

§ 49.1

44108, 44110-44113, 44704, 44713, 45302, 46104, 46301.

SOURCE: Docket No. 1996, 29 FR 6486, May 19, 1964, unless otherwise noted.

Subpart A—Applicability

§ 49.1 Applicability.

(a) This part applies to the recording of certain conveyances affecting title to, or any interest in—

(1) Any aircraft registered under 49 U.S.C. 44101-44104;

(2) Any specifically identified aircraft engine of 750 or more rated take-off horsepower, or the equivalent of that horsepower;

(3) Any specifically identified aircraft propeller able to absorb 750 or more rated takeoff shaft horsepower; and

(4) Any aircraft engine, propeller, or appliance maintained by or for an air carrier certificated under 49 U.S.C. 44705, for installation or use in an aircraft, aircraft engine, or propeller, or any spare part, maintained at a designated location or locations by or for such an air carrier.

(b) Subpart B of this part governs, where applicable by its terms, conveyances subject to this part.

[Docket No. 1996, 29 FR 6486, May 19, 1964, as amended by Amdt. 49-10, 70 FR 246, Jan. 3, 2005]

Subpart B—General

§ 49.11 FAA Aircraft Registry.

To be eligible for recording, a conveyance must be mailed to the FAA Aircraft Registry, Department of Transportation, Post Office Box 25504, Oklahoma City, Oklahoma 73125-0504, or delivered to the Registry at 6425 S. Denning Ave., Oklahoma City, Oklahoma 73169.

[Amdt. 49-10, 70 FR 246, Jan. 3, 2005]

§ 49.13 Signatures and acknowledgments.

(a) Each signature on a conveyance must be in ink.

(b) Paragraphs (b) through (f) of § 47.13 of this chapter apply to a conveyance made by, or on behalf of, one or more persons doing business under a trade name, or by an agent, corpora-

tion, partnership, coowner, or unincorporated association.

(c) No conveyance or other instrument need be acknowledged, as provided in 49 U.S.C. 44107(c), in order to be recorded under this part. The law of the place of delivery of the conveyance determines when a conveyance or other instrument must be acknowledged in order to be valid for the purposes of that place.

(d) A power of attorney or other evidence of a person's authority to sign for another, submitted under this part, is valid for the purposes of this section, unless sooner revoked, until—

(1) Its expiration date stated therein; or

(2) If an expiration date is not stated thereon, for not more than 3 years after the date—

(i) It is signed; or

(ii) The grantor (a corporate officer or other person in a managerial position therein, where the grantor is a corporation) certifies in writing that the authority to sign shown by the power of attorney or other evidence is still in effect.

[Doc. No. 7190, 31 FR 4499, Mar. 17, 1966, as amended by Amdt. 49-2, 31 FR 15349, Dec. 8, 1966; Amdt. 49-6, 36 FR 8661, May 11, 1971; Amdt. 49-10, 70 FR 246, Jan. 3, 2005]

§ 49.15 Fees for recording.

(a) The fees charged for recording conveyances under this part are as follows:

(1) Conveyance of aircraft—	
For each aircraft listed therein	\$5.00
(2) Conveyance, made for security purposes, of a specifically identified aircraft engine or propeller, or any assignment or amendment thereof, or supplement thereto, recorded under Subpart D—	
For each engine or propeller	5.00
(3) Conveyance, made for security purposes, of aircraft engines, propellers, appliances, or spare parts, maintained at a designated location or locations, or any assignment or amendment thereof, or supplement thereto, recorded under Subpart E—	
For the group of items at each location	5.00

(b) There is no fee for recording a bill of sale that accompanies an application for aircraft registration and the proper fee under Part 47 of this chapter.

(c) Each conveyance must be accompanied by the proper fee, that may be

paid by check or money order to the Federal Aviation Administration.

[Doc. No. 1996, 29 FR 6486, May 19, 1964, as amended by Amdt. 49-1, 31 FR 4499, Mar. 17, 1966; Doc. No. 8084, 32 FR 5769, Apr. 11, 1967]

§ 49.17 Conveyances recorded.

(a)(1) Each instrument recorded under this part is a “conveyance” within the following definition in 49 U.S.C. 40102(a)(19):

“Conveyance” means an instrument, including a conditional sales contract, affecting title to, or an interest in, property.

(2) A notice of Federal tax lien is not recordable under this part, since it is required to be filed elsewhere by the Internal Revenue Code (26 U.S.C. 6321, 6323; 26 CFR 301.6321-1, 301.6323-1).

(b) The kinds of conveyance recordable under this part include those used as evidence of ownership under § 47.11 of this chapter.

(c) The validity of any instrument, eligible for recording under this part, is governed by the laws of the State, possession, Puerto Rico, or District of Columbia, as the case may be, in which the instrument was delivered, regardless of the location or place of delivery of the property affected by the instrument. If the place where an instrument is intended to be delivered is stated in the instrument, it is presumed that the instrument was delivered at that place. The recording of a conveyance is not a decision of the FAA that the instrument does, in fact, affect title to, or an interest in, the aircraft or other property it covers.

(d) The following rules apply to conveyances executed for security purposes and assignments thereof:

(1) A security agreement must be signed by the debtor. If the debtor is not the registered owner of the aircraft, the security agreement must be accompanied by the debtor’s Application for Aircraft Registration and evidence of ownership, as prescribed in Part 47 of this chapter, unless the debtor—

(i) Holds a Dealer’s Aircraft Registration Certificate and submits evidence of ownership as provided in § 47.67 of this chapter (if applicable);

(ii) Was the owner of the aircraft on the date the security agreement was

signed, as shown by documents recorded at the FAA Aircraft Registry; or

(iii) Is the vendor, bailor, or lessor under a contract of conditional sale.

(2) The name of a cosigner may not appear in the security agreement as a debtor or owner. If a person other than the registered owner signs the security agreement, that person must show the capacity in which that person signs, such as “cosigner” or “guarantor”.

(3) An assignment of an interest in a security agreement must be signed by the assignor and, unless it is attached to and is a part of the original agreement, must describe the agreement in sufficient detail to identify it, including its date, the names of the parties, the date of FAA recording, and the recorded conveyance number.

(4) An amendment of, or a supplement to, a conveyance executed for security purposes that has been recorded by the FAA must meet the requirements for recording the original conveyance and must describe the original conveyance in sufficient detail to identify it, including its date, the names of the parties, the date of FAA recording, and the recorded conveyance number.

(5) Immediately after a debt secured by a conveyance given for security purposes has been satisfied, or any of the encumbered aircraft have been released from the conveyance, the holder shall execute a release on AC Form 8050-41, Part II—Release, provided to him by the FAA when the conveyance was recorded by the FAA, or its equivalent, and shall send it to the FAA Aircraft Registry for recording. If the debt is secured by more than one aircraft and all of the collateral is released, the collateral need not be described in detail in the release. However, the original conveyance must be clearly described in enough detail to identify it, including its date, the names of the parties, the date of FAA recording, and the recorded conveyance number.

(6) A contract of conditional sale, as defined in 49 U.S.C. 40102(a)(18), must be signed by all parties to the contract.

[Doc. No. 1996, 29 FR 6486, May 19, 1964, as amended by Amdt. 49-1, 31 FR 4499, Mar. 17, 1966; Amdt. 49-9, 53 FR 1915, Jan. 25, 1988; Amdt. 49-10, 70 FR 246, Jan. 3, 2005]