

§ 44A-60. Notice of lien on an aircraft.

(a) The lien under G.S. 44A-55 expires 120 days after the date the lienor voluntarily surrenders possession of the aircraft, unless the lienor, prior to the expiration of the 120-day period, files a notice of lien in the office of the clerk of court of the county in which the labor, skill, or materials were expended on the aircraft, or the storage was furnished for the aircraft.

(b) The notice of lien shall state all of the following:

- (1) The name of the lienor.
- (2) The name of the registered owner of the aircraft, if known.
- (3) The name of the person with whom the lienor entered into a contract for labor, skill, or materials on the aircraft, or storage of the aircraft.
- (4) A description of the aircraft sufficient for identification.
- (5) The amount for which the lien is claimed.
- (6) The dates upon which the expenditure of labor, skill, materials, or storage was commenced and completed, or, if not completed, the date through which the claimed amount is calculated.

(c) The notice of lien shall be sworn to or affirmed, and subscribed by the lienor, or by someone on the lienor's behalf having personal knowledge of the facts.

(d) The notice of lien shall be in substantially the following form:

"NOTICE OF LIEN ON AIRCRAFT

[Lienor] Lienor, v. [Owner] Owner

Notice is hereby given that [Lienor](name) claims a lien upon _____ [aircraft](describe the aircraft) for labor, skill, or materials expended on, and for storage furnished for, this aircraft; that the name of the registered owner or reputed owner, if the aircraft is not registered or the registered owner is not known, is [Owner](name), that the labor, skill, or materials were expended on the aircraft commencing the ____ day of _____, and storage was furnished on the aircraft commencing the ____ day of _____, and the labor, skill, materials, and storage furnished by the lienor [was completed] [is ongoing] on the ____ day of _____; that 120 days have not elapsed since the aircraft was released by the lienor; that the amount the lienor demands for the labor, skill, materials, and storage furnished, as of the date hereof is \$_____ (amount); that no part thereof has been paid except \$_____ (amount); and that there is now due and remaining unpaid, after deducting all credits and offsets, the sum of \$_____ (amount), in which amount [Lienor](name) claims a lien upon the aircraft.

(Signed) _____ (Lienor)
Address of Lienor _____

State of North Carolina
County of _____

Sworn to (or affirmed) and subscribed before me this day by [name of principal].

Date: _____ [Official Signature of Notary]

_____ [Notary's printed or typed name], Notary Public

_____ My Commission Expires:[Date]

[Official Seal]" (2006-222, s. 1.1.)