

**SB231 INTRODUCED**



1 0ZXNCC-1  
2 By Senator Smitherman  
3 RFD: Judiciary  
4 First Read: 20-Apr-23  
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SYNOPSIS:

This bill would provide a substantial revision to the Uniform Commercial Code (UCC) by adopting the Uniform Commercial Code Amendments (2022), which includes a new UCC article that governs the transfer of property rights in certain intangible digital assets (controllable electronic records), including electronic rights to payment, and would provide for a manner to establish control of those assets, provide a mechanism for evidencing certain rights of payment, and adopt special rules with regard to the payment obligations and conditions of discharge of account debtors on controllable accounts and controllable payment obligations.

This bill would provide extensive amendments to Article 9 of the UCC to address security interests in controllable electronic records and the rights to payment for those records, including controllable accounts and controllable payment intangibles, and that a security interest in these assets may be perfected by a secured party obtaining control of the asset or by filing a financing statement.

This bill would also provide transitional provisions for the Uniform Commercial Code Amendments (2022).



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29 A BILL  
30 TO BE ENACTED  
31 AN ACT

32  
33 Relating to the Uniform Commercial Code; to add  
34 Article 12 to the Uniform Commercial Code to govern the  
35 property rights of certain intangible digital assets  
36 (controllable electronic records), including electronic rights  
37 to payment, to provide for a manner to establish the transfer  
38 and control of those assets, to provide a mechanism for  
39 evidencing certain rights of payment, and to adopt special  
40 rules with regard to the payment obligations and conditions of  
41 discharge of account debtors on controllable accounts and  
42 controllable payment intangibles; to amend Sections 7-1-201,  
43 7-1-204, 7-1-301, 7-1-306, 7-2-102, 7-2-106, 7-2-201, 7-2-202,  
44 7-2-203, 7-2-205, 7-2-209, 7-2A-102, 7-2A-103, 7-2A-107,  
45 7-2A-201, 7-2A-202, 7-2A-203, 7-2A-205, 7-2A-208, 7-3-104,  
46 7-3-105, 7-3-401, 7-3-604, 7-4A-103, 7-4A-201, 7-4A-202,  
47 7-4A-203, 7-4A-207, 7-4A-208, 7-4A-210, 7-4A-211, 7-4A-305,  
48 7-5-104, 7-5-116, 7-7-102, 7-7-106, 7-8-102, 7-8-103, 7-8-106,  
49 7-8-110, 7-8-303, 7-9A-102, 7-9A-104, 7-9A-105, 7-9A-203,  
50 7-9A-204, 7-9A-207, 7-9A-208, 7-9A-209, 7-9A-210, 7-9A-301,  
51 7-9A-304, 7-9A-305, 7-9A-310, 7-9A-312, 7-9A-313, 7-9A-314,  
52 7-9A-316, 7-9A-317, 7-9A-323, 7-9A-324, 7-9A-330, 7-9A-331,  
53 7-9A-332, 7-9A-334, 7-9A-341, 7-9A-404, 7-9A-406, 7-9A-408,  
54 7-9A-509, 7-9A-513, 7-9A-601, 7-9A-605, 7-9A-608, 7-9A-611,  
55 7-9A-613, 7-9A-614, 7-9A-615, 7-9A-616, 7-9A-619, 7-9A-620,  
56 7-9A-621, 7-9A-624, and 7-9A-628, Code of Alabama 1975, and to



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57 add Sections 7-9A-107A, 7-9A-107B, 7-9A-306A, 7-9A-306B,  
58 7-9A-314A, and 7-9A-326A to the Code of Alabama 1975, to  
59 provide a substantial revision to the Uniform Commercial Code  
60 in conformity with a substantial portion of the Uniform  
61 Commercial Code Amendments (2022), to clarify the meaning of  
62 the term chattel paper and other definitions, to define and  
63 provide for hybrid transactions, and to provide extensive  
64 amendments to the Uniform Commercial Code providing for the  
65 perfection of security interests in controllable electronic  
66 records, documents of title, chattel paper, and other assets;  
67 and to add Article 12A to the Uniform Commercial Code to  
68 provide transitional provisions for the Uniform Commercial  
69 Code Amendments (2022).Relating to the Uniform Commercial  
70 Code; to add Article 12 to the Uniform Commercial Code to  
71 govern the property rights of certain intangible digital  
72 assets (controllable electronic records), including electronic  
73 rights to payment, to provide for a manner to establish the  
74 transfer and control of those assets, to provide a mechanism  
75 for evidencing certain rights of payment, and to adopt special  
76 rules with regard to the payment obligations and conditions of  
77 discharge of account debtors on controllable accounts and  
78 controllable payment intangibles; to amend Sections 7-1-201,  
79 7-1-204, 7-1-301, 7-1-306, 7-2-102, 7-2-106, 7-2-201, 7-2-202,  
80 7-2-203, 7-2-205, 7-2-209, 7-2A-102, 7-2A-103, 7-2A-107,  
81 7-2A-201, 7-2A-202, 7-2A-203, 7-2A-205, 7-2A-208, 7-3-104,  
82 7-3-105, 7-3-401, 7-3-604, 7-4A-103, 7-4A-201, 7-4A-202,  
83 7-4A-203, 7-4A-207, 7-4A-208, 7-4A-210, 7-4A-211, 7-4A-305,  
84 7-5-104, 7-5-116, 7-7-102, 7-7-106, 7-8-102, 7-8-103, 7-8-106,



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85 7-8-110, 7-8-303, 7-9A-102, 7-9A-104, 7-9A-105, 7-9A-203,  
86 7-9A-204, 7-9A-207, 7-9A-208, 7-9A-209, 7-9A-210, 7-9A-301,  
87 7-9A-304, 7-9A-305, 7-9A-310, 7-9A-312, 7-9A-313, 7-9A-314,  
88 7-9A-316, 7-9A-317, 7-9A-323, 7-9A-324, 7-9A-330, 7-9A-331,  
89 7-9A-332, 7-9A-334, 7-9A-341, 7-9A-404, 7-9A-406, 7-9A-408,  
90 7-9A-509, 7-9A-513, 7-9A-601, 7-9A-605, 7-9A-608, 7-9A-611,  
91 7-9A-613, 7-9A-614, 7-9A-615, 7-9A-616, 7-9A-619, 7-9A-620,  
92 7-9A-621, 7-9A-624, and 7-9A-628, Code of Alabama 1975, and to  
93 add Sections 7-9A-107A, 7-9A-107B, 7-9A-306A, 7-9A-306B,  
94 7-9A-314A, and 7-9A-326A to the Code of Alabama 1975, to  
95 provide a substantial revision to the Uniform Commercial Code  
96 in conformity with a substantial portion of the Uniform  
97 Commercial Code Amendments (2022), to clarify the meaning of  
98 the term chattel paper and other definitions, to define and  
99 provide for hybrid transactions, and to provide extensive  
100 amendments to the Uniform Commercial Code providing for the  
101 perfection of security interests in controllable electronic  
102 records, documents of title, chattel paper, and other assets;  
103 and to add Article 12A to the Uniform Commercial Code to  
104 provide transitional provisions for the Uniform Commercial  
105 Code Amendments (2022).

106 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

107 Section 1. Sections 7-1-201, 7-1-204, 7-1-301,  
108 7-1-306, 7-2-102, 7-2-106, 7-2-201, 7-2-202, 7-2-203, 7-2-205,  
109 7-2-209, 7-2A-102, 7-2A-103, 7-2A-107, 7-2A-201, 7-2A-202,  
110 7-2A-203, 7-2A-205, 7-2A-208, 7-3-104, 7-3-105, 7-3-401,  
111 7-3-604, 7-4A-103, 7-4A-201, 7-4A-202, 7-4A-203, 7-4A-207,  
112 7-4A-208, 7-4A-210, 7-4A-211, 7-4A-305, 7-5-104, 7-5-116,



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113 7-7-102, 7-7-106, 7-8-102, 7-8-103, 7-8-106, 7-8-110, 7-8-303,  
114 7-9A-102, 7-9A-104, 7-9A-105, 7-9A-203, 7-9A-204, 7-9A-207,  
115 7-9A-208, 7-9A-209, 7-9A-210, 7-9A-301, 7-9A-304, 7-9A-305,  
116 7-9A-310, 7-9A-312, 7-9A-313, 7-9A-314, 7-9A-316, 7-9A-317,  
117 7-9A-323, 7-9A-324, 7-9A-330, 7-9A-331, 7-9A-332, 7-9A-334,  
118 7-9A-341, 7-9A-404, 7-9A-406, 7-9A-408, 7-9A-509, 7-9A-513,  
119 7-9A-601, 7-9A-605, 7-9A-608, 7-9A-611, 7-9A-613, 7-9A-614,  
120 7-9A-615, 7-9A-616, 7-9A-619, 7-9A-620, 7-9A-621, 7-9A-624,  
121 and 7-9A-628, Code of Alabama 1975, are amended to read as  
122 follows:

123           "§7-1-201.General definitions.

124           (a) [Reserved].

125           (b) Subject to ~~additional~~ definitions contained in ~~the~~  
126 ~~subsequent other~~ articles of ~~this title~~ the Uniform Commercial  
127 Code which are applicable that apply to ~~specific particular~~  
128 articles or parts thereof, ~~and unless the context otherwise~~  
129 ~~requires, in this title:~~

130           (1) "Action," in the sense of a judicial proceeding,  
131 includes recoupment, counterclaim, set-off, suit in equity,  
132 and any other proceeding in which rights are determined.

133           (2) "Aggrieved party" means a party entitled to pursue  
134 a remedy.

135           (3) "Agreement," as distinguished from "contract,"  
136 means the bargain of the parties in fact, as found in their  
137 language or inferred from other circumstances, including  
138 course of performance, course of dealing, or usage of trade as  
139 provided in Section 7-1-303.

140           (4) "Bank" means a person engaged in the business of



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141 banking and includes a savings bank, savings and loan  
142 association, credit union, and trust company.

143 (5) "Bearer" means a person in control of a negotiable  
144 electronic document of title or a person in possession of a  
145 negotiable instrument, negotiable tangible document of title,  
146 or certificated security that is payable to bearer or indorsed  
147 in blank.

148 (6) "Bill of lading" means a document of title  
149 evidencing the receipt of goods for shipment issued by a  
150 person engaged in the business of transporting or forwarding  
151 goods. The term does not include a warehouse receipt.

152 (7) "Branch" includes a separately incorporated foreign  
153 branch of a bank.

154 (8) "Burden of establishing" a fact means the burden of  
155 persuading the trier of fact that the existence of the fact is  
156 more probable than its nonexistence.

157 (9) "Buyer in ordinary course of business" means a  
158 person that buys goods in good faith, without knowledge that  
159 the sale violates the rights of another person in the goods,  
160 and in the ordinary course from a person, other than a  
161 pawnbroker, in the business of selling goods of that kind. A  
162 person buys goods in the ordinary course if the sale to the  
163 person comports with the usual or customary practices in the  
164 kind of business in which the seller is engaged or with the  
165 seller's own usual or customary practices. A person that sells  
166 oil, gas, or other minerals at the wellhead or mine is a  
167 person in the business of selling goods of that kind. A buyer  
168 in ordinary course of business may buy for cash, by exchange



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169 of other property, or on secured or unsecured credit, and may  
170 acquire goods or documents of title under a preexisting  
171 contract for sale. Only a buyer that takes possession of the  
172 goods or has a right to recover the goods from the seller  
173 under Article 2 may be a buyer in ordinary course of business.  
174 "Buyer in ordinary course of business" does not include a  
175 person that acquires goods in a transfer in bulk or as  
176 security for or in total or partial satisfaction of a money  
177 debt.

178 (10) "Conspicuous," with reference to a term, means so  
179 written, displayed, or presented that, based on the totality  
180 of the circumstances, a reasonable person against which it is  
181 to operate ought to have noticed it. Whether a term is  
182 "conspicuous" or not is a decision for the court as a matter  
183 of law. ~~Conspicuous terms include the following:~~

184 ~~(A) A heading in capitals equal to or greater in size~~  
185 ~~than the surrounding text, or in contrasting type, font, or~~  
186 ~~color to the surrounding text of the same or lesser size; and~~

187 ~~(B) Language in the body of a record or display in~~  
188 ~~larger type than the surrounding text, or in contrasting type,~~  
189 ~~font, or color to the surrounding text of the same size, or~~  
190 ~~set off from surrounding text of the same size by symbols or~~  
191 ~~other marks that call attention to the language.~~

192 (11) "Consumer" means an individual who enters into a  
193 transaction primarily for personal, family, or household  
194 purposes.

195 (12) "Contract," as distinguished from "agreement,"  
196 means the total legal obligation that results from the





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197 parties' agreement as determined by this title as supplemented  
198 by any other applicable laws.

199 (13) "Creditor" includes a general creditor, a secured  
200 creditor, a lien creditor, and any representative of  
201 creditors, including an assignee for the benefit of creditors,  
202 a trustee in bankruptcy, a receiver in equity, and an executor  
203 or administrator of an insolvent debtor's or assignor's  
204 estate.

205 (14) "Defendant" includes a person in the position of  
206 defendant in a counterclaim, cross-claim, or third-party  
207 claim.

208 (15) "Delivery," with respect to an ~~instrument,~~  
209 electronic document of title, ~~or chattel paper,~~ means  
210 voluntary transfer of ~~possession~~ control and, with respect to  
211 an instrument, a tangible document of title, or an  
212 authoritative tangible copy of record evidencing chattel  
213 paper, means voluntary transfer of possession.

214 (16) "Document of title" means a record (i) that in the  
215 regular course of business or financing is treated as  
216 adequately evidencing that the person in possession or control  
217 of the record is entitled to receive, control, hold, and  
218 dispose of the record and the goods the record covers and (ii)  
219 that purports to be issued by or addressed to a bailee and to  
220 cover goods in the bailee's possession which are either  
221 identified or are fungible portions of an identifiable mass.  
222 The term includes bill of lading, transport documents, dock  
223 warrant, dock receipt, warehouse receipt ~~or,~~ and order for the  
224 delivery of goods. ~~, and also any other document which in the~~



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225 ~~regular course of business or financing is treated as~~  
226 ~~adequately evidencing that the person in possession of it is~~  
227 ~~entitled to receive, hold, and dispose of the document and the~~  
228 ~~goods it covers. To be a document of title, a document must~~  
229 ~~purport to be issued by or addressed to a bailee and purport~~  
230 ~~to cover goods in the bailee's possession which are either~~  
231 ~~identified or are fungible portions of an identified mass. An~~  
232 electronic document of title means a document of title  
233 evidenced by a record consisting of information stored in an  
234 electronic medium. A tangible document of title means a  
235 document of title evidenced by a record consisting of  
236 information that is inscribed on a tangible medium.

237 (16A) "Electronic" means relating to technology having  
238 electrical, digital, magnetic, wireless, optical,  
239 electromagnetic, or similar capabilities.

240 (17) "Fault" means a default, breach, or wrongful act  
241 or omission.

242 (18) "Fungible goods" means:

243 (A) Goods of which any unit, by nature or usage of  
244 trade, is the equivalent of any other like unit; or

245 (B) Goods that by agreement are treated as equivalent.

246 (19) "Genuine" means free of forgery or counterfeiting.

247 (20) "Good faith" means honesty in fact in the conduct  
248 or transaction concerned.

249 (21) "Holder" means:

250 (A) ~~The~~the person in possession of a negotiable  
251 instrument that is payable either to bearer or to an  
252 identified person that is the person in possession; or



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253 (B) ~~The~~the person in possession of a negotiable  
254 tangible document of title if the goods are deliverable either  
255 to bearer or to the order of the person in possession-~~;~~ or

256 (C) the person in control, other than pursuant to  
257 Section 7-7-106(g), of a negotiable electronic document of  
258 title.

259 (22) "Insolvency proceeding" includes an assignment for  
260 the benefit of creditors or other proceeding intended to  
261 liquidate or rehabilitate the estate of the person involved.

262 (23) "Insolvent" means:

263 (A) Having generally ceased to pay debts in the  
264 ordinary course of business other than as a result of bona  
265 fide dispute;

266 (B) Being unable to pay debts as they become due; or

267 (C) Being insolvent within the meaning of federal  
268 bankruptcy law.

269 (24) "Money" means a medium of exchange that is  
270 currently authorized or adopted by a domestic or foreign  
271 government and is not in an electronic form. The term includes  
272 a monetary unit of account established by an intergovernmental  
273 organization or ~~by~~ pursuant to an agreement between two or  
274 more countries.

275 (25) "Organization" means a person other than an  
276 individual.

277 (26) "Party," as distinguished from "third party,"  
278 means a person that has engaged in a transaction or made an  
279 agreement subject to this title.

280 (27) "Person" means an individual, corporation,



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281 business trust, estate, trust, partnership, limited liability  
282 company, association, joint venture, ~~public corporation,~~  
283 government, governmental subdivision, agency, or  
284 instrumentality, or any other legal or commercial entity. The  
285 term includes a series or a protected series, however  
286 denominated, of any entity if the series or protected series  
287 is established under law other than the Uniform Commercial  
288 Code that limits, or limits if conditions specified under the  
289 law are satisfied, the ability of a creditor of the entity or  
290 of any other series or protected series of the entity to  
291 satisfy a claim from assets of the series or protected series.

292 (28) "Present value" means the amount as of a date  
293 certain of one or more sums payable in the future, discounted  
294 to the date certain by use of either an interest rate  
295 specified by the parties if that rate is not manifestly  
296 unreasonable at the time the transaction is entered into or,  
297 if an interest rate is not so specified, a commercially  
298 reasonable rate that takes into account the facts and  
299 circumstances at the time the transaction is entered into.

300 (29) "Purchase" means taking by sale, lease, discount,  
301 negotiation, mortgage, pledge, lien, security interest, issue  
302 or reissue, gift, or any other voluntary transaction creating  
303 an interest in property.

304 (30) "Purchaser" means a person that takes by purchase.

305 (31) "Record" means information that is inscribed on a  
306 tangible medium or that is stored in an electronic or other  
307 medium and is retrievable in perceivable form.

308 (32) "Remedy" means any remedial right to which an



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309 aggrieved party is entitled with or without resort to a  
310 tribunal.

311 (33) "Representative" means a person empowered to act  
312 for another, including an agent, an officer of a corporation  
313 or association, and a trustee, executor, or administrator of  
314 an estate.

315 (34) "Right" includes remedy.

316 (35) "Security interest" means an interest in personal  
317 property or fixtures which secures payment or performance of  
318 an obligation. "Security interest" includes any interest of a  
319 consignor and a buyer of accounts, chattel paper, a payment  
320 intangible, or a promissory note in a transaction that is  
321 subject to Article 9A. "Security interest" does not include  
322 the special property interest of a buyer of goods on  
323 identification of those goods to a contract for sale under  
324 Section 7-2-401, but a buyer may also acquire a "security  
325 interest" by complying with Article 9A. Except as otherwise  
326 provided in Section 7-2-505, the right of a seller or lessor  
327 of goods under Article 2 or 2A to retain or acquire possession  
328 of the goods is not a "security interest," but a seller or  
329 lessor may also acquire a "security interest" by complying  
330 with Article 9A. The retention or reservation of title by a  
331 seller of goods notwithstanding shipment or delivery to the  
332 buyer under Section 7-2-401 is limited in effect to a  
333 reservation of a "security interest." Whether a transaction in  
334 the form of a lease creates a "security interest" is  
335 determined pursuant to Section 7-1-203.

336 (36) "Send l," in connection with a ~~writing,~~ record, or



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337 ~~notice~~ notification, means:

338 (A) ~~To~~ to deposit in the mail, or deliver for  
339 transmission, or transmit by any other usual means of  
340 communication, with postage or cost of transmission provided  
341 for, ~~and properly addressed and, in the case of an instrument,~~  
342 ~~to an address specified thereon or otherwise agreed, or if~~  
343 ~~there be none~~ addressed to any address reasonable under the  
344 circumstances; or

345 (B) ~~In any other way to cause to be received any record~~  
346 ~~or notice within the time it would have arrived if properly~~  
347 ~~sent.~~ to cause the record or notification to be received  
348 within the time it would have been received if properly sent  
349 under subparagraph (A).

350 (37) ~~"Signed" includes using any symbol executed or~~  
351 ~~adopted with present intention to adopt or accept a writing.~~  
352 "Sign" means, with present intent to authenticate or adopt a  
353 record, to:

354 (A) execute or adopt a tangible symbol; or

355 (B) attach to or logically associate with the record an  
356 electronic symbol, sound, or process.

357 "Signed," "signing," and "signature" have corresponding  
358 meanings.

359 (38) "State" means a State of the United States, the  
360 District of Columbia, Puerto Rico, the United States Virgin  
361 Islands, or any territory or insular possession subject to the  
362 jurisdiction of the United States.

363 (39) "Surety" includes a guarantor or other secondary  
364 obligor.



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365 (40) "Term" means a portion of an agreement that  
366 relates to a particular matter.

367 (41) "Unauthorized signature" means a signature made  
368 without actual, implied, or apparent authority. The term  
369 includes a forgery.

370 (42) "Warehouse receipt" means a receipt issued by a  
371 person engaged in the business of storing goods for hire.

372 (43) "Writing" includes printing, typewriting, or any  
373 other intentional reduction to tangible form. "Written" has a  
374 corresponding meaning."

375 "§7-1-204. Value.

376 Except as otherwise provided in Articles 3, 4, ~~and~~ 5,  
377 and 12, a person gives value for rights if the person acquires  
378 them:

379 (1) In return for a binding commitment to extend credit  
380 or for the extension of immediately available credit, whether  
381 or not drawn upon and whether or not a charge-back is provided  
382 for in the event of difficulties in collection;

383 (2) As security for, or in total or partial  
384 satisfaction of, a preexisting claim;

385 (3) By accepting delivery under a preexisting contract  
386 for purchase; or

387 (4) In return for any consideration sufficient to  
388 support a simple contract."

389 "§7-1-301. Territorial applicability; parties' power to  
390 choose applicable law.

391 (a) Except as otherwise provided in this section, when  
392 a transaction bears a reasonable relation to this state and



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393 also to another state or nation, the parties may agree that  
394 the law either of this state or of such other state or nation  
395 shall govern their rights and duties.

396 (b) In the absence of an agreement effective under  
397 subsection (a), and except as provided in subsection (c), ~~this~~  
398 ~~title~~ the Uniform Commercial Code applies to transactions  
399 bearing an appropriate relation to this state.

400 (c) If one of the following provisions of ~~this title~~  
401 the Uniform Commercial Code specifies the applicable law, that  
402 provision governs and a contrary agreement is effective only  
403 to the extent permitted by the law so specified:

404 (1) Section 7-2-402;

405 (2) Sections 7-2A-105 and 7-2A-106;

406 (3) Section 7-4-102;

407 (4) Section 7-4A-507;

408 (5) Section 7-5-116;

409 (6) [Reserved.]

410 ~~(6)~~ (7) Section 7-8-110;

411 ~~(7)~~ (8) Sections 7-9A-301 through 7-9A-307;

412 (9) Section 7-12-107.

413 "§7-1-306. Waiver or renunciation of claim or right  
414 after breach.

415 A claim or right arising out of an alleged breach may  
416 be discharged in whole or in part without consideration by  
417 agreement of the aggrieved party in ~~an authenticated~~ a signed  
418 record.

419 "§7-2-102. Scope; certain security and other  
420 transactions excluded from this article.





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421 ~~Unless the context otherwise requires, this article~~  
422 ~~applies to transactions in goods; it does not apply to any~~  
423 ~~transaction which although in the form of an unconditional~~  
424 ~~contract to sell or present sale is intended to operate only~~  
425 ~~as a security transaction nor does this article impair or~~  
426 ~~repeal any statute regulating sales to consumers, farmers or~~  
427 ~~other specified classes of buyers.~~

428 (1) Unless the context otherwise requires, and except  
429 as provided in subsection (3), this article applies to  
430 transactions in goods and, in the case of a hybrid  
431 transaction, it applies to the extent provided in subsection  
432 (2).

433 (2) In a hybrid transaction:

434 (a) If the sale-of-goods aspects do not predominate,  
435 only the provisions of this article which relate primarily to  
436 the sale-of-goods aspects of the transaction apply, and the  
437 provisions that relate primarily to the transaction as a whole  
438 do not apply.

439 (b) If the sale-of-goods aspects predominate, this  
440 article applies to the transaction but does not preclude  
441 application in appropriate circumstances of other law to  
442 aspects of the transaction which do not relate to the sale of  
443 goods.

444 (3) This article does not:

445 (a) apply to a transaction that, even though in the  
446 form of an unconditional contract to sell or present sale,  
447 operates only to create a security interest; or

448 (b) impair or repeal any statute regulating sales to



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449 consumers, farmers, or other specified classes of buyers.

450 "§7-2-106. Definitions: "Contract"; "agreement";  
451 "contract for sale"; "sale"; "present sale"; "conforming" to  
452 contract; "termination"; "cancellation"; "hybrid  
453 transaction"."

454 (1) In this article unless the context otherwise  
455 requires "contract" and "agreement" are limited to those  
456 relating to the present or future sale of goods. "Contract for  
457 sale" includes both a present sale of goods and a contract to  
458 sell goods at a future time. A "sale" consists in the passing  
459 of title from the seller to the buyer for a price (Section  
460 7-2-401). A "present sale" means a sale which is accomplished  
461 by the making of the contract.

462 (2) Goods or conduct including any part of a  
463 performance are "conforming" or "conform to the contract" when  
464 they are in accordance with the obligations under the  
465 contract.

466 (3) "Termination" occurs when either party pursuant to  
467 a power created by agreement or law puts an end to the  
468 contract otherwise than for its breach. On "termination" all  
469 obligations which are still executory on both sides are  
470 discharged but any right based on prior breach of performance  
471 survives.

472 (4) "Cancellation" occurs when either party puts an end  
473 to the contract for breach by the other, and its effect is the  
474 same as that of "termination" except that the cancelling party  
475 also retains any remedy for breach of the whole contract or  
476 any unperformed balance.



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477 (5) "Hybrid transaction" means a single transaction  
478 involving a sale of goods and:  
479 (a) the provision of services;  
480 (b) a lease of other goods; or  
481 (c) a sale, lease, or license of property other than  
482 goods.

483 "§7-2-201. Formal requirements; statute of frauds.

484 (1) Except as otherwise provided in this section, a  
485 contract for the sale of goods for the price of ~~\$500~~five  
486 hundred dollars (\$500) or more is not enforceable by way of  
487 action or defense unless there is ~~some writing~~a record  
488 sufficient to indicate that a contract for sale has been made  
489 between the parties and signed by the party against whom  
490 enforcement is sought or by ~~his~~ the party's authorized agent  
491 or broker. A ~~writing~~record is not insufficient because it  
492 omits or incorrectly states a term agreed upon, but the  
493 contract is not enforceable under this ~~paragraph~~subsection  
494 beyond the quantity of goods shown in ~~such writing~~the record.

495 (2) Between merchants if within a reasonable time a  
496 ~~writing~~record in confirmation of the contract and sufficient  
497 against the sender is received and the party receiving it has  
498 reason to know its contents, it satisfies the requirements of  
499 subsection (1) against ~~such~~ the party unless notice in a  
500 record~~written notice~~ of objection to its contents is given  
501 within 10 days after it is received.

502 (3) A contract which does not satisfy the requirements  
503 of subsection (1) but which is valid in other respects is  
504 enforceable:



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505 (a) If the goods are to be specially manufactured for  
506 the buyer and are not suitable for sale to others in the  
507 ordinary course of the seller's business and the seller,  
508 before notice of repudiation is received and under  
509 circumstances which reasonably indicate that the goods are for  
510 the buyer, has made either a substantial beginning of their  
511 manufacture or commitments for their procurement; or

512 (b) If the party against whom enforcement is sought  
513 admits in ~~his~~the party's pleading, testimony, or otherwise in  
514 court that a contract for sale was made, but the contract is  
515 not enforceable under this provision beyond the quantity of  
516 goods admitted; or

517 (c) With respect to goods for which payment has been  
518 made and accepted or which have been received and accepted  
519 (Section 7-2-606)."

520 "§7-2-202. Final ~~written~~-expression: Parol or extrinsic  
521 evidence.

522 Terms with respect to which the confirmatory memoranda  
523 of the parties agree or which are otherwise set forth in a  
524 ~~writing~~record intended by the parties as a final expression  
525 of their agreement with respect to such terms as are included  
526 therein may not be contradicted by evidence of any prior  
527 agreement or of a contemporaneous oral agreement but may be  
528 explained or supplemented:

529 (a) ~~By~~by course of performance, course of dealing, or  
530 usage of trade (Section 7-1-303); and

531 (b) ~~By~~by evidence of consistent additional terms unless  
532 the court finds the ~~writing~~record to have been intended also



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533 as a complete and exclusive statement of the terms of the  
534 agreement."

535 "§7-2-203. Seals inoperative.

536 The affixing of a seal to a ~~writing~~ record evidencing a  
537 contract for sale or an offer to buy or sell goods does not  
538 constitute the ~~writing~~ record a sealed instrument, and the law  
539 with respect to sealed instruments does not apply to such a  
540 contract or offer."

541 "§7-2-205. Firm offers.

542 An offer by a merchant to buy or sell goods in a signed  
543 ~~writing~~ record which by its terms gives assurance that it will  
544 be held open is not revocable, for lack of consideration,  
545 during the time stated or if no time is stated for a  
546 reasonable time, but in no event may such period of  
547 irrevocability exceed three months; but any such term of  
548 assurance on a form supplied by the offeree must be separately  
549 signed by the offeror."

550 "§7-2-209. Modification, rescission and waiver.

551 (1) An agreement modifying a contract within this  
552 article needs no consideration to be binding.

553 (2) A signed agreement which excludes modification or  
554 rescission except by a signed writing or other signed record  
555 cannot be otherwise modified or rescinded, but except as  
556 between merchants such a requirement on a form supplied by the  
557 merchant must be separately signed by the other party.

558 (3) The requirements of the statute of frauds section  
559 of this article (Section 7-2-201) must be satisfied if the  
560 contract as modified is within its provisions.



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561 (4) Although an attempt at modification or rescission  
562 does not satisfy the requirements of subsection (2) or (3) it  
563 can operate as a waiver.

564 (5) A party who has made a waiver affecting an  
565 executory portion of the contract may retract the waiver by  
566 reasonable notification received by the other party that  
567 strict performance will be required of any term waived, unless  
568 the retraction would be unjust in view of a material change of  
569 position in reliance on the waiver.

570 "§7-2A-102. Scope.

571 ~~This article applies to any transaction, regardless of~~  
572 ~~form, that creates a lease, as defined in Section~~  
573 ~~7-2A-103(1)(j).~~

574 (1) This article applies to any transaction, regardless  
575 of form, that creates a lease and, in the case of a hybrid  
576 lease, it applies to the extent provided in subsection (2).

577 (2) In a hybrid lease:

578 (a) if the lease-of-goods aspects do not predominate:

579 (i) only the provisions of this article which relate  
580 primarily to the lease-of-goods aspect of the transaction  
581 apply, and the provisions that relate primarily to the  
582 transaction as a whole do not apply;

583 (ii) Section 7-2A-209 applies if the lease is a finance  
584 lease; and

585 (iii) Section 7-2A-407 applies to the promise of the  
586 lessee in a finance lease to the extent the promises are  
587 consideration for the right to possession and use of the  
588 leased goods; and



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589 (b) if the lease-of-goods aspects predominate, this  
590 article applies to the transaction, but does not preclude  
591 application in appropriate circumstances of other law to  
592 aspects of the lease which do not relate to the lease of  
593 goods.

594 "§7-2A-103. Definitions and index of definitions.

595 (1) In this article unless the context otherwise  
596 requires:

597 (a) "Buyer in ordinary course of business" means a  
598 person who in good faith and without knowledge that the sale  
599 to him or her is in violation of the ownership rights or  
600 security interest or leasehold interest of a third party in  
601 the goods, buys in ordinary course from a person in the  
602 business of selling goods of that kind but does not include a  
603 pawnbroker. "Buying" may be for cash or by exchange of other  
604 property or on secured or unsecured credit and includes  
605 receiving goods or documents of title under a pre-existing  
606 contract for sale but does not include a transfer in bulk or  
607 as security for or in total or partial satisfaction of a money  
608 debt.

609 (b) "Cancellation" occurs when either party puts an end  
610 to the lease contract for default by the other party.

611 (c) "Commercial unit" means such a unit of goods as by  
612 commercial usage is a single whole for purposes of lease and  
613 division of which materially impairs its character or value on  
614 the market or in use. A commercial unit may be a single  
615 article, as a machine, or a set of articles, as a suite of  
616 furniture or a line of machinery, or a quantity, as a gross or



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617 carload, or any other unit treated in use or in the relevant  
618 market as a single whole.

619 (d) "Conforming" goods or performance under a lease  
620 contract means goods or performance that are in accordance  
621 with the obligations under the lease contract.

622 (e) "Consumer lease" means a lease that a lessor  
623 regularly engaged in the business of leasing or selling makes  
624 to a lessee who is an individual and who takes under the lease  
625 primarily for a personal, family, or household purpose, if the  
626 total payments to be made under the lease contract, excluding  
627 payments for options to renew or buy, do not exceed  
628 ~~\$100,000~~ one hundred thousand dollars (\$100,000).

629 (f) "Fault" means wrongful act, omission, breach, or  
630 default.

631 (g) "Finance lease" means a lease with respect to  
632 which:

633 (i) the lessor does not select, manufacture, or supply  
634 the goods;

635 (ii) the lessor acquires the goods or the right to  
636 possession and use of the goods in connection with the lease;  
637 and

638 (iii) one of the following occurs:

639 (A) the lessee receives a copy of the contract by which  
640 the lessor acquired the goods or the right to possession and  
641 use of the goods before signing the lease contract;

642 (B) the lessee's approval of the contract by which the  
643 lessor acquired the goods or the right to possession and use  
644 of the goods is a condition to effectiveness of the lease





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645 contract;

646 (C) the lease contract or a separate accurate and  
647 complete statement delivered to the lessee discloses in  
648 writing (a) all express warranties and other rights provided  
649 to the lessee by the lessor and the supplier in connection  
650 with the lease contract (b) that there are no other express  
651 warranties or rights provided to the lessee by the lessor or  
652 the supplier in connection with the lease contract, and (c) in  
653 a consumer lease, any waiver, disclaimer, or other negation of  
654 express or implied warranties and any limitation or  
655 modification of remedy or liquidation of damages for breach of  
656 those warranties or other rights of the lessee in a manner as  
657 provided in this article or in Article 2, as applicable; or

658 (D) the lessor, before the lessee signs the lease  
659 contract, informs the lessee in writing (a) of the identity of  
660 the supplier, unless the lessee has selected the supplier and  
661 directed the lessor to purchase the goods from the supplier,  
662 (b) that the lessee is entitled under this article to all  
663 warranties and other rights provided to the lessee by the  
664 supplier in connection with the lease contract, and (c) to  
665 contact the supplier to receive an accurate and complete  
666 statement from the supplier of any such express warranties and  
667 other rights and any disclaimers or limitations of them or of  
668 remedies.

669 (h) "Goods" means all things that are movable at the  
670 time of identification to the lease contract, or are fixtures  
671 (Section 7-2A-309), but the term does not include money,  
672 documents, instruments, accounts, chattel paper, general



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673 intangibles, or minerals or the like, including oil and gas,  
674 before extraction. The term also includes the unborn young of  
675 animals.

676 (h.1) "Hybrid lease" means a single transaction  
677 involving a lease of goods and:

678 (i) the provision of services;

679 (ii) a sale of other goods; or

680 (iii) a sale, lease, or license of property other than  
681 goods.

682 (i) "Installment lease contract" means a lease contract  
683 that authorizes or requires the delivery of goods in separate  
684 lots to be separately accepted, even though the lease contract  
685 contains a clause "each delivery is a separate lease" or its  
686 equivalent.

687 (j) "Lease" means a transfer of the right to possession  
688 and use of goods for a term in return for consideration, but a  
689 sale, including a sale on approval or a sale or return, or  
690 retention or creation of a security interest is not a lease.  
691 Unless the context clearly indicates otherwise, the term  
692 includes a sublease.

693 (k) "Lease agreement" means the bargain, with respect  
694 to the lease, of the lessor and the lessee in fact as found in  
695 their language or by implication from other circumstances  
696 including course of dealing or usage of trade or course of  
697 performance as provided in this article. Unless the context  
698 clearly indicates otherwise, the term includes a sublease  
699 agreement.

700 (l) "Lease contract" means the total legal obligation



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701 that results from the lease agreement as affected by this  
702 article and any other applicable rules of law. Unless the  
703 context clearly indicates otherwise, the term includes a  
704 sublease contract.

705 (m) "Leasehold interest" means the interest of the  
706 lessor or the lessee under a lease contract.

707 (n) "Lessee" means a person who acquires the right to  
708 possession and use of goods under a lease. Unless the context  
709 clearly indicates otherwise, the term includes a sublessee.

710 (o) "Lessee in ordinary course of business" means a  
711 person who in good faith and without knowledge that the lease  
712 to him or her is in violation of the ownership rights or  
713 security interest or leasehold interest of a third party in  
714 the goods leases in ordinary course from a person in the  
715 business of selling or leasing goods of that kind but does not  
716 include a pawnbroker. "Leasing" may be for cash or by exchange  
717 of other property or on secured or unsecured credit and  
718 includes acquiring goods or documents of title under a  
719 preexisting lease contract but does not include a transfer in  
720 bulk or as security for or in total or partial satisfaction of  
721 a money debt.

722 (p) "Lessor" means a person who transfers the right to  
723 possession and use of goods under a lease. Unless the context  
724 clearly indicates otherwise, the term includes a sublessor.

725 (q) "Lessor's residual interest" means the lessor's  
726 interest in the goods after expiration, termination, or  
727 cancellation of the lease contract.

728 (r) "Lien" means a charge against or interest in goods



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729 to secure payment of a debt or performance of an obligation,  
730 but the term does not include a security interest.

731 (s) "Lot" means a parcel or a single article that is  
732 the subject matter of a separate lease or delivery, whether or  
733 not it is sufficient to perform the lease contract.

734 (t) "Merchant lessee" means a lessee that is a merchant  
735 with respect to goods of the kind subject to the lease.

736 (u) "Present value" means the amount as of a date  
737 certain of one or more sums payable in the future, discounted  
738 to the date certain. The discount is determined by the  
739 interest rate specified by the parties if the rate was not  
740 manifestly unreasonable at the time the transaction was  
741 entered into; otherwise, the discount is determined by the  
742 court as a matter of law as a commercially reasonable rate  
743 that takes into account the facts and circumstances of each  
744 case at the time the transaction was entered into.

745 (v) "Purchase" includes taking by sale, lease,  
746 mortgage, security interest, pledge, gift, or any other  
747 voluntary transaction creating an interest in goods.

748 (w) "Sublease" means a lease of goods the right to  
749 possession and use of which was acquired by the lessor as a  
750 lessee under an existing lease.

751 (x) "Supplier" means a person from whom a lessor buys  
752 or leases goods to be leased under a finance lease.

753 (y) "Supply contract" means a contract under which a  
754 lessor buys or leases goods to be leased.

755 (z) "Termination" occurs when either party pursuant to  
756 a power created by agreement or law puts an end to the lease



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757 contract otherwise than for default.

758 (2) Other definitions applying to this article and the  
759 sections in which they appear are:

760 "Accessions." Section 7-2A-310(1).

761 "Construction mortgage." Section 7-2A-309(1)(d).

762 "Encumbrance." Section 7-2A-309(1)(e).

763 "Fixtures." Section 7-2A-309(1)(a).

764 "Fixture filing." Section 7-2A-309(1)(b).

765 "Purchase money lease." Section 7-2A-309(1)(c).

766 (3) The following definitions in sections of the Code  
767 of Alabama 1975, apply to this article:

768 "Account." Section 7-9A-102(a)(2).

769 "Between merchants." Section 7-2-104(3).

770 "Buyer." Section 7-2-103(1)(a).

771 "Chattel paper." Section 7-9A-102(a)(11).

772 "Consumer goods." Section 7-9A-102(a)(23).

773 "Document." Section 7-9A-102(a)(30).

774 "Entrusting." Section 7-2-403(3).

775 "General intangible." Section 7-9A-102(a)(42).

776 "Good faith." Section 7-2-103(1)(b).

777 "Instrument." Section 7-9A-102(a)(47).

778 "Merchant." Section 7-2-104(1).

779 "Mortgage." Section 7-9A-102(a)(55).

780 "Pursuant to commitment." Section 7-9A-102(a)(68).

781 "Receipt." Section 7-2-103(1)(c).

782 "Sale." Section 7-2-106(1).

783 "Sale on approval." Section 7-2-326.

784 "Sale or return." Section 7-2-326.



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785 "Seller." Section 7-2-103(1)(d).

786 (4) In addition, Section 7-1-201 contains general  
787 definitions and principles of construction and interpretation  
788 applicable throughout this article."

789 "§7-2A-107. Waiver or renunciation of claim or right  
790 after default.

791 Any claim or right arising out of an alleged default or  
792 breach of warranty may be discharged in whole or in part  
793 without consideration by a ~~written~~ waiver or renunciation in a  
794 signed ~~and~~ record delivered by the aggrieved party."

795 "§7-2A-201. Statute of frauds.

796 (1) A lease contract is not enforceable by way of  
797 action or defense unless:

798 (a) the total payments to be made under the lease  
799 contract, excluding payments for options to renew or buy, are  
800 less than ~~\$1,000;~~ one thousand dollars (\$1,000) tangible or

801 (b) there is a ~~writing~~ record, signed by the party  
802 against whom enforcement is sought or by that party's  
803 authorized agent, sufficient to indicate that a lease contract  
804 has been made between the parties and to describe the goods  
805 leased and the lease term.

806 (2) Any description of leased goods or of the lease  
807 term is sufficient and satisfies subsection (1)(b), whether or  
808 not it is specific, if it reasonably identifies what is  
809 described.

810 (3) A ~~writing~~ record is not insufficient because it  
811 omits or incorrectly states a term agreed upon, but the lease  
812 contract is not enforceable under subsection (1)(b) beyond the



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813 lease term and the quantity of goods shown in the ~~writing~~  
814 record.

815 (4) A lease contract that does not satisfy the  
816 requirements of subsection (1), but which is valid in other  
817 respects, is enforceable:

818 (a) if the goods are to be specially manufactured or  
819 obtained for the lessee and are not suitable for lease or sale  
820 to others in the ordinary course of the lessor's business, and  
821 the lessor, before notice of repudiation is received and under  
822 circumstances that reasonably indicate that the goods are for  
823 the lessee, has made either a substantial beginning of their  
824 manufacture or commitments for their procurement;

825 (b) if the party against whom enforcement is sought  
826 admits in that party's pleading, testimony, or otherwise in  
827 court that a lease contract was made, but the lease contract  
828 is not enforceable under this provision beyond the quantity of  
829 goods admitted; or

830 (c) with respect to goods that have been received and  
831 accepted by the lessee.

832 (5) The lease term under a lease contract referred to  
833 in subsection (4) is:

834 (a) if there is a ~~writing~~ record signed by the party  
835 against whom enforcement is sought or by that party's  
836 authorized agent specifying the lease term, the term so  
837 specified;

838 (b) if the party against whom enforcement is sought  
839 admits in that party's pleading, testimony, or otherwise in  
840 court a lease term, the term so admitted; or



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841 (c) a reasonable lease term."

842 "§7-2A-202. Final ~~written~~ expression: Parol or  
843 extrinsic evidence.

844 Terms with respect to which the confirmatory memoranda  
845 of the parties agree or which are otherwise set forth in a  
846 ~~writing~~ record intended by the parties as a final expression  
847 of their agreement with respect to such terms as are included  
848 therein may not be contradicted by evidence of any prior  
849 agreement or of a contemporaneous oral agreement but may be  
850 explained or supplemented:

851 (a) by course of dealing or usage of trade or by course  
852 of performance; and

853 (b) by evidence of consistent additional terms unless  
854 the court finds the ~~writing~~record to have been intended also  
855 as a complete and exclusive statement of the terms of the  
856 agreement."

857 "§7-2A-203. Seals inoperative.

858 The affixing of a seal to a ~~writing~~ record evidencing a  
859 lease contract or an offer to enter into a lease contract does  
860 not render the ~~writing~~ record a sealed instrument and the law  
861 with respect to sealed instruments does not apply to the lease  
862 contract or offer."

863 "§7-2A-205. Firm offers.

864 An offer by a merchant to lease goods to or from  
865 another person in a signed ~~writing~~ record that by its terms  
866 gives assurance it will be held open is not revocable, for  
867 lack of consideration, during the time stated or, if no time  
868 is stated, for a reasonable time, but in no event may the





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869 period of irrevocability exceed~~3~~ three months. Any such term  
870 of assurance on a form supplied by the offeree must be  
871 separately signed by the offeror."

872 "§7-2A-208. Modification, rescission and waiver.

873 (1) An agreement modifying a lease contract needs no  
874 consideration to be binding.

875 (2) A signed lease agreement that excludes modification  
876 or rescission except by a signed~~writing~~ record may not be  
877 otherwise modified or rescinded, but, except as between  
878 merchants, such a requirement on a form supplied by a merchant  
879 must be separately signed by the other party.

880 (3) The requirements of the statute of frauds section  
881 of this article (Section 7-2A-201) must be satisfied if the  
882 contract as modified is within its provisions.

883 (4) Although an attempt at modification or rescission  
884 does not satisfy the requirements of subsection (2), it may  
885 operate as a waiver.

886 (5) A party who has made a waiver affecting an  
887 executory portion of a lease contract may retract the waiver  
888 by reasonable notification received by the other party that  
889 strict performance will be required of any term waived, unless  
890 the retraction would be unjust in view of a material change of  
891 position in reliance on the waiver.

892 "§7-3-104. Negotiable instrument.

893 (a) Except as provided in subsections (c) and (d),  
894 "negotiable instrument" means an unconditional promise or  
895 order to pay a fixed amount of money, with or without interest  
896 or other charges described in the promise or order, if it:



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897 (1) ~~Is~~is payable to bearer or to order at the time it  
898 is issued or first comes into possession of a holder;

899 (2) ~~Is~~is payable on demand or at a definite time; and

900 (3) ~~Does~~does not state any other undertaking or  
901 instruction by the person promising or ordering payment to do  
902 any act in addition to the payment of money, but the promise  
903 or order may contain (i) an undertaking or power to give,  
904 maintain, or protect collateral to secure payment, (ii) an  
905 authorization or power to the holder to confess judgment or  
906 realize on or dispose of collateral, ~~or~~ (iii) a waiver of the  
907 benefit of any law intended for the advantage or protection of  
908 an obligor, (iv) a term that specifies the law that governs  
909 the promise or order, or (v) an undertaking to resolve in a  
910 specified forum a dispute concerning the promise or order.

911 (b) "Instrument" means a negotiable instrument.

912 (c) An order that meets all of the requirements of  
913 subsection (a), except subdivision (1), and otherwise falls  
914 within the definition of "check" in subsection (f) is a  
915 negotiable instrument and a check.

916 (d) A promise or order other than a check is not an  
917 instrument if, at the time it is issued or first comes into  
918 possession of a holder, it contains a conspicuous statement,  
919 however expressed, to the effect that the promise or order is  
920 not negotiable or is not an instrument governed by this  
921 article.

922 (e) An instrument is a "note" if it is a promise and is  
923 a "draft" if it is an order. If an instrument falls within the  
924 definition of both "note" and "draft," a person entitled to



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925 enforce the instrument may treat it as either.

926 (f) "Check" means (i) a draft, other than a documentary  
927 draft, payable on demand and drawn on a bank or (ii) a  
928 cashier's check or teller's check. An instrument may be a  
929 check even though it is described on its face by another term,  
930 such as "money order."

931 (g) "Cashier's check" means a draft with respect to  
932 which the drawer and drawee are the same bank or branches of  
933 the same bank.

934 (h) "Teller's check" means a draft drawn by a bank (i)  
935 on another bank, or (ii) payable at or through a bank.

936 (i) "Traveler's check" means an instrument that (i) is  
937 payable on demand, (ii) is drawn on or payable at or through a  
938 bank, (iii) is designated by the term "traveler's check" or by  
939 a substantially similar term, and (iv) requires, as a  
940 condition to payment, a countersignature by a person whose  
941 specimen signature appears on the instrument.

942 (j) "Certificate of deposit" means an instrument  
943 containing an acknowledgment by a bank that a sum of money has  
944 been received by the bank and a promise by the bank to repay  
945 the sum of money. A certificate of deposit is a note of the  
946 bank."

947 "§7-3-105. Issue of instrument.

948 (a) "Issue" means:

949 (1) the first delivery of an instrument by the maker or  
950 drawer, whether to a holder or nonholder, for the purpose of  
951 giving rights on the instrument to any person; or

952 (2) if agreed by the payee, the first transmission by



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953 the drawer to the payee of an image of an item and information  
954 derived from the item that enables the depository bank to  
955 collect the item by transferring or presenting under federal  
956 law an electronic check.

957 (b) An unissued instrument, or an unissued incomplete  
958 instrument that is completed, is binding on the maker or  
959 drawer, but nonissuance is a defense. An instrument that is  
960 conditionally issued or is issued for a special purpose is  
961 binding on the maker or drawer, but failure of the condition  
962 or special purpose to be fulfilled is a defense.

963 (c) "Issuer" applies to issued and unissued instruments  
964 and means a maker or drawer of an instrument."

965 "§7-3-401. Signature necessary for liability on  
966 instrument.

967 ~~(a)~~ A person is not liable on an instrument unless (i)  
968 the person signed the instrument, or (ii) the person is  
969 represented by an agent or representative who signed the  
970 instrument and the signature is binding on the represented  
971 person under Section 7-3-402.

972 ~~(b) A signature may be made (i) manually or by means of~~  
973 ~~a device or machine, and (ii) by the use of any name,~~  
974 ~~including a trade or assumed name, or by a word, mark, or~~  
975 ~~symbol executed or adopted by a person with present intention~~  
976 ~~to authenticate a writing."~~

977 "§7-3-604. Discharge by cancellation or renunciation.

978 (a) A person entitled to enforce an instrument, with or  
979 without consideration, may discharge the obligation of a party  
980 to pay the instrument (i) by an intentional voluntary act,



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981 such as surrender of the instrument to the party, destruction,  
982 mutilation, or cancellation of the instrument, cancellation or  
983 striking out of the party's signature, or the addition of  
984 words to the instrument indicating discharge, or (ii) by  
985 agreeing not to sue or otherwise renouncing rights against the  
986 party by a signed ~~writing~~ record. The obligation of a party to  
987 pay a check is not discharged solely by destruction of the  
988 check in connection with a process in which information is  
989 extracted from the check and an image of the check is made  
990 and, subsequently, the information and image are transmitted  
991 for payment.

992 (b) Cancellation or striking out of an indorsement  
993 pursuant to subsection (a) does not affect the status and  
994 rights of a party derived from the indorsement."

995 "§7-4A-103. Payment order - Definitions.

996 (a) In this article:

997 (1) "Payment order" means an instruction of a sender to  
998 a receiving bank, transmitted orally, ~~electronically, or in~~  
999 ~~writing~~ or in a record, to pay, or to cause another bank to  
1000 pay, a fixed or determinable amount of money to a beneficiary  
1001 if:

1002 (i) the instruction does not state a condition to  
1003 payment to the beneficiary other than time of payment,

1004 (ii) the receiving bank is to be reimbursed by debiting  
1005 an account of, or otherwise receiving payment from, the  
1006 sender, and

1007 (iii) the instruction is transmitted by the sender  
1008 directly to the receiving bank or to an agent, funds-transfer



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1009 system, or communication system for transmittal to the  
1010 receiving bank.

1011 (2) "Beneficiary" means the person to be paid by the  
1012 beneficiary's bank.

1013 (3) "Beneficiary's bank" means the bank identified in a  
1014 payment order in which an account of the beneficiary is to be  
1015 credited pursuant to the order or which otherwise is to make  
1016 payment to the beneficiary if the order does not provide for  
1017 payment to an account.

1018 (4) "Receiving bank" means the bank to which the  
1019 sender's instruction is addressed.

1020 (5) "Sender" means the person giving the instruction to  
1021 the receiving bank.

1022 (b) If an instruction complying with subsection (a)(1)  
1023 is to make more than one payment to a beneficiary, the  
1024 instruction is a separate payment order with respect to each  
1025 payment.

1026 (c) A payment order is issued when it is sent to the  
1027 receiving bank."

1028 "§7-4A-201. Security procedure.

1029 "Security procedure" means a procedure established by  
1030 agreement of a customer and a receiving bank for the purpose  
1031 of (i) verifying that a payment order or communication  
1032 amending or cancelling a payment order is that of the  
1033 customer, or (ii) detecting error in the transmission or the  
1034 content of the payment order or communication. A security  
1035 procedure may impose an obligation on the receiving bank or  
1036 the customer and may require the use of algorithms or other



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1037 codes, identifying words, ~~or~~ numbers, symbols, sounds,  
1038 biometrics, encryption, callback procedures, or similar  
1039 security devices. Comparison of a signature on a payment order  
1040 or communication with an authorized specimen signature of the  
1041 customer or requiring a payment order to be sent from a known  
1042 email address, IP address, or telephone number is not by  
1043 itself a security procedure."

1044 "§7-4A-202. Authorized and verified payment orders.

1045 (a) A payment order received by the receiving bank is  
1046 the authorized order of the person identified as sender if  
1047 that person authorized the order or is otherwise bound by it  
1048 under the law of agency.

1049 (b) If a bank and its customer have agreed that the  
1050 authenticity of payment orders issued to the bank in the name  
1051 of the customer as sender will be verified pursuant to a  
1052 security procedure, a payment order received by the receiving  
1053 bank is effective as the order of the customer, whether or not  
1054 authorized, if (i) the security procedure is a commercially  
1055 reasonable method of providing security against unauthorized  
1056 payment orders, and (ii) the bank proves that it accepted the  
1057 payment order in good faith and in compliance with the bank's  
1058 obligations under the security procedure and any ~~written~~  
1059 agreement or instruction of the customer, evidenced by a  
1060 record, restricting acceptance of payment orders issued in the  
1061 name of the customer. The bank is not required to follow an  
1062 instruction that violates ~~a written an~~ agreement with the  
1063 customer, evidenced by a record, ~~with the customer~~ or notice  
1064 of which is not received at a time and in a manner affording



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1065 the bank a reasonable opportunity to act on it before the  
1066 payment order is accepted.

1067 (c) Commercial reasonableness of a security procedure  
1068 is a question of law to be determined by considering the  
1069 wishes of the customer expressed to the bank, the  
1070 circumstances of the customer known to the bank, including the  
1071 size, type, and frequency of payment orders normally issued by  
1072 the customer to the bank, alternative security procedures  
1073 offered to the customer, and security procedures in general  
1074 use by customers and receiving banks similarly situated. A  
1075 security procedure is deemed to be commercially reasonable if  
1076 (i) the security procedure was chosen by the customer after  
1077 the bank offered, and the customer refused, a security  
1078 procedure that was commercially reasonable for that customer,  
1079 and (ii) the customer expressly agreed in ~~writing~~ a record to  
1080 be bound by any payment order, whether or not authorized,  
1081 issued in its name, and accepted by the bank in compliance  
1082 with the bank's obligations under the security procedure  
1083 chosen by the customer.

1084 (d) The term "sender" in this article includes the  
1085 customer in whose name a payment order is issued if the order  
1086 is the authorized order of the customer under subsection (a),  
1087 or it is effective as the order of the customer under  
1088 subsection (b).

1089 (e) This section applies to amendments and  
1090 cancellations of payment orders to the same extent it applies  
1091 to payment orders.

1092 (f) Except as provided in this section and in Section





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1093 7-4A-203(a)(1), rights and obligations arising under this  
1094 section or Section 7-4A-203 may not be varied by agreement."

1095 "§7-4A-203. Unenforceability of certain verified  
1096 payment orders.

1097 (a) If an accepted payment order is not, under Section  
1098 7-4A-202(a), an authorized order of a customer identified as  
1099 sender, but is effective as an order of the customer pursuant  
1100 to Section 7-4A-202(b), the following rules apply:

1101 (1) By express ~~written~~ agreement evidenced by a record,  
1102 the receiving bank may limit the extent to which it is  
1103 entitled to enforce or retain payment of the payment order.

1104 (2) The receiving bank is not entitled to enforce or  
1105 retain payment of the payment order if the customer proves  
1106 that the order was not caused, directly or indirectly, by a  
1107 person (i) entrusted at any time with duties to act for the  
1108 customer with respect to payment orders or the security  
1109 procedure, or (ii) who obtained access to transmitting  
1110 facilities of the customer or who obtained, from a source  
1111 controlled by the customer and without authority of the  
1112 receiving bank, information facilitating breach of the  
1113 security procedure, regardless of how the information was  
1114 obtained or whether the customer was at fault. Information  
1115 includes any access device, computer software, or the like.

1116 (b) This section applies to amendments of payment  
1117 orders to the same extent it applies to payment orders."

1118 "§7-4A-207. Misdescription of beneficiary.

1119 (a) Subject to subsection (b), if, in a payment order  
1120 received by the beneficiary's bank, the name, bank account



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1121 number, or other identification of the beneficiary refers to a  
1122 nonexistent or unidentifiable person or account, no person has  
1123 rights as a beneficiary of the order and acceptance of the  
1124 order cannot occur.

1125 (b) If a payment order received by the beneficiary's  
1126 bank identifies the beneficiary both by name and by an  
1127 identifying or bank account number and the name and number  
1128 identify different persons, the following rules apply:

1129 (1) Except as otherwise provided in subsection (c), if  
1130 the beneficiary's bank does not know that the name and number  
1131 refer to different persons, it may rely on the number as the  
1132 proper identification of the beneficiary of the order. The  
1133 beneficiary's bank need not determine whether the name and  
1134 number refer to the same person.

1135 (2) If the beneficiary's bank pays the person  
1136 identified by name or knows that the name and number identify  
1137 different persons, no person has rights as beneficiary except  
1138 the person paid by the beneficiary's bank if that person was  
1139 entitled to receive payment from the originator of the funds  
1140 transfer. If no person has rights as beneficiary, acceptance  
1141 of the order cannot occur.

1142 (c) If (i) a payment order described in subsection (b)  
1143 is accepted, (ii) the originator's payment order described the  
1144 beneficiary inconsistently by name and number, and (iii) the  
1145 beneficiary's bank pays the person identified by number as  
1146 permitted by subsection (b)(1), the following rules apply:

1147 (1) If the originator is a bank, the originator is  
1148 obliged to pay its order.



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1149 (2) If the originator is not a bank and proves that the  
1150 person identified by number was not entitled to receive  
1151 payment from the originator, the originator is not obliged to  
1152 pay its order unless the originator's bank proves that the  
1153 originator, before acceptance of the originator's order, had  
1154 notice that payment of a payment order issued by the  
1155 originator might be made by the beneficiary's bank on the  
1156 basis of an identifying or bank account number even if it  
1157 identifies a person different from the named beneficiary.  
1158 Proof of notice may be made by any admissible evidence. The  
1159 originator's bank satisfies the burden of proof if it proves  
1160 that the originator, before the payment order was accepted,  
1161 signed a ~~writing~~ record stating the information to which the  
1162 notice relates.

1163 (d) In a case governed by subsection (b)(1), if the  
1164 beneficiary's bank rightfully pays the person identified by  
1165 number and that person was not entitled to receive payment  
1166 from the originator, the amount paid may be recovered from  
1167 that person to the extent allowed by the law governing mistake  
1168 and restitution as follows:

1169 (1) If the originator is obliged to pay its payment  
1170 order as stated in subsection (c), the originator has the  
1171 right to recover.

1172 (2) If the originator is not a bank and is not obliged  
1173 to pay its payment order, the originator's bank has the right  
1174 to recover."

1175 "§7-4A-208. Misdescription of intermediary bank or  
1176 beneficiary's bank.



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1177 (a) This subsection applies to a payment order  
1178 identifying an intermediary bank or the beneficiary's bank  
1179 only by an identifying number.

1180 (1) The receiving bank may rely on the number as the  
1181 proper identification of the intermediary or beneficiary's  
1182 bank and need not determine whether the number identifies a  
1183 bank.

1184 (2) The sender is obliged to compensate the receiving  
1185 bank for any loss and expenses incurred by the receiving bank  
1186 as a result of its reliance on the number in executing or  
1187 attempting to execute the order.

1188 (b) This subsection applies to a payment order  
1189 identifying an intermediary bank or the beneficiary's bank  
1190 both by name and an identifying number if the name and number  
1191 identify different persons.

1192 (1) If the sender is a bank, the receiving bank may  
1193 rely on the number as the proper identification of the  
1194 intermediary or beneficiary's bank if the receiving bank, when  
1195 it executes the sender's order, does not know that the name  
1196 and number identify different persons. The receiving bank need  
1197 not determine whether the name and number refer to the same  
1198 person or whether the number refers to a bank. The sender is  
1199 obliged to compensate the receiving bank for any loss and  
1200 expenses incurred by the receiving bank as a result of its  
1201 reliance on the number in executing or attempting to execute  
1202 the order.

1203 (2) If the sender is not a bank and the receiving bank  
1204 proves that the sender, before the payment order was accepted,



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1205 had notice that the receiving bank might rely on the number as  
1206 the proper identification of the intermediary or beneficiary's  
1207 bank even if it identifies a person different from the bank  
1208 identified by name, the rights and obligations of the sender  
1209 and the receiving bank are governed by subsection (b) (1), as  
1210 though the sender were a bank. Proof of notice may be made by  
1211 any admissible evidence. The receiving bank satisfies the  
1212 burden of proof if it proves that the sender, before the  
1213 payment order was accepted, signed a ~~writing~~ record stating  
1214 the information to which the notice relates.

1215 (3) Regardless of whether the sender is a bank, the  
1216 receiving bank may rely on the name as the proper  
1217 identification of the intermediary or beneficiary's bank if  
1218 the receiving bank, at the time it executes the sender's  
1219 order, does not know that the name and number identify  
1220 different persons. The receiving bank need not determine  
1221 whether the name and number refer to the same person.

1222 (4) If the receiving bank knows that the name and  
1223 number identify different persons, reliance on either the name  
1224 or the number in executing the sender's payment order is a  
1225 breach of the obligation stated in Section 7-4A-302(a) (1)."

1226 "§7-4A-210. Rejection of payment order.

1227 (a) A payment order is rejected by the receiving bank  
1228 by a notice of rejection transmitted to the sender orally, ~~electronically,~~  
1229 ~~electronically,~~ or in ~~writing~~ a record. A notice of rejection  
1230 need not use any particular words and is sufficient if it  
1231 indicates that the receiving bank is rejecting the order or  
1232 will not execute or pay the order. Rejection is effective when



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1233 the notice is given if transmission is by a means that is  
1234 reasonable in the circumstances. If notice of rejection is  
1235 given by a means that is not reasonable, rejection is  
1236 effective when the notice is received. If an agreement of the  
1237 sender and receiving bank establishes the means to be used to  
1238 reject a payment order, (i) any means complying with the  
1239 agreement is reasonable, and (ii) any means not complying is  
1240 not reasonable unless no significant delay in receipt of the  
1241 notice resulted from the use of the noncomplying means.

1242 (b) This subsection applies if a receiving bank other  
1243 than the beneficiary's bank fails to execute a payment order  
1244 despite the existence on the execution date of a withdrawable  
1245 credit balance in an authorized account of the sender  
1246 sufficient to cover the order. If the sender does not receive  
1247 notice of rejection of the order on the execution date and the  
1248 authorized account of the sender does not bear interest, the  
1249 bank is obliged to pay interest to the sender on the amount of  
1250 the order for the number of days elapsing after the execution  
1251 date to the earlier of the day the order is canceled pursuant  
1252 to Section 7-4A-211(d) or the day the sender receives notice  
1253 or learns that the order was not executed, counting the final  
1254 day of the period as an elapsed day. If the withdrawable  
1255 credit balance during that period falls below the amount of  
1256 the order, the amount of interest is reduced accordingly.

1257 (c) If a receiving bank suspends payments, all  
1258 unaccepted payment orders issued to it are deemed rejected at  
1259 the time the bank suspends payments.

1260 (d) Acceptance of a payment order precludes a later



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1261 rejection of the order. Rejection of a payment order precludes  
1262 a later acceptance of the order."

1263 "§7-4A-211. Cancellation and amendment of payment  
1264 order.

1265 (a) A communication of the sender of a payment order  
1266 cancelling or amending the order may be transmitted to the  
1267 receiving bank orally, ~~electronically~~, or in ~~writing~~ a record.  
1268 If a security procedure is in effect between the sender and  
1269 the receiving bank, the communication is not effective to  
1270 cancel or amend the order unless the communication is verified  
1271 pursuant to the security procedure or the bank agrees to the  
1272 cancellation or amendment.

1273 (b) Subject to subsection (a), a communication by the  
1274 sender cancelling or amending a payment order is effective to  
1275 cancel or amend the order if notice of the communication is  
1276 received at a time and in a manner affording the receiving  
1277 bank a reasonable opportunity to act on the communication  
1278 before the bank accepts the payment order.

1279 (c) After a payment order has been accepted,  
1280 cancellation or amendment of the order is not effective unless  
1281 the receiving bank agrees or a funds-transfer system rule  
1282 allows cancellation or amendment without agreement of the  
1283 bank.

1284 (1) With respect to a payment order accepted by a  
1285 receiving bank other than the beneficiary's bank, cancellation  
1286 or amendment is not effective unless a conforming cancellation  
1287 or amendment of the payment order issued by the receiving bank  
1288 is also made.



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1289           (2) With respect to a payment order accepted by the  
1290 beneficiary's bank, cancellation or amendment is not effective  
1291 unless the order was issued in execution of an unauthorized  
1292 payment order, or because of a mistake by a sender in the  
1293 funds transfer which resulted in the issuance of a payment  
1294 order (i) that is a duplicate of a payment order previously  
1295 issued by the sender, (ii) that orders payment to a  
1296 beneficiary not entitled to receive payment from the  
1297 originator, or (iii) that orders payment in an amount greater  
1298 than the amount the beneficiary was entitled to receive from  
1299 the originator. If the payment order is canceled or amended,  
1300 the beneficiary's bank is entitled to recover from the  
1301 beneficiary any amount paid to the beneficiary to the extent  
1302 allowed by the law governing mistake and restitution.

1303           (d) An unaccepted payment order is canceled by  
1304 operation of law at the close of the fifth funds-transfer  
1305 business day of the receiving bank after the execution date or  
1306 payment date of the order.

1307           (e) A canceled payment order cannot be accepted. If an  
1308 accepted payment order is canceled, the acceptance is  
1309 nullified and no person has any right or obligation based on  
1310 the acceptance. Amendment of a payment order is deemed to be  
1311 cancellation of the original order at the time of amendment  
1312 and issue of a new payment order in the amended form at the  
1313 same time.

1314           (f) Unless otherwise provided in an agreement of the  
1315 parties or in a funds-transfer system rule, if the receiving  
1316 bank, after accepting a payment order agrees to cancellation





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1317 or amendment of the order by the sender or is bound by a  
1318 funds-transfer system rule allowing cancellation or amendment  
1319 without the bank's agreement, the sender, whether or not  
1320 cancellation or amendment is effective, is liable to the bank  
1321 for any loss and expenses, including reasonable attorney's  
1322 fees, incurred by the bank as a result of the cancellation or  
1323 amendment or attempted cancellation or amendment.

1324 (g) A payment order is not revoked by the death or  
1325 legal incapacity of the sender unless the receiving bank knows  
1326 of the death or of an adjudication of incapacity by a court of  
1327 competent jurisdiction and has reasonable opportunity to act  
1328 before acceptance of the order.

1329 (h) A funds-transfer system rule is not effective to  
1330 the extent it conflicts with subsection (c) (2)."

1331 "§7-4A-305. Liability for late or improper execution or  
1332 failure to execute payment order.

1333 (a) If a funds transfer is completed but execution of a  
1334 payment order by the receiving bank in breach of Section  
1335 7-4A-302 results in delay in payment to the beneficiary, the  
1336 bank is obliged to pay interest to either the originator or  
1337 the beneficiary of the funds transfer for the period of delay  
1338 caused by the improper execution. Except as provided in  
1339 subsection (c), additional damages are not recoverable.

1340 (b) If execution of a payment order by a receiving bank  
1341 in breach of Section 7-4A-302 results in (i) noncompletion of  
1342 the funds transfer, (ii) failure to use an intermediary bank  
1343 designated by the originator, or (iii) issuance of a payment  
1344 order that does not comply with the terms of the payment order



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1345 of the originator, the bank is liable to the originator for  
1346 its expenses in the funds transfer and for incidental expenses  
1347 and interest losses, to the extent not covered by subsection  
1348 (a), resulting from the improper execution. Except as provided  
1349 in subsection (c), additional damages are not recoverable.

1350 (c) In addition to the amounts payable under  
1351 subsections (a) and (b), damages, including consequential  
1352 damages, are recoverable to the extent provided in an express  
1353 ~~written~~ agreement of the receiving bank, evidenced by a  
1354 record.

1355 (d) If a receiving bank fails to execute a payment  
1356 order it was obliged by express agreement to execute, the  
1357 receiving bank is liable to the sender for its expenses in the  
1358 transaction and for incidental expenses and interest losses  
1359 resulting from the failure to execute. Additional damages,  
1360 including consequential damages, are recoverable to the extent  
1361 provided in an express ~~written~~ agreement of the receiving  
1362 bank, evidenced by a record, but are not otherwise  
1363 recoverable.

1364 (e) Reasonable attorney's fees are recoverable if  
1365 demand for compensation under subsection (a) or (b) is made  
1366 and refused before an action is brought on the claim. If a  
1367 claim is made for breach of an agreement under subsection (d)  
1368 and the agreement does not provide for damages, reasonable  
1369 attorney's fees are recoverable if demand for compensation  
1370 under subsection (d) is made and refused before an action is  
1371 brought on the claim.

1372 (f) Except as stated in this section, the liability of a



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1373 receiving bank under subsections (a) and (b) may not be varied  
1374 by agreement."

1375 "§7-5-104. Formal requirements.

1376 A letter of credit, confirmation, advice, transfer,  
1377 amendment, or cancellation may be issued in any form that is a  
1378 signed record ~~and is authenticated (i) by a signature or (ii)~~  
1379 ~~in accordance with the agreement of the parties or the~~  
1380 ~~standard practice referred to in Section 7-5-108(c)."~~

1381 "§7-5-116. Choice of law and forum.

1382 (a) The liability of an issuer, nominated person, or  
1383 adviser for action or omission is governed by the law of the  
1384 jurisdiction chosen by an agreement in the form of a record  
1385 signed ~~or otherwise authenticated~~ by the affected parties ~~in~~  
1386 ~~the manner provided in Section 7-5-104~~ or by a provision in  
1387 the person's letter of credit, confirmation, or other  
1388 undertaking. The jurisdiction whose law is chosen need not  
1389 bear any relation to the transaction.

1390 (b) Unless subsection (a) applies, the liability of an  
1391 issuer, nominated person, or adviser for action or omission is  
1392 governed by the law of the jurisdiction in which the person is  
1393 located. The person is considered to be located at the address  
1394 indicated in the person's undertaking. If more than one  
1395 address is indicated, the person is considered to be located  
1396 at the address from which the person's undertaking was issued.

1397 (c) For the purpose of jurisdiction, choice of law, and  
1398 recognition of interbranch letters of credit, but not  
1399 enforcement of a judgment, all branches of a bank are  
1400 considered separate juridical entities and a bank is



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1401 considered to be located at the place where its relevant  
1402 branch is considered to be located under ~~this~~ subsection (d).

1403 (d) A branch of a bank is considered to be located at  
1404 the address indicated in the branch's undertaking. If more  
1405 than one address is indicated, the branch is considered to be  
1406 located at the address from which the undertaking was issued.

1407 ~~(e)~~ (e) Except as otherwise provided in this subsection,  
1408 the liability of an issuer, nominated person, or adviser is  
1409 governed by any rules of custom or practice, such as the  
1410 Uniform Customs and Practice for Documentary Credits, to which  
1411 the letter of credit, confirmation, or other undertaking is  
1412 expressly made subject. If (i) this article would govern the  
1413 liability of an issuer, nominated person, or adviser under  
1414 subsection (a) or (b), (ii) the relevant undertaking  
1415 incorporates rules of custom or practice, and (iii) there is  
1416 conflict between this article and those rules as applied to  
1417 that undertaking, those rules govern except to the extent of  
1418 any conflict with the nonvariable provisions specified in  
1419 Section 7-5-103(c).

1420 ~~(d)~~ (f) If there is conflict between this article and  
1421 Article 3, 4, 4A, or 9, this article governs.

1422 ~~(e)~~ (g) The forum for settling disputes arising out of  
1423 an undertaking within this article may be chosen in the manner  
1424 and with the binding effect that governing law may be chosen  
1425 in accordance with subsection (a)."

1426 "§7-7-102. Definitions and index of definitions.

1427 (a) In this article, unless the context otherwise  
1428 requires:



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1429 (1) "Bailee" means a person that by a warehouse  
1430 receipt, bill of lading, or other document of title  
1431 acknowledges possession of goods and contracts to deliver  
1432 them.

1433 (2) A "carrier" means a person that issues a bill of  
1434 lading.

1435 (3) "Consignee" means a person named in a bill of  
1436 lading to which or to whose order the bill promises delivery.

1437 (4) "Consignor" means a person named in a bill of  
1438 lading as the person from which the goods have been received  
1439 for shipment.

1440 (5) "Delivery order" means a record that contains an  
1441 order to deliver goods directed to a warehouse, carrier, or  
1442 other person that in the ordinary course of business issues  
1443 warehouse receipts or bills of lading.

1444 (6) "Good faith" means honesty in fact in the conduct  
1445 or transaction concerned.

1446 (7) "Goods" means all things that are treated as  
1447 movable for the purposes of a contract for storage or  
1448 transportation.

1449 (8) "Issuer" means a bailee that issues a document of  
1450 title or, in the case of an unaccepted delivery order, the  
1451 person that orders the possessor of goods to deliver. The term  
1452 includes a person for which an agent or employee purports to  
1453 act in issuing a document if the agent or employee has real or  
1454 apparent authority to issue documents, even if the issuer did  
1455 not receive any goods, the goods were misdescribed, or in any  
1456 other respect the agent or employee violated the issuer's



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1457 instructions.

1458 (9) "Person entitled under the document" means the  
1459 holder, in the case of a negotiable document of title, or the  
1460 person to which delivery of the goods is to be made by the  
1461 terms of, or pursuant to instructions in a record under, a  
1462 nonnegotiable document of title.

1463 (10) ~~"Record" means information that is inscribed on a~~  
1464 ~~tangible medium or that is stored in an electronic or other~~  
1465 ~~medium and is retrievable in perceivable form.~~ [Reserved].

1466 (11) ~~"Sign" means, with present intent to authenticate~~  
1467 ~~or adopt a record:~~

1468 ~~(A) To execute or adopt a tangible symbol; or~~

1469 ~~(B) To attach to or logically associate with the record~~  
1470 ~~an electronic sound, symbol, or process.~~ [Reserved].

1471 (12) "Shipper" means a person that enters into a  
1472 contract of transportation with a carrier.

1473 (13) "Warehouse" means a person engaged in the business  
1474 of storing goods for hire.

1475 (b) Definitions in other articles applying to this  
1476 article and the sections in which they appear are:

1477 (1) "Contract for sale," Section 7-2-106.

1478 (2) "Lessee in ordinary course," Section 7-2A-103.

1479 (3) "Receipt" of goods, Section 7-2-103.

1480 (c) In addition, Article 1 contains general definitions  
1481 and principles of construction and interpretation applicable  
1482 throughout this article."

1483 "§7-7-106. Control of electronic document of title.

1484 (a) A person has control of an electronic document of



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1485 title if a system employed for evidencing the transfer of  
1486 interests in the electronic document reliably establishes that  
1487 person as the person to which the electronic document was  
1488 issued or transferred.

1489 (b) A system satisfies subsection (a), and a person ~~is~~  
1490 ~~deemed to have~~ has control of an electronic document of title,  
1491 if the document is created, stored, and ~~assigned~~ transferred  
1492 in such a manner that:

1493 (1) ~~A~~ a single authoritative copy of the document exists  
1494 which is unique, identifiable, and, except as otherwise  
1495 provided in subdivisions (4), (5), and (6), unalterable;

1496 (2) ~~The~~ the authoritative copy identifies the person  
1497 asserting control as:

1498 a. ~~The~~ the person to which the document was issued; or

1499 b. ~~If~~ if the authoritative copy indicates that the  
1500 document has been transferred, the person to which the  
1501 document was most recently transferred;

1502 (3) ~~The~~ the authoritative copy is communicated to and  
1503 maintained by the person asserting control or its designated  
1504 custodian;

1505 (4) ~~Copies~~ copies or amendments that add or change an  
1506 identified ~~assignee~~ transferee of the authoritative copy can be  
1507 made only with the consent of the person asserting control;

1508 (5) ~~Each~~ each copy of the authoritative copy and any  
1509 copy of a copy is readily identifiable as a copy that is not  
1510 the authoritative copy; and

1511 (6) ~~Any~~ any amendment of the authoritative copy is  
1512 readily identifiable as authorized or unauthorized.



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1513 (c) A system satisfies subsection (a) and a person has  
1514 control of an electronic document of title, if an  
1515 authoritative electronic copy of the document, a record  
1516 attached to or logically associated with the electronic copy,  
1517 or a system in which the electronic copy is recorded:

1518 (1) enables the person readily to identify each  
1519 electronic copy as either an authoritative copy or a  
1520 nonauthoritative copy;

1521 (2) enables the person readily to identify itself in  
1522 any way, including by name, identifying number, cryptographic  
1523 key, office, or account number, as the person to which each  
1524 authoritative electronic copy was issued or transferred; and

1525 (3) gives the person exclusive power, subject to  
1526 subsection (d), to:

1527 (A) prevent others from adding or changing the person  
1528 to which each authoritative electronic copy has been issued or  
1529 transferred; and

1530 (B) transfer control of each authoritative electronic  
1531 copy.

1532 (d) Subject to subsection (e), a power is exclusive  
1533 under subsection (c) (3) (A) and (B), even if:

1534 (1) the authoritative electronic copy, a record  
1535 attached to or logically associated with the authoritative  
1536 electronic copy, or a system in which the authoritative  
1537 electronic copy is recorded limits the use of the document of  
1538 title or has a protocol that is programmed to cause a change,  
1539 including a transfer or loss of control; or

1540 (2) the power is shared with another person.





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1541 (e) A power of a person is not shared with another  
1542 person under subsection (d) (2) and the person's power is not  
1543 exclusive if:

1544 (1) the person can exercise the power only if the power  
1545 also is exercised by the other person; and

1546 (2) the other person:

1547 (A) can exercise the power without exercise of the  
1548 power by the person; or

1549 (B) is the transferor to the person of an interest in  
1550 the document of title.

1551 (f) If a person has the powers specified in subsection  
1552 (c) (3) (A) and (B), the powers are presumed to be exclusive.

1553 (g) A person has control of an electronic document of  
1554 title if another person, other than the transferor to the  
1555 person of an interest in the document:

1556 (1) has control of the document and acknowledges that  
1557 it has control on behalf of the person; or

1558 (2) obtains control of the document after having  
1559 acknowledged that it will obtain control of the document on  
1560 behalf of the person.

1561 (h) A person that has control under this section is not  
1562 required to acknowledge that it has control on behalf of  
1563 another person.

1564 (i) If a person acknowledges that it has or will obtain  
1565 control on behalf of another person, unless the person  
1566 otherwise agrees or law other than this article or Article 9A  
1567 otherwise provides, the person does not owe any duty to the  
1568 other person and is not required to confirm the acknowledgment



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1569 to any other person."

1570 "§7-8-102. Definitions and index of definitions.

1571 (a) In this article:

1572 (1) "Adverse claim" means a claim that a claimant has a  
1573 property interest in a financial asset and that it is a  
1574 violation of the rights of the claimant for another person to  
1575 hold, transfer, or deal with the financial asset.

1576 (2) "Bearer form," as applied to a certificated  
1577 security, means a form in which the security is payable to the  
1578 bearer of the security certificate according to its terms but  
1579 not by reason of an indorsement.

1580 (3) "Broker" means a person defined as a broker or  
1581 dealer under the federal securities laws, but without  
1582 excluding a bank acting in that capacity.

1583 (4) "Certificated security" means a security that is  
1584 represented by a certificate.

1585 (5) "Clearing corporation" means:

1586 (i) a person that is registered as a "clearing agency"  
1587 under the federal securities laws;

1588 (ii) a federal reserve bank; or

1589 (iii) any other person that provides clearance or  
1590 settlement services with respect to financial assets that  
1591 would require it to register as a clearing agency under the  
1592 federal securities laws but for an exclusion or exemption from  
1593 the registration requirement, if its activities as a clearing  
1594 corporation, including ~~promulgation~~adoption of rules, are  
1595 subject to regulation by a federal or state governmental  
1596 authority.



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1597 (6) "Communicate" means to:

1598 (i) send a signed ~~writing~~ record; or

1599 (ii) transmit information by any mechanism agreed upon  
1600 by the persons transmitting and receiving the information.

1601 (7) "Entitlement holder" means a person identified in  
1602 the records of a securities intermediary as the person having  
1603 a security entitlement against the securities intermediary. If  
1604 a person acquires a security entitlement by virtue of Section  
1605 7-8-501(b) (2) or (3), that person is the entitlement holder.

1606 (8) "Entitlement order" means a notification  
1607 communicated to a securities intermediary directing transfer  
1608 or redemption of a financial asset to which the entitlement  
1609 holder has a security entitlement.

1610 (9) "Financial asset," except as otherwise provided in  
1611 Section 7-8-103, means:

1612 (i) a security;

1613 (ii) an obligation of a person or a share,  
1614 participation, or other interest in a person or in property or  
1615 an enterprise of a person, which is, or is of a type, dealt in  
1616 or traded on financial markets, or which is recognized in any  
1617 area in which it is issued or dealt in as a medium for  
1618 investment; or

1619 (iii) any property that is held by a securities  
1620 intermediary for another person in a securities account if the  
1621 securities intermediary has expressly agreed with the other  
1622 person that the property is to be treated as a financial asset  
1623 under this article. As the context requires, the term means  
1624 either the interest itself or the means by which a person's



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1625 claim to it is evidenced, including a certificated or  
1626 uncertificated security, a security certificate, or a security  
1627 entitlement.

1628 (10) "Good faith," for purposes of the obligation of  
1629 good faith in the performance or enforcement of contracts or  
1630 duties within this article, means honesty in fact and the  
1631 observance of reasonable commercial standards of fair dealing.

1632 (11) "Indorsement" means a signature that alone or  
1633 accompanied by other words is made on a security certificate  
1634 in registered form or on a separate document for the purpose  
1635 of assigning, transferring, or redeeming the security or  
1636 granting a power to assign, transfer, or redeem it.

1637 (12) "Instruction" means a notification communicated to  
1638 the issuer of an uncertificated security which directs that  
1639 the transfer of the security be registered or that the  
1640 security be redeemed.

1641 (13) "Registered form," as applied to a certificated  
1642 security, means a form in which:

1643 (i) the security certificate specifies a person  
1644 entitled to the security; and

1645 (ii) a transfer of the security may be registered upon  
1646 books maintained for that purpose by or on behalf of the  
1647 issuer, or the security certificate so states.

1648 (14) "Securities intermediary" means:

1649 (i) a clearing corporation; or

1650 (ii) a person, including a bank or broker, that in the  
1651 ordinary course of its business maintains securities accounts  
1652 for others and is acting in that capacity.



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1653 (15) "Security," except as otherwise provided in  
1654 Section 7-8-103, means an obligation of an issuer or a share,  
1655 participation, or other interest in an issuer or in property  
1656 or an enterprise of an issuer:

1657 (i) which is represented by a security certificate in  
1658 bearer or registered form, or the transfer of which may be  
1659 registered upon books maintained for that purpose by or on  
1660 behalf of the issuer;

1661 (ii) which is one of a class or series or by its terms  
1662 is divisible into a class or series of shares, participations,  
1663 interests, or obligations; and

1664 (iii) which:

1665 (A) is, or is of a type, dealt in or traded on  
1666 securities exchanges or securities markets; or

1667 (B) is a medium for investment and by its terms  
1668 expressly provides that it is a security governed by this  
1669 article.

1670 (16) "Security certificate" means a certificate  
1671 representing a security.

1672 (17) "Security entitlement" means the rights and  
1673 property interest of an entitlement holder with respect to a  
1674 financial asset specified in Part 5.

1675 (18) "Uncertificated security" means a security that is  
1676 not represented by a certificate.

1677 (b) Other definitions applying to this article and the  
1678 sections in which they appear are:

1679 "Appropriate person." Section 7-8-107.

1680 "Control." Section 7-8-106.



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1681 "Delivery." Section 7-8-301.

1682 "Investment company security." Section 7-8-103.

1683 "Issuer." Section 7-8-201.

1684 "Overissue." Section 7-8-210.

1685 "Protected purchaser." Section 7-8-303.

1686 "Securities account." Section 7-8-501.

1687 (b.1) The following definitions in this article and  
1688 other articles apply to this article:

1689 "Controllable account." Section 7-9A-102.

1690 "Controllable electronic record." Section 7-12-102.

1691 "Controllable payment intangible." Section 7-9A-102.

1692 (c) In addition, Article 1 contains general definitions  
1693 and principles of construction and interpretation applicable  
1694 throughout this article.

1695 (d) The characterization of a person, business, or  
1696 transaction for purposes of this article does not determine  
1697 the characterization of the person, business, or transaction  
1698 for purposes of any other law, regulation, or rule."

1699 "§7-8-103. Rules for determining whether certain  
1700 obligations and interests are securities or financial assets.

1701 (a) A share or similar equity interest issued by a  
1702 corporation, business trust, joint stock company, or similar  
1703 entity is a security.

1704 (b) An "investment company security" is a security.

1705 "Investment company security" means a share or similar equity  
1706 interest issued by an entity that is registered as an  
1707 investment company under the federal investment company laws,  
1708 an interest in a unit investment trust that is so registered,



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1709 or a face-amount certificate issued by a face-amount  
1710 certificate company that is so registered. Investment company  
1711 security does not include an insurance policy or endowment  
1712 policy or annuity contract issued by an insurance company.

1713 (c) An interest in a partnership or limited liability  
1714 company is not a security unless it is dealt in or traded on  
1715 securities exchanges or in securities markets, its terms  
1716 expressly provide that it is a security governed by this  
1717 article, or it is an investment company security. However, an  
1718 interest in a partnership or limited liability company is a  
1719 financial asset if it is held in a securities account.

1720 (d) A writing that is a security certificate is  
1721 governed by this article and not by Article 3, even though it  
1722 also meets the requirements of that article. However, a  
1723 negotiable instrument governed by Article 3 is a financial  
1724 asset if it is held in a securities account.

1725 (e) An option or similar obligation issued by a  
1726 clearing corporation to its participants is not a security,  
1727 but is a financial asset.

1728 (f) A commodity contract, as defined in Section  
1729 7-9A-102(a)(15), is not a security or a financial asset.

1730 (g) A document of title is not a financial asset unless  
1731 Section 7-8-102(a)(9)(iii) applies.

1732 (h) A controllable account, controllable electronic  
1733 record, or controllable payment intangible is not a financial  
1734 asset unless Section 7-8-102(a)(9)(iii) applies."

1735 "§7-8-106. Control.

1736 (a) A purchaser has "control" of a certificated



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1737 security in bearer form if the certificated security is  
1738 delivered to the purchaser.

1739 (b) A purchaser has "control" of a certificated  
1740 security in registered form if the certificated security is  
1741 delivered to the purchaser, and:

1742 (1) the certificate is indorsed to the purchaser or in  
1743 blank by an effective indorsement; or

1744 (2) the certificate is registered in the name of the  
1745 purchaser, upon original issue or registration of transfer by  
1746 the issuer.

1747 (c) A purchaser has "control" of an uncertificated  
1748 security if:

1749 (1) the uncertificated security is delivered to the  
1750 purchaser; or

1751 (2) the issuer has agreed that it will comply with  
1752 instructions originated by the purchaser without further  
1753 consent by the registered owner.

1754 (d) A purchaser has "control" of a security entitlement  
1755 if:

1756 (1) the purchaser becomes the entitlement holder;

1757 (2) the securities intermediary has agreed that it will  
1758 comply with entitlement orders originated by the purchaser  
1759 without further consent by the entitlement holder; or

1760 (3) ~~another person has control of the security~~  
1761 ~~entitlement on behalf of the purchaser or, having previously~~  
1762 ~~acquired control of the security entitlement, acknowledges~~  
1763 ~~that it has control on behalf of the purchaser.~~ person, other  
1764 than the transferor to the purchaser of an interest in the





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1765 security entitlement:

1766 (A) has control of the security entitlement and  
1767 acknowledges that it has control on behalf of the purchaser;

1768 or

1769 (B) obtains control of the security entitlement after  
1770 having acknowledged that it will obtain control of the  
1771 security entitlement on behalf of the purchaser.

1772 (e) If an interest in a security entitlement is granted  
1773 by the entitlement holder to the entitlement holder's own  
1774 securities intermediary, the securities intermediary has  
1775 control.

1776 (f) A purchaser who has satisfied the requirements of  
1777 subsection (c) or (d) has control, even if the registered  
1778 owner in the case of subsection (c) or the entitlement holder  
1779 in the case of subsection (d) retains the right to make  
1780 substitutions for the uncertificated security or security  
1781 entitlement, to originate instructions or entitlement orders  
1782 to the issuer or securities intermediary, or otherwise to deal  
1783 with the uncertificated security or security entitlement.

1784 (g) An issuer or a securities intermediary may not  
1785 enter into an agreement of the kind described in subsection  
1786 (c) (2) or (d) (2) without the consent of the registered owner  
1787 or entitlement holder, but an issuer or a securities  
1788 intermediary is not required to enter into such an agreement  
1789 even though the registered owner or entitlement holder so  
1790 directs. An issuer or securities intermediary that has entered  
1791 into such an agreement is not required to confirm the  
1792 existence of the agreement to another party unless requested



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1793 to do so by the registered owner or entitlement holder.

1794 (h) A person that has control under this section is not  
1795 required to acknowledge that it has control on behalf of a  
1796 purchaser.

1797 (i) If a person acknowledges that it has or will obtain  
1798 control on behalf of a purchaser, unless the person otherwise  
1799 agrees or law other than this article or Article 9A otherwise  
1800 provides, the person does not owe any duty to the purchaser  
1801 and is not required to confirm the acknowledgement to any  
1802 other person."

1803 "§7-8-110. Applicability; choice of law.

1804 (a) The local law of the issuer's jurisdiction, as  
1805 specified in subsection (d), governs:

1806 (1) the validity of a security;

1807 (2) the rights and duties of the issuer with respect to  
1808 registration of transfer;

1809 (3) the effectiveness of registration of transfer by  
1810 the issuer;

1811 (4) whether the issuer owes any duties to an adverse  
1812 claimant to a security; and

1813 (5) whether an adverse claim can be asserted against a  
1814 person to whom transfer of a certificated or uncertificated  
1815 security is registered or a person who obtains control of an  
1816 uncertificated security.

1817 (b) The local law of the securities intermediary's  
1818 jurisdiction, as specified in subsection (e), governs:

1819 (1) acquisition of a security entitlement from the  
1820 securities intermediary;



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1821 (2) the rights and duties of the securities  
1822 intermediary and entitlement holder arising out of a security  
1823 entitlement;

1824 (3) whether the securities intermediary owes any duties  
1825 to an adverse claimant to a security entitlement; and

1826 (4) whether an adverse claim can be asserted against a  
1827 person who acquires a security entitlement from the securities  
1828 intermediary or a person who purchases a security entitlement  
1829 or interest therein from an entitlement holder.

1830 (c) The local law of the jurisdiction in which a  
1831 security certificate is located at the time of delivery  
1832 governs whether an adverse claim can be asserted against a  
1833 person to whom the security certificate is delivered.

1834 (d) "Issuer's jurisdiction" means the jurisdiction  
1835 under which the issuer of the security is organized or, if  
1836 permitted by the law of that jurisdiction, the law of another  
1837 jurisdiction specified by the issuer. An issuer organized  
1838 under the law of this state may specify the law of another  
1839 jurisdiction as the law governing the matters specified in  
1840 subsection (a)(2) through (5).

1841 (e) The following rules determine a "securities  
1842 intermediary's jurisdiction" for purposes of this section:

1843 (1) If an agreement between the securities intermediary  
1844 and its entitlement holder governing the securities account  
1845 expressly provides that a particular jurisdiction is the  
1846 securities intermediary's jurisdiction for purposes of this  
1847 part, this article, or this title, that jurisdiction is the  
1848 securities intermediary's jurisdiction.



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1849           (2) If paragraph (1) does not apply and an agreement  
1850 between the securities intermediary and its entitlement holder  
1851 governing the securities account expressly provides that the  
1852 agreement is governed by the law of a particular jurisdiction,  
1853 that jurisdiction is the securities intermediary's  
1854 jurisdiction.

1855           (3) If neither paragraph (1) nor paragraph (2) applies  
1856 and an agreement between the securities intermediary and its  
1857 entitlement holder governing the securities account expressly  
1858 provides that the securities account is maintained at an  
1859 office in a particular jurisdiction, that jurisdiction is the  
1860 securities intermediary's jurisdiction.

1861           (4) If none of the preceding paragraphs applies, the  
1862 securities intermediary's jurisdiction is the jurisdiction in  
1863 which the office identified in an account statement as the  
1864 office serving the entitlement holder's account is located.

1865           (5) If none of the preceding paragraphs applies, the  
1866 securities intermediary's jurisdiction is the jurisdiction in  
1867 which the chief executive office of the securities  
1868 intermediary is located.

1869           (f) A securities intermediary's jurisdiction is not  
1870 determined by the physical location of certificates  
1871 representing financial assets, or by the jurisdiction in which  
1872 is organized the issuer of the financial asset with respect to  
1873 which an entitlement holder has a security entitlement, or by  
1874 the location of facilities for data processing or other record  
1875 keeping concerning the account.

1876           [\(g\) The local law of the issuer's jurisdiction or the](#)



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1877 securities intermediary's jurisdiction governs a matter or  
1878 transaction specified in subsection (a) or (b) even if the  
1879 matter or transaction does not bear any relation to that  
1880 jurisdiction."

1881 "§7-8-303. Protected purchaser.

1882 (a) "Protected purchaser" means a purchaser of a  
1883 certificated or uncertificated security, or of an interest  
1884 therein, who:

1885 (1) gives value;

1886 (2) does not have notice of any adverse claim to the  
1887 security; and

1888 (3) obtains control of the certificated or  
1889 uncertificated security.

1890 (b) ~~In addition to acquiring the rights of a purchaser,~~  
1891 a A protected purchaser ~~also~~ acquires its interest in the  
1892 security free of any adverse claim.

1893 "§7-9A-102. Definitions and index of definitions.

1894 (a) Article 9A definitions. In this article:

1895 (1) "Accession" means goods that are physically united  
1896 with other goods in such a manner that the identity of the  
1897 original goods is not lost.

1898 (2) "Account," except as used in "account for,"

1899 "account statement," "account to," "commodity account" in  
1900 paragraph (14), "customer's account," "deposit account" in  
1901 paragraph (29), "on account of," and "statement of account,"

1902 means a right to payment of a monetary obligation, whether or  
1903 not earned by performance, (i) for property that has been or  
1904 is to be sold, leased, licensed, assigned, or otherwise



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1905 disposed of, (ii) for services rendered or to be rendered,  
1906 (iii) for a policy of insurance issued or to be issued, (iv)  
1907 for a secondary obligation incurred or to be incurred, (v) for  
1908 energy provided or to be provided, (vi) for the use or hire of  
1909 a vessel under a charter or other contract, (vii) arising out  
1910 of the use of a credit or charge card or information contained  
1911 on or for use with the card, or (viii) as winnings in a  
1912 lottery or other game of chance operated or sponsored by a  
1913 State, governmental unit of a State, or person licensed or  
1914 authorized to operate the game by a State or governmental unit  
1915 of a State. The term includes controllable accounts and  
1916 health-care-insurance receivables. The term does not include  
1917 (i) ~~rights to payment evidenced by chattel paper or an~~  
1918 ~~instrument~~ chattel paper, (ii) commercial tort claims, (iii)  
1919 deposit accounts, (iv) investment property, (v)  
1920 letter-of-credit rights or letters of credit, ~~or~~ (vi) rights  
1921 to payment for money or funds advanced or sold, other than  
1922 rights arising out of the use of a credit or charge card or  
1923 information contained on or for use with the card, or (vii)  
1924 rights to payment evidenced by an instrument.

1925 (3) "Account debtor" means a person obligated on an  
1926 account, chattel paper, or general intangible. The term does  
1927 not include persons obligated to pay a negotiable instrument,  
1928 even if the negotiable instrument ~~constitutes part of~~  
1929 evidences chattel paper.

1930 (4) "Accounting," except as used in "accounting for,"  
1931 means a record:

1932 (A) ~~authenticated~~ signed by a secured party;



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1933 (B) indicating the aggregate unpaid secured obligations  
1934 as of a date not more than 35 days earlier or 35 days later  
1935 than the date of the record; and

1936 (C) identifying the components of the obligations in  
1937 reasonable detail.

1938 (5) "Agricultural lien" means an interest, other than a  
1939 security interest, in farm products:

1940 (A) which secures payment or performance of an  
1941 obligation for:

1942 (i) goods or services furnished in connection with a  
1943 debtor's farming operation; or

1944 (ii) rent on real property leased by a debtor in  
1945 connection with its farming operation;

1946 (B) which is created by statute in favor of a person  
1947 that:

1948 (i) in the ordinary course of its business furnished  
1949 goods or services to a debtor in connection with a debtor's  
1950 farming operation; or

1951 (ii) leased real property to a debtor in connection  
1952 with the debtor's farming operation; and

1953 (C) whose effectiveness does not depend on the person's  
1954 possession of the personal property.

1955 (6) "As-extracted collateral" means:

1956 (A) oil, gas, or other minerals that are subject to a  
1957 security interest that:

1958 (i) is created by a debtor having an interest in the  
1959 minerals before extraction; and

1960 (ii) attaches to the minerals as extracted; or



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1961 (B) accounts arising out of the sale at the wellhead or  
1962 mine of oil, gas, or other minerals in which the debtor had an  
1963 interest before extraction.

1964 (7) [Reserved]. ~~"Authenticate" means:~~

1965 ~~(A) to sign; or~~

1966 ~~(B) with present intent to adopt or accept a record, to~~  
1967 ~~attach to or logically associate with the record an electronic~~  
1968 ~~sound, symbol, or process.~~

1969 (7A) "Assignee," except as used in "assignee for  
1970 benefit of creditors," means a person (i) in whose favor a  
1971 security interest that secures an obligation is created or  
1972 provided for under a security agreement, whether or not the  
1973 obligation is outstanding or (ii) to which an account, chattel  
1974 paper, payment intangible, or promissory note has been sold.  
1975 The term includes a person to which a security interest has  
1976 been transferred by a secured party.

1977 (7B) "Assignor" means a person that (i) under a  
1978 security agreement creates or provides for a security interest  
1979 that secures an obligation or (ii) sells an account, chattel  
1980 paper, payment intangible, or promissory note. The term  
1981 includes a secured party that has transferred a security  
1982 interest to another person.

1983 (8) "Bank" means an organization that is engaged in the  
1984 business of banking. The term includes savings banks, savings  
1985 and loan associations, credit unions, and trust companies.

1986 (9) "Cash proceeds" means proceeds that are money,  
1987 checks, deposit accounts, or the like.

1988 (10) "Certificate of title" means a certificate of





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1989 title with respect to which a statute provides for the  
1990 security interest in question to be indicated on the  
1991 certificate as a condition or result of the security  
1992 interest's obtaining priority over the rights of a lien  
1993 creditor with respect to the collateral. The term includes  
1994 another record maintained as an alternative to a certificate  
1995 of title by the governmental unit that issues certificates of  
1996 title if a statute permits the security interest in question  
1997 to be indicated on the record as a condition or result of the  
1998 security interest's obtaining priority over the rights of a  
1999 lien creditor with respect to the collateral.

2000 ~~(11) "Chattel paper" means a record or records that~~  
2001 ~~evidence both a monetary obligation and a security interest in~~  
2002 ~~specific goods, a security interest in specific goods and~~  
2003 ~~software used in the goods, a security interest in specific~~  
2004 ~~goods and license of software used in the goods, a lease of~~  
2005 ~~specific goods, or a lease of specific goods and license of~~  
2006 ~~software used in the goods. In this paragraph, "monetary~~  
2007 ~~obligation" means a monetary obligation secured by the goods~~  
2008 ~~or owed under a lease of the goods and includes a monetary~~  
2009 ~~obligation with respect to software used in the goods. The~~  
2010 ~~term does not include (i) charters or other contracts~~  
2011 ~~involving the use or hire of a vessel or (ii) records that~~  
2012 ~~evidence a right to payment arising out of the use of a credit~~  
2013 ~~or charge card or information contained on or for use with the~~  
2014 ~~card. If a transaction is evidenced by records that include an~~  
2015 ~~instrument or series of instruments, the group of records~~  
2016 ~~taken together constitutes chattel paper.~~



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2017 (11) "Chattel paper" means:

2018 (A) a right to payment of a monetary obligation secured  
2019 by specific goods, if the right to payment and security  
2020 agreement are evidenced by a record; or

2021 (B) a right to payment of a monetary obligation owed by  
2022 a lessee under a lease agreement with respect to specific  
2023 goods and a monetary obligation owed by the lessee in  
2024 connection with the transaction giving rise to the lease, if:

2025 (i) the right to payment and lease agreement are  
2026 evidenced by a record; and

2027 (ii) the predominant purpose of the transaction giving  
2028 rise to the lease was to give the lessee the right to  
2029 possession and use of the goods.

2030 The term does not include a right to payment arising  
2031 out of a charter or other contract involving the use or hire  
2032 of a vessel or a right to payment arising out of the use of a  
2033 credit or charge card or information contained on or for use  
2034 with the card.

2035 (12) "Collateral" means the property subject to a  
2036 security interest or agricultural lien. The term includes:

2037 (A) proceeds to which a security interest attaches;

2038 (B) accounts, chattel paper, payment intangibles, and  
2039 promissory notes that have been sold; and

2040 (C) goods that are the subject of a consignment.

2041 (13) "Commercial tort claim" means a claim arising in  
2042 tort with respect to which:

2043 (A) the claimant is an organization; or

2044 (B) the claimant is an individual and the claim:



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2045 (i) arose in the course of the claimant's business or  
2046 profession; and

2047 (ii) does not include damages arising out of personal  
2048 injury to or the death of an individual.

2049 (14) "Commodity account" means an account maintained by  
2050 a commodity intermediary in which a commodity contract is  
2051 carried for a commodity customer.

2052 (15) "Commodity contract" means a commodity futures  
2053 contract, an option on a commodity futures contract, a  
2054 commodity option, or another contract if the contract or  
2055 option is:

2056 (A) traded on or subject to the rules of a board of  
2057 trade that has been designated as a contract market for such a  
2058 contract pursuant to federal commodities laws; or

2059 (B) traded on a foreign commodity board of trade,  
2060 exchange, or market, and is carried on the books of a  
2061 commodity intermediary for a commodity customer.

2062 (16) "Commodity customer" means a person for which a  
2063 commodity intermediary carries a commodity contract on its  
2064 books.

2065 (17) "Commodity intermediary" means a person that:

2066 (A) is registered as a futures commission merchant  
2067 under federal commodities law; or

2068 (B) in the ordinary course of its business provides  
2069 clearance or settlement services for a board of trade that has  
2070 been designated as a contract market pursuant to federal  
2071 commodities law.

2072 (18) "Communicate" means:



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2073 (A) to send a written or other tangible record;

2074 (B) to transmit a record by any means agreed upon by  
2075 the persons sending and receiving the record; or

2076 (C) in the case of transmission of a record to or by a  
2077 filing office, to transmit a record by any means prescribed by  
2078 filing-office rule.

2079 (19) "Consignee" means a merchant to which goods are  
2080 delivered in a consignment.

2081 (20) "Consignment" means a transaction, regardless of  
2082 its form, in which a person delivers goods to a merchant for  
2083 the purpose of sale and:

2084 (A) the merchant:

2085 (i) deals in goods of that kind under a name other than  
2086 the name of the person making delivery;

2087 (ii) is not an auctioneer; and

2088 (iii) is not generally known by its creditors to be  
2089 substantially engaged in selling the goods of others;

2090 (B) with respect to each delivery, the aggregate value  
2091 of the goods is ~~\$1,000~~ one thousand dollars (\$1,000) or more at  
2092 the time of delivery;

2093 (C) the goods are not consumer goods immediately before  
2094 delivery; and

2095 (D) the transaction does not create a security interest  
2096 that secures an obligation.

2097 (21) "Consignor" means a person that delivers goods to  
2098 a consignee in a consignment.

2099 (22) "Consumer debtor" means a debtor in a consumer  
2100 transaction.



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2101 (23) "Consumer goods" means goods that are used or  
2102 bought for use primarily for personal, family, or household  
2103 purposes.

2104 (24) "Consumer-goods transaction" means a consumer  
2105 transaction in which:

2106 (A) an individual incurs an obligation primarily for  
2107 personal, family, or household purposes; and

2108 (B) a security interest in consumer goods secures the  
2109 obligation.

2110 (25) "Consumer obligor" means an obligor who is an  
2111 individual and who incurred the obligation as part of a  
2112 transaction entered into primarily for personal, family, or  
2113 household purposes.

2114 (26) "Consumer transaction" means a transaction in  
2115 which (i) an individual incurs an obligation primarily for  
2116 personal, family, or household purposes, (ii) a security  
2117 interest secures the obligation, and (iii) the collateral is  
2118 held or acquired primarily for personal, family, or household  
2119 purposes. The term includes consumer-goods transactions.

2120 (27) "Continuation statement" means an amendment of a  
2121 financing statement which:

2122 (A) identifies, by its file number, the initial  
2123 financing statement to which it relates; and

2124 (B) indicates that it is a continuation statement for,  
2125 or that it is filed to continue the effectiveness of, the  
2126 identified financing statement.

2127 (27A) "Controllable account" means an account evidenced  
2128 by a controllable electronic record that provides that the



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2129 account debtor undertakes to pay the person that has control  
2130 under Section 7-12-105 of the controllable electronic record.

2131 (27B) "Controllable payment intangible" means a payment  
2132 intangible evidenced by a controllable electronic record that  
2133 provides that the account debtor undertakes to pay the person  
2134 that has control under Section 7-12-105 of the controllable  
2135 electronic record.

2136 (28) "Debtor" means:

2137 (A) a person having an interest, other than a security  
2138 interest or other lien, in the collateral, whether or not the  
2139 person is an obligor;

2140 (B) a seller of accounts, chattel paper, payment  
2141 intangibles, or promissory notes; or

2142 (C) a consignee.

2143 (29) "Deposit account" means a demand, time, savings,  
2144 passbook, or similar account maintained with a bank. The term  
2145 does not include investment property or accounts evidenced by  
2146 an instrument.

2147 (30) "Document" means a document of title or a receipt  
2148 of the type described in Section 7-7-201(b).

2149 ~~(31) "Electronic chattel paper" means chattel paper~~  
2150 ~~evidenced by a record or records consisting of information~~  
2151 ~~stored in an electronic medium.~~ [Reserved].

2152 (32) "Encumbrance" means a right, other than an  
2153 ownership interest, in real property. The term includes  
2154 mortgages and other liens on real property.

2155 (33) "Equipment" means goods other than inventory, farm  
2156 products, or consumer goods.



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2157 (34) "Farm products" means goods, other than standing  
2158 timber, with respect to which the debtor is engaged in a  
2159 farming operation and which are:

2160 (A) crops grown, growing, or to be grown, including:

2161 (i) crops produced on trees, vines, and bushes; and

2162 (ii) aquatic goods produced in aquacultural operations;

2163 (B) livestock, born or unborn, including aquatic goods  
2164 produced in aquacultural operations;

2165 (C) supplies used or produced in a farming operation;

2166 or

2167 (D) products of crops or livestock in their  
2168 unmanufactured states.

2169 (35) "Farming operation" means raising, cultivating,  
2170 propagating, fattening, grazing, or any other farming,  
2171 livestock, or aquacultural operation.

2172 (36) "File number" means the number assigned to an  
2173 initial financing statement pursuant to Section 7-9A-519(a).

2174 (37) "Filing office" means an office designated in  
2175 Section 7-9A-501 as the place to file a financing statement.

2176 (38) "Filing-office rule" means a rule adopted pursuant  
2177 to Section 7-9A-526.

2178 (39) "Financing statement" means a record or records  
2179 composed of an initial financing statement and any filed  
2180 record relating to the initial financing statement.

2181 (40) "Fixture filing" means the filing of a financing  
2182 statement covering goods that are or are to become fixtures  
2183 and satisfying Section 7-9A-502(a) and (b). The term includes  
2184 the filing of a financing statement covering goods of a



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2185 transmitting utility which are or are to become fixtures.

2186 (41) "Fixtures" means goods that have become so related  
2187 to particular real property that an interest in them arises  
2188 under real property law.

2189 (42) "General intangible" means any personal property,  
2190 including things in action, other than accounts, chattel  
2191 paper, commercial tort claims, deposit accounts, documents,  
2192 goods, instruments, investment property, letter-of-credit  
2193 rights, letters of credit, money, and oil, gas, or other  
2194 minerals before extraction. The term includes controllable  
2195 electronic records, payment intangibles, and software.

2196 (43) "Good faith" means honesty in fact in the conduct  
2197 or transaction concerned.

2198 (44) "Goods" means all things that are movable when a  
2199 security interest attaches. The term includes (i) fixtures,  
2200 (ii) standing timber that is to be cut and removed under a  
2201 conveyance or contract for sale, to the extent such standing  
2202 timber and cutting rights with respect thereto are considered  
2203 as chattels under Section 35-4-363, (iii) the unborn young of  
2204 animals, (iv) crops grown, growing, or to be grown, even if  
2205 the crops are produced on trees, vines, or bushes, and (v)  
2206 manufactured homes. The term also includes a computer program  
2207 embedded in goods and any supporting information provided in  
2208 connection with a transaction relating to the program if (i)  
2209 the program is associated with the goods in such a manner that  
2210 it customarily is considered part of the goods, or (ii) by  
2211 becoming the owner of the goods, a person acquires a right to  
2212 use the program in connection with the goods. The term does





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2213 not include a computer program embedded in goods that consist  
2214 solely of the medium in which the program is embedded. The  
2215 term also does not include accounts, chattel paper, commercial  
2216 tort claims, deposit accounts, documents, general intangibles,  
2217 instruments, investment property, letter-of-credit rights,  
2218 letters of credit, money, or oil, gas, or other minerals  
2219 before extraction.

2220 (45) "Governmental unit" means a subdivision, agency,  
2221 department, county, parish, municipality, or other unit of the  
2222 government of the United States, a state, or a foreign  
2223 country. The term includes an organization having a separate  
2224 corporate existence if the organization is eligible to issue  
2225 debt on which interest is exempt from income taxation under  
2226 the laws of the United States.

2227 (46) "Health-care-insurance receivable" means an  
2228 interest in or claim under a policy of insurance which is a  
2229 right to payment of a monetary obligation for health-care  
2230 goods or services provided.

2231 (47) "Instrument" means a negotiable instrument or any  
2232 other writing that evidences a right to the payment of a  
2233 monetary obligation, is not itself a security agreement or  
2234 lease, and is of a type that in ordinary course of business is  
2235 transferred by delivery with any necessary indorsement or  
2236 assignment. The term does not include (i) investment property,  
2237 (ii) letters of credit, ~~or~~ (iii) writings that evidence a  
2238 right to payment arising out of the use of a credit or charge  
2239 card or information contained on or for use with the card, or  
2240 (iv) writings that evidence chattel paper.



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2241 (48) "Inventory" means goods, other than farm products,  
2242 which:

2243 (A) are leased by a person as lessor;

2244 (B) are held by a person for sale or lease or to be  
2245 furnished under a contract of service;

2246 (C) are furnished by a person under a contract of  
2247 service; or

2248 (D) consist of raw materials, work in process, or  
2249 materials used or consumed in a business.

2250 (49) "Investment property" means a security, whether  
2251 certificated or uncertificated, security entitlement,  
2252 securities account, commodity contract, or commodity account.

2253 (50) "Jurisdiction of organization," with respect to a  
2254 registered organization, means the jurisdiction under whose  
2255 law the organization is formed or organized.

2256 (51) "Letter-of-credit right" means a right to payment  
2257 or performance under a letter of credit, whether or not the  
2258 beneficiary has demanded or is at the time entitled to demand  
2259 payment or performance. The term does not include the right of  
2260 a beneficiary to demand payment or performance under a letter  
2261 of credit.

2262 (52) "Lien creditor" means:

2263 (A) a creditor that has acquired a lien on the property  
2264 involved by attachment, levy, or the like;

2265 (B) an assignee for benefit of creditors from the time  
2266 of assignment;

2267 (C) a trustee in bankruptcy from the date of the filing  
2268 of the petition; or



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2269 (D) a receiver in equity from the time of appointment.

2270 (53) "Manufactured home" means a structure defined as a  
2271 "manufactured home" in Section 32-8-2.

2272 (54) "Manufactured-home transaction" means a secured  
2273 transaction:

2274 (A) that creates a purchase-money security interest in  
2275 a manufactured home, other than a manufactured home held as  
2276 inventory; or

2277 (B) in which a manufactured home, other than a  
2278 manufactured home held as inventory, is the primary  
2279 collateral.

2280 (54A) "Money" has the meaning as in Section  
2281 7-1-201(b) (24), but does not include a deposit account.

2282 (55) "Mortgage" means a consensual interest in real  
2283 property, including fixtures, which secures payment or  
2284 performance of an obligation.

2285 (56) "New debtor" means a person that becomes bound as  
2286 debtor under Section 7-9A-203(d) by a security agreement  
2287 previously entered into by another person.

2288 (57) "New value" means (i) money, (ii) money's worth in  
2289 property, services, or new credit, or (iii) release by a  
2290 transferee of an interest in property previously transferred  
2291 to the transferee. The term does not include an obligation  
2292 substituted for another obligation.

2293 (58) "Noncash proceeds" means proceeds other than cash  
2294 proceeds.

2295 (59) "Obligor" means a person that, with respect to an  
2296 obligation secured by a security interest in or an



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2297 agricultural lien on the collateral, (i) owes payment or other  
2298 performance of the obligation, (ii) has provided property  
2299 other than the collateral to secure payment or other  
2300 performance of the obligation, or (iii) is otherwise  
2301 accountable in whole or in part for payment or other  
2302 performance of the obligation. The term does not include  
2303 issuers or nominated persons under a letter of credit.

2304 (60) "Original debtor," except as used in Section  
2305 7-9A-310(c), means a person that, as debtor, entered into a  
2306 security agreement to which a new debtor has become bound  
2307 under Section 7-9A-203(d).

2308 (61) "Payment intangible" means a general intangible  
2309 under which the account debtor's principal obligation is a  
2310 monetary obligation. The term includes a controllable payment  
2311 intangible.

2312 (62) "Person related to," with respect to an  
2313 individual, means:

2314 (A) the spouse of the individual;

2315 (B) a brother, brother-in-law, sister, or sister-in-law  
2316 of the individual;

2317 (C) an ancestor or lineal descendant of the individual  
2318 or the individual's spouse; or

2319 (D) any other relative, by blood or marriage, of the  
2320 individual or the individual's spouse who shares the same home  
2321 with the individual.

2322 (63) "Person related to," with respect to an  
2323 organization, means:

2324 (A) a person directly or indirectly controlling,



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2325 controlled by, or under common control with the organization;

2326 (B) an officer or director of, or a person performing  
2327 similar functions with respect to, the organization;

2328 (C) an officer or director of, or a person performing  
2329 similar functions with respect to, a person described in  
2330 subparagraph (A);

2331 (D) the spouse of an individual described in  
2332 subparagraph (A), (B), or (C); or

2333 (E) an individual who is related by blood or marriage  
2334 to an individual described in subparagraph (A), (B), (C), or  
2335 (D) and shares the same home with the individual.

2336 (64) "Proceeds," except as used in Section 7-9A-609(b),  
2337 means the following property:

2338 (A) whatever is acquired upon the sale, lease, license,  
2339 exchange, or other disposition of collateral;

2340 (B) whatever is collected on, or distributed on account  
2341 of, collateral;

2342 (C) rights arising out of collateral;

2343 (D) to the extent of the value of collateral, claims  
2344 arising out of the loss, nonconformity, or interference with  
2345 the use of, defects or infringement of rights in, or damage  
2346 to, the collateral; or

2347 (E) to the extent of the value of collateral and to the  
2348 extent payable to the debtor or the secured party, insurance  
2349 payable by reason of the loss or nonconformity of, defects or  
2350 infringement of rights in, or damage to, the collateral.

2351 (65) "Promissory note" means an instrument that  
2352 evidences a promise to pay a monetary obligation, does not



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2353 evidence an order to pay, and does not contain an  
2354 acknowledgment by a bank that the bank has received for  
2355 deposit a sum of money or funds.

2356 (66) "Proposal" means a record ~~authenticated~~ signed by  
2357 a secured party which includes the terms on which the secured  
2358 party is willing to accept collateral in full or partial  
2359 satisfaction of the obligation it secures pursuant to Sections  
2360 7-9A-620, 7-9A-621, and 7-9A-622.

2361 (67) Omitted.

2362 (68) "Public organic record" means a record that is  
2363 available to the public for inspection and that is:

2364 (A) a record consisting of the record initially filed  
2365 with or issued by a state or the United States to form or  
2366 organize an organization and any record filed with or issued  
2367 by the state or the United States which amends or restates the  
2368 initial record;

2369 (B) an organic record of a business trust consisting of  
2370 the record initially filed with a state and any record filed  
2371 with the state which amends or restates the initial record, if  
2372 a statute of the state governing business trusts requires that  
2373 the record be filed with the state; or

2374 (C) a record consisting of legislation enacted by the  
2375 legislature of a state or the Congress of the United States  
2376 which forms or organizes an organization, any record amending  
2377 the legislation, and any record filed with or issued by the  
2378 state or United States which amends or restates the name of  
2379 the organization.

2380 For purposes of this definition and the definition of



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2381 registered organization, a certificate of formation filed with  
2382 a judge of probate pursuant to Section 10A-1-4.02(a) is filed  
2383 with the state.

2384 (69) "Pursuant to commitment," with respect to an  
2385 advance made or other value given by a secured party, means  
2386 pursuant to the secured party's obligation, whether or not a  
2387 subsequent event of default or other event not within the  
2388 secured party's control has relieved or may relieve the  
2389 secured party from its obligation.

2390 (70) "Record," except as used in "for record," "of  
2391 record," "record or legal title," and "record owner," means  
2392 information that is inscribed on a tangible medium or which is  
2393 stored in an electronic or other medium and is retrievable in  
2394 perceivable form.

2395 (71) "Registered organization" means an organization  
2396 formed or organized solely under the law of a single State or  
2397 the United States by the filing of a public organic record  
2398 with, the issuance of a public organic record by, or the  
2399 enactment of legislation by the state or the United States.  
2400 The term ~~inudes~~includes a business trust that is formed or  
2401 organized under the law of a single state if a statute of the  
2402 state governing business trusts requires that the business  
2403 trust's organic record be filed with the state.

2404 (72) "Secondary obligor" means an obligor to the extent  
2405 that:

2406 (A) the obligor's obligation is secondary; or

2407 (B) the obligor has a right of recourse with respect to  
2408 an obligation secured by collateral against the debtor,



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2409 another obligor, or property of either.

2410 (73) "Secured party" means:

2411 (A) a person in whose favor a security interest is  
2412 created or provided for under a security agreement, whether or  
2413 not any obligation to be secured is outstanding;

2414 (B) a person that holds an agricultural lien;

2415 (C) a consignor;

2416 (D) a person to which accounts, chattel paper, payment  
2417 intangibles, or promissory notes have been sold;

2418 (E) a trustee, indenture trustee, agent, collateral  
2419 agent, or other representative in whose favor a security  
2420 interest or agricultural lien is created or provided for; or

2421 (F) a person that holds a security interest arising  
2422 under Section 7-2-401, 7-2-505, 7-2-711(3), 7-2A-508(5),  
2423 7-4-210, or 7-5-118.

2424 (74) "Security agreement" means an agreement that  
2425 creates or provides for a security interest.

2426 (75) ~~"Send," in connection with a record or  
2427 notification, means:~~

2428 ~~(A) to deposit in the mail, deliver for transmission,  
2429 or transmit by any other usual means of communication, with  
2430 postage or cost of transmission provided for, addressed to any  
2431 address reasonable under the circumstances; or~~

2432 ~~(B) to cause the record or notification to be received  
2433 within the time that it would have been received if properly  
2434 sent under subparagraph (A).~~ [Reserved.]

2435 (76) "Software" means a computer program and any  
2436 supporting information provided in connection with a





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2437 transaction relating to the program. The term does not include  
2438 a computer program that is included in the definition of  
2439 goods.

2440 (77) "State" means a state of the United States, the  
2441 District of Columbia, Puerto Rico, the United States Virgin  
2442 Islands, or any territory or insular possession subject to the  
2443 jurisdiction of the United States.

2444 (78) "Supporting obligation" means a letter-of-credit  
2445 right or secondary obligation that supports the payment or  
2446 performance of an account, chattel paper, a document, a  
2447 general intangible, an instrument, or investment property.

2448 (79) ~~"Tangible chattel paper" means chattel paper~~  
2449 ~~evidenced by a record or records consisting of information~~  
2450 ~~that is inscribed on a tangible medium.~~ [Reserved.]

2451 (80) "Termination statement" means an amendment of a  
2452 financing statement which:

2453 (A) identifies, by its file number, the initial  
2454 financing statement to which it relates; and

2455 (B) indicates either that it is a termination statement  
2456 or that the identified financing statement is no longer  
2457 effective.

2458 (81) "Transmitting utility" means a person primarily  
2459 engaged in the business of:

2460 (A) operating a railroad, subway, street railway, or  
2461 trolley bus;

2462 (B) transmitting communications electrically,  
2463 electromagnetically, or by light;

2464 (C) transmitting goods by pipeline or sewer;



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2465 (D) transmitting or producing or distributing  
2466 electricity, steam, gas, or water; or  
2467 (E) owning, operating, leasing or controlling a  
2468 "utility" as defined in Section 37-1-30.  
2469 (b) Definitions in other articles. "Control" as  
2470 provided in Section 7-7-106 and the following definitions in  
2471 other articles of this title apply to this article:  
2472 "Applicant<sub>.</sub>" Section 7-5-102.  
2473 "Beneficiary<sub>.</sub>" Section 7-5-102.  
2474 "Broker<sub>.</sub>" Section 7-8-102.  
2475 "Certificated security<sub>.</sub>" Section 7-8-102.  
2476 "Check<sub>.</sub>" Section 7-3-104.  
2477 "Clearing corporation<sub>.</sub>" Section 7-8-102.  
2478 "Contract for sale<sub>.</sub>" Section 7-2-106.  
2479 "Controllable electronic record." Section 7-12-102.  
2480 "Customer<sub>.</sub>" Section 7-4-104.  
2481 "Entitlement holder<sub>.</sub>" Section 7-8-102.  
2482 "Financial asset<sub>.</sub>" Section 7-8-102.  
2483 "Holder in due course<sub>.</sub>" Section 7-3-302.  
2484 "Issuer" (with respect to a letter of credit or  
2485 letter-of-credit right)<sub>.</sub> Section 7-5-102.  
2486 "Issuer" (with respect to a security)<sub>.</sub> Section 7-8-201.  
2487 "Issuer" (with respect to documents of title)<sub>.</sub> Section  
2488 7-7-102.  
2489 "Lease<sub>.</sub>" Section 7-2A-103.  
2490 "Lease agreement<sub>.</sub>" Section 7-2A-103.  
2491 "Lease contract<sub>.</sub>" Section 7-2A-103.  
2492 "Leasehold interest<sub>.</sub>" Section 7-2A-103.



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2493 "Lessee." Section 7-2A-103.

2494 "Lessee in ordinary course of business." Section  
2495 7-2A-103.

2496 "Lessor." Section 7-2A-103.

2497 "Lessor's residual interest." Section 7-2A-103.

2498 "Letter of credit." Section 7-5-102.

2499 "Merchant." Section 7-2-104.

2500 "Negotiable instrument." Section 7-3-104.

2501 "Nominated person." Section 7-5-102.

2502 "Note." Section 7-3-104.

2503 "Proceeds of a letter of credit." Section 7-5-114.

2504 "Protected purchaser." Section 7-8-303.

2505 "Prove." Section 7-3-103.

2506 "Qualifying purchaser." Section 7-12-102.

2507 "Sale." Section 7-2-106.

2508 "Securities account." Section 7-8-501.

2509 "Securities intermediary." Section 7-8-102.

2510 "Security." Section 7-8-102.

2511 "Security certificate." Section 7-8-102.

2512 "Security entitlement." Section 7-8-102.

2513 "Uncertificated security." Section 7-8-102.

2514 (c) Article 1 definitions and principles. Article 1  
2515 contains general definitions and principles of construction  
2516 and interpretation applicable throughout this article."

2517 "§7-9A-104. Control of deposit account.

2518 (a) Requirements for control. A secured party has  
2519 control of a deposit account if:

2520 (1) the secured party is the bank with which the



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2521 deposit account is maintained;

2522 (2) the debtor, secured party, and bank have agreed in  
2523 ~~an authenticated~~ a signed record that the bank will comply  
2524 with instructions originated by the secured party directing  
2525 disposition of the funds in the deposit account without  
2526 further consent by the debtor; ~~or~~

2527 (3) the secured party becomes the bank's customer with  
2528 respect to the deposit account; ~~or~~ or

2529 (4) another person, other than the debtor:

2530 (A) has control of the deposit account and acknowledges  
2531 that it has control on behalf of the secured party; or

2532 (B) obtains control of the deposit account after having  
2533 acknowledged that it will obtain control of the deposit  
2534 account on behalf of the secured party.

2535 (b) Debtor's right to direct disposition. A secured  
2536 party that has satisfied subsection (a) has control, even if  
2537 the debtor retains the right to direct the disposition of  
2538 funds from the deposit account."

2539 "§7-9A-105. Control of electronic copy of record  
2540 evidencing chattel paper.

2541 ~~(a) General rule: control of electronic chattel paper.~~  
2542 ~~A secured party has control of electronic chattel paper if a~~  
2543 ~~system employed for evidencing the transfer of interests in~~  
2544 ~~the chattel paper reliably establishes the secured party as~~  
2545 ~~the person to which the chattel paper was assigned.~~

2546 ~~(b) Specific facts giving control. A system satisfies~~  
2547 ~~subsection (a) and a secured party has control of electronic~~  
2548 ~~chattel paper if the record or records comprising the chattel~~



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2549 ~~paper are created, stored, and assigned in such a manner that:~~

2550 ~~(1) a single authoritative copy of the record or~~  
2551 ~~records exists which is unique, identifiable and, except as~~  
2552 ~~otherwise provided in paragraphs (4), (5), and (6),~~  
2553 ~~unalterable;~~

2554 ~~(2) the authoritative copy identifies the secured party~~  
2555 ~~as the assignee of the record or records;~~

2556 ~~(3) the authoritative copy is communicated to and~~  
2557 ~~maintained by the secured party or its designated custodian;~~

2558 ~~(4) copies or amendments that add or change an~~  
2559 ~~identified assignee of the authoritative copy can be made only~~  
2560 ~~with the consent of the secured party;~~

2561 ~~(5) each copy of the authoritative copy and any copy of~~  
2562 ~~a copy is readily identifiable as a copy that is not the~~  
2563 ~~authoritative copy; and~~

2564 ~~(6) any amendment of the authoritative copy is readily~~  
2565 ~~identifiable as authorized or unauthorized.~~

2566 (a) General Rule: control of electronic copy of record  
2567 evidencing chattel paper. A purchaser has control of an  
2568 authoritative electronic copy of a record evidencing chattel  
2569 paper if a system employed for evidencing the assignment of  
2570 interests in the chattel paper reliably establishes the  
2571 purchaser as the person to which the authoritative electronic  
2572 copy was assigned.

2573 (b) Single authoritative copy. A system satisfies  
2574 subsection (a) if the record or records evidencing chattel  
2575 paper are created, stored, and assigned in a manner that:

2576 (1) a single authoritative copy of the record or



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2577 records exists which is unique, identifiable, and, except as  
2578 otherwise provided in paragraphs (4), (5), and (6),  
2579 unalterable;

2580 (2) the authoritative copy identifies the purchaser as  
2581 the assignee of the record or records;

2582 (3) the authoritative copy is communicated to and  
2583 maintained by the purchaser or its designated custodian;

2584 (4) copies or amendments that add or change an  
2585 identified assignee of the authoritative copy can be made only  
2586 with the consent of the purchaser;

2587 (5) each copy of the authoritative copy and any copy of  
2588 a copy is readily identifiable as a copy that is not the  
2589 authoritative copy; and

2590 (6) any amendment of the authoritative copy is readily  
2591 identifiable as authorized or unauthorized.

2592 (c) One or more authoritative copies. A system  
2593 satisfies subsection (a), and a purchaser has control of an  
2594 authoritative electronic copy of a record evidencing chattel  
2595 paper, if the electronic copy, a record attached to or  
2596 logically associated with the electronic copy, or a system in  
2597 which the electronic copy is recorded:

2598 (1) enables the purchaser readily to identify each  
2599 electronic copy as either an authoritative copy or a  
2600 nonauthoritative copy;

2601 (2) enables the purchaser readily to identify itself in  
2602 any way, including by name, identifying number, cryptographic  
2603 key, office, or account number, as the assignee of the  
2604 authoritative electronic copy; and



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2605 (3) gives the purchaser exclusive power, subject to  
2606 subsection (d), to:

2607 (A) prevent others from adding or changing an  
2608 identified assignee of the authoritative electronic copy; and  
2609 (B) transfer control of the authoritative electronic  
2610 copy.

2611 (d) Meaning of exclusive. Subject to subsection (e), a  
2612 power is exclusive under subsection (c) (3) (A) and (B) even if:

2613 (1) the authoritative electronic copy, a record  
2614 attached to or logically associated with the authoritative  
2615 electronic copy, or a system in which the authoritative  
2616 electronic copy is recorded limits the use of the  
2617 authoritative electronic copy or has a protocol programmed to  
2618 cause a change, including a transfer or loss of control; or

2619 (2) the power is shared with another person.

2620 (e) When power not shared with another person. A power  
2621 of a purchaser is not shared with another person under  
2622 subsection (d) (2) and the purchaser's power is not exclusive  
2623 if:

2624 (1) the purchaser can exercise the power only if the  
2625 power also is exercised by the other person; and

2626 (2) the other person:

2627 (A) can exercise the power without exercise of the  
2628 power by the purchaser; or

2629 (B) is the transferor to the purchaser of an interest  
2630 in the chattel paper.

2631 (f) Presumption of exclusivity of certain powers. If a  
2632 purchaser has the powers specified in subsection (c) (3) (A) and



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2633 (B), the powers are presumed to be exclusive.

2634 (g) Obtaining control through another person. A  
2635 purchaser has control of an authoritative electronic copy of a  
2636 record evidencing chattel paper if another person, other than  
2637 the transferor to the purchaser of an interest in the chattel  
2638 paper:

2639 (1) has control of the authoritative electronic copy  
2640 and acknowledges that it has control on behalf of the  
2641 purchaser; or

2642 (2) obtains control of the authoritative electronic  
2643 copy after having acknowledged that it will obtain control of  
2644 the electronic copy on behalf of the purchaser."

2645 "§7-9A-203. Attachment and enforceability of security  
2646 interest; proceeds; supporting obligations; formal requisites.

2647 (a) Attachment. A security interest attaches to  
2648 collateral when it becomes enforceable against the debtor with  
2649 respect to the collateral, unless an agreement expressly  
2650 postpones the time of attachment.

2651 (b) Enforceability. Except as otherwise provided in  
2652 subsections (c) through (i), a security interest is  
2653 enforceable against the debtor and third parties with respect  
2654 to the collateral only if:

2655 (1) value has been given;

2656 (2) the debtor has rights in the collateral or the  
2657 power to transfer rights in the collateral to a secured party;  
2658 and

2659 (3) one of the following conditions is met:

2660 (A) the debtor has ~~authenticated~~signed a security





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2661 agreement that provides a description of the collateral and,  
2662 if the security interest covers timber to be cut, a  
2663 description of the land concerned;

2664 (B) the collateral is not a certificated security and  
2665 is in the possession of the secured party under Section  
2666 7-9A-313 pursuant to the debtor's security agreement;

2667 (C) the collateral is a certificated security in  
2668 registered form and the security certificate has been  
2669 delivered to the secured party under Section 7-8-301 pursuant  
2670 to the debtor's security agreement; ~~or~~

2671 (D) the collateral is controllable accounts,  
2672 controllable electronic records, controllable payment  
2673 intangibles, deposit accounts, ~~electronic chattel paper,~~  
2674 electronic documents, investment property, or letter-of-credit  
2675 rights, and the secured party has control under Section  
2676 7-7-106, 7-9A-104, ~~7-9A-105,~~ 7-9A-106, ~~or~~ 7-9A-107, or  
2677 7-9A-107A, pursuant to the debtor's security agreement; ~~;~~ or

2678 (E) the collateral is chattel paper and the secured  
2679 party has possession and control under Section 7-9A-314A  
2680 pursuant to the debtor's security agreement.

2681 (c) Other UCC provisions. Subsection (b) is subject to  
2682 Section 7-4-210 on the security interest of a collecting bank,  
2683 Section 7-5-118 on the security interest of a letter-of-credit  
2684 issuer or nominated person, Section 7-9A-110 on a security  
2685 interest arising under Article 2 or 2A, and Section 7-9A-206  
2686 on security interests in investment property.

2687 (d) When person becomes bound by another person's  
2688 security agreement. A person becomes bound as debtor by a



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2689 security agreement entered into by another person if, by  
2690 operation of law other than this article or by contract:

2691 (1) the security agreement becomes effective to create  
2692 a security interest in the person's property; or

2693 (2) the person becomes generally obligated for the  
2694 obligations of the other person, including the obligation  
2695 secured under the security agreement, and acquires or succeeds  
2696 to all or substantially all of the assets of the other person.

2697 (e) Effect of new debtor becoming bound. If a new  
2698 debtor becomes bound as debtor by a security agreement entered  
2699 into by another person:

2700 (1) the agreement satisfies subsection (b)(3) with  
2701 respect to existing or after-acquired property of the new  
2702 debtor to the extent the property is described in the  
2703 agreement; and

2704 (2) another agreement is not necessary to make a  
2705 security interest in the property enforceable.

2706 (f) Proceeds and supporting obligations. The attachment  
2707 of a security interest in collateral gives the secured party  
2708 the rights to proceeds provided by Section 7-9A-315 and is  
2709 also attachment of a security interest in a supporting  
2710 obligation for the collateral.

2711 (g) Lien securing right to payment. The attachment of a  
2712 security interest in a right to payment or performance secured  
2713 by a security interest or other lien on personal or real  
2714 property is also attachment of a security interest in the  
2715 security interest, mortgage, or other lien.

2716 (h) Security entitlement carried in securities account.



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2717 The attachment of a security interest in a securities account  
2718 is also attachment of a security interest in the security  
2719 entitlements carried in the securities account.

2720 (i) Commodity contracts carried in commodity account.  
2721 The attachment of a security interest in a commodity account  
2722 is also attachment of a security interest in the commodity  
2723 contracts carried in the commodity account."

2724 "§7-9A-204. After-acquired property; future advances.

2725 (a) After-acquired collateral. Except as otherwise  
2726 provided in subsection (b), a security agreement may create or  
2727 provide for a security interest in after-acquired collateral.

2728 (b) When after-acquired property clause not effective.

2729 ~~A~~ Subject to subsection (b.1), a security interest does not  
2730 attach under a term constituting an after-acquired property  
2731 clause to:

2732 (1) consumer goods, other than an accession when given  
2733 as additional security, unless the debtor acquires rights in  
2734 them within 10 days after the secured party gives value; or

2735 (2) a commercial tort claim.

2736 (b.1) Limitation on subsection (b). Subsection (b) does  
2737 not prevent a security interest from attaching:

2738 (1) to consumer goods as proceeds under Section  
2739 7-9A-315(a) or commingled goods under Section 7-9A-336(c);

2740 (2) to a commercial tort claim as proceeds under  
2741 Section 7-9A-315(a); or

2742 (3) under an after-acquired property clause to property  
2743 that is proceeds of consumer goods or a commercial tort claim.

2744 (c) Future advances and other value. A security



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2745 agreement may provide that collateral secures, or that  
2746 accounts, chattel paper, payment intangibles, or promissory  
2747 notes are sold in connection with, future advances or other  
2748 value, whether or not the advances or value are given pursuant  
2749 to commitment."

2750 "§7-9A-207. Rights and duties of secured party having  
2751 possession or control of collateral.

2752 (a) Duty of care when secured party in possession.  
2753 Except as otherwise provided in subsection (d), a secured  
2754 party shall use reasonable care in the custody and  
2755 preservation of collateral in the secured party's possession.  
2756 In the case of chattel paper or an instrument, reasonable care  
2757 includes taking necessary steps to preserve rights against  
2758 prior parties unless otherwise agreed.

2759 (b) Expenses, risks, duties, and rights when secured  
2760 party in possession. Except as otherwise provided in  
2761 subsection (d), if a secured party has possession of  
2762 collateral:

2763 (1) reasonable expenses, including the cost of  
2764 insurance and payment of taxes or other charges, incurred in  
2765 the custody, preservation, use, or operation of the collateral  
2766 are chargeable to the debtor and are secured by the  
2767 collateral;

2768 (2) the risk of accidental loss or damage is on the  
2769 debtor to the extent of a deficiency in any effective  
2770 insurance coverage;

2771 (3) the secured party shall keep the collateral  
2772 identifiable, but fungible collateral may be commingled; and



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2773 (4) the secured party may use or operate the  
2774 collateral:

2775 (A) for the purpose of preserving the collateral or its  
2776 value;

2777 (B) as permitted by an order of a court having  
2778 competent jurisdiction; or

2779 (C) except in the case of consumer goods, in the manner  
2780 and to the extent agreed by the debtor.

2781 (c) Duties and rights when secured party in possession  
2782 or control. Except as otherwise provided in subsection (d), a  
2783 secured party having possession of collateral or control of  
2784 collateral under Section 7-7-106, 7-9A-104, 7-9A-105,  
2785 7-9A-106, ~~or~~ 7-9A-107, or 7-9A-107A:

2786 (1) may hold as additional security any proceeds,  
2787 except money or funds, received from the collateral;

2788 (2) shall apply money or funds received from the  
2789 collateral to reduce the secured obligation, unless remitted  
2790 to the debtor; and

2791 (3) may create a security interest in the collateral.

2792 (d) Buyer of certain rights to payment. If the secured  
2793 party is a buyer of accounts, chattel paper, payment  
2794 intangibles, or promissory notes or a consignor:

2795 (1) subsection (a) does not apply unless the secured  
2796 party is entitled under an agreement:

2797 (A) to charge back uncollected collateral; or

2798 (B) otherwise to full or limited recourse against the  
2799 debtor or a secondary obligor based on the nonpayment or other  
2800 default of an account debtor or other obligor on the



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2801 collateral; and

2802 (2) subsections (b) and (c) do not apply."

2803 "§7-9A-208. Additional duties of secured party having  
2804 control of collateral.

2805 (a) Applicability of section. This section applies to  
2806 cases in which there is no outstanding secured obligation and  
2807 the secured party is not committed to make advances, incur  
2808 obligations, or otherwise give value.

2809 (b) Duties of secured party after receiving demand from  
2810 debtor. Within 10 days after receiving ~~an authenticated~~ a  
2811 signed demand by the debtor:

2812 (1) a secured party having control of a deposit account  
2813 under Section 7-9A-104(a) (2) shall send to the bank with which  
2814 the deposit account is maintained ~~an authenticated~~ a signed  
2815 record ~~statement~~ that releases the bank from any further  
2816 obligation to comply with instructions originated by the  
2817 secured party;

2818 (2) a secured party having control of a deposit account  
2819 under Section 7-9A-104(a) (3) shall:

2820 (A) pay the debtor the balance on deposit in the  
2821 deposit account; or

2822 (B) transfer the balance on deposit into a deposit  
2823 account in the debtor's name;

2824 (3) a secured party, other than a buyer, having control  
2825 ~~of electronic chattel paper~~ under Section 7-9A-105 of an  
2826 authoritative electronic copy of a record evidencing chattel  
2827 paper shall transfer control of the electronic copy to the  
2828 debtor or a person designated by the debtor; ~~shall:~~



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2829 ~~(A) communicate the authoritative copy of the~~  
2830 ~~electronic chattel paper to the debtor or its designated~~  
2831 ~~custodian;~~

2832 ~~(B) if the debtor designates a custodian that is the~~  
2833 ~~designated custodian with which the authoritative copy of the~~  
2834 ~~electronic chattel paper is maintained for the secured party,~~  
2835 ~~communicate to the custodian an authenticated record releasing~~  
2836 ~~the designated custodian from any further obligation to comply~~  
2837 ~~with instructions originated by the secured party and~~  
2838 ~~instructing the custodian to comply with instructions~~  
2839 ~~originated by the debtor; and~~

2840 ~~(C) take appropriate action to enable the debtor or its~~  
2841 ~~designated custodian to make copies of or revisions to the~~  
2842 ~~authoritative copy which add or change an identified assignee~~  
2843 ~~of the authoritative copy without the consent of the secured~~  
2844 ~~party;~~

2845 (4) a secured party having control of investment  
2846 property under Section 7-8-106(d) (2) or 7-9A-106(b) shall send  
2847 to the securities intermediary or commodity intermediary with  
2848 which the security entitlement or commodity contract is  
2849 maintained ~~an authenticated~~ a signed record that releases the  
2850 securities intermediary or commodity intermediary from any  
2851 further obligation to comply with entitlement orders or  
2852 directions originated by the secured party;

2853 (5) a secured party having control of a  
2854 letter-of-credit right under Section 7-9A-107 shall send to  
2855 each person having an unfulfilled obligation to pay or deliver  
2856 proceeds of the letter of credit to the secured party ~~an~~



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2857 ~~authenticated~~ a signed release from any further obligation to  
2858 pay or deliver proceeds of the letter of credit to the secured  
2859 party.;

2860 ~~(6) a secured party having control of an electronic~~  
2861 ~~document shall:~~

2862 ~~a. Give control of the electronic document to the~~  
2863 ~~debtor or its designated custodian;~~

2864 ~~b. If the debtor designates a custodian that is the~~  
2865 ~~designated custodian with which the authoritative copy of the~~  
2866 ~~electronic document is maintained for the secured party,~~  
2867 ~~communicate to the custodian an authenticated record releasing~~  
2868 ~~the designated custodian from any further obligation to comply~~  
2869 ~~with instructions originated by the secured party and~~  
2870 ~~instructing the custodian to comply with instructions~~  
2871 ~~originated by the debtor; and~~

2872 ~~c. Take appropriate action to enable the debtor or its~~  
2873 ~~designated custodian to make copies of or revisions to the~~  
2874 ~~authoritative copy which add or change an identified assignee~~  
2875 ~~of the authoritative copy without the consent of the secured~~  
2876 ~~party.~~

2877 (6) a secured party having control under Section  
2878 7-7-106 of an authoritative electronic copy of an electronic  
2879 document shall transfer control of the electronic copy to the  
2880 debtor or a person designated by the debtor; and

2881 (7) a secured party having control under Section  
2882 7-12-105 of a controllable electronic record, other than a  
2883 buyer of a controllable account or controllable payment  
2884 intangible evidenced by the controllable electronic record,





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2885 shall transfer control of the controllable electronic record  
2886 to the debtor or a person designated by the debtor.

2887 (c) ~~Authenticated~~-Signed demand. In this section,  
2888 "~~authenticated~~-signed demand" means a record-~~authenticated~~  
2889 signed by the debtor demanding that the secured party take one  
2890 or more of the specific actions described in subsection (b)  
2891 and reasonably identifying the collateral that is the subject  
2892 of the demand. The secured party may designate in a record  
2893 sent to the debtor or as to which the debtor has notice an  
2894 address to which such demands must be sent. A demand sent to  
2895 another address of the secured party will be effective, but  
2896 the 10-day period for action by the secured party does not  
2897 begin until the person or department at the address specified  
2898 by the secured party has notice of the demand."

2899 "§7-9A-209. Duties of secured party if account debtor  
2900 has been notified of assignment.

2901 (a) Applicability of section. Except as otherwise  
2902 provided in subsection (c), this section applies if:

2903 (1) there is no outstanding secured obligation; and

2904 (2) the secured party is not committed to make  
2905 advances, incur obligations, or otherwise give value.

2906 (b) Duties of secured party after receiving demand from  
2907 debtor. Within 10 days after receiving ~~an authenticated~~a  
2908 signed demand by the debtor, a secured party shall send to an  
2909 account debtor that has received notification, under Section  
2910 7-9A-406(a) or 7-12-106(b), of an assignment to the secured  
2911 party as assignee ~~under Section 7-9A-406(a) an authenticated~~ a  
2912 signed record that releases the account debtor from any



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2913 further obligation to the secured party.

2914 (c) Inapplicability to sales. This section does not  
2915 apply to an assignment constituting the sale of an account,  
2916 chattel paper, or payment intangible.

2917 (d) ~~Authenticated~~ Signed demand. In this section,  
2918 "~~authenticated~~ signed demand" means a record signed  
2919 ~~authenticated~~ by the debtor demanding that the secured party  
2920 take the action described in subsection (b). The secured party  
2921 may designate in a record sent to the debtor or as to which  
2922 the debtor has notice an address to which such demand must be  
2923 sent. A demand sent to another address of the secured party  
2924 will be effective, but the 10-day period for action by the  
2925 secured party does not begin until the person or department at  
2926 the address specified by the secured party has notice of the  
2927 demand."

2928 "§7-9A-210. Request for accounting; request regarding  
2929 list of collateral or statement of account.

2930 (a) Definitions. In this section:

2931 (1) "Request" means a record of a type described in  
2932 paragraph (2), (3), or (4).

2933 (2) "Request for an accounting" means a record  
2934 ~~authenticated~~ signed by a debtor requesting that the recipient  
2935 provide an accounting of the unpaid obligations secured by  
2936 collateral and reasonably identifying the transaction or  
2937 relationship that is the subject of the request.

2938 (3) "Request regarding a list of collateral" means a  
2939 record ~~authenticated~~ signed by a debtor requesting that the  
2940 recipient approve or correct a list of what the debtor



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2941 believes to be the collateral securing an obligation and  
2942 reasonably identifying the transaction or relationship that is  
2943 the subject of the request.

2944 (4) "Request regarding a statement of account" means a  
2945 record ~~authenticated~~ signed by a debtor requesting that the  
2946 recipient approve or correct a statement indicating what the  
2947 debtor believes to be the aggregate amount of unpaid  
2948 obligations secured by collateral as of a specified date and  
2949 reasonably identifying the transaction or relationship that is  
2950 the subject of the request.

2951 (b) Duty to respond to requests. Subject to subsections  
2952 (c), (d), (e), and (f), a secured party, other than a buyer of  
2953 accounts, chattel paper, payment intangibles, or promissory  
2954 notes or a consignor, shall comply with a request within 14  
2955 days after receipt:

2956 (1) in the case of a request for an accounting, by  
2957 ~~authenticating~~ signing and sending to the debtor an  
2958 accounting; and

2959 (2) in the case of a request regarding a list of  
2960 collateral or a request regarding a statement of account, by  
2961 ~~authenticating~~ signing and sending to the debtor an approval  
2962 or correction.

2963 (c) Request regarding list of collateral; statement  
2964 concerning type of collateral. A secured party that claims a  
2965 security interest in all of a particular type of collateral  
2966 owned by the debtor may comply with a request regarding a list  
2967 of collateral by sending to the debtor ~~an authenticated a~~  
2968 signed record including a statement to that effect within 14



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2969 days after receipt.

2970 (d) Request regarding list of collateral; no interest  
2971 claimed. A person that receives a request regarding a list of  
2972 collateral, claims no interest in the collateral when it  
2973 receives the request, and claimed an interest in the  
2974 collateral at an earlier time shall comply with the request  
2975 within 14 days after receipt by sending to the debtor ~~an~~  
2976 ~~authenticated~~ a signed record:

2977 (1) disclaiming any interest in the collateral; and  
2978 (2) if known to the recipient, providing the name and  
2979 mailing address of any assignee of or successor to the  
2980 recipient's interest in the collateral.

2981 (e) Request for accounting or regarding statement of  
2982 account; no interest in obligation claimed. A person that  
2983 receives a request for an accounting or a request regarding a  
2984 statement of account, claims no interest in the obligations  
2985 when it receives the request, and claimed an interest in the  
2986 obligations at an earlier time shall comply with the request  
2987 within 14 days after receipt by sending to the debtor ~~an~~  
2988 ~~authenticated~~ a signed record:

2989 (1) disclaiming any interest in the obligations; and  
2990 (2) if known to the recipient, providing the name and  
2991 mailing address of any assignee of or successor to the  
2992 recipient's interest in the obligations.

2993 (f) Charges for responses. A debtor is entitled without  
2994 charge to one response to a request under this section during  
2995 any six-month period. The secured party may require payment of  
2996 a charge not exceeding ~~\$25~~ twenty-five dollars (\$25) for each



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2997 additional response.

2998 (g) Designation of address for request. The secured  
2999 party may designate in a record sent to the debtor,  
3000 ~~authenticated~~signed by the debtor, or, as to which the debtor  
3001 has notice, an address to which a request under this section  
3002 must be sent. A request sent to another address of the secured  
3003 party will be effective, but the 14-day period for action by  
3004 the secured party does not begin until the person or  
3005 department at the address specified by the secured party has  
3006 notice of the request."

3007 "§7-9A-301. Law governing perfection and priority of  
3008 security interests.

3009 Except as otherwise provided in Sections 7-9A-303  
3010 through ~~7-9A-306~~ 7-9A-306B, the following rules determine the  
3011 law governing perfection, the effect of perfection or  
3012 nonperfection, and the priority of a security interest in  
3013 collateral:

3014 (1) Except as otherwise provided in this section, while  
3015 a debtor is located in a jurisdiction, the local law of that  
3016 jurisdiction governs perfection, the effect of perfection or  
3017 nonperfection, and the priority of a security interest in  
3018 collateral.

3019 (2) While collateral is located in a jurisdiction, the  
3020 local law of that jurisdiction governs perfection, the effect  
3021 of perfection or nonperfection, and the priority of a  
3022 possessory security interest in that collateral.

3023 (3) Except as otherwise provided in paragraph (4),  
3024 while ~~tangible~~-negotiable tangible documents, goods,



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3025 instruments, or money, ~~or tangible chattel paper~~ is located in  
3026 a jurisdiction, the local law of that jurisdiction governs:

3027 (A) perfection of a security interest in the goods by  
3028 filing a fixture filing;

3029 (B) perfection of a security interest in timber to be  
3030 cut; and

3031 (C) the effect of perfection or nonperfection and the  
3032 priority of a nonpossessory security interest in the  
3033 collateral.

3034 (4) The local law of the jurisdiction in which the  
3035 wellhead or mine is located governs perfection, the effect of  
3036 perfection or nonperfection, and the priority of a security  
3037 interest in as-extracted collateral."

3038 "§7-9A-304. Law governing perfection and priority of  
3039 security interests in deposit accounts.

3040 (a) Law of bank's jurisdiction governs. The local law  
3041 of a bank's jurisdiction governs perfection, the effect of  
3042 perfection or nonperfection, and the priority of a security  
3043 interest in a deposit account maintained with that bank even  
3044 if the transaction does not bear any relation to the bank's  
3045 jurisdiction.

3046 (b) Bank's jurisdiction. The following rules determine  
3047 a bank's jurisdiction for purposes of this part:

3048 (1) If an agreement between the bank and the debtor  
3049 governing the deposit account expressly provides that a  
3050 particular jurisdiction is the bank's jurisdiction for  
3051 purposes of this part, this article, or the Uniform Commercial  
3052 Code, that jurisdiction is the bank's jurisdiction.



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3053 (2) If paragraph (1) does not apply and an agreement  
3054 between the bank and its customer governing the deposit  
3055 account expressly provides that the agreement is governed by  
3056 the law of a particular jurisdiction, that jurisdiction is the  
3057 bank's jurisdiction.

3058 (3) If neither paragraph (1) nor paragraph (2) applies  
3059 and an agreement between the bank and its customer governing  
3060 the deposit account expressly provides that the deposit  
3061 account is maintained at an office in a particular  
3062 jurisdiction, that jurisdiction is the bank's jurisdiction.

3063 (4) If none of the preceding paragraphs applies, the  
3064 bank's jurisdiction is the jurisdiction in which the office  
3065 identified in an account statement as the office serving the  
3066 customer's account is located.

3067 (5) If none of the preceding paragraphs applies, the  
3068 bank's jurisdiction is the jurisdiction in which the chief  
3069 executive office of the bank is located."

3070 "§7-9A-305. Law governing perfection and priority of  
3071 security interests in investment property.

3072 (a) Governing law: General rules. Except as otherwise  
3073 provided in subsection (c), the following rules apply:

3074 (1) While a security certificate is located in a  
3075 jurisdiction, the local law of that jurisdiction governs  
3076 perfection, the effect of perfection or nonperfection, and the  
3077 priority of a security interest in the certificated security  
3078 represented thereby.

3079 (2) The local law of the issuer's jurisdiction as  
3080 specified in Section 7-8-110(d) governs perfection, the effect



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3081 of perfection or nonperfection, and the priority of a security  
3082 interest in an uncertificated security.

3083 (3) The local law of the securities intermediary's  
3084 jurisdiction as specified in Section 7-8-110(e) governs  
3085 perfection, the effect of perfection or nonperfection, and the  
3086 priority of a security interest in a security entitlement or  
3087 securities account.

3088 (4) The local law of the commodity intermediary's  
3089 jurisdiction governs perfection, the effect of perfection or  
3090 nonperfection, and the priority of a security interest in a  
3091 commodity contract or commodity account.

3092 (5) Paragraphs (2), (3), and (4) apply even if the  
3093 transaction does not bear any relation to the jurisdiction.

3094 (b) Commodity intermediary's jurisdiction. The  
3095 following rules determine a commodity intermediary's  
3096 jurisdiction for purposes of this part:

3097 (1) If an agreement between the commodity intermediary  
3098 and commodity customer governing the commodity account  
3099 expressly provides that a particular jurisdiction is the  
3100 commodity intermediary's jurisdiction for purposes of this  
3101 part, this article, or the Uniform Commercial Code, that  
3102 jurisdiction is the commodity intermediary's jurisdiction.

3103 (2) If paragraph (1) does not apply and an agreement  
3104 between the commodity intermediary and commodity customer  
3105 governing the commodity account expressly provides that the  
3106 agreement is governed by the law of a particular jurisdiction,  
3107 that jurisdiction is the commodity intermediary's  
3108 jurisdiction.





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3109 (3) If neither paragraph (1) nor paragraph (2) applies  
3110 and an agreement between the commodity intermediary and  
3111 commodity customer governing the commodity account expressly  
3112 provides that the commodity account is maintained at an office  
3113 in a particular jurisdiction, that jurisdiction is the  
3114 commodity intermediary's jurisdiction.

3115 (4) If none of the preceding paragraphs applies, the  
3116 commodity intermediary's jurisdiction is the jurisdiction in  
3117 which the office identified in an account statement as the  
3118 office serving the commodity customer's account is located.

3119 (5) If none of the preceding paragraphs applies, the  
3120 commodity intermediary's jurisdiction is the jurisdiction in  
3121 which the chief executive office of the commodity intermediary  
3122 is located.

3123 (c) When perfection governed by law of jurisdiction  
3124 where debtor located. The local law of the jurisdiction in  
3125 which the debtor is located governs:

3126 (1) perfection of a security interest in investment  
3127 property by filing;

3128 (2) automatic perfection of a security interest in  
3129 investment property created by a broker or securities  
3130 intermediary; and

3131 (3) automatic perfection of a security interest in a  
3132 commodity contract or commodity account created by a commodity  
3133 intermediary."

3134 "§7-9A-310. When filing required to perfect security  
3135 interest or agricultural lien; security interests and  
3136 agricultural liens to which filing provisions do not apply.



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3137 (a) General rule: Perfection by filing. Except as  
3138 otherwise provided in subsection (b) and Section 7-9A-312(b),  
3139 a financing statement must be filed to perfect all security  
3140 interests and agricultural liens.

3141 (b) Exceptions: Filing not necessary. The filing of a  
3142 financing statement is not necessary to perfect a security  
3143 interest:

3144 (1) that is perfected under Section 7-9A-308(d), (e),  
3145 (f), or (g);

3146 (2) that is perfected under Section 7-9A-309 when it  
3147 attaches;

3148 (3) in property subject to a statute, regulation, or  
3149 treaty described in Section 7-9A-311(a);

3150 (4) in goods in possession of a bailee which is  
3151 perfected under Section 7-9A-312(d) (1) or (2);

3152 (5) in certificated securities, documents, goods, or  
3153 instruments which is perfected without filing, control, or  
3154 possession under Section 7-9A-312(e), (f), or (g);

3155 (6) in collateral in the secured party's possession  
3156 under Section 7-9A-313;

3157 (7) in a certificated security which is perfected by  
3158 delivery of the security certificate to the secured party  
3159 under Section 7-9A-313;

3160 (8) in controllable accounts, controllable electronic  
3161 records, controllable payment intangibles, deposit accounts,  
3162 electronic documents, ~~electronic chattel paper,~~ investment  
3163 property, or letter-of-credit rights which is perfected by  
3164 control under Section 7-9A-314;



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3165 (8A) in chattel paper which is perfected by possession  
3166 and control under Section 7-9A-314A;

3167 (9) in proceeds which is perfected under Section  
3168 7-9A-315; or

3169 (10) that is perfected under Section 7-9A-316.

3170 (c) Assignment of perfected security interest. If a  
3171 secured party assigns a perfected security interest or  
3172 agricultural lien, a filing under this article is not required  
3173 to continue the perfected status of the security interest  
3174 against creditors of and transferees from the original debtor.

3175 "§7-9A-312. ~~Perfection of certain security interests by~~  
3176 ~~filing; temporary perfection~~Perfection of security interests  
3177 in chattel paper, controllable accounts, controllable  
3178 electronic records, controllable payment intangibles, deposit  
3179 accounts, negotiable documents, goods covered by documents,  
3180 instruments, investment property, letter-of-credit rights, and  
3181 money; perfection by permissive filing; temporary without  
3182 filing or transfer of possession.

3183 (a) Perfection by filing permitted. A security interest  
3184 in chattel paper, controllable accounts, controllable  
3185 electronic records, controllable payment intangibles,  
3186 ~~negotiable documents,~~ instruments, ~~or~~ investment property, or  
3187 negotiable documents may be perfected by filing.

3188 (b) Control or possession of certain collateral. Except  
3189 as otherwise provided in Section 7-9A-315(c) and (d) for  
3190 proceeds:

3191 (1) a security interest in a deposit account may be  
3192 perfected only by control under Section 7-9A-314;



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3193           (2) ~~and~~ except as otherwise provided in Section  
3194 7-9A-308(d), a security interest in a letter-of-credit right  
3195 may be perfected only by control under Section 7-9A-314; and

3196           (3) a security interest in money may be perfected only  
3197 by the secured party's taking possession under Section  
3198 7-9A-313.

3199           (c) Goods covered by negotiable document. While goods  
3200 are in the possession of a bailee that has issued a negotiable  
3201 document covering the goods:

3202           (1) a security interest in the goods may be perfected  
3203 by perfecting a security interest in the document; and

3204           (2) a security interest perfected in the document has  
3205 priority over any security interest that becomes perfected in  
3206 the goods by another method during that time.

3207           (d) Goods covered by nonnegotiable document. While  
3208 goods are in the possession of a bailee that has issued a  
3209 nonnegotiable document covering the goods, a security interest  
3210 in the goods may be perfected by:

3211           (1) issuance of a document in the name of the secured  
3212 party;

3213           (2) the bailee's receipt of notification of the secured  
3214 party's interest; or

3215           (3) filing as to the goods.

3216           (e) Temporary perfection: New value. A security  
3217 interest in certificated securities, negotiable documents, or  
3218 instruments is perfected without filing or the taking of  
3219 possession or control for a period of 20 days from the time it  
3220 attaches to the extent that it arises for new value given



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3221 under ~~an authenticated~~ a signed security agreement.

3222 (f) Temporary perfection: Goods or documents made  
3223 available to debtor. A perfected security interest in a  
3224 negotiable document or goods in possession of a bailee, other  
3225 than one that has issued a negotiable document for the goods,  
3226 remains perfected for 20 days without filing if the secured  
3227 party makes available to the debtor the goods or documents  
3228 representing the goods for the purpose of:

3229 (1) ultimate sale or exchange; or

3230 (2) loading, unloading, storing, shipping,  
3231 transshipping, manufacturing, processing, or otherwise dealing  
3232 with them in a manner preliminary to their sale or exchange.

3233 (g) Temporary perfection: Delivery of security  
3234 certificate or instrument to debtor. A perfected security  
3235 interest in a certificated security or instrument remains  
3236 perfected for 20 days without filing if the secured party  
3237 delivers the security certificate or instrument to the debtor  
3238 for the purpose of:

3239 (1) ultimate sale or exchange; or

3240 (2) presentation, collection, enforcement, renewal, or  
3241 registration of transfer.

3242 (h) Expiration of temporary perfection. After the  
3243 20-day period specified in subsection (e), (f), or (g)  
3244 expires, perfection depends upon compliance with this  
3245 article."

3246 "§7-9A-313. When possession by or delivery to secured  
3247 party perfects security interest without filing.

3248 (a) Perfection by possession or delivery. Except as



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3249 otherwise provided in subsection (b), a secured party may  
3250 perfect a security interest in ~~tangible negotiable documents,~~  
3251 goods, instruments, negotiable tangible documents, or money,  
3252 ~~or tangible chattel paper~~ by taking possession of the  
3253 collateral. A secured party may perfect a security interest in  
3254 certificated securities by taking delivery of the certificated  
3255 securities under Section 7-8-301.

3256 (b) Goods covered by certificate of title. With respect  
3257 to goods covered by a certificate of title issued by this  
3258 State, a secured party may perfect a security interest in the  
3259 goods by taking possession of the goods only in the  
3260 circumstances described in Section 7-9A-316(d).

3261 (c) Collateral in possession of person other than  
3262 debtor. With respect to collateral other than certificated  
3263 securities and goods covered by a document, a secured party  
3264 takes possession of collateral in the possession of a person  
3265 other than the debtor, the secured party, or a lessee of the  
3266 collateral from the debtor in the ordinary course of the  
3267 debtor's business, when:

3268 (1) the person in possession ~~authenticates~~ signs a  
3269 record acknowledging that it holds possession of the  
3270 collateral for the secured party's benefit; or

3271 (2) the person takes possession of the collateral after  
3272 having ~~authenticated~~ signed a record acknowledging that it  
3273 will hold possession of the collateral for the secured party's  
3274 benefit.

3275 (d) Time of perfection by possession; continuation of  
3276 perfection. If perfection of a security interest depends upon



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3277 possession of the collateral by a secured party, perfection  
3278 occurs ~~no~~ not earlier than the time the secured party takes  
3279 possession and continues only while the secured party retains  
3280 possession.

3281 (e) Time of perfection by delivery; continuation of  
3282 perfection. A security interest in a certificated security in  
3283 registered form is perfected by delivery when delivery of the  
3284 certificated security occurs under Section 7-8-301 and remains  
3285 perfected by delivery until the debtor obtains possession of  
3286 the security certificate.

3287 (f) Acknowledgment not required. A person in possession  
3288 of collateral is not required to acknowledge that it holds  
3289 possession for a secured party's benefit.

3290 (g) Effectiveness of acknowledgment; no duties or  
3291 confirmation. If a person acknowledges that it holds  
3292 possession for the secured party's benefit:

3293 (1) the acknowledgment is effective under subsection  
3294 (c) or Section 7-8-301(a), even if the acknowledgment violates  
3295 the rights of a debtor; and

3296 (2) unless the person otherwise agrees or law other  
3297 than this article otherwise provides, the person does not owe  
3298 any duty to the secured party and is not required to confirm  
3299 the acknowledgment to another person.

3300 (h) Secured party's delivery to person other than  
3301 debtor. A secured party having possession of collateral does  
3302 not relinquish possession by delivering the collateral to a  
3303 person other than the debtor or a lessee of the collateral  
3304 from the debtor in the ordinary course of the debtor's



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3305 business if the person was instructed before the delivery or  
3306 is instructed contemporaneously with the delivery:

3307 (1) to hold possession of the collateral for the  
3308 secured party's benefit; or

3309 (2) to redeliver the collateral to the secured party.

3310 (i) Effect of delivery under subsection (h); no duties  
3311 or confirmation. A secured party does not relinquish  
3312 possession, even if a delivery under subsection (h) violates  
3313 the rights of a debtor. A person to which collateral is  
3314 delivered under subsection (h) does not owe any duty to the  
3315 secured party and is not required to confirm the delivery to  
3316 another person unless the person otherwise agrees or law other  
3317 than this article otherwise provides."

3318 "§7-9A-314. Perfection by control.

3319 (a) Perfection by control. A security interest in  
3320 ~~investment property, deposit accounts, letter-of-credit~~  
3321 ~~rights, electronic chattel paper, or electronic documents~~  
3322 controllable accounts, controllable electronic records,  
3323 controllable payment intangibles, deposit accounts, electronic  
3324 documents, investment property, or letter-of-credit rights may  
3325 be perfected by control of the collateral under Section  
3326 7-7-106, 7-9A-104, ~~7-9A-105~~, 7-9A-106, ~~or~~ 7-9A-107, or  
3327 7-9A-107A.

3328 (b) Specified collateral: Time of perfection by  
3329 control; continuation of perfection. A security interest in  
3330 ~~deposit accounts, electronic chattel paper, letter-of-credit~~  
3331 ~~rights, or electronic documents~~ controllable accounts,  
3332 controllable electronic records, controllable payment





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3333 intangibles, deposit accounts, electronic documents, or  
3334 letter-of-credit rights is perfected by control under Section  
3335 7-7-106, 7-9A-104, ~~7-9A-105, or~~ 7-9A-107, or 7-9A-107A ~~when~~  
3336 not earlier than the time the secured party obtains control  
3337 and remains perfected by control only while the secured party  
3338 retains control.

3339 (c) Investment property: Time of perfection by control;  
3340 continuation of perfection. A security interest in investment  
3341 property is perfected by control under Section 7-9A-106 ~~from~~  
3342 not earlier than the time the secured party obtains control  
3343 and remains perfected by control until:

3344 (1) the secured party does not have control; and

3345 (2) one of the following occurs:

3346 (A) if the collateral is a certificated security, the  
3347 debtor has or acquires possession of the security certificate;

3348 (B) if the collateral is an uncertificated security,  
3349 the issuer has registered or registers the debtor as the  
3350 registered owner; or

3351 (C) if the collateral is a security entitlement, the  
3352 debtor is or becomes the entitlement holder.

3353 "§7-9A-316. ~~Effect of~~ Continued perfection of security  
3354 interest following change in governing law.

3355 (a) General rule: Effect on ~~change in governing law~~  
3356 ~~existing perfection of change in governing~~ law. A security  
3357 interest perfected pursuant to the law of the jurisdiction  
3358 designated in Section 7-9A-301(1), ~~or~~ 7-9A-305(c),  
3359 7-9A-306A(d), or 7-9A-306B(b) remains perfected until the  
3360 earliest of:



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3361 (1) the time perfection would have ceased under the law  
3362 of that jurisdiction;

3363 (2) the expiration of four months after a change of the  
3364 debtor's location to another jurisdiction; or

3365 (3) the expiration of one year after a transfer of  
3366 collateral to a person that thereby becomes a debtor and is  
3367 located in another jurisdiction.

3368 (b) Security interest perfected or unperfected under  
3369 law of new jurisdiction. If a security interest described in  
3370 subsection (a) becomes perfected under the law of the other  
3371 jurisdiction before the earliest time or event described in  
3372 that subsection, it remains perfected thereafter. If the  
3373 security interest does not become perfected under the law of  
3374 the other jurisdiction before the earliest time or event, it  
3375 becomes unperfected and is deemed never to have been perfected  
3376 as against a purchaser of the collateral for value.

3377 (c) Possessory security interest in collateral moved to  
3378 new jurisdiction. A possessory security interest in  
3379 collateral, other than goods covered by a certificate of title  
3380 and as-extracted collateral consisting of goods, remains  
3381 continuously perfected if:

3382 (1) the collateral is located in one jurisdiction and  
3383 subject to a security interest perfected under the law of that  
3384 jurisdiction;

3385 (2) thereafter the collateral is brought into another  
3386 jurisdiction; and

3387 (3) upon entry into the other jurisdiction, the  
3388 security interest is perfected under the law of the other



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3389 jurisdiction.

3390 (d) Goods covered by certificate of title from this  
3391 State. Except as otherwise provided in subsection (e), a  
3392 security interest in goods covered by a certificate of title  
3393 which is perfected by any method under the law of another  
3394 jurisdiction when the goods become covered by a certificate of  
3395 title from this State remains perfected until the security  
3396 interest would have become unperfected under the law of the  
3397 other jurisdiction had the goods not become so covered.

3398 (e) When subsection (d) security interest becomes  
3399 unperfected against purchasers. A security interest described  
3400 in subsection (d) becomes unperfected as against a purchaser  
3401 of the goods for value and is deemed never to have been  
3402 perfected as against a purchaser of the goods for value if the  
3403 applicable requirements for perfection under Section  
3404 7-9A-311(b) or 7-9A-313 are not satisfied before the earlier  
3405 of:

3406 (1) the time the security interest would have become  
3407 unperfected under the law of the other jurisdiction had the  
3408 goods not become covered by a certificate of title from this  
3409 State; or

3410 (2) the expiration of four months after the goods had  
3411 become so covered.

3412 (f) ~~Change in jurisdiction of bank, issuer, nominated~~  
3413 ~~person, securities intermediary, or commodity~~  
3414 ~~intermediary.~~ Change in jurisdiction of chattel paper,  
3415 controllable electronic record, bank, issuer, nominated  
3416 person, securities intermediary, or commodity intermediary. A



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3417 security interest in chattel paper, controllable accounts,  
3418 controllable electronic accounts, controllable payment  
3419 intangibles, deposit accounts, letter-of-credit rights, or  
3420 investment property which is perfected under the law of the  
3421 chattel paper's jurisdiction, the controllable electronic  
3422 record's jurisdiction, the bank's jurisdiction, the issuer's  
3423 jurisdiction, a nominated person's jurisdiction, the  
3424 securities intermediary's jurisdiction, or the commodity  
3425 intermediary's jurisdiction, as applicable, remains perfected  
3426 until the earlier of:

3427 (1) the time the security interest would have become  
3428 unperfected under the law of that jurisdiction; or

3429 (2) the expiration of four months after a change of the  
3430 applicable jurisdiction to another jurisdiction.

3431 (g) Subsection (f) security interest perfected or  
3432 unperfected under law of new jurisdiction. If a security  
3433 interest described in subsection (f) becomes perfected under  
3434 the law of the other jurisdiction before the earlier of the  
3435 time or the end of the period described in that subsection, it  
3436 remains perfected thereafter. If the security interest does  
3437 not become perfected under the law of the other jurisdiction  
3438 before the earlier of that time or the end of that period, it  
3439 becomes unperfected and is deemed never to have been perfected  
3440 as against a purchaser of the collateral for value.

3441 (h) Effect on filed financing statement of change in  
3442 governing law. The following rules apply to collateral to  
3443 which a security interest attaches within four months after  
3444 the debtor changes its location to another jurisdiction:



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3445 (1) A financing statement filed before the change  
3446 pursuant to the law of the jurisdiction designated in Section  
3447 7-9A-301(1) or 7-9A-305(c) is effective to perfect a security  
3448 interest in the collateral if the financing statement would  
3449 have been effective to perfect a security interest in the  
3450 collateral if the debtor had not changed its location.

3451 (2) If a security interest that is perfected by a  
3452 financing statement that is effective under paragraph (1)  
3453 becomes perfected under the law of the other jurisdiction  
3454 before the earlier of the time the financing statement would  
3455 have become ineffective under the law of the jurisdiction  
3456 designated in Section 7-9A-301(1) or 7-9A-305(c) or the  
3457 expiration of the four-month period, it remains perfected  
3458 thereafter. If the security interest does not become perfected  
3459 under the law of the other jurisdiction before the earlier  
3460 time or event, it becomes unperfected and is deemed never to  
3461 have been perfected as against a purchaser of the collateral  
3462 for value.

3463 (i) Effect of change in governing law on financing  
3464 statement filed against original debtor. If a financing  
3465 statement naming an original debtor is filed pursuant to the  
3466 law of the jurisdiction designated in Section 7-9A-301(1) or  
3467 7-9A-305(c) and the new debtor is located in another  
3468 jurisdiction, the following rules apply:

3469 (1) The financing statement is effective to perfect a  
3470 security interest in collateral acquired by the new debtor  
3471 before, and within four months after, the new debtor becomes  
3472 bound under Section 7-9A-203(d), if the financing statement



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3473 would have been effective to perfect a security interest in  
3474 the collateral if the collateral had been acquired by the  
3475 original debtor.

3476 (2) A security interest that is perfected by the  
3477 financing statement and which becomes perfected under the law  
3478 of the other jurisdiction before the earlier of the expiration  
3479 of the four-month period or the time the financing statement  
3480 would have become ineffective under the law of the  
3481 jurisdiction designated in Section 7-9A-301(1) or 7-9A-305(c)  
3482 remains perfected thereafter. A security interest that is  
3483 perfected by the financing statement but which does not become  
3484 perfected under the law of the other jurisdiction before the  
3485 earlier time or event becomes unperfected and is deemed never  
3486 to have been perfected as against a purchaser of the  
3487 collateral for value."

3488 "§7-9A-317. Interests that take priority over or take  
3489 free of security interest or agricultural lien.

3490 (a) Conflicting security interests and rights of lien  
3491 creditors. A security interest or agricultural lien is  
3492 subordinate to the rights of:

3493 (1) a person entitled to priority under Section  
3494 7-9A-322; and

3495 (2) except as otherwise provided in subsection (e), a  
3496 person that becomes a lien creditor before the earlier of the  
3497 time:

3498 (A) the security interest or agricultural lien is  
3499 perfected; or

3500 (B) one of the conditions specified in Section



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3501 7-9A-203(b) (3) is met and a financing statement covering the  
3502 collateral is filed.

3503 (b) Buyers that receive delivery. Except as otherwise  
3504 provided in subsection (e), a buyer, other than a secured  
3505 party, ~~of tangible chattel paper, tangible documents,~~ of  
3506 goods, instruments, tangible documents, or a certificated  
3507 security takes free of a security interest or agricultural  
3508 lien if the buyer gives value and receives delivery of the  
3509 collateral without knowledge of the security interest or  
3510 agricultural lien and before it is perfected.

3511 (c) Lessees that receive delivery. Except as otherwise  
3512 provided in subsection (e), a lessee of goods takes free of a  
3513 security interest or agricultural lien if the lessee gives  
3514 value and receives delivery of the collateral without  
3515 knowledge of the security interest or agricultural lien and  
3516 before it is perfected.

3517 (d) Licensees and buyers of certain collateral. ~~A~~  
3518 Subject to subsections (f) through (i), a licensee of a  
3519 general intangible or a buyer, other than a secured party, of  
3520 collateral other than ~~tangible chattel paper, tangible~~  
3521 ~~documents,~~ goods, instruments, tangible documents, or a  
3522 certificated security takes free of a security interest if the  
3523 licensee or buyer gives value without knowledge of the  
3524 security interest and before it is perfected.

3525 (e) Purchase-money security interest. Except as  
3526 otherwise provided in Sections 7-9A-320 and 7-9A-321, if a  
3527 person files a financing statement with respect to a  
3528 purchase-money security interest before or within 20 days



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3529 after the debtor receives delivery of the collateral, the  
3530 security interest takes priority over the rights of a buyer,  
3531 lessee, or lien creditor which arise between the time the  
3532 security interest attaches and the time of filing.

3533 (f) Buyers of chattel paper. A buyer, other than a  
3534 secured party, of chattel paper takes free of a security  
3535 interest if, without knowledge of the security interest and  
3536 before it is perfected, the buyer gives value and:

3537 (1) receives delivery of each authoritative tangible  
3538 copy of the record evidencing the chattel paper; and

3539 (2) if each authoritative electronic copy of the record  
3540 evidencing the chattel paper can be subjected to control under  
3541 Section 7-9A-105, obtains control of each authoritative  
3542 electronic copy.

3543 (g) Buyers of electronic documents. A buyer of an  
3544 electronic document takes free of a security interest if,  
3545 without knowledge of the security interest and before it is  
3546 perfected, the buyer gives value and, if each authoritative  
3547 electronic copy of the document can be subjected to control  
3548 under Section 7-7-106, obtains control of each authoritative  
3549 electronic copy.

3550 (h) Buyers of controllable electronic records. A buyer  
3551 of a controllable electronic record takes free of a security  
3552 interest if, without knowledge of the security interest and  
3553 before it is perfected, the buyer gives value and obtains  
3554 control of the controllable electronic record.

3555 (i) Buyers of controllable accounts and controllable  
3556 payment intangibles. A buyer, other than a secured party, of a





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3557 controllable account or a controllable payment intangible  
3558 takes free of a security interest if, without knowledge of the  
3559 security interest and before it is perfected, the buyer gives  
3560 value and obtains control of the controllable account or  
3561 controllable payment intangible."

3562 "§7-9A-323. Future advances.

3563 (a) When priority based on time of advance. Except as  
3564 otherwise provided in subsection (c), for purposes of  
3565 determining the priority of a perfected security interest  
3566 under Section 7-9A-322(a)(1), perfection of the security  
3567 interest dates from the time an advance is made to the extent  
3568 that the security interest secures an advance that:

3569 (1) is made while the security interest is perfected  
3570 only:

3571 (A) under Section 7-9A-309 when it attaches; or

3572 (B) temporarily under Section 7-9A-312(e), (f), or (g);

3573 and

3574 (2) is not made pursuant to a commitment entered into  
3575 before or while the security interest is perfected by a method  
3576 other than under Section 7-9A-309 or 7-9A-312(e), (f), or (g).

3577 (b) Lien creditor. Except as otherwise provided in  
3578 subsection (c), a security interest is subordinate to the  
3579 rights of a person that becomes a lien creditor to the extent  
3580 that the security interest secures an advance made more than  
3581 45 days after the person becomes a lien creditor unless the  
3582 advance is made:

3583 (1) without knowledge of the lien; or

3584 (2) pursuant to a commitment entered into without



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3585 knowledge of the lien.

3586 (c) Buyer of receivables. Subsections (a) and (b) do  
3587 not apply to a security interest held by a secured party that  
3588 is a buyer of accounts, chattel paper, payment intangibles, or  
3589 promissory notes or a consignor.

3590 (d) Buyer of goods. Except as otherwise provided in  
3591 subsection (e), a buyer of goods ~~other than a buyer in~~  
3592 ~~ordinary course of business~~ takes free of a security interest  
3593 to the extent that it secures advances made after the earlier  
3594 of:

3595 (1) the time the secured party acquires knowledge of  
3596 the buyer's purchase; or

3597 (2) 45 days after the purchase.

3598 (e) Advances made pursuant to commitment: Priority of  
3599 buyer of goods. Subsection (d) does not apply if the advance  
3600 is made pursuant to a commitment entered into without  
3601 knowledge of the buyer's purchase and before the expiration of  
3602 the 45-day period.

3603 (f) Lessee of goods. Except as otherwise provided in  
3604 subsection (g), a lessee of goods, ~~other than a lessee in~~  
3605 ~~ordinary course of business~~, takes the leasehold interest free  
3606 of a security interest to the extent that it secures advances  
3607 made after the earlier of:

3608 (1) the time the secured party acquires knowledge of  
3609 the lease; or

3610 (2) 45 days after the lease contract becomes  
3611 enforceable.

3612 (g) Advances made pursuant to commitment: Priority of



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3613 lessee of goods. Subsection (f) does not apply if the advance  
3614 is made pursuant to a commitment entered into without  
3615 knowledge of the lease and before the expiration of the 45-day  
3616 period."

3617 "§7-9A-324. Priority of purchase-money security  
3618 interests.

3619 (a) General rule: Purchase-money priority. Except as  
3620 otherwise provided in subsection (g), a perfected  
3621 purchase-money security interest in goods other than inventory  
3622 or livestock has priority over a conflicting security interest  
3623 in the same goods, and, except as otherwise provided in  
3624 Section 7-9A-327, a perfected security interest in its  
3625 identifiable proceeds also has priority, if the purchase-money  
3626 security interest is perfected when the debtor receives  
3627 possession of the collateral or within 20 days thereafter.

3628 (b) Inventory purchase-money priority. Subject to  
3629 subsection (c) and except as otherwise provided in subsection  
3630 (g), a perfected purchase-money security interest in inventory  
3631 has priority over a conflicting security interest in the same  
3632 inventory, has priority over a conflicting security interest  
3633 in chattel paper or an instrument constituting proceeds of the  
3634 inventory and in proceeds of the chattel paper, if so provided  
3635 in Section 7-9A-330, and, except as otherwise provided in  
3636 Section 7-9A-327, also has priority in identifiable cash  
3637 proceeds of the inventory to the extent the identifiable cash  
3638 proceeds are received on or before the delivery of the  
3639 inventory to a buyer, if:

3640 (1) the purchase-money security interest is perfected



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3641 when the debtor receives possession of the inventory;

3642 (2) the purchase-money secured party sends ~~an~~  
3643 ~~authenticated~~ a signed notification to the holder of the  
3644 conflicting security interest;

3645 (3) the holder of the conflicting security interest  
3646 receives the notification within five years before the debtor  
3647 receives possession of the inventory; and

3648 (4) the notification states that the person sending the  
3649 notification has or expects to acquire a purchase-money  
3650 security interest in inventory of the debtor and describes the  
3651 inventory.

3652 (c) Holders of conflicting inventory security interests  
3653 to be notified. Subsections (b) (2) through (4) apply only if  
3654 the holder of the conflicting security interest had filed a  
3655 financing statement covering the same types of inventory:

3656 (1) if the purchase-money security interest is  
3657 perfected by filing, before the date of the filing; or

3658 (2) if the purchase-money security interest is  
3659 temporarily perfected without filing or possession under  
3660 Section 7-9A-312(f), before the beginning of the 20-day period  
3661 thereunder.

3662 (d) Livestock purchase-money priority. Subject to  
3663 subsection (e) and except as otherwise provided in subsection  
3664 (g), a perfected purchase-money security interest in livestock  
3665 that are farm products has priority over a conflicting  
3666 security interest in the same livestock, and, except as  
3667 otherwise provided in Section 7-9A-327, a perfected security  
3668 interest in their identifiable proceeds and identifiable



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3669 products in their unmanufactured states also has priority, if:

3670 (1) the purchase-money security interest is perfected  
3671 when the debtor receives possession of the livestock;

3672 (2) the purchase-money secured party sends ~~an~~  
3673 ~~authenticated~~ a signed notification to the holder of the  
3674 conflicting security interest;

3675 (3) the holder of the conflicting security interest  
3676 receives the notification within six months before the debtor  
3677 receives possession of the livestock; and

3678 (4) the notification states that the person sending the  
3679 notification has or expects to acquire a purchase-money  
3680 security interest in livestock of the debtor and describes the  
3681 livestock.

3682 (e) Holders of conflicting livestock security interests  
3683 to be notified. Subsections (d) (2) through (4) apply only if  
3684 the holder of the conflicting security interest had filed a  
3685 financing statement covering the same types of livestock:

3686 (1) if the purchase-money security interest is  
3687 perfected by filing, before the date of the filing; or

3688 (2) if the purchase-money security interest is  
3689 temporarily perfected without filing or possession under  
3690 Section 7-9A-312(f), before the beginning of the 20-day period  
3691 thereunder.

3692 (f) Software purchase-money priority. Except as  
3693 otherwise provided in subsection (g), a perfected  
3694 purchase-money security interest in software has priority over  
3695 a conflicting security interest in the same collateral, and,  
3696 except as otherwise provided in Section 7-9A-327, a perfected



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3697 security interest in its identifiable proceeds also has  
3698 priority, to the extent that the purchase-money security  
3699 interest in the goods in which the software was acquired for  
3700 use has priority in the goods and proceeds of the goods under  
3701 this section.

3702 (g) Conflicting purchase-money security interests. If  
3703 more than one security interest qualifies for priority in the  
3704 same collateral under subsection (a), (b), (d), or (f):

3705 (1) a security interest securing an obligation incurred  
3706 as all or part of the price of the collateral has priority  
3707 over a security interest securing an obligation incurred for  
3708 value given to enable the debtor to acquire rights in or the  
3709 use of collateral; and

3710 (2) in all other cases, Section 7-9A-322(a) applies to  
3711 the qualifying security interests.

3712 "§7-9A-330. Priority of purchaser of chattel paper or  
3713 instrument.

3714 (a) Purchaser's priority: Security interest claimed  
3715 merely as proceeds. A purchaser of chattel paper has priority  
3716 over a security interest in the chattel paper which is claimed  
3717 merely as proceeds of inventory subject to a security interest  
3718 if:

3719 (1) in good faith and in the ordinary course of the  
3720 purchaser's business, the purchaser gives new value and takes  
3721 possession of each authoritative tangible copy of the record  
3722 evidencing the chattel paper, ~~or~~ and obtains control under  
3723 Section 7-9A-105 of each authoritative electronic copy of the  
3724 record evidencing ~~of~~ the chattel paper ~~under Section 7-9A-105;~~



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3725 and

3726 (2) the ~~chattel paper does~~ authoritative copies of the  
3727 record evidencing the chattel paper do not indicate that ~~it~~  
3728 the chattel paper has been assigned to an identified assignee  
3729 other than the purchaser.

3730 (b) Purchaser's priority: Other security interests. A  
3731 purchaser of chattel paper has priority over a security  
3732 interest in the chattel paper which is claimed other than  
3733 merely as proceeds of inventory subject to a security interest  
3734 if the purchaser gives new value and takes possession of each  
3735 authoritative tangible copy of the record evidencing the  
3736 chattel paper ~~or and~~ obtains control ~~of~~ under Section 7-9A-105  
3737 of each authoritative electronic copy of the record evidencing  
3738 the chattel paper ~~under Section 7-9A-105~~ in good faith, in the  
3739 ordinary course of the purchaser's business, and without  
3740 knowledge that the purchase violates the rights of the secured  
3741 party.

3742 (c) Chattel paper purchaser's priority in proceeds.  
3743 Except as otherwise provided in Section 7-9A-327, a purchaser  
3744 having priority in chattel paper under subsection (a) or (b)  
3745 also has priority in proceeds of the chattel paper to the  
3746 extent that:

3747 (1) Section 7-9A-322 provides for priority in the  
3748 proceeds; or

3749 (2) the proceeds consist of the specific goods covered  
3750 by the chattel paper or cash proceeds of the specific goods,  
3751 even if the purchaser's security interest in the proceeds is  
3752 unperfected.



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3753 (d) Instrument purchaser's priority. Except as  
3754 otherwise provided in Section 7-9A-331(a), a purchaser of an  
3755 instrument has priority over a security interest in the  
3756 instrument perfected by a method other than possession if the  
3757 purchaser gives value and takes possession of the instrument  
3758 in good faith and without knowledge that the purchase violates  
3759 the rights of the secured party.

3760 (e) Holder of purchase-money security interest gives  
3761 new value. For purposes of subsections (a) and (b), the holder  
3762 of a purchase-money security interest in inventory gives new  
3763 value for chattel paper constituting proceeds of the  
3764 inventory.

3765 (f) Indication of assignment gives knowledge. For  
3766 purposes of subsections (b) and (d), if the authoritative  
3767 copies of the record evidencing chattel paper or an instrument  
3768 ~~indicates~~ indicate that ~~it~~ the chattel paper or instrument  
3769 has been assigned to an identified secured party other than  
3770 the purchaser, a purchaser of the chattel paper or instrument  
3771 has knowledge that the purchase violates the rights of the  
3772 secured party."

3773 "§7-9A-331. Priority of rights of purchasers of  
3774 controllable accounts, controllable electronic records,  
3775 controllable payments intangibles, instruments, documents, and  
3776 securities under other articles; priority of interests in  
3777 financial assets and security entitlements and protection  
3778 against assertion of claim under Articles 8 and 12.

3779 (a) Rights under Articles 3, 7, ~~and 8,~~ and 12 not  
3780 limited. This article does not limit the rights of a holder in





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3781 due course of a negotiable instrument, a holder to which a  
3782 negotiable document of title has been duly negotiated, ~~or~~ a  
3783 protected purchaser of a security ~~;~~ , or a qualifying purchaser  
3784 of a controllable account, controllable electronic record, or  
3785 controllable payment intangible. These holders or purchasers  
3786 take priority over an earlier security interest, even if  
3787 perfected, to the extent provided in Articles 3, 7, ~~and 8,~~ and  
3788 12.

3789 (b) Protection under ~~Article~~ Articles 8 and 12. This  
3790 article does not limit the rights of or impose liability on a  
3791 person to the extent that the person is protected against the  
3792 assertion of a claim under ~~Article~~ Articles 8 or 12.

3793 (c) Filing not notice. Filing under this article does  
3794 not constitute notice of a claim or defense to the holders, or  
3795 purchasers, or persons described in subsections (a) and (b)."

3796 "§7-9A-332. Transfer of money; transfer of funds from  
3797 deposit account.

3798 (a) Transferee of money. A transferee of money takes  
3799 the money free of a security interest ~~unless the transferee~~  
3800 acts if the transferee receives possession of the money  
3801 without acting in collusion with the debtor in violating the  
3802 rights of the secured party.

3803 (b) Transferee of funds from deposit account. A  
3804 transferee of funds from a deposit account takes the funds  
3805 free of a security interest in the deposit account ~~unless the~~  
3806 transferee acts if the transferee receives possession of the  
3807 money without acting in collusion with the debtor in violating  
3808 the rights of the secured party."



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3809           "§7-9A-334. Priority of security interests in fixtures  
3810 and crops.

3811           (a) Security interest in fixtures under this article. A  
3812 security interest under this article may be created in goods  
3813 that are fixtures or may continue in goods that become  
3814 fixtures. A security interest does not exist under this  
3815 article in ordinary building materials incorporated into an  
3816 improvement on land.

3817           (b) Security interest in fixtures under real-property  
3818 law. This article does not prevent creation of an encumbrance  
3819 upon fixtures under real property law.

3820           (c) General rule: Subordination of security interest in  
3821 fixtures. In cases not governed by subsections (d) through  
3822 (h), a security interest in fixtures is subordinate to a  
3823 conflicting interest of an encumbrancer or owner of the  
3824 related real property other than the debtor.

3825           (d) Fixtures purchase-money priority. Except as  
3826 otherwise provided in subsection (h), a perfected security  
3827 interest in fixtures has priority over a conflicting interest  
3828 of an encumbrancer or owner of the real property if the debtor  
3829 has an interest of record in or is in possession of the real  
3830 property and:

3831           (1) the security interest is a purchase-money security  
3832 interest;

3833           (2) the interest of the encumbrancer or owner arises  
3834 before the goods become fixtures; and

3835           (3) the security interest is perfected by a fixture  
3836 filing before the goods become fixtures or within 20 days



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3837 thereafter.

3838 (e) Priority of security interest in fixtures over  
3839 interests in real property. A perfected security interest in  
3840 fixtures has priority over a conflicting interest of an  
3841 encumbrancer or owner of the real property if:

3842 (1) the debtor has an interest of record in the real  
3843 property or is in possession of the real property and the  
3844 security interest:

3845 (A) is perfected by a fixture filing before the  
3846 interest of the encumbrancer or owner is of record; and

3847 (B) has priority over any conflicting interest of a  
3848 predecessor in title of the encumbrancer or owner;

3849 (2) before the goods become fixtures, the security  
3850 interest is perfected by any method permitted by this article  
3851 and the fixtures are readily removable:

3852 (A) factory or office machines;

3853 (B) equipment that is not primarily used or leased for  
3854 use in the operation of the real property; or

3855 (C) replacements of domestic appliances that are  
3856 consumer goods;

3857 (3) the conflicting interest is a lien on the real  
3858 property obtained by legal or equitable proceedings after the  
3859 security interest was perfected by any method permitted by  
3860 this article; or

3861 (4) the security interest is:

3862 (A) created in a manufactured home in a  
3863 manufactured-home transaction; and

3864 (B) perfected pursuant to a statute described in



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3865 Section 7-9A-311(a)(2).

3866 (f) Priority based on consent, disclaimer, or right to  
3867 remove. A security interest in fixtures, whether or not  
3868 perfected, has priority over a conflicting interest of an  
3869 encumbrancer or owner of the real property if:

3870 (1) the encumbrancer or owner has, in ~~an authenticated~~  
3871 a signed record, consented to the security interest or  
3872 disclaimed an interest in the goods as fixtures; or

3873 (2) the debtor has a right to remove the goods as  
3874 against the encumbrancer or owner.

3875 (g) Continuation of paragraph (f)(2) priority. The  
3876 priority of the security interest under paragraph (f)(2)  
3877 continues for a reasonable time if the debtor's right to  
3878 remove the goods as against the encumbrancer or owner  
3879 terminates.

3880 (h) Priority of construction mortgage. A mortgage is a  
3881 construction mortgage to the extent that it secures an  
3882 obligation incurred for the construction of an improvement on  
3883 land, including the acquisition cost of the land, if a  
3884 recorded record of the mortgage so indicates. Except as  
3885 otherwise provided in subsections (e) and (f), a security  
3886 interest in fixtures is subordinate to a construction mortgage  
3887 if a record of the mortgage is recorded before the goods  
3888 become fixtures and the goods become fixtures before the  
3889 completion of the construction. A mortgage has this priority  
3890 to the same extent as a construction mortgage to the extent  
3891 that it is given to refinance a construction mortgage.

3892 (i) Priority of security interest in crops. A perfected



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3893 security interest in crops growing on real property has  
3894 priority over a conflicting interest of an encumbrancer or  
3895 owner of the real property if the debtor has an interest of  
3896 record in or is in possession of the real property.

3897 (j) Subsection (i) prevails over inconsistent law.  
3898 Subsection (i) prevails over any inconsistent provision of an  
3899 existing or future statute, rule, or regulation of this State  
3900 unless the provision is contained in a statute of this State,  
3901 refers expressly to subsection (i), and states that the  
3902 provision prevails over subsection (i)."

3903 "§7-9A-341. Bank's rights and duties with respect to  
3904 deposit account.

3905 Except as otherwise provided in Section 7-9A-340(c),  
3906 and unless the bank otherwise agrees in ~~an authenticated~~ a  
3907 signed record, a bank's rights and duties with respect to a  
3908 deposit account maintained with the bank are not terminated,  
3909 suspended, or modified by:

3910 (1) the creation, attachment, or perfection of a  
3911 security interest in the deposit account;

3912 (2) the bank's knowledge of the security interest; or  
3913 (3) the bank's receipt of instructions from the secured  
3914 party."

3915 "§7-9A-404. Rights acquired by assignee; claims and  
3916 defenses against assignee.

3917 (a) Assignee's rights subject to terms, claims, and  
3918 defenses; exceptions. Unless an account debtor has made an  
3919 enforceable agreement not to assert defenses or claims, and  
3920 subject to subsections (b) through (e), the rights of an



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3921 assignee are subject to:

3922 (1) all terms of the agreement between the account  
3923 debtor and assignor and any defense or claim in recoupment  
3924 arising from the transaction that gave rise to the contract;  
3925 and

3926 (2) any other defense or claim of the account debtor  
3927 against the assignor which accrues before the account debtor  
3928 receives a notification of the assignment ~~authenticated~~ signed  
3929 by the assignor or the assignee.

3930 (b) Account debtor's claim reduces amount owed to  
3931 assignee. Subject to subsection (c) and except as otherwise  
3932 provided in subsection (d), the claim of an account debtor  
3933 against an assignor may be asserted against an assignee under  
3934 subsection (a) only to reduce the amount the account debtor  
3935 owes.

3936 (c) Rule for individual under other law. This section  
3937 is subject to law other than this article which establishes a  
3938 different rule for an account debtor who is an individual and  
3939 who incurred the obligation primarily for personal, family, or  
3940 household purposes.

3941 (d) Omission of required statement in consumer  
3942 transaction. In a consumer transaction, if a record evidences  
3943 the account debtor's obligation, if law other than this  
3944 article requires that the record include a statement to the  
3945 effect that the account debtor's recovery against an assignee  
3946 with respect to claims and defenses against the assignor may  
3947 not exceed amounts paid by the account debtor under the  
3948 record, and if the record does not include such a statement,



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3949 the extent to which a claim of an account debtor against the  
3950 assignor may be asserted against an assignee is determined as  
3951 if the record included such a statement.

3952 (e) Inapplicability to health-care-insurance  
3953 receivable. This section does not apply to an assignment of a  
3954 health-care-insurance receivable."

3955 "§7-9A-406. Discharge of account debtor; notification  
3956 of assignment; identification and proof of assignment;  
3957 restrictions on assignment of accounts, chattel paper, payment  
3958 intangibles, and promissory notes ineffective.

3959 (a) Discharge of account debtor; effect of  
3960 notification. Subject to subsections (b) through (i) and  
3961 subsection (1), an account debtor on an account, chattel  
3962 paper, or a payment intangible may discharge its obligation by  
3963 paying the assignor until, but not after, the account debtor  
3964 receives a notification, ~~authenticated~~ signed by the assignor  
3965 or the assignee, that the amount due or to become due has been  
3966 assigned and that payment is to be made to the assignee. After  
3967 receipt of the notification, the account debtor may discharge  
3968 its obligation by paying the assignee and may not discharge  
3969 the obligation by paying the assignor.

3970 (b) When notification ineffective. Subject to  
3971 ~~subsection~~ subsections (h) and (1), notification is  
3972 ineffective under subsection (a):

3973 (1) if it does not reasonably identify the rights  
3974 assigned;

3975 (2) to the extent that an agreement between an account  
3976 debtor and a seller of a payment intangible limits the account



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3977 debtor's duty to pay a person other than the seller and the  
3978 limitation is effective under law other than this article; or  
3979 (3) at the option of an account debtor, if the  
3980 notification notifies the account debtor to make less than the  
3981 full amount of any installment or other periodic payment to  
3982 the assignee, even if:

3983 (A) only a portion of the account, chattel paper, or  
3984 payment intangible has been assigned to that assignee;

3985 (B) a portion has been assigned to another assignee; or

3986 (C) the account debtor knows that the assignment to  
3987 that assignee is limited.

3988 (c) Proof of assignment. Subject to ~~subsection~~  
3989 subsections (h) and (l), if requested by the account debtor,  
3990 an assignee shall seasonably furnish reasonable proof that the  
3991 assignment has been made. Unless the assignee complies, the  
3992 account debtor may discharge its obligation by paying the  
3993 assignor, even if the account debtor has received a  
3994 notification under subsection (a).

3995 (d) Term restricting assignment generally ineffective.  
3996 In this subsection, "promissory note" includes a negotiable  
3997 instrument that evidences chattel paper. Except as otherwise  
3998 provided in subsection (e) and Sections 7-2A-303 and 7-9A-407,  
3999 and subject to subsection (h), a term in an agreement between  
4000 an account debtor and an assignor or in a promissory note is  
4001 ineffective to the extent that it:

4002 (1) prohibits, restricts, or requires the consent of  
4003 the account debtor or person obligated on the promissory note  
4004 to the assignment or transfer of, or the creation, attachment,





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4005 perfection, or enforcement of a security interest in, the  
4006 account, chattel paper, payment intangible, or promissory  
4007 note; or

4008 (2) provides that the assignment or transfer or the  
4009 creation, attachment, perfection, or enforcement of the  
4010 security interest may give rise to a default, breach, right of  
4011 recoupment, claim, defense, termination, right of termination,  
4012 or remedy under the account, chattel paper, payment  
4013 intangible, or promissory note.

4014 (e) Inapplicability of subsection (d) to certain sales.  
4015 Subsection (d) does not apply to the sale of a payment  
4016 intangible or promissory note, other than a sale pursuant to a  
4017 disposition under Section 7-9A-610 or an acceptance of  
4018 collateral under Section 7-9A-620.

4019 (f) Legal restrictions on assignment generally  
4020 ineffective. Except as otherwise provided in Sections 7-2A-303  
4021 and 7-9A-407 and subject to subsections (h) and (i), a rule of  
4022 law, statute, or regulation that prohibits, restricts, or  
4023 requires the consent of a government, governmental body or  
4024 official, or account debtor to the assignment or transfer of,  
4025 or creation of a security interest in, an account or chattel  
4026 paper is ineffective to the extent that the rule of law,  
4027 statute, or regulation:

4028 (1) prohibits, restricts, or requires the consent of  
4029 the government, governmental body or official, or account  
4030 debtor to the assignment or transfer of, or the creation,  
4031 attachment, perfection, or enforcement of a security interest  
4032 in the account or chattel paper; or



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4033 (2) provides that the assignment or transfer or the  
4034 creation, attachment, perfection, or enforcement of the  
4035 security interest may give rise to a default, breach, right of  
4036 recoupment, claim, defense, termination, right of termination,  
4037 or remedy under the account or chattel paper.

4038 (g) Subsection (b) (3) not waivable. Subject to  
4039 ~~subsection~~ subsections (h) and (1), an account debtor may not  
4040 waive or vary its option under subsection (b) (3).

4041 (h) Rule for individual under other law. This section  
4042 is subject to law other than this article which establishes a  
4043 different rule for an account debtor who is an individual and  
4044 who incurred the obligation primarily for personal, family, or  
4045 household purposes.

4046 (i) Inapplicability to health-care-insurance  
4047 receivable. This section does not apply to an assignment of a  
4048 health-care-insurance receivable.

4049 (j) Section prevails over inconsistent law. This  
4050 section prevails over any inconsistent provision of an  
4051 existing or future statute, rule, or regulation of this State  
4052 unless the provision is contained in a statute of this State,  
4053 refers expressly to this section, and states that the  
4054 provision prevails over this section.

4055 (k) [Reserved].

4056 (l) Inapplicability of certain subsections. Subsections  
4057 (a), (b), (c), and (g) do not apply to a controllable account  
4058 or controllable payment intangible.

4059 "§7-9A-408. Restrictions on assignment of promissory  
4060 notes, health-care-insurance receivables, and certain general



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4061 intangibles ineffective.

4062 (a) Term restricting assignment generally ineffective.  
4063 Except as otherwise provided in subsection (b), a term in a  
4064 promissory note or in an agreement between an account debtor  
4065 and a debtor which relates to a health-care-insurance  
4066 receivable or a general intangible, including a contract,  
4067 permit, license, or franchise, and which term prohibits,  
4068 restricts, or requires the consent of the person obligated on  
4069 the promissory note or the account debtor to, the assignment  
4070 or transfer of, or creation, attachment, or perfection of a  
4071 security interest in, the promissory note,  
4072 health-care-insurance receivable, or general intangible, is  
4073 ineffective to the extent that the term:

4074 (1) would impair the creation, attachment, or  
4075 perfection of a security interest; or

4076 (2) provides that the assignment or transfer or the  
4077 creation, attachment, or perfection of the security interest  
4078 may give rise to a default, breach, right of recoupment,  
4079 claim, defense, termination, right of termination, or remedy  
4080 under the promissory note, health-care-insurance receivable,  
4081 or general intangible.

4082 (b) Applicability of subsection (a) to sales of certain  
4083 rights to payment. Subsection (a) applies to a security  
4084 interest in a payment intangible or promissory note only if  
4085 the security interest arises out of a sale of the payment  
4086 intangible or promissory note, other than a sale pursuant to a  
4087 disposition under Section 7-9A-610 or an acceptance of  
4088 collateral under Section 7-9A-620.



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4089 (c) Legal restrictions on assignment generally  
4090 ineffective. A rule of law, statute, or regulation that  
4091 prohibits, restricts, or requires the consent of a government,  
4092 governmental body or official, person obligated on a  
4093 promissory note, or account debtor to the assignment or  
4094 transfer of, or creation of a security interest in, a  
4095 promissory note, health-care-insurance receivable, or general  
4096 intangible, including a contract, permit, license, or  
4097 franchise between an account debtor and a debtor, is  
4098 ineffective to the extent that the rule of law, statute, or  
4099 regulation:

4100 (1) would impair the creation, attachment, or  
4101 perfection of a security interest; or

4102 (2) provides that the assignment or transfer or the  
4103 creation, attachment, or perfection of the security interest  
4104 may give rise to a default, breach, right of recoupment,  
4105 claim, defense, termination, right of termination, or remedy  
4106 under the promissory note, health-care-insurance receivable,  
4107 or general intangible.

4108 (d) Limitation on ineffectiveness under subsections (a)  
4109 and (c). To the extent that a term in a promissory note or in  
4110 an agreement between an account debtor and a debtor which  
4111 relates to a health-care-insurance receivable or general  
4112 intangible or a rule of law, statute, or regulation described  
4113 in subsection (c) would be effective under law other than this  
4114 article but is ineffective under subsection (a) or (c), the  
4115 creation, attachment, or perfection of a security interest in  
4116 the promissory note, health-care-insurance receivable, or



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4117 general intangible:

4118 (1) is not enforceable against the person obligated on  
4119 the promissory note or the account debtor;

4120 (2) does not impose a duty or obligation on the person  
4121 obligated on the promissory note or the account debtor;

4122 (3) does not require the person obligated on the  
4123 promissory note or the account debtor to recognize the  
4124 security interest, pay or render performance to the secured  
4125 party, or accept payment or performance from the secured  
4126 party;

4127 (4) does not entitle the secured party to use or assign  
4128 the debtor's rights under the promissory note,  
4129 health-care-insurance receivable, or general intangible,  
4130 including any related information or materials furnished to  
4131 the debtor in the transaction giving rise to the promissory  
4132 note, health-care-insurance receivable, or general intangible;

4133 (5) does not entitle the secured party to use, assign,  
4134 possess, or have access to any trade secrets or confidential  
4135 information of the person obligated on the promissory note or  
4136 the account debtor; and

4137 (6) does not entitle the secured party to enforce the  
4138 security interest in the promissory note,  
4139 health-care-insurance receivable, or general intangible.

4140 (e) Section prevails over inconsistent law. This  
4141 section prevails over any inconsistent provision of an  
4142 existing or future statute, rule, or regulation of this State  
4143 unless the provision is contained in a statute of this State,  
4144 refers expressly to this section, and states that the



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4145 provision prevails over this section.

4146 (f) [Reserved.]

4147 (g) "Promissory note." In this section, "promissory  
4148 note" includes a negotiable instrument that evidences chattel  
4149 paper.

4150 "§7-9A-509. Persons entitled to file a record.

4151 (a) Person entitled to file record. A person may file  
4152 an initial financing statement, amendment that adds collateral  
4153 covered by a financing statement, or amendment that adds a  
4154 debtor to a financing statement only if:

4155 (1) the debtor authorizes the filing in ~~an~~  
4156 ~~authenticated~~ a signed record or pursuant to subsection (b) or  
4157 (c); or

4158 (2) the person holds an agricultural lien that has  
4159 become effective at the time of filing and the financing  
4160 statement covers only collateral in which the person holds an  
4161 agricultural lien.

4162 (b) Security agreement as authorization. By  
4163 ~~authenticating~~ signing or becoming bound as debtor by a  
4164 security agreement, a debtor or new debtor authorizes the  
4165 filing of an initial financing statement, and an amendment,  
4166 covering:

4167 (1) the collateral described in the security agreement;  
4168 and

4169 (2) property that becomes collateral under Section  
4170 7-9A-315(a)(2), whether or not the security agreement  
4171 expressly covers proceeds.

4172 (c) Acquisition of collateral as authorization. By



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4173 acquiring collateral in which a security interest or  
4174 agricultural lien continues under Section 7-9A-315(a)(1), a  
4175 debtor authorizes the filing of an initial financing  
4176 statement, and an amendment, covering the collateral and  
4177 property that becomes collateral under Section 7-9A-315(a)(2).

4178 (d) Person entitled to file certain amendments. A  
4179 person may file an amendment other than an amendment that adds  
4180 collateral covered by a financing statement or an amendment  
4181 that adds a debtor to a financing statement only if:

4182 (1) the secured party of record authorizes the filing;

4183 or

4184 (2) the amendment is a termination statement for a  
4185 financing statement as to which the secured party of record  
4186 has failed to file or send a termination statement as required  
4187 by Section 7-9A-513(a) or (c), the debtor authorizes the  
4188 filing, and the termination statement indicates that the  
4189 debtor authorized it to be filed.

4190 (e) Multiple secured parties of record. If there is  
4191 more than one secured party of record for a financing  
4192 statement, each secured party of record may authorize the  
4193 filing of an amendment under subsection (d)."

4194 "§7-9A-513. Termination statement.

4195 (a) Consumer goods. A secured party shall cause the  
4196 secured party of record for a financing statement to file a  
4197 termination statement for the financing statement if the  
4198 financing statement covers consumer goods and:

4199 (1) there is no obligation secured by the collateral  
4200 covered by the financing statement and no commitment to make



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4201 an advance, incur an obligation, or otherwise give value; or

4202 (2) the debtor did not authorize the filing of the  
4203 initial financing statement.

4204 (b) Time for compliance with subsection (a). To comply  
4205 with subsection (a), a secured party shall cause the secured  
4206 party of record to file the termination statement:

4207 (1) within one month after there is no obligation  
4208 secured by the collateral covered by the financing statement  
4209 and no commitment to make an advance, incur an obligation, or  
4210 otherwise give value; or

4211 (2) if earlier, within 20 days after the secured party  
4212 receives ~~an authenticated~~ a signed demand from a debtor.

4213 (c) Other collateral. In cases not governed by  
4214 subsection (a), within 20 days after a secured party receives  
4215 ~~an authenticated~~ a signed demand from a debtor, the secured  
4216 party shall cause the secured party of record for a financing  
4217 statement to send to the debtor a termination statement for  
4218 the financing statement or file the termination statement in  
4219 the filing office if:

4220 (1) except in the case of a financing statement  
4221 covering accounts or chattel paper that has been sold or goods  
4222 that are the subject of a consignment, there is no obligation  
4223 secured by the collateral covered by the financing statement  
4224 and no commitment to make an advance, incur an obligation, or  
4225 otherwise give value;

4226 (2) the financing statement covers accounts or chattel  
4227 paper that has been sold but as to which the account debtor or  
4228 other person obligated has discharged its obligation;





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4229 (3) the financing statement covers goods that were the  
4230 subject of a consignment to the debtor but are not in the  
4231 debtor's possession; or

4232 (4) the debtor did not authorize the filing of the  
4233 initial financing statement.

4234 (d) Effect of filing termination statement. Except as  
4235 otherwise provided in Section 7-9A-510, upon the filing of a  
4236 termination statement with the filing office, the financing  
4237 statement to which the termination statement relates ceases to  
4238 be effective. Except as otherwise provided in Section  
4239 7-9A-510, for purposes of Sections 7-9A-519(g), 7-9A-522(a),  
4240 and 7-9A-523(c), the filing with the filing office of a  
4241 termination statement relating to a financing statement that  
4242 indicates that the debtor is a transmitting utility also  
4243 causes the effectiveness of the financing statement to lapse."

4244 "§7-9A-601. Rights after default; judicial enforcement;  
4245 consignor or buyer of accounts, chattel paper, payment  
4246 intangibles, or promissory notes.

4247 (a) Rights of secured party after default. After  
4248 default, a secured party has the rights provided in this part  
4249 and, except as otherwise provided in Section 7-9A-602, those  
4250 provided by agreement of the parties. A secured party:

4251 (1) may reduce a claim to judgment, foreclose, or  
4252 otherwise enforce the claim, security interest, or  
4253 agricultural lien by any available judicial procedure; and

4254 (2) if the collateral is documents, may proceed either  
4255 as to the documents or as to the goods they cover.

4256 (b) Rights and duties of secured party in possession or



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4257 control. A secured party in possession of collateral or  
4258 control of collateral under Section 7-7-106, 7-9A-104,  
4259 7-9A-105, 7-9A-106, ~~or~~ 7-9A-107, or 7-9A-107A has the rights  
4260 and duties provided in Section 7-9A-207.

4261 (c) Rights cumulative; simultaneous exercise. The  
4262 rights under subsections (a) and (b) are cumulative and may be  
4263 exercised simultaneously.

4264 (d) Rights of debtor and obligor. Except as otherwise  
4265 provided in subsection (g) and Section 7-9A-605, after  
4266 default, a debtor and an obligor have the rights provided in  
4267 this part and by agreement of the parties.

4268 (e) Lien of levy after judgment. If a secured party has  
4269 reduced its claim to judgment, the lien of any levy that may  
4270 be made upon the collateral by virtue of an execution based  
4271 upon the judgment relates back to the earliest of:

4272 (1) the date of perfection of the security interest or  
4273 agricultural lien in the collateral;

4274 (2) the date of filing a financing statement covering  
4275 the collateral; or

4276 (3) any date specified in a statute under which the  
4277 agricultural lien was created.

4278 (f) Execution sale. A sale pursuant to an execution is  
4279 a foreclosure of the security interest or agricultural lien by  
4280 judicial procedure within the meaning of this section. A  
4281 secured party may purchase at the sale and thereafter hold the  
4282 collateral free of any other requirements of this article.

4283 (g) Consignor or buyer of certain rights to payment.  
4284 Except as otherwise provided in Section 7-9A-607(c), this part



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4285 imposes no duties upon a secured party that is a consignor or  
4286 is a buyer of accounts, chattel paper, payment intangibles, or  
4287 promissory notes."

4288 "§7-9A-605. Unknown debtor or secondary obligor.

4289 A(a) In general: No duty owed by secured party. Except  
4290 as provided in subsection (b), a secured party does not owe a  
4291 duty based on its status as secured party:

4292 (1) to a person that is a debtor or obligor, unless the  
4293 secured party knows:

4294 (A) that the person is a debtor or obligor;

4295 (B) the identity of the person; and

4296 (C) how to communicate with the person; or

4297 (2) to a secured party or lienholder that has filed a  
4298 financing statement against a person, unless the secured party  
4299 knows:

4300 (A) that the person is a debtor; and

4301 (B) the identity of the person.

4302 (b) Exception: Secured party owes duty to debtor or  
4303 obligor. A secured party owes a duty based on its status as a  
4304 secured party to a person if, at the time the secured party  
4305 obtains control of collateral that is a controllable account,  
4306 controllable electronic record, or controllable payment  
4307 intangible or at the time the security interest attaches to  
4308 the collateral, whichever is later:

4309 (1) the person is a debtor or obligor; and

4310 (2) the secured party knows that the information in  
4311 subsection (a) (1) (A), (B), or (C) relating to the person is  
4312 not provided by the collateral, a record attached to or



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4313 logically associated with the collateral, or the system in  
4314 which the collateral is recorded."

4315 "§7-9A-608. Application of proceeds of collection or  
4316 enforcement; liability for deficiency and right to surplus.

4317 (a) Application of proceeds, surplus, and deficiency if  
4318 obligation secured. If a security interest or agricultural  
4319 lien secures payment or performance of an obligation, the  
4320 following rules apply:

4321 (1) A secured party shall apply or pay over for  
4322 application the cash proceeds of collection or enforcement  
4323 under Section 7-9A-607 in the following order to:

4324 (A) the reasonable expenses of collection and  
4325 enforcement and, to the extent provided for by agreement and  
4326 not prohibited by law, reasonable attorney's fees and legal  
4327 expenses incurred by the secured party;

4328 (B) the satisfaction of obligations secured by the  
4329 security interest or agricultural lien under which the  
4330 collection or enforcement is made; and

4331 (C) the satisfaction of obligations secured by any  
4332 subordinate security interest in or other lien on the  
4333 collateral subject to the security interest or agricultural  
4334 lien under which the collection or enforcement is made if the  
4335 secured party receives ~~an authenticated~~ a signed demand for  
4336 proceeds before distribution of the proceeds is completed.

4337 (2) If requested by a secured party, a holder of a  
4338 subordinate security interest or other lien shall furnish  
4339 reasonable proof of the interest or lien within a reasonable  
4340 time. Unless the holder complies, the secured party need not



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4341 comply with the holder's demand under paragraph (1) (C).

4342 (3) A secured party need not apply or pay over for  
4343 application noncash proceeds of collection and enforcement  
4344 under Section 7-9A-607 unless the failure to do so would be  
4345 commercially unreasonable. A secured party that applies or  
4346 pays over for application noncash proceeds shall do so in a  
4347 commercially reasonable manner.

4348 (4) A secured party shall account to and pay a debtor  
4349 for any surplus, and the obligor is liable for any deficiency.

4350 (b) No surplus or deficiency in sales of certain rights  
4351 to payment. If the underlying transaction is a sale of  
4352 accounts, chattel paper, payment intangibles, or promissory  
4353 notes, the debtor is not entitled to any surplus, and the  
4354 obligor is not liable for any deficiency."

4355 "§7-9A-611. Notification before disposition of  
4356 collateral.

4357 (a) "Notification date." In this section, "notification  
4358 date" means the earlier of the date on which:

4359 (1) a secured party sends to the debtor and any  
4360 secondary obligor ~~an authenticated~~ a signed notification of  
4361 disposition; or

4362 (2) the debtor and any secondary obligor waive the  
4363 right to notification.

4364 (b) Notification of disposition required. Except as  
4365 otherwise provided in subsection (d), a secured party that  
4366 disposes of collateral under Section 7-9A-610 shall send to  
4367 the persons specified in subsection (c) a reasonable  
4368 ~~authenticated~~ signed notification of disposition.



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4369 (c) Persons to be notified. To comply with subsection  
4370 (b), the secured party shall send ~~an authenticated~~ a signed  
4371 notification of disposition to:

4372 (1) the debtor;

4373 (2) any secondary obligor; and

4374 (3) if the collateral is other than consumer goods:

4375 (A) any other person from which the secured party has  
4376 received, before the notification date, ~~an authenticated~~ a  
4377 signed notification of a claim of an interest in the  
4378 collateral;

4379 (B) any other secured party or lienholder that, 10 days  
4380 before the notification date, held a security interest in or  
4381 other lien on the collateral perfected by the filing of a  
4382 financing statement that:

4383 (i) identified the collateral;

4384 (ii) was indexed under the debtor's name as of that  
4385 date; and

4386 (iii) was filed in the office in which to file a  
4387 financing statement against the debtor covering the collateral  
4388 as of that date; and

4389 (C) any other secured party that, 10 days before the  
4390 notification date, held a security interest in the collateral  
4391 perfected by compliance with a statute, regulation, or treaty  
4392 described in Section 7-9A-311(a).

4393 (d) Subsection (b) inapplicable: Perishable collateral;  
4394 recognized market. Subsection (b) does not apply if the  
4395 collateral is perishable or threatens to decline speedily in  
4396 value or is of a type customarily sold on a recognized market.



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4397 (e) Compliance with subsection (c) (3) (B). A secured  
4398 party complies with the requirement for notification  
4399 prescribed by subsection (c) (3) (B) if:

4400 (1) not later than 20 days or earlier than 30 days  
4401 before the notification date, the secured party requests, in a  
4402 commercially reasonable manner, information concerning  
4403 financing statements indexed under the debtor's name in the  
4404 office indicated in subsection (c) (3) (B); and

4405 (2) before the notification date, the secured party:

4406 (A) did not receive a response to the request for  
4407 information; or

4408 (B) received a response to the request for information  
4409 and sent ~~an authenticated~~ a signed notification of disposition  
4410 to each secured party or other lienholder named in that  
4411 response whose financing statement covered the collateral."

4412 "§7-9A-613. Contents and form of notification before  
4413 disposition of collateral: general.

4414 (a) Content and form of notification. Except in a  
4415 consumer-goods transaction, the following rules apply:

4416 (1) The contents of a notification of disposition are  
4417 sufficient if the notification:

4418 (A) describes the debtor and the secured party;

4419 (B) describes the collateral that is the subject of the  
4420 intended disposition;

4421 (C) states the method of intended disposition;

4422 (D) states that the debtor is entitled to an accounting  
4423 of the unpaid indebtedness and states the charge, if any, for  
4424 an accounting; and



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4425 (E) states the time and place of a public disposition  
4426 or the time after which any other disposition is to be made.

4427 (2) Whether the contents of a notification that lacks  
4428 any of the information specified in paragraph (1) are  
4429 nevertheless sufficient is a question of fact.

4430 (3) The contents of a notification providing  
4431 substantially the information specified in paragraph (1) are  
4432 sufficient, even if the notification includes:

4433 (A) information not specified by that paragraph; or

4434 (B) minor errors that are not seriously misleading.

4435 (4) A particular phrasing of the notification is not  
4436 required.

4437 (5) The following form of notification and the form  
4438 appearing in Section 7-9A-614 (a) (3), when completed in  
4439 accordance with the instructions in subsection (b) and Section  
4440 7-9A-614 (b), each provides sufficient information:

4441 ~~NOTIFICATION OF DISPOSITION OF COLLATERAL~~

4442 ~~To: \_\_\_\_\_ (Name of debtor, obligor, or other~~  
4443 ~~person to which the notification is sent)~~

4444 ~~From: \_\_\_\_\_ (Name, address, and telephone number~~  
4445 ~~of secured party)~~

4446 ~~Name of Debtor(s): \_\_\_\_\_ (Include only if debtor(s)~~  
4447 ~~are not an addressee)~~

4448 ~~For a public disposition:~~

4449 ~~We will sell or lease or license, as applicable, the~~  
4450 ~~\_\_\_\_\_ (describe collateral) to the highest qualified bidder~~  
4451 ~~in public as follows:~~

4452 ~~Day and Date:~~





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4453 ~~Time:~~  
4454 ~~Place:~~  
4455 ~~For a private disposition:~~  
4456 ~~We will sell or lease or license, as applicable, the~~  
4457 ~~\_\_\_\_\_ (describe collateral) privately some time after~~  
4458 ~~\_\_\_\_\_ (day and date).~~  
4459 ~~You are entitled to an accounting of the unpaid~~  
4460 ~~indebtedness secured by the property that we intend to sell or~~  
4461 ~~lease or license, as applicable, for a charge of \$ \_\_\_\_\_. You~~  
4462 ~~may request an accounting by calling us at \_\_\_\_\_ (telephone~~  
4463 ~~number).~~  
4464 ~~[End of Form]~~

### NOTIFICATION OF DISPOSITION OF COLLATERAL

4465 To: (Name of debtor, obligor, or other person to which  
4466 the notification is sent)

4467 From: (Name, address, and telephone number of secured  
4468 party)

4469 {1} Name of any debtor that is not an addressee: (name  
4470 of each debtor)

4471 {2} We will sell (describe collateral) (to the highest  
4472 qualified bidder) at public sale. A sale could include a lease  
4473 or license. The sale will be held as follows:

4474 (Date)

4475 (Time)

4476 (Place)

4477 {3} We will sell (describe collateral) at private sale  
4478 sometime after (date). A sale could include a lease or  
4479 license.  
4480



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4481 {4} You are entitled to an accounting of the unpaid  
4482 indebtedness secured by the property that we intend to sell  
4483 or, as applicable, lease or license.

4484 {5} If you request an accounting you must pay a charge  
4485 of \$ (amount).

4486 {6} You may request an accounting by calling us at  
4487 (telephone number).

4488 [End of Form]

4489 (b) Instructions for form of notification. The  
4490 following instructions apply to the form of notification in  
4491 subsection (a) (5):

4492 (1) The instructions in this subsection refer to the  
4493 numbers in braces before items in the form of notification in  
4494 subsection (a) (5). Do not include the numbers or braces in the  
4495 notification. The numbers and braces are used only for the  
4496 purpose of these instructions.

4497 (2) Include and complete item {1} only if there is a  
4498 debtor that is not an addressee of the notification and list  
4499 the name or names.

4500 (3) Include and complete either item {2}, if the  
4501 notification relates to a public disposition of the  
4502 collateral, or item {3}, if the notification relates to a  
4503 private disposition of the collateral. If item {2} is  
4504 included, include the words "to the highest qualified bidder"  
4505 only if applicable.

4506 (4) Include and complete items {4} and {6}.

4507 (5) Include and complete item {5} only if the sender  
4508 will charge the recipient for an accounting."



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4509 "§7-9A-614. Contents and form of notification before  
4510 disposition of collateral: consumer-goods transaction.

4511 (a) Content and form of notification. In a  
4512 consumer-goods transaction, the following rules apply:

4513 (1) A notification of disposition must provide the  
4514 following information:

4515 (A) the information specified in Section  
4516 7-9A-613 (a) (1);

4517 (B) a description of any liability for a deficiency of  
4518 the person to which the notification is sent;

4519 (C) a telephone number from which the amount that must  
4520 be paid to the secured party to redeem the collateral under  
4521 Section 7-9A-623 is available; and

4522 (D) a telephone number or mailing address from which  
4523 additional information concerning the disposition and the  
4524 obligation secured is available.

4525 (2) A particular phrasing of the notification is not  
4526 required.

4527 (3) The following form of notification, when completed  
4528 in accordance with instructions in subsection (b), provides  
4529 sufficient information:

4530 ~~Name and address of secured party~~

4531 ~~Date~~

4532 ~~NOTICE OF OUR PLAN TO SELL PROPERTY~~

4533 ~~Name and address of any obligor who is also a debtor~~

4534 ~~Subject: \_\_\_\_\_ (Identification of Transaction)~~

4535 ~~We have your \_\_\_\_\_ (describe collateral), because~~  
4536 ~~you broke promises in our agreement.~~



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4537 ~~For a public disposition:~~  
4538 ~~We will sell \_\_\_\_\_ (describe collateral) at~~  
4539 ~~public sale. A sale could include a lease or license. The sale~~  
4540 ~~will be held as follows:~~  
4541 ~~Date:~~  
4542 ~~Time:~~  
4543 ~~Place:~~  
4544 ~~You may attend the sale and bring bidders if you want.~~  
4545 ~~For a private disposition:~~  
4546 ~~We will sell \_\_\_\_\_ (describe collateral) at private~~  
4547 ~~sale some time after \_\_\_\_\_ (date). A sale could include a~~  
4548 ~~lease or license.~~  
4549 ~~The money that we get from the sale (after paying our~~  
4550 ~~costs) will reduce the amount you owe. If we get less money~~  
4551 ~~than you owe, you \_\_\_\_\_ (will or will not, as~~  
4552 ~~applicable) still owe us the difference. If we get more money~~  
4553 ~~than you owe, you will get the extra money, unless we must pay~~  
4554 ~~it to someone else.~~  
4555 ~~You can get the property back at any time before we~~  
4556 ~~sell it by paying us the full amount you owe (not just the~~  
4557 ~~past due payments), including our expenses. To learn the exact~~  
4558 ~~amount you must pay, call us at \_\_\_\_\_ (telephone number).~~  
4559 ~~If you want us to explain to you in writing how we have~~  
4560 ~~figured the amount that you owe us, you may call us at~~  
4561 ~~\_\_\_\_\_ (telephone number) or write us at \_\_\_\_\_~~  
4562 ~~(secured party's address) and request a written explanation.~~  
4563 ~~We will charge you \$ \_\_\_\_\_ for the explanation if we sent you~~  
4564 ~~another written explanation of the amount you owe us within~~



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4565 ~~the last six months.~~

4566 ~~If you need more information about the sale call us at~~  
4567 ~~\_\_\_\_\_ (telephone number) or write us at \_\_\_\_\_~~  
4568 ~~(secured party's address).~~

4569 ~~We are sending this notice to the following other~~  
4570 ~~people who have an interest in \_\_\_\_\_ (describe collateral)~~  
4571 ~~or who owe money under your agreement:~~

4572 ~~\_\_\_\_\_ (Names of all other debtors and~~  
4573 ~~obligors, if any)~~

4574 ~~[End of Form]~~

4575 (Name and address of secured party)

4576 (Date)

4577 NOTICE OF OUR PLAN TO SELL PROPERTY

4578 (Name and address of any obligor who is also a debtor)

4579 Subject: (Identify transaction)

4580 We have your (describe collateral) because you broke  
4581 promises in our agreement.

4582 {1} We will sell (describe collateral) at public sale.

4583 A sale could include a lease or license. The sale will be held  
4584 as follows:

4585 (Date)

4586 (Time)

4587 (Place)

4588 You may attend the sale and bring bidders if you want.

4589 {2} We will sell (describe collateral) at private sale  
4590 sometime after (date). A sale could include a lease or  
4591 license.

4592 {3} The money that we get from the sale, after paying



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4593 our costs, will reduce the amount you owe. If we get less  
4594 money than you owe, you (will or will not, as applicable) owe  
4595 us the difference. If we get more money than you owe, you will  
4596 get the extra money, unless we must pay it to someone else.

4597 {4} You can get the property back at any time before we  
4598 sell it by paying us the full amount you owe, not just the  
4599 past due payments, including our expenses. To learn the exact  
4600 amount you must pay, call us at (telephone number).

4601 {5} If you want us to explain to you in (writing)  
4602 (writing or in (description of electronic record))  
4603 (description of electronic record) how we have figured the  
4604 amount that you owe us, {6} call us at (telephone number) (or)  
4605 (write us at (secured party's address)) (or contact us by  
4606 (description of electronic communication method)) {7} and  
4607 request (a written explanation) (a written explanation or an  
4608 explanation in (description of electronic record)) (an  
4609 explanation in (description of electronic record)).

4610 {8} We will charge you \$ (amount) for the explanation  
4611 if we sent you another written explanation of the amount you  
4612 owe us within the last six months.

4613 {9} If you need more information about the sale, (call  
4614 us at (telephone number) (or) (write us at (secured party's  
4615 address)) (or contact us by (description of electronic  
4616 communication method)).

4617 {10} We are sending this notice to the following other  
4618 people who have an interest in (describe collateral) or who  
4619 owe money under your agreement:

4620 (Names of all other debtors and obligors, if any)



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4621 [End of Form]

4622 (4) A notification in the form of paragraph (3) is  
4623 sufficient, even if additional information appears at the end  
4624 of the form.

4625 (5) A notification in the form of paragraph (3) is  
4626 sufficient, even if it includes errors in information not  
4627 required by paragraph (1), unless the error is misleading with  
4628 respect to rights arising under this article.

4629 (6) If a notification under this section is not in the  
4630 form of paragraph (3), law other than this article determines  
4631 the effect of including information not required by paragraph  
4632 (1).

4633 (b) Instructions for form of notification. The  
4634 following instructions apply to the form of notification in  
4635 subsection (a) (3):

4636 (1) The instructions in this subsection refer to the  
4637 numbers in braces before items in the form of notification in  
4638 subsection (a) (3). Do not include the numbers or braces in the  
4639 notification. The numbers and braces are used only for the  
4640 purpose of these instructions.

4641 (2) Include and complete either item {1}, if the  
4642 notification relates to a public disposition of the  
4643 collateral, or item {2}, if the notification relates to a  
4644 private disposition of the collateral.

4645 (3) Include and complete items {3}, {4}, {5}, {6}, and  
4646 {7}.

4647 (4) In item {5}, include and complete any one of the  
4648 three alternative methods for the explanation: writing,



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4649 writing or electronic record, or electronic record.

4650 (5) In item {6}, include the telephone number. In  
4651 addition, the sender may include and complete either or both  
4652 of the two additional alternative methods of communication,  
4653 writing or electronic communication, for the recipient of the  
4654 notification to communicate with the sender. Neither of the  
4655 two additional methods of communication are required to be  
4656 included.

4657 (6) In item {7}, include and complete the method or  
4658 methods for the explanation, writing, writing or electronic  
4659 record, or electronic record, which are included in item {5}.

4660 (7) Include and complete item {8} only if a written  
4661 explanation is included in item {5} as a method for  
4662 communicating the explanation and the sender will charge the  
4663 recipient for another written explanation.

4664 (8) In item {9}, include either the telephone number or  
4665 the address or both the telephone number and the address. In  
4666 addition, the sender may include and complete the additional  
4667 method of communication--electronic communication--for the  
4668 recipient of the notification to communicate with the sender.  
4669 The additional method of electronic communication is not  
4670 required to be included.

4671 (9) If item {10} does not apply, insert "None" after  
4672 "agreement:". "

4673 "§7-9A-615. Application of proceeds of disposition;  
4674 liability for deficiency and right to surplus.

4675 (a) Application of proceeds. A secured party shall  
4676 apply or pay over for application the cash proceeds of





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4677 disposition under Section 7-9A-610 in the following order to:

4678 (1) the reasonable expenses of retaking, holding,  
4679 preparing for disposition, processing, and disposing, and, to  
4680 the extent provided for by agreement and not prohibited by  
4681 law, reasonable attorney's fees and legal expenses incurred by  
4682 the secured party;

4683 (2) the satisfaction of obligations secured by the  
4684 security interest or agricultural lien under which the  
4685 disposition is made;

4686 (3) the satisfaction of obligations secured by any  
4687 subordinate security interest in or other subordinate lien on  
4688 the collateral if:

4689 (A) the secured party receives from the holder of the  
4690 subordinate security interest or other lien ~~an authenticated~~ a  
4691 signed demand for proceeds before distribution of the proceeds  
4692 is completed; and

4693 (B) in a case in which a consignor has an interest in  
4694 the collateral, the subordinate security interest or other  
4695 lien is senior to the interest of the consignor; and

4696 (4) a secured party that is a consignor of the  
4697 collateral if the secured party receives from the consignor ~~an~~  
4698 ~~authenticated~~ a signed demand for proceeds before distribution  
4699 of the proceeds is completed.

4700 (b) Proof of subordinate interest. If requested by a  
4701 secured party, a holder of a subordinate security interest or  
4702 other lien shall furnish reasonable proof of the interest or  
4703 lien within a reasonable time. Unless the holder does so, the  
4704 secured party need not comply with the holder's demand under



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4705 subsection (a) (3).

4706 (c) Application of noncash proceeds. A secured party  
4707 need not apply or pay over for application noncash proceeds of  
4708 disposition under Section 7-9A-610 unless the failure to do so  
4709 would be commercially unreasonable. A secured party that  
4710 applies or pays over for application noncash proceeds shall do  
4711 so in a commercially reasonable manner.

4712 (d) Surplus or deficiency if obligation secured. If the  
4713 security interest under which a disposition is made secures  
4714 payment or performance of an obligation, after making the  
4715 payments and applications required by subsection (a) and  
4716 permitted by subsection (c):

4717 (1) unless subsection (a) (4) requires the secured party  
4718 to apply or pay over cash proceeds to a consignor, the secured  
4719 party shall account to and pay a debtor for any surplus; and

4720 (2) the obligor is liable for any deficiency.

4721 (e) No surplus or deficiency in sales of certain rights  
4722 to payment. If the underlying transaction is a sale of  
4723 accounts, chattel paper, payment intangibles, or promissory  
4724 notes:

4725 (1) the debtor is not entitled to any surplus; and

4726 (2) the obligor is not liable for any deficiency.

4727 (f) Calculation of surplus or deficiency in disposition  
4728 to person related to secured party. The surplus or deficiency  
4729 following a disposition is calculated based on the amount of  
4730 proceeds that would have been realized in a disposition  
4731 complying with this part to a transferee other than the  
4732 secured party, a person related to the secured party, or a



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4733 secondary obligor if:

4734 (1) the transferee in the disposition is the secured  
4735 party, a person related to the secured party, or a secondary  
4736 obligor; and

4737 (2) the amount of proceeds of the disposition is  
4738 significantly below the range of proceeds that a complying  
4739 disposition to a person other than the secured party, a person  
4740 related to the secured party, or a secondary obligor would  
4741 have brought.

4742 (g) Cash proceeds received by junior secured party. A  
4743 secured party that receives cash proceeds of a disposition in  
4744 good faith and without knowledge that the receipt violates the  
4745 rights of the holder of a security interest or other lien that  
4746 is not subordinate to the security interest or agricultural  
4747 lien under which the disposition is made:

4748 (1) takes the cash proceeds free of the security  
4749 interest or other lien;

4750 (2) is not obligated to apply the proceeds of the  
4751 disposition to the satisfaction of obligations secured by the  
4752 security interest or other lien; and

4753 (3) is not obligated to account to or pay the holder of  
4754 the security interest or other lien for any surplus."

4755 "§7-9A-616. Explanation of calculation of surplus or  
4756 deficiency.

4757 (a) Definitions. In this section:

4758 (1) "Explanation" means a ~~writing~~ record that:

4759 (A) states the amount of the surplus or deficiency;

4760 (B) provides an explanation in accordance with



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4761 subsection (c) of how the secured party calculated the surplus  
4762 or deficiency;

4763 (C) states, if applicable, that future debits, credits,  
4764 charges, including additional credit service charges or  
4765 interest, rebates, and expenses may affect the amount of the  
4766 surplus or deficiency; and

4767 (D) provides a telephone number or mailing address from  
4768 which additional information concerning the transaction is  
4769 available.

4770 (2) "Request" means a record:

4771 (A) ~~authenticated~~ signed by a debtor or consumer  
4772 obligor;

4773 (B) requesting that the recipient provide an  
4774 explanation; and

4775 (C) sent after disposition of the collateral under  
4776 Section 7-9A-610.

4777 (b) Explanation of calculation. In a consumer-goods  
4778 transaction in which the debtor is entitled to a surplus or a  
4779 consumer obligor is liable for a deficiency under Section  
4780 7-9A-615, the secured party shall:

4781 (1) send an explanation to the debtor or consumer  
4782 obligor, as applicable, after the disposition and:

4783 (A) before or when the secured party accounts to the  
4784 debtor and pays any surplus or first makes ~~written~~ demand in a  
4785 record on the consumer obligor after the disposition for  
4786 payment of the deficiency; and

4787 (B) within 14 days after receipt of a request; or

4788 (2) in the case of a consumer obligor who is liable for



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4789 a deficiency, within 14 days after receipt of a request, send  
4790 to the consumer obligor a record waiving the secured party's  
4791 right to a deficiency.

4792 (c) Required information. To comply with subsection  
4793 (a) (1) (B), ~~a writing~~ an explanation must provide the following  
4794 information in the following order:

4795 (1) the aggregate amount of obligations secured by the  
4796 security interest under which the disposition was made, and,  
4797 if the amount reflects a rebate of unearned interest or credit  
4798 service charge, an indication of that fact, calculated as of a  
4799 specified date:

4800 (A) if the secured party takes or receives possession  
4801 of the collateral after default, not more than 35 days before  
4802 the secured party takes or receives possession; or

4803 (B) if the secured party takes or receives possession  
4804 of the collateral before default or does not take possession  
4805 of the collateral, not more than 35 days before the  
4806 disposition;

4807 (2) the amount of proceeds of the disposition;

4808 (3) the aggregate amount of the obligations after  
4809 deducting the amount of proceeds;

4810 (4) the amount, in the aggregate or by type, and types  
4811 of expenses, including expenses of retaking, holding,  
4812 preparing for disposition, processing, and disposing of the  
4813 collateral, and attorney's fees secured by the collateral  
4814 which are known to the secured party and relate to the current  
4815 disposition;

4816 (5) the amount, in the aggregate or by type, and types



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4817 of credits, including rebates of interest or credit service  
4818 charges, to which the obligor is known to be entitled and  
4819 which are not reflected in the amount in paragraph (1); and

4820 (6) the amount of the surplus or deficiency.

4821 (d) Substantial compliance. A particular phrasing of  
4822 the explanation is not required. An explanation complying  
4823 substantially with the requirements of subsection (a) is  
4824 sufficient, even if it includes minor errors that are not  
4825 seriously misleading.

4826 (e) Charges for responses. A debtor or consumer obligor  
4827 is entitled without charge to one response to a request under  
4828 this section during any six-month period in which the secured  
4829 party did not send to the debtor or consumer obligor an  
4830 explanation pursuant to subsection (b)(1). The secured party  
4831 may require payment of a charge not exceeding ~~\$25~~twenty-five  
4832 dollars (\$25) for each additional response."

4833 "§7-9A-619. Transfer of record or legal title.

4834 (a) "Transfer statement." In this section, "transfer  
4835 statement" means a record ~~authenticated~~ signed by a secured  
4836 party stating:

4837 (1) that the debtor has defaulted in connection with an  
4838 obligation secured by specified collateral;

4839 (2) that the secured party has exercised its  
4840 post-default remedies with respect to the collateral;

4841 (3) that, by reason of the exercise, a transferee has  
4842 acquired the rights of the debtor in the collateral; and

4843 (4) the name and mailing address of the secured party,  
4844 debtor, and transferee.



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4845 (b) Effect of transfer statement. A transfer statement  
4846 entitles the transferee to the transfer of record of all  
4847 rights of the debtor in the collateral specified in the  
4848 statement in any official filing, recording, registration, or  
4849 certificate-of-title system covering the collateral. If a  
4850 transfer statement is presented with the applicable fee and  
4851 request form to the official or office responsible for  
4852 maintaining the system, the official or office shall:

- 4853 (1) accept the transfer statement;
- 4854 (2) promptly amend its records to reflect the transfer;
- 4855 and
- 4856 (3) if applicable, issue a new appropriate certificate  
4857 of title in the name of the transferee.

4858 (c) Transfer not a disposition; no relief of secured  
4859 party's duties. A transfer of the record or legal title to  
4860 collateral to a secured party under subsection (b) or  
4861 otherwise is not of itself a disposition of collateral under  
4862 this article and does not of itself relieve the secured party  
4863 of its duties under this article."

4864 "§7-9A-620. Acceptance of collateral in full or partial  
4865 satisfaction of obligation; compulsory disposition of  
4866 collateral.

4867 (a) Conditions to acceptance in satisfaction. Except as  
4868 otherwise provided in subsection (g), a secured party may  
4869 accept collateral in full or partial satisfaction of the  
4870 obligation it secures only if:

- 4871 (1) the debtor consents to the acceptance under  
4872 subsection (c);



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4873 (2) the secured party does not receive, within the time  
4874 set forth in subsection (d), a notification of objection to  
4875 the proposal ~~authenticated~~ signed by:

4876 (A) a person to which the secured party was required to  
4877 send a proposal under Section 7-9A-621; or

4878 (B) any other person, other than the debtor, holding an  
4879 interest in the collateral subordinate to the security  
4880 interest that is the subject of the proposal;

4881 (3) if the collateral is consumer goods, the collateral  
4882 is not in the possession of the debtor when the debtor  
4883 consents to the acceptance; and

4884 (4) subsection (e) does not require the secured party  
4885 to dispose of the collateral or the debtor waives the  
4886 requirement pursuant to Section 7-9A-624.

4887 (b) Purported acceptance ineffective. A purported or  
4888 apparent acceptance of collateral under this section is  
4889 ineffective unless:

4890 (1) the secured party consents to the acceptance in ~~an~~  
4891 ~~authenticated~~ a signed record or sends a proposal to the  
4892 debtor; and

4893 (2) the conditions of subsection (a) are met.

4894 (c) Debtor's consent. For purposes of this section:

4895 (1) a debtor consents to an acceptance of collateral in  
4896 partial satisfaction of the obligation it secures only if the  
4897 debtor agrees to the terms of the acceptance in a record  
4898 ~~authenticated~~ signed after default; and

4899 (2) a debtor consents to an acceptance of collateral in  
4900 full satisfaction of the obligation it secures only if the





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4901 debtor agrees to the terms of the acceptance in a record  
4902 ~~authenticated~~ signed after default or the secured party:

4903 (A) sends to the debtor after default a proposal that  
4904 is unconditional or subject only to a condition that  
4905 collateral not in the possession of the secured party be  
4906 preserved or maintained;

4907 (B) in the proposal, proposes to accept collateral in  
4908 full satisfaction of the obligation it secures; and

4909 (C) does not receive a notification of objection  
4910 ~~authenticated~~ signed by the debtor within 20 days after the  
4911 proposal is sent.

4912 (d) Effectiveness of notification. To be effective  
4913 under subsection (a) (2), a notification of objection must be  
4914 received by the secured party:

4915 (1) in the case of a person to which the proposal was  
4916 sent pursuant to Section 7-9A-621, within 20 days after  
4917 notification was sent to that person; and

4918 (2) in other cases:

4919 (A) within 20 days after the last notification was sent  
4920 pursuant to Section 7-9A-621; or

4921 (B) if a notification was not sent, before the debtor  
4922 consents to the acceptance under subsection (c).

4923 (e) Mandatory disposition of consumer goods. A secured  
4924 party that has taken possession of collateral shall dispose of  
4925 the collateral pursuant to Section 7-9A-610 within the time  
4926 specified in subsection (f) if:

4927 (1) 60 percent of the cash price has been paid in the  
4928 case of a purchase-money security interest in consumer goods;



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4929 or

4930 (2) 60 percent of the principal amount of the  
4931 obligation secured has been paid in the case of a  
4932 non-purchase-money security interest in consumer goods.

4933 (f) Compliance with mandatory disposition requirement.  
4934 To comply with subsection (e), the secured party shall dispose  
4935 of the collateral:

4936 (1) within 90 days after taking possession; or

4937 (2) within any longer period to which the debtor and  
4938 all secondary obligors have agreed in an agreement to that  
4939 effect entered into and ~~authenticated~~ signed after default.

4940 (g) No partial satisfaction in consumer transaction. In  
4941 a consumer transaction, a secured party may not accept  
4942 collateral in partial satisfaction of the obligation it  
4943 secures."

4944 "§7-9A-621. Notification of proposal to accept  
4945 collateral.

4946 (a) Persons to which proposal to be sent. A secured  
4947 party that desires to accept collateral in full or partial  
4948 satisfaction of the obligation it secures shall send its  
4949 proposal to:

4950 (1) any person from which the secured party has  
4951 received, before the debtor consented to the acceptance, ~~an~~  
4952 ~~authenticated~~ a signed notification of a claim of an interest  
4953 in the collateral;

4954 (2) any other secured party or lienholder that, 10 days  
4955 before the debtor consented to the acceptance, held a security  
4956 interest in or other lien on the collateral perfected by the



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4957 filing of a financing statement that:

4958 (A) identified the collateral;

4959 (B) was indexed under the debtor's name as of that  
4960 date; and

4961 (C) was filed in the office or offices in which to file  
4962 a financing statement against the debtor covering the  
4963 collateral as of that date; and

4964 (3) any other secured party that, 10 days before the  
4965 debtor consented to the acceptance, held a security interest  
4966 in the collateral perfected by compliance with a statute,  
4967 regulation, or treaty described in Section 7-9A-311(a).

4968 (b) Proposal to be sent to secondary obligor in partial  
4969 satisfaction. A secured party that desires to accept  
4970 collateral in partial satisfaction of the obligation it  
4971 secures shall send its proposal to any secondary obligor in  
4972 addition to the persons described in subsection (a)."

4973 "§7-9A-624. Waiver.

4974 (a) Waiver of disposition notification. A debtor or  
4975 secondary obligor may waive the right to notification of  
4976 disposition of collateral under Section 7-9A-611 only by an  
4977 agreement to that effect entered into and ~~authenticated~~ signed  
4978 after default.

4979 (b) Waiver of mandatory disposition. A debtor may waive  
4980 the right to require disposition of collateral under Section  
4981 7-9A-620(e) only by an agreement to that effect entered into  
4982 and ~~authenticated~~ signed after default.

4983 (c) Waiver of redemption right. Except in a  
4984 consumer-goods transaction, a debtor or secondary obligor may



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4985 waive the right to redeem collateral under Section 7-9A-623  
4986 only by an agreement to that effect entered into and  
4987 ~~authenticated~~signed after default."

4988           "§7-9A-628. Nonliability and limitation on liability of  
4989 secured party; liability of secondary obligor.

4990           (a) Limitation of liability of secured party for  
4991 noncompliance with article. ~~Unless~~Subject to subsection (f),  
4992 unless a secured party knows that a person is a debtor or  
4993 obligor, knows the identity of the person, and knows how to  
4994 communicate with the person:

4995           (1) the secured party is not liable to the person, or  
4996 to a secured party or lienholder that has filed a financing  
4997 statement against the person, for failure to comply with this  
4998 article; and

4999           (2) the secured party's failure to comply with this  
5000 article does not affect the liability of the person for a  
5001 deficiency.

5002           (b) Limitation of liability based on status as secured  
5003 party. Subject to subsection (f), a ~~A~~-secured party is not  
5004 liable because of its status as secured party:

5005           (1) to a person that is a debtor or obligor, unless the  
5006 secured party knows:

5007           (A) that the person is a debtor or obligor;

5008           (B) the identity of the person; and

5009           (C) how to communicate with the person; or

5010           (2) to a secured party or lienholder that has filed a  
5011 financing statement against a person, unless the secured party  
5012 knows:



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5013 (A) that the person is a debtor; and

5014 (B) the identity of the person.

5015 (c) Limitation of liability if reasonable belief that  
5016 transaction not a consumer-goods transaction or consumer  
5017 transaction. A secured party is not liable to any person, and  
5018 a person's liability for a deficiency is not affected, because  
5019 of any act or omission arising out of the secured party's  
5020 reasonable belief that a transaction is not a consumer-goods  
5021 transaction or a consumer transaction or that goods are not  
5022 consumer goods, if the secured party's belief is based on its  
5023 reasonable reliance on:

5024 (1) a debtor's representation concerning the purpose  
5025 for which collateral was to be used, acquired, or held; or

5026 (2) an obligor's representation concerning the purpose  
5027 for which a secured obligation was incurred.

5028 (d) Limitation of liability for statutory damages. A  
5029 secured party is not liable to any person under Section  
5030 7-9A-625(c)(2) for its failure to comply with Section  
5031 7-9A-616.

5032 (e) Limitation of multiple liability for statutory  
5033 damages. A secured party is not liable under Section  
5034 7-9A-625(c)(2) more than once with respect to any one secured  
5035 obligation.

5036 (f) Exception: Limitation of liability under  
5037 subsections (a) and (b) does not apply. Subsections (a) and  
5038 (b) do not apply to limit the liability of a secured party to  
5039 a person if, at the time the secured party obtains control of  
5040 collateral that is a controllable account, controllable



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5041 electronic record, or controllable payment intangible or at  
5042 the time the security interest attaches to the collateral,  
5043 whichever is later:

5044 (1) the person is a debtor or obligor; and  
5045 (2) the secured party knows that the information in  
5046 subsection (b) (1) (A), (B), or (C) relating to the person is  
5047 not provided by the collateral, a record attached to or  
5048 logically associated with the collateral, or the system in  
5049 which the collateral is recorded.

5050 Section 2. Sections 7-9A-107A, 7-9A-107B, 7-9A-306A,  
5051 7-9A-306B, 7-9A-314A, and 7-9A-326A are added to the Code of  
5052 Alabama 1975, to read as follows:

5053 §7-9A-107A. Control of controllable electronic record,  
5054 controllable account, or controllable payment intangible.

5055 (a) Control under Section 7-12-105. A secured party has  
5056 control of a controllable electronic record as provided in  
5057 Section 7-12-105.

5058 (b) Control of controllable account and controllable  
5059 payment intangible. A secured party has control of a  
5060 controllable account or controllable payment intangible if the  
5061 secured party has control of the controllable electronic  
5062 record that evidences the controllable account or controllable  
5063 payment intangible.

5064 §7-9A-107B. No requirement to acknowledge or confirm;  
5065 no duties.

5066 (a) No requirement to acknowledge. A person that has  
5067 control under Section 7-9A-104, or 7-9A-105, is not required  
5068 to acknowledge that it has control on behalf of another



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5069 person.

5070 (b) No duties or confirmation. If a person acknowledges  
5071 that it has or will obtain control on behalf of another  
5072 person, unless the person otherwise agrees or law other than  
5073 this article otherwise provides, the person does not owe any  
5074 duty to the other person and is not required to confirm the  
5075 acknowledgment to any other person.

5076 §7-9A-306A. Law governing perfection and priority of  
5077 security interests in chattel paper.

5078 (a) Chattel paper evidenced by authoritative electronic  
5079 copy. Except as provided in subsection (d), if chattel paper  
5080 is evidenced only by an authoritative electronic copy of the  
5081 chattel paper or is evidenced by an authoritative electronic  
5082 copy and an authoritative tangible copy, the local law of the  
5083 chattel paper's jurisdiction governs perfection, the effect of  
5084 perfection or nonperfection, and the priority of a security  
5085 interest in the chattel paper, even if the transaction does  
5086 not bear any relation to the chattel paper's jurisdiction.

5087 (b) Chattel paper's jurisdiction. The following rules  
5088 determine the chattel paper's jurisdiction under this section:

5089 (1) If the authoritative electronic copy of the record  
5090 evidencing chattel paper, or a record attached to or logically  
5091 associated with the electronic copy and readily available for  
5092 review, expressly provides that a particular jurisdiction is  
5093 the chattel paper's jurisdiction for purposes of this part,  
5094 this article, or the Uniform Commercial Code, that  
5095 jurisdiction is the chattel paper's jurisdiction.

5096 (2) If paragraph (1) does not apply and the rules of



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5097 the system in which the authoritative electronic copy is  
5098 recorded are readily available for review and expressly  
5099 provide that a particular jurisdiction is the chattel paper's  
5100 jurisdiction for purposes of this part, this article, or the  
5101 Uniform Commercial Code, that jurisdiction is the chattel  
5102 paper's jurisdiction.

5103 (3) If paragraphs (1) and (2) do not apply and the  
5104 authoritative electronic copy, or a record attached to or  
5105 logically associated with the electronic copy and readily  
5106 available for review, expressly provides that the chattel  
5107 paper is governed by the law of a particular jurisdiction,  
5108 that jurisdiction is the chattel paper's jurisdiction.

5109 (4) If paragraphs (1), (2), and (3) do not apply and  
5110 the rules of the system in which the authoritative electronic  
5111 copy is recorded are readily available for review and  
5112 expressly provide that the chattel paper or the system is  
5113 governed by the law of a particular jurisdiction, that  
5114 jurisdiction is the chattel paper's jurisdiction.

5115 (5) If paragraphs (1) through (4) do not apply, the  
5116 chattel paper's jurisdiction is the jurisdiction in which the  
5117 debtor is located.

5118 (c) Chattel paper evidenced by authoritative tangible  
5119 copy. If an authoritative tangible copy of a record evidences  
5120 chattel paper and the chattel paper is not evidenced by an  
5121 authoritative electronic copy, while the authoritative  
5122 tangible copy of the record evidencing chattel paper is  
5123 located in a jurisdiction, the local law of that jurisdiction  
5124 governs:





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5125 (1) perfection of a security interest in the chattel  
5126 paper by possession under Section 7-9A-314A; and

5127 (2) the effect of perfection or nonperfection and the  
5128 priority of a security interest in the chattel paper.

5129 (d) When perfection governed by law of jurisdiction  
5130 where debtor located. The local law of the jurisdiction in  
5131 which the debtor is located governs perfection of a security  
5132 interest in chattel paper by filing."

5133 §7-9A-306B. Law governing perfection and priority of  
5134 security interests in controllable accounts, controllable  
5135 electronic records, and controllable payment intangibles.

5136 (a) Governing law: general rules. Except as provided in  
5137 subsection (b), the local law of the controllable electronic  
5138 record's jurisdiction specified in Section 7-12-107(c) and (d)  
5139 governs perfection, the effect of perfection or nonperfection,  
5140 and the priority of a security interest in a controllable  
5141 electronic record and a security interest in a controllable  
5142 account or controllable payment intangible evidenced by the  
5143 controllable electronic record.

5144 (b) When perfection governed by law of jurisdiction  
5145 where the debtor is located. The local law of the jurisdiction  
5146 in which the debtor is located governs:

5147 (1) perfection of a security interest in a controllable  
5148 account, controllable electronic record, or controllable  
5149 payment intangible by filing; and

5150 (2) automatic perfection of a security interest in a  
5151 controllable payment intangible created by a sale of the  
5152 controllable payment intangible.



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5153           §7-9A-314A. Perfection by possession and control of  
5154 chattel paper.

5155           (a) Perfection by possession and control. A secured  
5156 party may perfect a security interest in chattel paper by  
5157 taking possession of each authoritative tangible copy of the  
5158 record evidencing the chattel paper and obtaining control of  
5159 each authoritative electronic copy of the electronic record  
5160 evidencing the chattel paper.

5161           (b) Time of perfection; continuation of perfection. A  
5162 security interest is perfected under subsection (a) not  
5163 earlier than the time the secured party takes possession and  
5164 obtains control and remains perfected under subsection (a)  
5165 only while the secured party retains possession and control.

5166           (c) Application of Section 7-9A-313 to perfection by  
5167 possession of chattel paper. Subsections (c) and (f) through  
5168 (i) of Section 7-9A-313 apply to perfection by possession of  
5169 an authoritative tangible copy of a record evidencing chattel  
5170 paper.

5171           §7-9A-326A. Priority of security interest in  
5172 controllable account, controllable electronic record, and  
5173 controllable payment intangible.

5174           A security interest in a controllable account,  
5175 controllable electronic record, or controllable payment  
5176 intangible held by a secured party having control of the  
5177 account, electronic record, or payment intangible has priority  
5178 over a conflicting security interest held by a secured party  
5179 that does not have control.

5180           Section 3. Article 12 is added to Title 7 of the Code



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5181 of Alabama 1975, to read as follows:

5182 ARTICLE 12

5183 CONTROLLABLE ELECTRONIC RECORDS

5184 §7-12-101. Short title.

5185 This article may be cited as Uniform Commercial  
5186 Code—Controllable Electronic Records.

5187 §7-12-102. Definitions.

5188 (a) Article 12 definitions. In this article:

5189 (1) "Controllable electronic record" means a record  
5190 stored in an electronic medium that can be subjected to  
5191 control under Section 7-12-105. The term does not include a  
5192 controllable account, a controllable payment intangible, a  
5193 deposit account, an electronic copy of a record evidencing  
5194 chattel paper, an electronic document of title, investment  
5195 property, a transferable record, or an electronic record that  
5196 is currently authorized or adopted by a domestic or foreign  
5197 government and is not a medium of exchange that was recorded  
5198 and transferable in a system that existed and operated for the  
5199 medium of exchange before the medium of exchange was  
5200 authorized or adopted by a government.

5201 (2) "Qualifying purchaser" means a purchaser of a  
5202 controllable electronic record or an interest in a  
5203 controllable electronic record that obtains control of the  
5204 controllable electronic record for value, in good faith, and  
5205 without notice of a claim of a property right in the  
5206 controllable electronic record.

5207 (3) "Transferable record" has the meaning provided for  
5208 that term in:



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5209 (A) Section 201(a)(1) of the Electronic Signatures in  
5210 Global and National Commerce Act, 15 U.S.C. § 7021(a)(1), as  
5211 amended; or

5212 (B) Section 8-1A-16(a).

5213 (4) "Value" has the meaning provided in Section  
5214 7-3-303(a), as if references in that subsection to an  
5215 "instrument" were references to a controllable account,  
5216 controllable electronic record, or controllable payment  
5217 intangible.

5218 (b) Definitions in Article 9A. The definitions in  
5219 Article 9A of "account debtor," "controllable account,"  
5220 "controllable payment intangible," "chattel paper," "deposit  
5221 account," and "investment property" apply to this article.

5222 (c) Article 1 definitions and principles. Article 1  
5223 contains general definitions and principles of construction  
5224 and interpretation applicable throughout this article.

5225 §7-12-103. Relation to Article 9A and consumer laws.

5226 (a) Article 9A governs in case of conflict. If there is  
5227 conflict between this article and Article 9A, Article 9A  
5228 governs.

5229 (b) Applicable consumer law and other laws. A  
5230 transaction subject to this article is subject to any  
5231 applicable rule of law that establishes a different rule for  
5232 consumers and to (i) any other statute or regulation that  
5233 regulates the rates, charges, agreements, and practices for  
5234 loans, credit sales, or other extensions of credit and (ii)  
5235 any consumer-protection statute or regulation.

5236 §7-12-104. Rights in controllable account, controllable



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5237 electronic record, and controllable payment intangible.

5238 (a) Applicability of section to controllable account  
5239 and controllable payment intangible. This section applies to  
5240 the acquisition and purchase of rights in a controllable  
5241 account or controllable payment intangible, including the  
5242 rights and benefits under subsections (c), (d), (e), (g), and  
5243 (h) of a purchaser and qualifying purchaser, in the same  
5244 manner this section applies to a controllable electronic  
5245 record.

5246 (b) Control of controllable account and controllable  
5247 payment intangible. To determine whether a purchaser of a  
5248 controllable account or a controllable payment intangible is a  
5249 qualifying purchaser, the purchaser obtains control of the  
5250 account or payment intangible if it obtains control of the  
5251 controllable electronic record that evidences the account or  
5252 payment intangible.

5253 (c) Applicability of other law to acquisition of  
5254 rights. Except as provided in this section, law other than  
5255 this article determines whether a person acquires a right in a  
5256 controllable electronic record and the right the person  
5257 acquires.

5258 (d) Shelter principle and purchase of limited interest.  
5259 A purchaser of a controllable electronic record acquires all  
5260 rights in the controllable electronic record that the  
5261 transferor had or had power to transfer, except that a  
5262 purchaser of a limited interest in a controllable electronic  
5263 record acquires rights only to the extent of the interest  
5264 purchased.



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5265 (e) Rights of qualifying purchaser. A qualifying  
5266 purchaser acquires its rights in the controllable electronic  
5267 record free of a claim of a property right in the controllable  
5268 electronic record.

5269 (f) Limitation of rights of qualifying purchaser in  
5270 other property. Except as provided in subsections (a) and (e)  
5271 for a controllable account and a controllable payment  
5272 intangible or law other than this article, a qualifying  
5273 purchaser takes a right to payment, right to performance, or  
5274 other interest in property evidenced by the controllable  
5275 electronic record subject to a claim of a property right in  
5276 the right to payment, right to performance, or other interest  
5277 in property.

5278 (g) No-action protection for qualifying purchaser. An  
5279 action may not be asserted against a qualifying purchaser  
5280 based on both a purchase by the qualifying purchaser of a  
5281 controllable electronic record and a claim of a property right  
5282 in another controllable electronic record, whether the action  
5283 is framed in conversion, replevin, constructive trust,  
5284 equitable lien, or other theory.

5285 (h) Filing not notice. Filing of a financing statement  
5286 under Article 9A is not notice of a claim of a property right  
5287 in a controllable electronic record.

5288 §7-12-105. Control of controllable electronic record.

5289 (a) General rule: control of controllable electronic  
5290 record. A person has control of a controllable electronic  
5291 record if the electronic record, a record attached to or  
5292 logically associated with the electronic record, or a system



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5293 in which the electronic record is recorded:

5294 (1) gives the person:

5295 (A) power to avail itself of substantially all the  
5296 benefits from the electronic record; and

5297 (B) exclusive power, subject to subsection (b), to:

5298 (i) prevent others from availing themselves of  
5299 substantially all the benefits from the electronic record; and

5300 (ii) transfer control of the electronic record to  
5301 another person or cause another person to obtain control of  
5302 another controllable electronic record as a result of the  
5303 transfer of the electronic record; and

5304 (2) enables the person readily to identify itself in  
5305 any way, including by name, identifying number, cryptographic  
5306 key, office, or account number, as having the powers specified  
5307 in paragraph (1).

5308 (b) Meaning of exclusive. Subject to subsection (c), a  
5309 power is exclusive under subsection (a)(1)(B)(i) and (ii) even  
5310 if:

5311 (1) the controllable electronic record, a record  
5312 attached to or logically associated with the electronic  
5313 record, or a system in which the electronic record is recorded  
5314 limits the use of the electronic record or has a protocol  
5315 programmed to cause a change, including a transfer or loss of  
5316 control or a modification of benefits afforded by the  
5317 electronic record; or

5318 (2) the power is shared with another person.

5319 (c) When power not shared with another person. A power  
5320 of a person is not shared with another person under subsection



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5321 (b) (2) and the person's power is not exclusive if:

5322 (1) the person can exercise the power only if the power  
5323 also is exercised by the other person; and

5324 (2) the other person:

5325 (A) can exercise the power without exercise of the  
5326 power by the person; or

5327 (B) is the transferor to the person of an interest in  
5328 the controllable electronic record or a controllable account  
5329 or controllable payment intangible evidenced by the  
5330 controllable electronic record.

5331 (d) Presumption of exclusivity of certain powers. If a  
5332 person has the powers specified in subsection (a) (1) (B) (i) and  
5333 (ii), the powers are presumed to be exclusive.

5334 (e) Control through another person. A person has  
5335 control of a controllable electronic record if another person,  
5336 other than the transferor to the person of an interest in the  
5337 controllable electronic record or a controllable account or  
5338 controllable payment intangible evidenced by the controllable  
5339 electronic record:

5340 (1) has control of the electronic record and  
5341 acknowledges that it has control on behalf of the person; or

5342 (2) obtains control of the electronic record after  
5343 having acknowledged that it will obtain control of the  
5344 electronic record on behalf of the person.

5345 (f) No requirement to acknowledge. A person that has  
5346 control under this section is not required to acknowledge that  
5347 it has control on behalf of another person.

5348 (g) No duties or confirmation. If a person acknowledges





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5349 that it has or will obtain control on behalf of another  
5350 person, unless the person otherwise agrees or law other than  
5351 this article or Article 9A otherwise provides, the person does  
5352 not owe any duty to the other person and is not required to  
5353 confirm the acknowledgment to any other person.

5354 §7-12-106. Discharge of account debtor on controllable  
5355 account or controllable payment intangible.

5356 (a) Discharge of account debtor. An account debtor on a  
5357 controllable account or controllable payment intangible may  
5358 discharge its obligation by paying:

5359 (1) the person having control of the controllable  
5360 electronic record that evidences the controllable account or  
5361 controllable payment intangible; or

5362 (2) except as provided in subsection (b), a person that  
5363 formerly had control of the controllable electronic record.

5364 (b) Content and effect of notification. Subject to  
5365 subsection (d), the account debtor may not discharge its  
5366 obligation by paying a person that formerly had control of the  
5367 controllable electronic record if the account debtor receives  
5368 a notification that:

5369 (1) is signed by a person that formerly had control or  
5370 the person to which control was transferred;

5371 (2) reasonably identifies the controllable account or  
5372 controllable payment intangible;

5373 (3) notifies the account debtor that control of the  
5374 controllable electronic record that evidences the controllable  
5375 account or controllable payment intangible was transferred;

5376 (4) identifies the transferee, in any reasonable way,



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5377 including by name, identifying number, cryptographic key,  
5378 office, or account number; and

5379 (5) provides a commercially reasonable method by which  
5380 the account debtor is to pay the transferee.

5381 (c) Discharge following effective notification. After  
5382 receipt of a notification that complies with subsection (b),  
5383 the account debtor may discharge its obligation by paying in  
5384 accordance with the notification and may not discharge the  
5385 obligation by paying a person that formerly had control.

5386 (d) When notification ineffective. Subject to  
5387 subsection (h), notification is ineffective under subsection  
5388 (b):

5389 (1) unless, before the notification is sent, the  
5390 account debtor and the person that, at that time, had control  
5391 of the controllable electronic record that evidences the  
5392 controllable account or controllable payment intangible agree  
5393 in a signed record to a commercially reasonable method by  
5394 which a person may furnish reasonable proof that control has  
5395 been transferred;

5396 (2) to the extent an agreement between the account  
5397 debtor and seller of a payment intangible limits the account  
5398 debtor's duty to pay a person other than the seller and the  
5399 limitation is effective under law other than this article; or

5400 (3) at the option of the account debtor, if the  
5401 notification notifies the account debtor to:

5402 (A) divide a payment;

5403 (B) make less than the full amount of an installment or  
5404 other periodic payment; or



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5405 (C) pay any part of a payment by more than one method  
5406 or to more than one person.

5407 (e) Proof of transfer of control. Subject to subsection  
5408 (h), if requested by the account debtor, the person giving the  
5409 notification under subsection (b) seasonably shall furnish  
5410 reasonable proof, using the method in the agreement referred  
5411 to in subsection (d)(1), that control of the controllable  
5412 electronic record has been transferred. Unless the person  
5413 complies with the request, the account debtor may discharge  
5414 its obligation by paying a person that formerly had control,  
5415 even if the account debtor has received a notification under  
5416 subsection (b).

5417 (f) What constitutes reasonable proof. A person  
5418 furnishes reasonable proof under subsection (e) that control  
5419 has been transferred if the person demonstrates, using the  
5420 method in the agreement referred to in subsection (d)(1), that  
5421 the transferee has the power to:

5422 (1) avail itself of substantially all the benefits from  
5423 the controllable electronic record;

5424 (2) prevent others from availing themselves of  
5425 substantially all the benefits from the controllable  
5426 electronic record; and

5427 (3) transfer the powers specified in paragraphs (1) and  
5428 (2) to another person.

5429 (g) Rights not waivable. Subject to subsection (h), an  
5430 account debtor may not waive or vary its rights under  
5431 subsections (d)(1) and (e) or its option under subsection  
5432 (d)(3).



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5433 (h) Rule for individual under other law. This section  
5434 is subject to law other than this article which establishes a  
5435 different rule for an account debtor who is an individual and  
5436 who incurred the obligation primarily for personal, family, or  
5437 household purposes.

5438 §7-12-107. Governing law.

5439 (a) Governing law: general rule. Except as provided in  
5440 subsection (b), the local law of a controllable electronic  
5441 record's jurisdiction governs a matter covered by this  
5442 article.

5443 (b) Governing law: Section 7-12-106. For a controllable  
5444 electronic record that evidences a controllable account or  
5445 controllable payment intangible, the local law of the  
5446 controllable electronic record's jurisdiction governs a matter  
5447 covered by Section 7-12-106 unless an effective agreement  
5448 determines that the local law of another jurisdiction governs.

5449 (c) Controllable electronic record's jurisdiction. The  
5450 following rules determine a controllable electronic record's  
5451 jurisdiction under this section:

5452 (1) If the controllable electronic record, or a record  
5453 attached to or logically associated with the controllable  
5454 electronic record and readily available for review, expressly  
5455 provides that a particular jurisdiction is the controllable  
5456 electronic record's jurisdiction for purposes of this article  
5457 or the Uniform Commercial Code, that jurisdiction is the  
5458 controllable electronic record's jurisdiction.

5459 (2) If paragraph (1) does not apply and the rules of  
5460 the system in which the controllable electronic record is



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5461 recorded are readily available for review and expressly  
5462 provide that a particular jurisdiction is the controllable  
5463 electronic record's jurisdiction for purposes of this article  
5464 or the Uniform Commercial Code, that jurisdiction is the  
5465 controllable electronic record's jurisdiction.

5466 (3) If paragraphs (1) and (2) do not apply and the  
5467 controllable electronic record, or a record attached to or  
5468 logically associated with the controllable electronic record  
5469 and readily available for review, expressly provides that the  
5470 controllable electronic record is governed by the law of a  
5471 particular jurisdiction, that jurisdiction is the controllable  
5472 electronic record's jurisdiction.

5473 (4) If paragraphs (1), (2), and (3) do not apply and  
5474 the rules of the system in which the controllable electronic  
5475 record is recorded are readily available for review and  
5476 expressly provide that the controllable electronic record or  
5477 the system is governed by the law of a particular  
5478 jurisdiction, that jurisdiction is the controllable electronic  
5479 record's jurisdiction.

5480 (5) If paragraphs (1) through (4) do not apply, the  
5481 controllable electronic record's jurisdiction is the District  
5482 of Columbia.

5483 (d) Applicability of Article 12. If subsection (c) (5)  
5484 applies and Article 12 is not in effect in the District of  
5485 Columbia without material modification, the governing law for  
5486 a matter covered by this article is the law of the District of  
5487 Columbia as though Article 12 were in effect in the District  
5488 of Columbia without material modification. In this subsection,



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5489 "Article 12" means Article 12 of Uniform Commercial Code  
5490 Amendments (2022).

5491 (e) Relation of matter or transaction to controllable  
5492 electronic record's jurisdiction not necessary. To the extent  
5493 subsections (a) and (b) provide that the local law of the  
5494 controllable electronic record's jurisdiction governs a matter  
5495 covered by this article, that law governs even if the matter  
5496 or a transaction to which the matter relates does not bear any  
5497 relation to the controllable electronic record's jurisdiction.

5498 (f) Rights of purchasers determined at time of  
5499 purchase. The rights acquired under Section 7-12-104 by a  
5500 purchaser or qualifying purchaser are governed by the law  
5501 applicable under this section at the time of purchase.

5502 Section 4. Article 12A is added to Title 7, Code of  
5503 Alabama 1975, to read as follows:

5504 Article 12A. Transitional Provisions for Uniform  
5505 Commercial Code Amendments (2022).

5506 Part 1. General Provisions and Definitions.

5507 Section 7-12A-101. Short Title.

5508 This article may be cited as Transitional Provisions  
5509 for Uniform Commercial Code Amendments (2022).

5510 Section 7-12A-102. Definitions.

5511 (a) Article 12A Definitions. In this article:

5512 (1) "Adjustment date" means July 1, 2025, or the date  
5513 that is one year after the effective date of this act,  
5514 whichever is later.

5515 (2) "Article 12" means Article 12 of the Uniform  
5516 Commercial Code.



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5517 (3) "Article 12 property" means a controllable account,  
5518 controllable electronic record, or controllable payment  
5519 intangible.

5520 (4) "Article 9A" means Article 9A of the Uniform  
5521 Commercial Code.

5522 (b) Definitions in other articles. The following  
5523 definitions in other articles of the Uniform Commercial Code  
5524 apply to this article:

5525 "Controllable account." Section 7-9A-102.

5526 "Controllable electronic record." Section 7-12-102.

5527 "Controllable payment intangible." Section 7-9A-102.

5528 "Financing statement." Section 7-9A-102.

5529 (c) Article 1 definitions and principles. Article 1 of  
5530 the Uniform Commercial Code contains general definitions and  
5531 principles of construction and interpretation applicable  
5532 throughout this article.

5533 Part 2. General Transitional Provision.

5534 Section 7-12A-201. Saving Clause.

5535 Except as provided in Part 3, a transaction validly  
5536 entered into before the effective date of this act and the  
5537 rights, duties, and interests flowing from the transaction  
5538 remain valid thereafter and may be terminated, completed,  
5539 consummated, or enforced as required or permitted by law other  
5540 than the Uniform Commercial Code or, if applicable, the  
5541 Uniform Commercial Code, as though this act had not taken  
5542 effect.

5543 Part 3. Transitional Provisions for Articles 9A and 12.

5544 Section 7-12A-301. Saving Clause.



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5545 (a) Pre-effective date transaction, lien, or interest.  
5546 Except as provided in this part, Article 9A as amended by this  
5547 act and Article 12 apply to a transaction, lien, or other  
5548 interest in property, even if the transaction, lien, or  
5549 interest was entered into, created, or acquired before the  
5550 effective date of this act.

5551 (b) Continuing validity. Except as provided in  
5552 subsection (c) and Sections 7-12A-302 through 7-12A-306:

5553 (1) a transaction, lien, or interest in property that  
5554 was validly entered into, created, or transferred before the  
5555 effective date of this act and was not governed by the Uniform  
5556 Commercial Code, but would be subject to Article 9A as amended  
5557 by this act or Article 12 if it had been entered into,  
5558 created, or transferred on or after the effective date of this  
5559 act, including the rights, duties, and interests flowing from  
5560 the transaction, lien, or interest, remains valid on and after  
5561 the effective date of this act; and

5562 (2) the transaction, lien, or interest may be  
5563 terminated, completed, consummated, and enforced as required  
5564 or permitted by this act or by the law that would apply if  
5565 this act had not taken effect.

5566 (c) Pre-effective date proceeding. This act does not  
5567 affect an action, case, or proceeding commenced before the  
5568 effective date of this act.

5569 Section 7-12A-302. Security Interest Perfected Before  
5570 Effective Date.

5571 (a) Continuing perfection: perfection requirements  
5572 satisfied. A security interest that is enforceable and





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5573 perfected immediately before the effective date of this act is  
5574 a perfected security interest under this act if, on the  
5575 effective date of this act, the requirements for  
5576 enforceability and perfection under this act are satisfied  
5577 without further action.

5578 (b) Continuing perfection: enforceability or perfection  
5579 requirements not satisfied. If a security interest is  
5580 enforceable and perfected immediately before the effective  
5581 date of this act, but the requirements for enforceability or  
5582 perfection under this act are not satisfied on the effective  
5583 date of this act, the security interest:

5584 (1) is a perfected security interest until the earlier  
5585 of the time perfection would have ceased under the law in  
5586 effect immediately before the effective date of this act or  
5587 the adjustment date;

5588 (2) remains enforceable thereafter only if the security  
5589 interest satisfies the requirements for enforceability under  
5590 Section 7-9A-203, as amended by this act, before the  
5591 adjustment date; and

5592 (3) remains perfected thereafter only if the  
5593 requirements for perfection under this act are satisfied  
5594 before the time specified in paragraph (1).

5595 Section 7-12A-303. Security Interest Unperfected Before  
5596 Effective Date.

5597 A security interest that is enforceable immediately  
5598 before the effective date of this act but is unperfected at  
5599 that time:

5600 (1) remains an enforceable security interest until the



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5601 adjustment date;

5602 (2) remains enforceable thereafter if the security  
5603 interest becomes enforceable under Section 7-9A-203, as  
5604 amended by this act, on the effective date of this act or  
5605 before the adjustment date; and

5606 (3) becomes perfected:

5607 (A) without further action, on the effective date of  
5608 this act if the requirements for perfection under this act are  
5609 satisfied before or at that time; or

5610 (B) when the requirements for perfection are satisfied  
5611 if the requirements are satisfied after that time.

5612 Section 7-12A-304. Effectiveness of Actions Taken  
5613 Before Effective Date.

5614 (a) Pre-effective-date action; attachment and  
5615 perfection before adjustment date. If action, other than the  
5616 filing of a financing statement, is taken before the effective  
5617 date of this act and the action would have resulted in  
5618 perfection of the security interest had the security interest  
5619 become enforceable before the effective date of this act, the  
5620 action is effective to perfect a security interest that  
5621 attaches under this act before the adjustment date. An  
5622 attached security interest becomes unperfected on the  
5623 adjustment date unless the security interest becomes a  
5624 perfected security interest under this act before the  
5625 adjustment date.

5626 (b) Pre-effective-date filing. The filing of a  
5627 financing statement before the effective date of this act is  
5628 effective to perfect a security interest on the effective date



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5629 of this act to the extent the filing would satisfy the  
5630 requirements for perfection under this act.

5631 (c) Pre-effective-date enforceability action. The  
5632 taking of an action before the effective date of this act is  
5633 sufficient for the enforceability of a security interest on  
5634 the effective date of this act if the action would satisfy the  
5635 requirements for enforceability under this act.

5636 Section 7-12A-305. Priority.

5637 (a) Determination of priority. Subject to subsections  
5638 (b) and (c), this act determines the priority of conflicting  
5639 claims to collateral.

5640 (b) Established priorities. Subject to subsection (c),  
5641 if the priorities of claims to collateral were established  
5642 before the effective date of this act, Article 9A as in effect  
5643 before the effective date of this act determines priority.

5644 (c) Determination of certain priorities on adjustment  
5645 date. On the adjustment date, to the extent the priorities  
5646 determined by Article 9A as amended by this act modify the  
5647 priorities established before the effective date of this act,  
5648 the priorities of claims to Article 12 property established  
5649 before the effective date of this act cease to apply.

5650 Section 7-12A-306. Priority of Claims When Priority  
5651 Rules of Article 9A Do Not Apply.

5652 (a) Determination of priority. Subject to subsections  
5653 (b) and (c), Article 12 determines the priority of conflicting  
5654 claims to Article 12 property when the priority rules of  
5655 Article 9A as amended by this act do not apply.

5656 (b) Established priorities. Subject to subsection (c),



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5657 when the priority rules of Article 9A as amended by this act  
5658 do not apply and the priorities of claims to Article 12  
5659 property were established before the effective date of this  
5660 act, law other than Article 12 determines priority.

5661 (c) Determination of certain priorities on adjustment  
5662 date. When the priority rules of Article 9A as amended by this  
5663 act do not apply, to the extent the priorities determined by  
5664 this act modify the priorities established before the  
5665 effective date of this act, the priorities of claims to  
5666 Article 12 property established before the effective date of  
5667 this act cease to apply on the adjustment date.

5668 Section 5. This act shall become effective January 1,  
5669 2024, following its passage and approval by the Governor, or  
5670 its otherwise becoming law.