



AN ACT GENERALLY REVISING THE UNIFORM COMMERCIAL CODE; REVISING AND ADDING CERTAIN DEFINITIONS; CLARIFYING CONTROL OF ELECTRONIC CHATTEL PAPER; CLARIFYING THE LOCATION OF A DEBTOR; SPECIFYING THE EFFECT ON COLLATERAL OF A SECURITY INTEREST ATTACHING IF THE DEBTOR CHANGES ITS LOCATION; SPECIFYING THE EFFECT OF A FINANCING STATEMENT IF THERE IS AN ORIGINAL AND A NEW DEBTOR IN SEPARATE JURISDICTIONS; CLARIFYING CERTAIN INTERESTS THAT TAKE FREE OF A SECURITY INTEREST; REVISING THE PRIORITY OF SECURITY INTERESTS CREATED BY A NEW DEBTOR; CLARIFYING THE EFFECT OF TERMS IN AN AGREEMENT OR PROMISSORY NOTE; CLARIFYING WHETHER A MORTGAGE RECORD IS EFFECTIVE AS A FINANCING STATEMENT; CLARIFYING WHETHER A FINANCING STATEMENT SUFFICIENTLY PROVIDES THE NAME OF A DEBTOR; CLARIFYING THE SUFFICIENCY OF A DECEDENT'S NAME; CLARIFYING THE EFFECT OF CERTAIN EVENTS ON THE EFFECTIVENESS OF A FINANCING STATEMENT; CLARIFYING THE OCCURRENCE OF A FILING WITH RESPECT TO CERTAIN RECORDS; ALLOWING A SECURITY PARTY OF RECORD TO FILE AN INFORMATION STATEMENT; CLARIFYING THE UNIFORM FORM OF A WRITTEN FINANCING STATEMENT; CLARIFYING CERTAIN SECURED PARTY ENFORCEMENT RIGHTS; PROVIDING FOR THE DISPOSITION OF UNPERFECTED AND PERFECTED SECURITY INTERESTS; PROVIDING FOR THE EFFECTIVENESS OF CERTAIN ACTIONS; PROVIDING FOR THE EFFECTIVENESS OF AN INITIAL FINANCING STATEMENT; PROVIDING FOR THE EFFECT OF AMENDMENTS TO A PRE-EFFECTIVE-DATE FINANCING STATEMENT; ALLOWING CERTAIN PARTIES TO FILE AN INITIAL FINANCING STATEMENT OR CONTINUATION STATEMENT; DETERMINING THE PRIORITY OF CONFLICTING COLLATERAL CLAIMS; AMENDING SECTIONS 30-2A-103, 30-9A-102, 30-9A-105, 30-9A-307, 30-9A-311, 30-9A-316, 30-9A-317, 30-9A-326, 30-9A-406, 30-9A-408, 30-9A-502, 30-9A-503, 30-9A-507, 30-9A-515, 30-9A-516, 30-9A-518, 30-9A-521, AND 30-9A-607, MCA; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Section 30-2A-103, MCA, is amended to read:

"30-2A-103. Definitions and index of definitions. (1) In this chapter, unless the context otherwise requires, the following definitions apply:

(a) "Buyer in ordinary course of business" means a person, who in good faith and without knowledge that the sale to the buyer is in violation of the ownership rights or security interest or leasehold interest of a third party in the goods, buys in ordinary course from a person in the business of selling goods of that kind, but the term does not include a pawnbroker. "Buying" may be for cash or by exchange of other property or on secured or unsecured credit and includes acquiring goods or documents of title under a preexisting contract for sale but does not include a transfer in bulk or as security for or in total or partial satisfaction of a money debt.

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

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

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

(e) "Consumer lease" means a lease that a lessor regularly engaged in the business of leasing or selling makes to a lessee who is an individual and who takes under the lease primarily for a personal, family, or household purpose if the total payments to be made under the lease contract, excluding payments for options to renew or buy, do not exceed \$25,000.

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

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

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

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

(iii) one of the following occurs:

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

(B) the lessee's approval of the contract by which the lessor acquired the goods or the right to

possession and use of the goods is a condition to effectiveness of the lease contract;

(C) the lessee, before signing the lease contract, receives an accurate and complete statement designating the promises and warranties, and any disclaimers of warranties, limitations or modifications of remedies, or liquidated damages, including those of a third party, such as the manufacturer of the goods, provided to the lessor by the person supplying the goods in connection with or as part of the contract by which the lessor acquired the goods or the right to possession and use of the goods; or

(D) if the lease is not a consumer lease, the lessor, before the lessee signs the lease contract, informs the lessee in writing:

(I) of the identity of the person supplying the goods to the lessor, unless the lessee has selected that person and directed the lessor to acquire the goods or the right to possession and use of the goods from that person;

(II) that the lessee is entitled under this chapter to the promises and warranties, including those of any third party, provided to the lessor by the person supplying the goods in connection with or as part of the contract by which the lessor acquired the goods or the right to possession and use of the goods; and

(III) that the lessee may communicate with the person supplying the goods to the lessor and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies.

(h) "Goods" means all things that are movable at the time of identification to the lease contract, or are fixtures (30-2A-309), but the term does not include money, documents, instruments, accounts, chattel paper, general intangibles, or minerals or the like, including oil and gas, before extraction. The term also includes the unborn young of animals.

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

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

(k) "Lease agreement" means the bargain, with respect to the lease, of the lessor and the lessee in fact as found in their language or by implication from other circumstances, including course of dealing or usage of

trade or course of performance as provided in this chapter. Unless the context clearly indicates otherwise, the term includes a sublease agreement.

(l) "Lease contract" means the total legal obligation that results from the lease agreement as affected by this chapter and any other applicable rules of law. Unless the context clearly indicates otherwise, the term includes a sublease contract.

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

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

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

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

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

(r) "Lien" means a charge against or interest in goods to secure payment of a debt or performance of an obligation, but the term does not include a security interest.

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

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

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

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

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

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

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

(z) "Termination" occurs when either party pursuant to a power created by agreement or law puts an end to the lease contract otherwise than for default.

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

- (a) "Accessions". 30-2A-310(1).
- (b) "Construction mortgage". 30-2A-309(1)(d).
- (c) "Encumbrance". 30-2A-309(1)(e).
- (d) "Fixtures". 30-2A-309(1)(a).
- (e) "Fixture filing". 30-2A-309(1)(b).
- (f) "Purchase money lease". 30-2A-309(1)(c).

(3) The following definitions in other chapters apply to this chapter:

- (a) "Account". 30-9A-102(1)(b).
- (b) "Between merchants". 30-2-104(3).
- (c) "Buyer". 30-2-103(1)(a).
- (d) "Chattel paper". 30-9A-102(1)(k).
- (e) "Consumer goods". 30-9A-102(1)(w).
- (f) "Document". 30-9A-102(1)(dd).
- (g) "Entrusting". 30-2-403(3).
- (h) "General intangible". 30-9A-102(1)(pp).
- (i) "Good faith". 30-2-103(1)(b).
- (j) "Instrument". 30-9A-102(1)(uu).
- (k) "Merchant". 30-2-104(1).
- (l) "Mortgage". 30-9A-102(1)(ccc).

(m) "Pursuant to commitment". ~~30-9A-102(1)(ppp)~~ 30-9A-102(1)(qqq).

(n) "Receipt". 30-2-103(1)(c).

(o) "Sale". 30-2-106(1).

(p) "Sale on approval". 30-2-326.

(q) "Sale or return". 30-2-326.

(r) "Seller". 30-2-103(1)(d).

(4) In addition, Title 30, chapter 1, contains general definitions and principles of construction and interpretation applicable throughout this chapter."

Section 2. Section 30-9A-102, MCA, is amended to read:

"30-9A-102. Definitions and index of definitions. (1) As used in this chapter, the following definitions apply:

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

(b) (i) "Account", except as used in "account for", means a right to payment of a monetary obligation, whether or not earned by performance:

(A) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of;

(B) for services rendered or to be rendered;

(C) for a policy of insurance issued or to be issued;

(D) for a secondary obligation incurred or to be incurred;

(E) for energy provided or to be provided;

(F) for the use or hire of a vessel under a charter or other contract;

(G) arising out of the use of a credit or charge card or information contained on or for use with the card;

or

(H) as winnings in a lottery or other game of chance operated or sponsored by a state, governmental unit of a state, or person licensed or authorized to operate the game by a state or governmental unit of a state.

(ii) The term includes a health-care-insurance receivable.

(iii) The term does not include:

(A) a right to payment evidenced by chattel paper or an instrument;

(B) a commercial tort claim;

(C) a deposit account;

(D) investment property;

(E) a letter-of-credit right; or

(F) a right to payment for money or funds advanced or sold, other than a right arising out of the use of a credit or charge card or information contained on or for use with the card.

(c) "Account debtor" means a person obligated on an account, chattel paper, or general intangible. The term does not include a person obligated to pay a negotiable instrument, even if the instrument constitutes part of chattel paper.

(d) "Accounting", except as used in "accounting for", means a record:

(i) authenticated by a secured party;

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

(iii) identifying the components of the obligations in reasonable detail.

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

(i) that secures payment or performance of an obligation for:

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

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

(ii) that is created by statute in favor of a person that:

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

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

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

(f) "As-extracted collateral" means:

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

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

(B) attaches to the minerals as extracted; or

(ii) accounts arising out of the sale at the wellhead or minehead of oil, gas, or other minerals in which the debtor had an interest before extraction.

(g) "Authenticate" means to:

(i) ~~to~~ sign; or

(ii) ~~execute or adopt a symbol, or encrypt a record in whole or in part, with present intent to:~~

~~—— (A) identify the authenticating party; and~~

~~—— (B) adopt, accept, or establish the authenticity of a record or term. with present intent to adopt or accept a record, to attach to or logically associate with the record an electronic sound, symbol, or process.~~

(h) "Bank" means an organization that is engaged in the business of banking. The term includes a savings bank, savings and loan association, credit union, and trust company.

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

(j) "Certificate of title" means a certificate of title with respect to which a statute provides for the security interest in question to be indicated on the certificate as a condition or result of the security interest's obtaining priority over the rights of a lien creditor with respect to the collateral. The term includes another record maintained as an alternative to a certificate of title by the governmental unit that issues certificates of title if a statute permits the security interest in question to be indicated on the record as a condition or result of the security interest's obtaining priority over the rights of a lien creditor with respect to the collateral.

(k) (i) "Chattel paper" means a record or records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this subsection (1)(k)(i), "monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods.

(ii) (A) The term does not include:

(I) charters or other contracts involving the use or hire of a vessel; or

(II) records that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card.

(B) If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper.

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

(i) proceeds to which a security interest attaches under 30-9A-315;

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

(iii) goods that are the subject of a consignment.

(m) "Commercial tort claim" means a claim arising in tort if:

(i) the claimant is an organization; or

(ii) the claimant is an individual and the claim:

(A) arose in the course of the claimant's business or profession; and

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

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

(o) "Commodity contract" means a commodity futures contract, an option on a commodity futures contract, a commodity option, or another contract if the contract or option is:

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

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

(p) "Commodity customer" means a person for which a commodity intermediary carries a commodity contract on its books.

(q) "Commodity intermediary" means a person that:

(i) is registered as a futures commission merchant under federal commodities law; or

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

(r) "Communicate" means:

(i) to send a written or other tangible record;

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

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

(s) "Consignee" means a merchant to which goods are delivered in a consignment.

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

- (i) the merchant:
 - (A) deals in goods of that kind under a name other than the name of the person making delivery;
 - (B) is not an auctioneer; and
 - (C) is not generally known by its creditors to be substantially engaged in selling the goods of others;
- (ii) with respect to each delivery, the aggregate value of the goods is \$1,000 or more at the time of delivery;
- (iii) the goods are not consumer goods immediately before delivery; and
- (iv) the transaction does not create a security interest that secures an obligation.
- (u) "Consignor" means a person that delivers goods to a consignee in a consignment.
- (v) "Consumer debtor" means a debtor in a consumer transaction.
- (w) "Consumer goods" means goods that are used or bought for use primarily for personal, family, or household purposes.
- (x) "Consumer-goods transaction" means a transaction to the extent that:
 - (i) an individual incurs an obligation primarily for personal, family, or household purposes; and
 - (ii) a security interest in consumer goods or in consumer goods and software that is used, licensed, or bought for use primarily for personal, family, or household purposes secures the obligation.
- (y) "Consumer obligor" means an obligor who is an individual and who incurred the obligation as part of a transaction entered into primarily for personal, family, or household purposes.
- (z) "Consumer transaction" means a transaction to the extent that:
 - (i) an individual incurs an obligation primarily for personal, family, or household purposes;
 - (ii) a security interest secures the obligation; and
 - (iii) the collateral is held or acquired primarily for personal, family, or household purposes. The term includes a consumer-goods transaction.
- (aa) "Continuation statement" means an amendment of a financing statement that:
 - (i) identifies, by its file number, the initial financing statement to which it relates; and
 - (ii) indicates that it is a continuation statement for, or that it is filed to continue the effectiveness of, the identified financing statement.
- (bb) "Debtor" means:
 - (i) a person having a property interest, other than a security interest or other lien, in the collateral,

whether or not the person is an obligor;

(ii) a seller of accounts, chattel paper, payment intangibles, or promissory notes; or

(iii) a consignee.

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

(dd) "Document" means a document of title or a receipt of the type described in 30-7-201(2).

(ee) "Electronic chattel paper" means chattel paper evidenced by a record or records consisting of information stored in an electronic medium.

(ff) "Encumbrance" means a right, other than an ownership interest, in real property. The term includes a mortgage and other lien on real property.

(gg) "Equipment" means goods other than inventory, farm products, or consumer goods.

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

(i) crops grown, growing, or to be grown, including:

(A) crops produced on trees, vines, and bushes; and

(B) aquatic goods produced in aquacultural operations;

(ii) livestock, born or unborn, including aquatic goods produced in aquacultural operations;

(iii) supplies used or produced in a farming operation; or

(iv) products of crops or livestock in their unmanufactured states.

(ii) "Farming operation" means raising, cultivating, propagating, fattening, grazing, or any other farming, livestock, or aquacultural operation.

(jj) "File number" means the number assigned to an initial financing statement pursuant to 30-9A-519(1).

(kk) "Filing office" means an office designated in 30-9A-501 as the place to file a financing statement.

(ll) "Filing-office rule" means a rule adopted pursuant to 30-9A-526.

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

(nn) "Fixture filing" means the filing of a financing statement covering goods that are or are to become fixtures and satisfying the requirements of 30-9A-502(1) and (2). The term includes the filing of a financing statement covering goods of a transmitting utility that are or are to become fixtures.

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

(pp) "General intangible" means any personal property, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. The term includes a payment intangible and software.

(qq) "Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing.

(rr) (i) "Goods" means all things that are movable when a security interest attaches. The term includes:

- (A) fixtures;
- (B) standing timber that is to be cut and removed under a conveyance or contract for sale;
- (C) the unborn young of animals;
- (D) crops grown, growing, or to be grown, even if the crops are produced on trees, vines, or bushes; and
- (E) manufactured homes.

(ii) The term also includes a computer program structurally integrated with goods, any informational content included in the program, and any supporting information provided in connection with a transaction relating to the program or informational content if:

(A) the program is associated with the goods in such a manner that it customarily is considered part of the goods; or

(B) by becoming the owner of the goods, a person would acquire a right to use the program in connection with the goods.

(iii) The term does not include a program integrated with goods that consist solely of the medium with which the program is integrated. The term also does not include accounts, chattel paper, commercial tort claims, deposit accounts, documents, general intangibles, instruments, investment property, letter-of-credit rights, letters of credit, money, or oil, gas, or other minerals before extraction.

(ss) "Governmental unit" means a subdivision, agency, department, county, parish, municipality, or other unit of the government of the United States, a state, or a foreign country. The term includes an organization with a separate corporate existence only if the organization is eligible to issue debt obligations on which interest is exempt from income taxation under the laws of the United States.

(tt) "Health-care-insurance receivable" means an interest in or claim under a policy of insurance that is a right to payment of a monetary obligation for health care goods or services provided.

(uu) (i) "Instrument" means:

(A) a negotiable instrument; or

(B) any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in the ordinary course of business is transferred by delivery with any necessary indorsement or assignment.

(ii) The term does not include:

(A) investment property;

(B) a letter of credit; or

(C) a writing that evidences a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card.

(vv) "Inventory" means goods, other than farm products, that:

(i) are leased by a person as lessor;

(ii) are held by a person for sale or lease or to be furnished under contracts of service;

(iii) are furnished by a person under a contract of service; or

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

(ww) "Investment property" means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract, or commodity account.

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

(yy) (i) "Letter-of-credit right" means a right to payment and performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

(ii) The term does not include the right of a beneficiary to demand payment or performance under a letter of credit.

(zz) "Lien creditor" means:

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

(ii) an assignee for benefit of creditors from the time of assignment;

(iii) a trustee in bankruptcy from the date of the filing of the petition; and

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

(aaa) "Manufactured home" means a structure, transportable in one or more sections, that in the traveling mode is 8 body feet or more in width or 40 body feet or more in length or that when erected on site is 320 or more square feet and that is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. The term includes any structure that meets all of the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the United States secretary of housing and urban development and complies with the standards established under Title 42 of the United States Code.

(bbb) "Manufactured-home transaction" means a secured transaction:

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

(ii) in which a manufactured home, other than a manufactured home held as inventory, is the primary collateral.

(ccc) "Mortgage" means a consensual interest in real property, including fixtures, that is created by a mortgage, trust deed, or similar transaction.

(ddd) "New debtor" means a person that becomes bound as debtor under 30-9A-203(4) by a security agreement previously entered into by another person.

(eee) (i) "New value" means:

(A) money;

(B) money's worth in property, services, or new credit; or

(C) release by a transferee of an interest in property previously transferred to the transferee.

(ii) The term does not include an obligation substituted for another obligation.

(fff) "Noncash proceeds" means proceeds other than cash proceeds.

(ggg) (i) "Obligor" means a person that, with respect to an obligation secured by a security interest in or an agricultural lien on the collateral:

(A) owes payment or other performance of the obligation;

(B) has provided property other than the collateral to secure payment or other performance of the obligation; or

(C) is otherwise accountable in whole or in part for payment or other performance of the obligation.

(ii) The term does not include an issuer or a nominated person under a letter of credit.

(hhh) "Original debtor", except as used in 30-9A-310(3), means a person that, as debtor, entered into a security agreement to which a new debtor has become bound under 30-9A-203(4).

(iii) "Payment intangible" means a general intangible under which the account debtor's principal obligation is a monetary obligation.

(jjj) "Person related to", with respect to an individual, means:

(i) the spouse of the individual;

(ii) a brother, brother-in-law, sister, or sister-in-law of the individual;

(iii) an ancestor or lineal descendant of the individual or the individual's spouse; and

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

(kkk) "Person related to", with respect to an organization, means:

(i) a person directly or indirectly controlling, controlled by, or under common control with the organization;

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

(iii) an officer or director of, or a person performing similar functions with respect to, a person described in subsection (1)(kkk)(i);

(iv) the spouse of an individual described in subsection (1)(kkk)(i), (1)(kkk)(ii), or (1)(kkk)(iii); or

(v) an individual who is related by blood or marriage to an individual described in subsections (1)(kkk)(i), (1)(kkk)(ii), (1)(kkk)(iii), or (1)(kkk)(iv) and shares the same home with the individual.

(lll) "Proceeds", except as used in 30-9A-609(2), means the following property:

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

(ii) whatever is collected on, or distributed on account of, collateral;

(iii) rights arising out of collateral;

(iv) to the extent of the value of collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to the collateral; and

(v) to the extent of the value of collateral and to the extent payable to the debtor or the secured party, insurance payable by reason of the loss or nonconformity of, defects in, or damage to the collateral.

(mmm) "Promissory note" means an instrument that:

- (i) evidences a promise to pay a monetary obligation;
- (ii) does not evidence an order to pay; and
- (iii) does not contain an acknowledgment by a bank that the bank has received for deposit a sum of money or funds.

(nnn) "Proposal" means a record authenticated by a secured party and including the terms on which the secured party is willing to accept collateral in full or partial satisfaction of the obligation it secures pursuant to 30-9A-620 through 30-9A-622.

(ooo) "Public-finance transaction" means a secured transaction in connection with which:

- (i) bonds, debentures, certificates of participation, or similar debt securities are issued;
- (ii) all or a portion of the securities issued have an initial stated maturity of at least 20 years; and
- (iii) the debtor, the obligor, the secured party, the account debtor or other person obligated on collateral, the assignor or assignee of a secured obligation, or the assignor or assignee of a security interest is a state or a governmental unit of a state.

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

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

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

(iii) a record consisting of legislation enacted by the legislature of a state or the congress of the United States which forms or organizes an organization, any record amending the legislation, and any record filed with or issued by the state or the United States which amends or restates the name of the organization.

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

(~~qqq~~)(rrr) "Record", except as used in "for record", "of record", "record or legal title", and "record owner", means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

~~(rrr)~~(sss) "Registered organization" means an organization formed or organized solely under the law of one state or the United States and as to which the state or the United States is required to maintain a public record showing the organization to have been organized by the filing of a public organic record with, the issuance of a public organic record by, or the enactment of legislation by the state or the United States. The term includes a business trust that is formed or organized under the law of a single state if a statute of the state governing business trusts requires that the business trust's organic record be filed with the state.

~~(sss)~~(ttt) "Secondary obligor" means an obligor to the extent that:

- (i) the obligor's obligation is secondary; or
- (ii) the obligor has a right of recourse with respect to an obligation secured by collateral against the debtor, another obligor, or property of either.

~~(ttt)~~(uuu) "Secured party" means:

- (i) a person in whose favor a security interest is created or provided for under a security agreement, whether or not any obligation to be secured is outstanding;
- (ii) a person that holds an agricultural lien;
- (iii) a consignor;
- (iv) a person to which accounts, chattel paper, payment intangibles, or promissory notes have been sold;
- (v) a trustee, indenture trustee, agent, collateral agent, or other representative in whose favor a security interest or agricultural lien is created or provided for; or
- (vi) a person that holds a security interest arising under 30-2-401, 30-2-505, 30-2-711(3), 30-2A-508(5), 30-4-208, or 30-5-118.

~~(uuu)~~(vvv) "Security agreement" means an agreement that creates or provides for a security interest.

~~(vvv)~~(www) "Send", in connection with a record or notification, means to:

- (i) deposit in the mail, deliver for transmission, or transmit by any other usual means of communication, with postage or cost of transmission provided for, addressed to any address reasonable under the circumstances; or
- (ii) cause the record or notification to be received within the time that it would have been received if properly sent under subsection (1)(vvv)(i).

~~(www)~~(xxx) (i) "Software" means a computer program, any informational content included in the program, and any supporting information provided in connection with a transaction relating to the computer program or

informational content.

(ii) The term does not include a computer program that is contained in goods unless the goods are a computer or computer peripheral.

~~(xxx)~~(yyy) "State" means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

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

~~(zzz)~~(aaaa) "Tangible chattel paper" means chattel paper evidenced by a record or records consisting of information that is inscribed on a tangible medium.

~~(aaa)~~(bbbb) "Termination statement" means an amendment of a financing statement that:

- (i) identifies, by its file number, the initial financing statement to which it relates; and
- (ii) indicates either that it is a termination statement or that the identified financing statement is no longer effective.

~~(bbb)~~(cccc) "Transmitting utility" means a person primarily engaged in the business of:

- (i) operating a railroad, subway, street railway, or trolley bus;
- (ii) transmitting electric or electronic communications;
- (iii) transmitting goods by pipeline or sewer; or
- (iv) transmitting or producing and transmitting electricity, steam, gas, or water.

(2) The following definitions in other chapters apply to this chapter:

"Applicant" 30-5-122.

"Beneficiary" 30-5-122.

"Broker" 30-8-112.

"Certificated security" 30-8-112.

"Check" 30-3-104.

"Clearing corporation" 30-8-112.

"Contract for sale" 30-2-106.

"Control" (with respect to a document of title) 30-7-107.

"Customer" 30-4-104.

- "Entitlement holder" 30-8-112.
- "Financial asset" 30-8-112.
- "Holder in due course" 30-3-302.
- "Issuer" (with respect to a letter of credit or letter-of-credit right) 30-5-122.
- "Issuer" (with respect to a security) 30-8-211.
- "Lease" 30-2A-103.
- "Lease agreement" 30-2A-103.
- "Lease contract" 30-2A-103.
- "Leasehold interest" 30-2A-103.
- "Lessee" 30-2A-103.
- "Lessee in ordinary course of business" 30-2A-103.
- "Lessor" 30-2A-103.
- "Lessor's residual interest" 30-2A-103.
- "Letter of credit" 30-5-122.
- "Merchant" 30-2-104.
- "Negotiable instrument" 30-3-104.
- "Nominated person" 30-5-122.
- "Note" 30-3-104.
- "Proceeds of a letter of credit" 30-5-134.
- "Prove" 30-3-102.
- "Sale" 30-2-106.
- "Securities account" 30-8-501.
- "Securities intermediary" 30-8-112.
- "Security" 30-8-112.
- "Security certificate" 30-8-112.
- "Security entitlement" 30-8-112.
- "Uncertificated security" 30-8-112.

(3) Chapter 1 contains general definitions and principles of construction and interpretation applicable throughout this chapter."

Section 3. Section 30-9A-105, MCA, is amended to read:

"30-9A-105. Control of electronic chattel paper. (1) A secured party has control of electronic chattel paper if a system employed for evidencing the transfer of interests in the chattel paper reliably establishes the secured party as the person to which the chattel paper was assigned.

(2) A system satisfies subsection (1) if the record or records comprising the chattel paper are created, stored, and assigned in such a manner that:

(1)(a) a single authoritative copy of the record or records exists that is unique, identifiable, and except as otherwise provided in subsections ~~(4)~~ (2)(d), ~~(5)~~ (2)(e), and ~~(6)~~ (2)(f), unalterable;

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

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

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

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

(6)(f) any ~~revision~~ amendment of the authoritative copy is readily identifiable as an authorized or unauthorized ~~revision~~."

Section 4. Section 30-9A-307, MCA, is amended to read:

"30-9A-307. Location of debtor. (1) In this section, "place of business" means a place where a debtor conducts its affairs.

(2) Except as otherwise provided in this section, the following rules determine a debtor's location:

(a) A debtor who is an individual is located at the individual's residence.

(b) A debtor that is an organization and has only one place of business is located at its place of business.

(c) A debtor that is an organization and has more than one place of business is located at its chief executive office.

(3) ~~(a)~~ Subsection (2) applies only if a debtor's residence, place of business, or chief executive office, as applicable, is located in a jurisdiction whose law generally requires information concerning the existence of

a nonpossessory security interest to be made generally available in a filing, recording, or registration system as a condition or result of the security interest's obtaining priority over the rights of a lien creditor with respect to the collateral. If subsection (2) does not apply, the debtor is located in the District of Columbia.

(4) A person that ceases to exist, have a residence, or have a place of business continues to be located in the jurisdiction specified by subsections (2) and (3).

(5) A registered organization that is organized under the law of a state is located in that state.

(6) Except as otherwise provided in subsection (9), a registered organization that is organized under the law of the United States and a branch or agency of a bank that is a registered organization and is not organized under the law of the United States or a state are located:

(a) in the state that the law of the United States designates, if the law designates a state of location;

(b) in the state that the registered organization, branch, or agency designates, if the law of the United States authorizes the registered organization, branch, or agency to designate its state of location, including by designating its main office, home office, or other comparable office; or

(c) in the District of Columbia, if subsection (6)(a) or (6)(b) does not apply.

(7) A registered organization continues to be located in the jurisdiction specified by subsection (5) or (6) notwithstanding:

(a) the suspension, revocation, forfeiture, or lapse of the registered organization's status as such in its jurisdiction of organization; or

(b) the dissolution, winding up, or cancellation of the existence of the registered organization.

(8) The United States is located in the District of Columbia.

(9) A branch or agency of a bank that is not organized under the law of the United States or a state is located in the state in which the branch or agency is licensed, if all branches and agencies of the bank are licensed in only one state.

(10) A foreign air carrier under the Federal Aviation Act of 1958, as amended, is located at the designated office of the agent upon which service of process may be made on behalf of the carrier.

(11) This section applies only for purposes of this part."

Section 5. Section 30-9A-311, MCA, is amended to read:

"30-9A-311. Perfection of security interests in property subject to certain statutes, regulations,

and treaties. (1) Except as otherwise provided in subsection (4), the filing of a financing statement is not necessary or effective to perfect a security interest in property subject to:

(a) a statute, regulation, or treaty of the United States whose requirements for a security interest's obtaining priority over the rights of a lien creditor with respect to the property preempt 30-9A-310(1);

(b) the certificate of title provisions of Title 23 or 61; or

(c) a ~~certificate of title~~ statute of another jurisdiction that provides for a security interest to be indicated on ~~the~~ a certificate of title as a condition or result of the security interest's obtaining priority over the rights of a lien creditor with respect to the property.

(2) Compliance with the requirements of a statute, regulation, or treaty described in subsection (1) for obtaining priority over the rights of a lien creditor is equivalent to the filing of a financing statement under this chapter. Except as otherwise provided in 30-9A-313 and 30-9A-316(4) and (5) and subsection (4) of this section for goods covered by a certificate of title, a security interest in property subject to a statute, regulation, or treaty described in subsection (1) may be perfected only by compliance with those requirements, and a security interest so perfected remains perfected notwithstanding a change in the use or transfer of possession of the collateral.

(3) Except as otherwise provided in 30-9A-316(4) and (5) and subsection (4) of this section, duration and renewal of perfection of a security interest perfected by compliance with the requirements prescribed by a statute, regulation, or treaty described in subsection (1) are governed by the statute, regulation, or treaty. In other respects the security interest is subject to this chapter.

(4) During any period in which collateral subject to a statute specified in subsection (1)(b) is inventory held for sale or lease by a person or leased by that person as lessor and that person is in the business of selling goods of that kind, this section does not apply to a security interest in that collateral created by that person."

Section 6. Section 30-9A-316, MCA, is amended to read:

"30-9A-316. Continued perfection of security interest following Effect of change in applicable law.

(1) A security interest perfected pursuant to the law of the jurisdiction designated in 30-9A-301(1) or 30-9A-305(3) remains perfected until the earliest of:

(a) the time perfection would have ceased under the law of that jurisdiction;

(b) the expiration of 4 months after a change of the debtor's location to another jurisdiction;

(c) the expiration of 1 year after a transfer of collateral to a person that thereby becomes a debtor and

is located in another jurisdiction; or

(d) the expiration of 1 year after a new debtor located in another jurisdiction becomes bound under 30-9A-203(4).

(2) If a security interest described in subsection (1) becomes perfected under the law of the other jurisdiction before the earliest time or event described in that subsection, it remains perfected thereafter. If the security interest does not become perfected under the law of the other jurisdiction before the earliest time or event, it becomes unperfected and is deemed never to have been perfected as against a purchaser of the collateral for value.

(3) A possessory security interest in collateral, other than goods covered by a certificate of title and as-extracted collateral consisting of goods, remains continuously perfected if:

(a) the collateral is located in one jurisdiction and subject to a security interest perfected under the law of that jurisdiction;

(b) thereafter the collateral is brought into another jurisdiction; and

(c) upon entry into the other jurisdiction, the security interest is perfected under the law of the other jurisdiction.

(4) Except as otherwise provided in subsection (5), a security interest in goods covered by a certificate of title that is perfected by any method under the law of another jurisdiction when the goods become covered by a certificate of title from this state remains perfected until the security interest would have become unperfected under the law of the other jurisdiction had the goods not become so covered.

(5) A security interest described in subsection (4) becomes unperfected as against a purchaser of the goods for value and is deemed never to have been perfected as against a purchaser of the goods for value if the applicable requirements for perfection under 30-9A-311(2) or 30-9A-313 are not satisfied before the earlier of:

(a) the time the security interest would have become unperfected under the law of the other jurisdiction had the goods not become covered by a certificate of title from this state; or

(b) the expiration of 4 months after the goods had become so covered.

(6) A security interest in a deposit account, letter-of-credit right, or investment property that is perfected under the law of the bank's jurisdiction, the issuer's jurisdiction, a nominated person's jurisdiction, the securities intermediary's jurisdiction, or the commodity intermediary's jurisdiction, as applicable, remains perfected until the earlier of:

(a) the time perfection the security interest would have ceased become unperfected under the law of the first that jurisdiction; or

(b) the expiration of 4 months after a change of the applicable jurisdiction to another jurisdiction.

(7) If a security interest described in subsection (6) becomes perfected under the law of the other jurisdiction before the earlier of the time or the end of the period described in that subsection, it remains perfected thereafter. If the security interest does not become perfected under the law of the other jurisdiction before the earlier of that time or the end of that period, it becomes unperfected and is deemed never to have been perfected as against a purchaser of the collateral for value.

(8) The following rules apply to collateral to which a security interest attaches within 4 months after the debtor changes its location to another jurisdiction:

(a) A financing statement filed before the change pursuant to the law of the jurisdiction designated in 30-9A-301(1) or 30-9A-305(3) is effective to perfect a security interest in the collateral if the financing statement would have been effective to perfect a security interest in the collateral had the debtor not changed its location.

(b) If a security interest perfected by a financing statement that is effective under subsection (8)(a) becomes perfected under the law of the other jurisdiction before the earlier of the time the financing statement would have become ineffective under the law of the jurisdiction designated in 30-9A-301(1) or 30-9A-305(3) or the expiration of the 4-month period, it remains perfected thereafter. If the security interest does not become perfected under the law of the other jurisdiction before the earlier time or event, it becomes unperfected and is deemed never to have been perfected as against a purchaser of the collateral for value.

(9) If a financing statement naming an original debtor is filed pursuant to the law of the jurisdiction designated in 30-9A-301(1) or 30-9A-305(3) and the new debtor is located in another jurisdiction, the following rules apply:

(a) The financing statement is effective to perfect a security interest in collateral acquired by the new debtor before, and within 4 months after, the new debtor becomes bound under 30-9A-203(4), if the financing statement would have been effective to perfect a security interest in the collateral had the collateral been acquired by the original debtor.

(b) A security interest perfected by the financing statement and which becomes perfected under the law of the other jurisdiction before the earlier of the time the financing statement would have become ineffective under the law of the jurisdiction designated in 30-9A-301(1) or 30-9A-305(3) or the expiration of the 4-month period

remains perfected thereafter. A security interest that is perfected by the financing statement but which does not become perfected under the law of the other jurisdiction before the earlier time or event becomes unperfected and is deemed never to have been perfected as against a purchaser of the collateral for value."

Section 7. Section 30-9A-317, MCA, is amended to read:

"30-9A-317. Interests that take priority over or take free of security interest or agricultural lien.

(1) A security interest or agricultural lien is subordinate to the rights of:

(a) a person entitled to priority under 30-9A-322; and

(b) except as otherwise provided in subsection (5), a person that becomes a lien creditor before the earlier of the time:

(i) the security interest or agricultural lien is perfected; or

(ii) one of the conditions specified in 30-9A-203(2)(c) is met and a financing statement covering the collateral is filed.

(2) Except as otherwise provided in subsection (5), a buyer, other than a secured party, of chattel paper, tangible documents, goods, instruments, or a ~~security certificate~~ certificated security takes free of a security interest or agricultural lien if the buyer gives value and receives delivery of the collateral without knowledge of the security interest or agricultural lien and before it is perfected.

(3) Except as otherwise provided in subsection (5), a lessee of goods takes free of a security interest or agricultural lien if the lessee gives value and receives delivery of the collateral without knowledge of the security interest or agricultural lien and before it is perfected.

(4) A licensee of a general intangible or a buyer, other than a secured party, of ~~accounts, electronic documents, general intangibles, or investment property~~ collateral other than tangible chattel paper, tangible documents, goods, instruments, or a certificated security takes free of a security interest if the licensee or buyer gives value without knowledge of the security interest and before it is perfected.

(5) Except as otherwise provided in 30-9A-320 and 30-9A-321, if a person files a financing statement with respect to a purchase-money security interest before or within 20 days after the debtor receives delivery of the collateral, the security interest takes priority over the rights of a buyer, lessee, or lien creditor that arise between the time the security interest attaches and the time of filing."

Section 8. Section 30-9A-326, MCA, is amended to read:

"30-9A-326. Priority of security interests created by new debtor. (1) Subject to subsection (2), a security interest that is created by a new debtor that is in collateral in which the new debtor has or acquires rights and is perfected solely by a filed financing statement that is effective solely under 30-9A-508 in collateral in which a new debtor has or acquires rights would be ineffective to perfect the security interest but for the application of 30-9A-316(9)(a) or 30-9A-508 is subordinate to a security interest in the same collateral that is perfected other than by another method such a filed financing statement.

(2) ~~If more than one security interest in the same collateral is subordinate under subsection (1), the other provisions of this part, as applicable, determine the priority among the subordinated security interests. The other provisions of this part determine the priority among conflicting security interests in the same collateral perfected by filed financing statements described in subsection (1). However, if the security agreements to which a new debtor became bound as debtor were not entered into by the same original debtor, the conflicting security interests rank according to priority in time of the new debtor's having become bound.~~

Section 9. Section 30-9A-406, MCA, is amended to read:

"30-9A-406. Discharge of account debtor -- notification of assignment -- identification and proof of assignment -- restrictions on assignment of accounts, chattel paper, payment intangibles, and promissory notes ineffective. (1) Subject to subsections (2) through (9), an account debtor on an account, chattel paper, or payment intangible may discharge its obligation by paying the assignor until, but not after, the account debtor receives a notification, authenticated by the assignor or the assignee, that the amount due or to become due has been assigned and that payment is to be made to the assignee. After receipt of the notification, the account debtor may discharge its obligation by paying the assignee and may not discharge the obligation by paying the assignor.

(2) Subject to subsection (8), notification is ineffective under subsection (1):

(a) if it does not reasonably identify the rights assigned;

(b) to the extent that an agreement between an account debtor and a seller of a payment intangible limits the account debtor's duty to pay a person other than the seller and the limitation is effective under law other than this chapter; or

(c) at the option of an account debtor, if the notification notifies the account debtor to make less than the

full amount of any installment or other periodic payment to the assignee, even if:

- (i) only a portion of the account, chattel paper, or payment intangible has been assigned to that assignee;
- (ii) a portion has been assigned to another assignee; or
- (iii) the account debtor knows that the assignment to that assignee is limited.

(3) Subject to subsection (8), if requested by the account debtor, an assignee shall seasonably furnish reasonable proof that the assignment has been made. Unless the assignee complies, the account debtor may discharge its obligation by paying the assignor, even if the account debtor has received a notification under subsection (1).

(4) Except as otherwise provided in 30-2A-303, 30-9A-407, and subsection (5) of this section, and subject to subsection (8) of this section, a term in an agreement between an account debtor and an assignor or in a promissory note is ineffective to the extent that it:

(a) prohibits, restricts, or requires the consent of the account debtor or person obligated on the promissory note to the assignment or transfer of, or the creation, attachment, perfection, or enforcement of a security interest in, the account, chattel paper, payment intangible, or promissory note; or

(b) provides that the assignment or transfer or the creation, attachment, perfection, or enforcement of the security interest may give rise to a default, breach, right of recoupment, claim, defense, termination, right of termination, or remedy under the account, chattel paper, payment intangible, or promissory note.

(5) Subsection (4) does not apply to:

~~—— (a) the assignment or transfer or the creation, attachment, perfection, or enforcement of a security interest in:~~

~~—— (i) a claim or right to receive compensation for injuries or sickness as described in 26 U.S.C. 104(a)(2);~~

~~or~~

~~—— (ii) a claim or right to receive benefits under a special needs trust as described in 42 U.S.C. 1396p(d)(4);~~

~~or~~

~~—— (b) the sale of a payment intangible or promissory note, other than a sale pursuant to a disposition under 30-9A-610 or an acceptance of collateral under 30-9A-620.~~

(6) Except as otherwise provided in 30-2A-303 and 30-9A-407 and subject to subsections (8) and (9), a rule of law, statute, or regulation that prohibits, restricts, or requires the consent of a government, governmental body or official, or account debtor to the assignment or transfer of, or creation of a security interest in, an account

or chattel paper is ineffective to the extent that the rule of law, statute, or regulation:

(a) prohibits, restricts, or requires the consent of the government, governmental body or official, or account debtor to the assignment or transfer of, or the creation, attachment, perfection, or enforcement of a security interest in the account or chattel paper; or

(b) provides that the assignment or transfer or the creation, attachment, perfection, or enforcement of the security interest may give rise to a default, breach, right of recoupment, claim, defense, termination, right of termination, or remedy under the account or chattel paper.

(7) Subject to subsection (8), an account debtor may not waive or vary its option under subsection (2)(c).

(8) This section is subject to law other than this chapter that establishes a different rule for an account debtor who is an individual and who incurred the obligation primarily for personal, family, or household purposes.

(9) This section does not apply to an assignment of a health-care-insurance receivable."

Section 10. Section 30-9A-408, MCA, is amended to read:

"30-9A-408. Restrictions on assignment of promissory notes, health-care-insurance receivables, and certain general intangibles ineffective. (1) Except as otherwise provided in subsection (2), a term in a promissory note or in an agreement between an account debtor and a debtor that relates to a health-care-insurance receivable or a general intangible, including a contract, permit, license, or franchise, and that prohibits, restricts, or requires the consent of the person obligated on the promissory note or the account debtor to, the assignment or transfer of, or the creation, attachment, or perfection of a security interest in, the promissory note, health-care-insurance receivable, or general intangible is ineffective to the extent that the term:

(a) would impair the creation, attachment, or perfection of a security interest; or

(b) provides that the assignment or transfer or the creation, attachment, or perfection of the security interest may give rise to a default, breach, right of recoupment, claim, defense, termination, right of termination, or remedy under the promissory note, health-care-insurance receivable, or general intangible.

(2) Subsection (1) applies to a security interest in a payment intangible or promissory note only if the security interest arises out of a sale of the payment intangible or promissory note; other than a sale pursuant to a disposition under 30-9A-610 or an acceptance of collateral under 30-9A-620.

(3) A rule of law, including a provision in a statute or governmental rule or regulation, that prohibits, restricts, or requires the consent of a government, governmental body or official, person obligated on a

promissory note, or account debtor to the assignment or transfer of, or creation of a security interest in, a promissory note, health-care-insurance receivable, or general intangible, including a contract, permit, license, or franchise between an account debtor and a debtor, is ineffective to the extent that the rule of law, statute, or regulation:

(a) would impair the creation, attachment, or perfection of a security interest; or

(b) provides that the assignment or transfer or the creation, attachment, or perfection of the security interest may give rise to a default, breach, right of recoupment, claim, defense, termination, right of termination, or remedy under the promissory note, health-care-insurance receivable, or general intangible.

(4) To the extent that a term in a promissory note or in an agreement between an account debtor and a debtor that relates to a health-care-insurance receivable or general intangible or a rule of law described in subsection (3) would be effective under law other than this chapter but is ineffective under subsection (1) or (3), the creation, attachment, or perfection of a security interest in the promissory note, health-care-insurance receivable, or general intangible:

(a) is not enforceable against the person obligated on the promissory note or the account debtor;

(b) does not impose a duty or obligation on the person obligated on the promissory note or the account debtor;

(c) does not require the person obligated on the promissory note or the account debtor to recognize the security interest, pay or render performance to the secured party, or accept payment or performance from the secured party;

(d) does not entitle the secured party to use or assign the debtor's rights under the promissory note, health-care-insurance receivable, or general intangible, including any related information or materials furnished to the debtor in the transaction giving rise to the promissory note, health-care-insurance receivable, or general intangible;

(e) does not entitle the secured party to use, assign, possess, or have access to any trade secrets or confidential information of the person obligated on the promissory note or the account debtor; and

(f) does not entitle the secured party to enforce the security interest in the promissory note, health-care-insurance receivable, or general intangible.

(5) Subsections (1) and (3) do not apply to the assignment or transfer or the creation, attachment, or perfection of a security interest in:

- (a) a claim or right to receive compensation for injuries or sickness as described in 26 U.S.C. 104(a)(2);
- (b) a claim or right to receive benefits under a special needs trust as described in 42 U.S.C. 1396p(d)(4).
- (6) This section prevails over any inconsistent provisions of other statutes or rules."

Section 11. Section 30-9A-502, MCA, is amended to read:

"30-9A-502. Contents of financing statement -- mortgage as financing statement -- time of filing financing statement. (1) Subject to subsection (2), a financing statement is sufficient only if it:

- (a) provides the name of the debtor;
- (b) provides the name of the secured party or a representative of the secured party; and
- (c) indicates the collateral covered by the financing statement.

(2) Except as otherwise provided in 30-9A-501(2), to be sufficient, a financing statement that covers as-extracted collateral or timber to be cut or that is filed as a fixture filing and covers goods that are or are to become fixtures must comply with the requirements of subsection (1) and also:

- (a) indicate that it covers this type of collateral;
- (b) indicate that it is to be filed for record in the real property records;
- (c) provide a description of the real property to which the collateral is related sufficient to give constructive notice of the mortgage under the law of this state if the description were contained in a record of the mortgage of the real property; and
- (d) if the debtor does not have an interest of record in the real property, provide the name of a record owner.

(3) A record of mortgage is effective, from the date of recording, as a financing statement filed as a fixture filing or as a financing statement covering as-extracted collateral or timber to be cut only if:

- (a) the record indicates the goods or accounts that it covers;
- (b) the goods are or are to become fixtures related to the real property described in the record or the collateral is related to the real property described in the record and is as-extracted collateral or timber to be cut;
- (c) the record complies with the requirements for a financing statement in this section, but:
- (i) ~~other than an indication~~ the record need not indicate that it is to be filed in the real property records;

and

- (ii) the record sufficiently provides the name of a debtor who is an individual if it provides the individual

name of the debtor or the surname and first personal name of the debtor, even if the debtor is an individual to whom 30-9A-503(1)(d) applies; and

(d) the record is recorded.

(4) A financing statement may be filed before a security agreement is made or a security interest otherwise attaches."

Section 12. Section 30-9A-503, MCA, is amended to read:

"30-9A-503. Name of debtor and secured party. (1) A financing statement sufficiently provides the name of the debtor:

(a) except as otherwise provided in subsection (1)(c), if the debtor is a registered organization, or the collateral is held in a trust that is a registered organization, only if the financing statement provides the name of the debtor indicated that is stated to be the registered organization's name on the public organic record of most recently filed with or issued or enacted by the debtor's registered organization's jurisdiction of organization that shows the debtor to have been organized; purports to state, amend, or restate the registered organization's name;

(b) subject to subsection (6), if the debtor is a decedent's estate, collateral is being administered by the personal representative of a decedent, only if the financing statement provides, as the name of the debtor, the name of the decedent and, in a separate part of the financing statement, indicates that the debtor is an estate; collateral is being administered by a personal representative;

(c) if the debtor is a trust or a trustee acting with respect to property held in trust, only if the financing statement:

—— (i) provides the name, if any, specified for the trust in its organic documents or, if no name is specified, provides the name of the settlor and additional information sufficient to distinguish the debtor from other trusts having one or more of the same settlors; and

—— (ii) indicates, in the debtor's name or otherwise, that the debtor is a trust or is a trustee acting with respect to property held in trust; and collateral is held in a trust that is not a registered organization, only if the financing statement:

(i) provides, as the name of the debtor:

(A) if the organic record of the trust specifies a name for the trust, the name specified; or

(B) if the organic record of the trust does not specify a name for the trust, the name of the settlor or

testator; and

(ii) in a separate part of the financing statement:

(A) if the name is provided in accordance with subsection (1)(c)(i)(A), indicates that the collateral is held in a trust; or

(B) if the name is provided in accordance with subsection (1)(c)(i)(B), provides additional information sufficient to distinguish the trust from other trusts having one or more of the same settlors or the same testator and indicates that the collateral is held in a trust, unless the additional information so indicates;

(d) subject to subsection (7), if the debtor is an individual to whom this state has issued a driver's license or state identification card that has not expired or to whom a tribe has issued a tribal identification card that has not expired, only if the financing statement provides the name of the individual which is indicated on the driver's license, state identification card, or tribal identification card;

(e) if the debtor is an individual to whom subsection (1)(d) does not apply, only if the financing statement provides the individual name of the debtor or the surname and first personal name of the debtor; and

~~(d)~~(f) in other cases:

(i) if the debtor has a name, only if ~~it~~ the financing statement provides the ~~individual~~ or organizational name of the debtor; and

(ii) if the debtor does not have a name, only if it provides the names of the partners, members, associates, or other persons comprising the debtor-, in a manner that each name provided would be sufficient if the person named were the debtor.

(2) A financing statement that provides the name of the debtor in accordance with subsection (1) is not rendered ineffective by the absence of:

(a) a trade name or other name of the debtor; or

(b) unless required under subsection ~~(1)(d)(ii)~~, (1)(f)(ii), names of partners, members, associates, or other persons comprising the debtor.

(3) A financing statement that provides only the debtor's trade name does not sufficiently provide the name of the debtor.

(4) Failure to indicate the representative capacity of a secured party or representative of a secured party does not affect the sufficiency of a financing statement.

(5) A financing statement may provide the name of more than one debtor and the name of more than

one secured party.

(6) The name of the decedent indicated on the order appointing the personal representative of the decedent issued by the court having jurisdiction over the collateral is sufficient as the "name of the decedent" under subsection (1)(b).

(7) If this state has issued to an individual more than one driver's license or state identification card of a kind described in subsection (1)(d), or if a tribe has issued more than one tribal identification card of a kind described in subsection (1)(d), the one that was issued most recently is the one to which subsection (1)(d) refers.

(8) In this section, the "name of the settlor or testator" means:

(a) if the settlor is a registered organization, the name that is stated to be the settlor's name on the public organic record most recently filed with or issued or enacted by the settlor's jurisdiction of organization which purports to state, amend, or restate the settlor's name; or

(b) in other cases, the name of the settlor or testator indicated in the trust's organic record."

Section 13. Section 30-9A-507, MCA, is amended to read:

"30-9A-507. Effect of certain events on effectiveness of financing statement. (1) A filed financing statement remains effective with respect to collateral that is sold, exchanged, leased, licensed, or otherwise disposed of and in which a security interest or agricultural lien continues, even if the secured party knows of or consents to the disposition.

(2) Except as otherwise provided in 30-9A-508 and subsection (3) of this section, a financing statement is not rendered ineffective if, after the financing statement is filed, the information provided in the financing statement becomes seriously misleading under the standard set forth in 30-9A-506.

(3) ~~If a debtor so changes its~~ the name that a filed financing statement provides for a debtor becomes insufficient as the name of the debtor under 30-9A-503(1) so that the financing statement becomes seriously misleading under the standard set forth in 30-9A-506:

(a) the financing statement is effective to perfect a security interest in collateral acquired by the debtor before or within 4 months after the ~~change~~ filed financing statement becomes seriously misleading; and

(b) the financing statement is not effective to perfect a security interest in collateral acquired by the debtor more than 4 months after the ~~change~~ filed financing statement becomes seriously misleading, unless an amendment to the financing statement that renders the financing statement not seriously misleading is filed within

4 months after ~~the change~~: the financing statement became seriously misleading."

Section 14. Section 30-9A-515, MCA, is amended to read:

"30-9A-515. Duration and effectiveness of financing statement -- effect of lapsed financing statement. (1) Except as otherwise provided in subsections (2), (5), (6), and (7), a filed financing statement is effective for a period of 5 years after the date of filing.

(2) Except as otherwise provided in subsections (5), (6), and (7), an initial financing statement filed in connection with a public-finance transaction or manufactured-home transaction is effective for a period of 30 years after the date of filing if it indicates that it is filed in connection with a public-finance transaction or manufactured-home transaction.

(3) The effectiveness of a filed financing statement lapses on the expiration of the period of its effectiveness unless before the lapse a continuation statement is filed pursuant to subsection (4). Upon lapse, a financing statement ceases to be effective and any security interest or agricultural lien that was perfected by the financing statement becomes unperfected, unless the security interest is perfected without filing. If the security interest or agricultural lien becomes unperfected upon lapse, it is deemed never to have been perfected as against a purchaser of the collateral for value.

(4) A continuation statement may be filed only within 6 months before the expiration of the 5-year period specified in subsection (1) or the 30-year period specified in subsection (2), whichever is applicable.

(5) Except as otherwise provided in 30-9A-510, upon timely filing of a continuation statement, the effectiveness of the initial financing statement continues for a period of 5 years commencing on the day on which the financing statement would have become ineffective in the absence of the filing. Upon the expiration of the 5-year period, the financing statement lapses in the same manner as provided in subsection (3), unless, before the lapse, another continuation statement is filed pursuant to subsection (4). Succeeding continuation statements may be filed in the same manner to continue the effectiveness of the initial financing statement.

(6) If a debtor is a transmitting utility and a filed initial financing statement so indicates, the financing statement is effective until a termination statement is filed.

(7) A record of mortgage that is effective as a fixture filing under 30-9A-502(3) remains effective as a fixture filing until the mortgage is released or satisfied of record or its effectiveness otherwise terminates as to the real property."

Section 15. Section 30-9A-516, MCA, is amended to read:

"30-9A-516. What constitutes filing -- effectiveness of filing. (1) Except as otherwise provided in subsection (2), communication of a record to a filing office and tender of the filing fee or acceptance of the record by the filing office constitutes filing.

(2) Filing does not occur with respect to a record that a filing office refuses to accept because:

(a) the record is not communicated by a method or medium of communication authorized by the filing office;

(b) an amount equal to or greater than the applicable filing fee is not tendered;

(c) the filing office is unable to index the record because:

(i) in the case of an initial financing statement, the record does not provide a name for the debtor;

(ii) in the case of an amendment or ~~correction~~ information statement, the record:

(A) does not identify the initial financing statement as required by 30-9A-512 or 30-9A-518, as applicable;

or

(B) identifies an initial financing statement whose effectiveness has lapsed under 30-9A-515;

(iii) in the case of an initial financing statement that provides the name of a debtor identified as an individual or an amendment that provides a name of a debtor identified as an individual that was not previously provided in the financing statement to which the record relates, the record does not identify the debtor's ~~last name~~ surname; or

(iv) in the case of a record filed or recorded in the filing office described in 30-9A-501(1)(a), the record does not provide a sufficient description of the real property to which it relates;

(d) in the case of an initial financing statement or an amendment that adds a secured party of record, the record does not provide a name and mailing address for the secured party of record;

(e) in the case of an initial financing statement or an amendment that provides a name of a debtor that was not previously provided in the financing statement to which the amendment relates, the record does not:

(i) provide a mailing address for the debtor; or

(ii) indicate whether the name provided as the name of the debtor is the name of an individual or an organization; ~~or~~

~~_____ (iii) if the financing statement indicates that the debtor is an organization, provide:~~

~~_____ (A) a type of organization for the debtor;~~

~~_____ (B) a jurisdiction of organization for the debtor; or~~

~~_____ (C) an organizational identification number for the debtor or indicate that the debtor has none;~~

(f) in the case of an assignment reflected in an initial financing statement under 30-9A-514(1) or an amendment filed under 30-9A-514(2), the record does not provide a name and mailing address for the assignee;

or

(g) in the case of a continuation statement, the record is not filed within the 6-month period prescribed by 30-9A-515(4).

(3) For purposes of subsection (2):

(a) a record does not provide information if the filing office is unable to read or decipher the information;

and

(b) a record that does not indicate that it is an amendment or identify an initial financing statement to which it relates, as required by 30-9A-512, 30-9A-514, or 30-9A-518, is an initial financing statement.

(4) A record that is communicated to the filing office with tender of the filing fee, but that the filing office refuses to accept for a reason other than one set forth in subsection (2), is effective as a filed record except as against a purchaser of the collateral that gives value in reasonable reliance upon the absence of the record from the files."

Section 16. Section 30-9A-518, MCA, is amended to read:

"30-9A-518. Claim concerning inaccurate or wrongfully filed record. (1) A person may file in the filing office ~~a correction~~ an information statement with respect to a record indexed there under the person's name if the person believes that the record is inaccurate or was wrongfully filed.

(2) ~~A correction~~ An information statement under subsection (1) must:

(a) identify the record to which it relates by:

(i) the file number assigned to the initial financing statement to which the record relates; and

(ii) if the ~~correction~~ information statement relates to a record filed in a filing office described in 30-9A-501(1)(a), the date that the initial financing statement was filed or recorded and the information specified in 30-9A-502(2);

(b) indicate that it is ~~a correction~~ an information statement; and

(c) provide the basis for the person's belief that the record is inaccurate and indicate the manner in which the person believes the record should be amended to cure any inaccuracy or provide the basis for the person's belief that the record was wrongfully filed.

(3) A person may file in the filing office an information statement with respect to a record filed there if the person is a secured party of record with respect to the financing statement to which the record relates and believes that the person that filed the record was not entitled to do so under 30-9A-509(4).

(4) An information statement under subsection (3) must:

(a) identify the record to which it relates by:

(i) the file number assigned to the initial financing statement to which the record relates; and

(ii) if the information statement relates to a record filed in a filing office described in 30-9A-501(1)(a), the date that the initial financing statement was filed and the information specified in 30-9A-502(2);

(b) indicate that it is an information statement; and

(c) provide the basis for the person's belief that the person that filed the record was not entitled to do so under 30-9A-509(4).

~~(3)~~(5) The filing of a correction an information statement does not affect the effectiveness of an initial financing statement or other filed record."

Section 17. Section 30-9A-521, MCA, is amended to read:

"30-9A-521. Uniform form of written financing statement and amendment. (1) A filing office that accepts written records may not refuse to accept a written initial financing statement in the ~~model~~ form and format adopted by the secretary of state set forth in the official text of the 2010 amendments to Article 9 of the Uniform Commercial Code promulgated by The American Law Institute and the National Conference of Commissioners on Uniform State Laws, except for a reason set forth in ~~30-9A-502 and~~ 30-9A-516(2).

(2) A filing office that accepts written records may not refuse to accept a written record in the ~~model~~ form and format adopted by the secretary of state set forth as Form UCC3 and Form UCC3Ad in the final official text of the 2010 amendments to Article 9 of the Uniform Commercial Code promulgated by The American Law Institute and the National Conference of Commissioners on Uniform State Laws, except for a reason set forth in ~~30-9A-502 and~~ 30-9A-516(2)."

Section 18. Section 30-9A-607, MCA, is amended to read:

"30-9A-607. Collection and enforcement by secured party. (1) If so agreed, and in any event on default, a secured party:

(a) may notify an account debtor or other person obligated on collateral to make payment or otherwise render performance to or for the benefit of the secured party;

(b) may take any proceeds to which the secured party is entitled under 30-9A-315;

(c) may enforce the obligations of an account debtor or other person obligated on collateral and exercise the rights and remedies of the debtor with respect to the obligation of the account debtor or other person obligated on collateral to make payment or otherwise render performance to the debtor and with respect to any property that secures the obligations of the account debtor or other person obligated on the collateral;

(d) if it holds a security interest in a deposit account perfected by control under 30-9A-104(1)(a), may apply the balance of the deposit account to the obligation secured by the deposit account; and

(e) if it holds a security interest in a deposit account perfected by control under 30-9A-104(1)(b) or (1)(c), may instruct the bank to pay the balance of the deposit account to or for the benefit of the secured party.

(2) If necessary to enable a secured party to exercise under subsection (1)(c) the right of a debtor to enforce nonjudicially any mortgage, the secured party may record in the office in which the mortgage is recorded:

(a) a copy of the security agreement that creates or provides for a security interest in the obligation secured by the mortgage; and

(b) the secured party's sworn affidavit in recordable form stating that:

(i) a default has occurred with respect to the obligation secured by the mortgage; and

(ii) the secured party is entitled to enforce the mortgage nonjudicially.

(3) A secured party shall proceed in a commercially reasonable manner if the secured party:

(a) undertakes to collect from or enforce an obligation of an account debtor or other person obligated on collateral; and

(b) is entitled to charge back uncollected collateral or otherwise to full or limited recourse against the debtor or a secondary obligor.

(4) A secured party may deduct from the collections made pursuant to subsection (3) reasonable expenses of collection and enforcement, including reasonable attorneys fees and legal expenses incurred by the secured party.

(5) This section does not determine whether an account debtor, bank, or other person obligated on collateral owes a duty to a secured party."

Section 19. Security interest perfected before effective date. (1) A security interest that is a perfected security interest immediately before [the effective date of this act] is a perfected security interest under this chapter if, on [the effective date of this act], the applicable requirements for attachment and perfection under this chapter are satisfied without further action.

(2) Except as otherwise provided in [section 20], if, immediately before [the effective date of this act], a security interest is a perfected security interest, but the applicable requirements for perfection under this chapter are not satisfied on [the effective date of this act], the security interest remains perfected thereafter only if the applicable requirements for perfection under this chapter are satisfied within 1 year after [the effective date of this act].

Section 20. Security interest unperfected before effective date. A security interest that is an unperfected security interest immediately before [the effective date of this act] becomes a perfected security interest:

(1) without further action on [the effective date of this act] if the applicable requirements for perfection under this chapter are satisfied before or at that time; or

(2) when the applicable requirements for perfection are satisfied if the requirements are satisfied after that time.

Section 21. Effectiveness of action taken before effective date. (1) The filing of a financing statement before [the effective date of this act] is effective to perfect a security interest to the extent the filing would satisfy the applicable requirements for perfection under this chapter.

(2) This chapter does not render ineffective an effective financing statement that, before [the effective date of this act], is filed and satisfies the applicable requirements for perfection under the law of the jurisdiction governing perfection as provided in former chapter 9A. However, except as otherwise provided in [section 22] and subsections (3) and (4) of this section, the financing statement ceases to be effective:

(a) if the financing statement is filed in this state, at the time the financing statement would have ceased

to be effective had [this act] not taken effect; or

(b) if the financing statement is filed in another jurisdiction, at the earlier of:

(i) the time the financing statement would have ceased to be effective under the law of that jurisdiction;

or

(ii) June 30, 2018.

(3) The filing of a continuation statement after [the effective date of this act] does not continue the effectiveness of a financing statement filed before [the effective date of this act]. However, upon the timely filing of a continuation statement after [the effective date of this act] and in accordance with the law of the jurisdiction governing perfection as provided in this chapter, the effectiveness of a financing statement filed in the same office in that jurisdiction before [the effective date of this act] continues for the period provided by the law of that jurisdiction.

(4) Subsection (2)(b)(ii) applies to a financing statement that, before [the effective date of this act], is filed against a transmitting utility and satisfies the applicable requirements for perfection under the law of the jurisdiction governing perfection as provided in former chapter 9A, only to the extent that this chapter provides that the law of a jurisdiction other than the jurisdiction in which the financing statement is filed governs perfection of a security interest in collateral covered by the financing statement.

(5) A financing statement that includes a financing statement filed before [the effective date of this act] and a continuation statement filed after [the effective date of this act] is effective only to the extent that it satisfies the requirements of Title 30, chapter 9A, part 5, for an initial financing statement. A financing statement that indicates that the debtor is a decedent's estate indicates that the collateral is being administered by a personal representative within the meaning of 30-9A-503(1)(b). A financing statement that indicates that the debtor is a trust or is a trustee acting with respect to property held in trust indicates that the collateral is held in a trust within the meaning of 30-9A-503(1)(c).

Section 22. When initial financing statement suffices to continue effectiveness of financing statement. (1) The filing of an initial financing statement in the office specified in 30-9A-501 continues the effectiveness of a financing statement filed before [the effective date of this act] if:

(a) the filing of an initial financing statement in that office would be effective to perfect a security interest under this chapter.

- (b) the pre-effective-date financing statement was filed in an office in another state; and
- (c) the initial financing statement satisfies subsection (3).

(2) The filing of an initial financing statement under subsection (1) continues the effectiveness of the pre-effective-date financing statement:

(a) if the initial financing statement is filed before [the effective date of this act], for the period provided in former 30-9A-515 with respect to an initial financing statement; and

(b) if the initial financing statement is filed after [the effective date of this act], for the period provided in 30-9A-515 with respect to an initial financing statement.

(3) To be effective for purposes of subsection (1), an initial financing statement must:

(a) satisfy the requirements of Title 30, chapter 9A, part 5, for an initial financing statement;

(b) identify the pre-effective-date financing statement by indicating the office in which the financing statement was filed and providing the dates of filing and file numbers, if any, of the financing statement and of the most recent continuation statement filed with respect to the financing statement; and

(c) indicate that the pre-effective-date financing statement remains effective.

Section 23. Amendment of pre-effective-date financing statement. (1) In this section, "pre-effective-date financing statement" means a financing statement filed before [the effective date of this act].

(2) After [the effective date of this act], a person may add or delete collateral covered by, continue or terminate the effectiveness of, or otherwise amend the information provided in a pre-effective-date financing statement only in accordance with the law of the jurisdiction governing perfection as provided in Title 30, chapter 9A. However, the effectiveness of a pre-effective-date financing statement also may be terminated in accordance with the law of the jurisdiction in which the financing statement is filed.

(3) Except as otherwise provided in subsection (4), if the law of this state governs perfection of a security interest, the information in a pre-effective-date financing statement may be amended after [the effective date of this act] only if:

(a) the pre-effective-date financing statement and an amendment are filed in the office specified in section 30-9A-501;

(b) an amendment is filed in the office specified in section 30-9A-501 concurrently with, or after the filing in that office of, an initial financing statement that satisfies [section 22(3)]; or

(c) an initial financing statement that provides the information as amended and satisfies [section 22(3)] is filed in the office specified in 30-9A-501.

(4) If the law of this state governs perfection of a security interest, the effectiveness of a pre-effective-date financing statement may be continued only under [section 21(3)] and [section 21(5)] or [section 22].

(5) Whether or not the law of this state governs perfection of a security interest, the effectiveness of a pre-effective-date financing statement filed in this state may be terminated after [the effective date of this act] by filing a termination statement in the office in which the pre-effective-date financing statement is filed unless an initial financing statement that satisfies [section 22(3)] has been filed in the office specified by the law of the jurisdiction governing perfection as provided in Title 30, chapter 9A, as the office in which to file a financing statement.

Section 24. Person entitled to file initial financing statement or continuation statement. A person may file an initial financing statement or a continuation statement under [sections 19 through 25] if:

- (1) the secured party of record authorizes the filing; and
- (2) the filing is necessary under this part:
 - (a) to continue the effectiveness of a financing statement filed before [the effective date of this act]; or
 - (b) to perfect or continue the perfection of a security interest.

Section 25. Priority. This chapter determines the priority of conflicting claims to collateral. However, if the relative priorities of the claims were established before [the effective date of this act], Title 30, former chapter 9A, determines priority.

Section 26. Savings provisions. (1) Except as otherwise provided in [sections 19 through 25], this chapter applies to a transaction or lien within its scope, even if the transaction or lien was entered into or created before [the effective date of this act].

(2) This chapter does not affect an action, case, or proceeding commenced before [the effective date of this act].

Section 27. Codification instruction. [Sections 19 through 25] are intended to be codified as an integral part of Title 30, chapter 9A, and the provisions of Title 30, chapter 9A, apply to [sections 19 through 25].

Section 28. Effective date. [This act] is effective July 1, 2013.

- END -

I hereby certify that the within bill,
HB 0212, originated in the House.

Chief Clerk of the House

Speaker of the House

Signed this _____ day
of _____, 2013.

President of the Senate

Signed this _____ day
of _____, 2013.

HOUSE BILL NO. 212

INTRODUCED BY KNUDSEN, SONJU

AN ACT GENERALLY REVISING THE UNIFORM COMMERCIAL CODE; REVISING AND ADDING CERTAIN DEFINITIONS; CLARIFYING CONTROL OF ELECTRONIC CHATTEL PAPER; CLARIFYING THE LOCATION OF A DEBTOR; SPECIFYING THE EFFECT ON COLLATERAL OF A SECURITY INTEREST ATTACHING IF THE DEBTOR CHANGES ITS LOCATION; SPECIFYING THE EFFECT OF A FINANCING STATEMENT IF THERE IS AN ORIGINAL AND A NEW DEBTOR IN SEPARATE JURISDICTIONS; CLARIFYING CERTAIN INTERESTS THAT TAKE FREE OF A SECURITY INTEREST; REVISING THE PRIORITY OF SECURITY INTERESTS CREATED BY A NEW DEBTOR; CLARIFYING THE EFFECT OF TERMS IN AN AGREEMENT OR PROMISSORY NOTE; CLARIFYING WHETHER A MORTGAGE RECORD IS EFFECTIVE AS A FINANCING STATEMENT; CLARIFYING WHETHER A FINANCING STATEMENT SUFFICIENTLY PROVIDES THE NAME OF A DEBTOR; CLARIFYING THE SUFFICIENCY OF A DECEDENT'S NAME; CLARIFYING THE EFFECT OF CERTAIN EVENTS ON THE EFFECTIVENESS OF A FINANCING STATEMENT; CLARIFYING THE OCCURRENCE OF A FILING WITH RESPECT TO CERTAIN RECORDS; ALLOWING A SECURITY PARTY OF RECORD TO FILE AN INFORMATION STATEMENT; CLARIFYING THE UNIFORM FORM OF A WRITTEN FINANCING STATEMENT; CLARIFYING CERTAIN SECURED PARTY ENFORCEMENT RIGHTS; PROVIDING FOR THE DISPOSITION OF UNPERFECTED AND PERFECTED SECURITY INTERESTS; PROVIDING FOR THE EFFECTIVENESS OF CERTAIN ACTIONS; PROVIDING FOR THE EFFECTIVENESS OF AN INITIAL FINANCING STATEMENT; PROVIDING FOR THE EFFECT OF AMENDMENTS TO A PRE-EFFECTIVE-DATE FINANCING STATEMENT; ALLOWING CERTAIN PARTIES TO FILE AN INITIAL FINANCING STATEMENT OR CONTINUATION STATEMENT; DETERMINING THE PRIORITY OF CONFLICTING COLLATERAL CLAIMS; AMENDING SECTIONS 30-2A-103, 30-9A-102, 30-9A-105, 30-9A-307, 30-9A-311, 30-9A-316, 30-9A-317, 30-9A-326, 30-9A-406, 30-9A-408, 30-9A-502, 30-9A-503, 30-9A-507, 30-9A-515, 30-9A-516, 30-9A-518, 30-9A-521, AND 30-9A-607, MCA; AND PROVIDING AN EFFECTIVE DATE.