. Part 49.15 - Fees.