# SENATE FILE DOZI,

AN ACT to amend W.S. 34-21-805(b), 34-21-806(a) introductory paragraph, 34-21-821(a) (i) and (iii) and (c), 34-21-823(a) (i), 34-21-825(a) introductory paragraph, 34-21-827(a) introductory paragraph, 34-21-827(a) introductory paragraph, 34-21-845(g) introductory paragraph and (h), 34-21-846, 34-21-852(b), 34-21-853(b) (i) and (ii), 34-21-854(c), 34-21-856(e), 34-21-859(c), 34-21-860(b), 34-21-871(a) (i) and (iv) and (d), 34-21-903(a) (iv) (C), 34-21-904(a) (v), (vii) and (viii), 34-21-905(a) (vi) and (b), 34-21-922(a) introductory paragraph, 34-21-931(a) (vi), 34-21-933(a), (d) and (e) introductory paragraph, 34-21-934, 34-21-935(d) (iv) (B), 34-21-941(a) and (g), 34-21-942(a) (ii), 34-21-951(a) and 34-21-953(a) relating to the Uniform Commercial Code, Article 8 and Article 9; correcting internal citations to the Wyoming Statutes and to the sections of the uniform act; correcting punctuation and printing errors; adding definitional or qualifying words and phrases in W.S. 34-21-806(a), 34-21-821(c), 34-21-825(a), 34-21-846, 34-21-852(b), 34-21-854(c), 34-21-806(a), 34-21-904(a) (v), 34-21-922(a), 34-21-931(a) (vi), 34-21-933(a), (d) and (e), and providing for an effective date.

Introduced by: David & calcolor

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To Com No.	To Com No.
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#### STATE OF WYOMING

84LSO-0123.01

SENATE FILE NO. 0071

Revisors bill - Uniform Commercial Code.

Sponsored by:

Senator(s) NICHOLAS

A BILL

for

1 AN ACT to amend W.S. 34-21-805(b), 34-21-806(a) introductory paragraph, 34-21-821(a)(i) and (iii) and (c), 2 3 34-21-823(a)(i), 34-21-825(a) introductory paragraph, 34-21-827(a) introductory paragraph, 34-21-840(a), 4 34-21-845(g) introductory paragraph and (h), 34-21-846, 5 6 34-21-852(b), 34-21-853(b)(i) and (ii), 34-21-854(c), 7 34-21-856(e), 34-21-859(c), 34-21-860(b), 34-21-871(a)(i)and (iv) and (d), 34-21-903(a)(iv)(C), 34-21-904(a)(v), 8 (vii) and (viii), 34-21-905(a)(vi) and (b), 34-21-922(a) 9 introductory paragraph, 34-21-931(a)(vi), 34-21-933(a), 10 11 (d) and (e) introductory paragraph, 34-21-934,

- 1 34-21-935(d)(iv)(B), 34-21-941(a) and (g),
- 2 34-21-942(a)(ii), 34-21-951(a) and 34-21-953(a) relating
- 3 to the Uniform Commercial Code, Article 8 and Article 9;
- 4 correcting internal citations to the Wyoming Statutes and
- 5 to the sections of the uniform act; correcting punctuation
- 6 and printing errors; adding definitional or qualifying
- 7 words and phrases in W.S. 34-21-806(a), 34-21-821(c),
- 8 34-21-825(a), 34-21-846, 34-21-852(b), 34-21-854(c),
- 9 34-21-871(d), 34-21-904(a)(v), 34-21-922(a),
- 34-21-931(a)(vi), 34-21-933(a), (d) and (e), 34-21-934,
- 34-21-941(g) and 34-21-953(a) to conform to language of
- the uniform act; and providing for an effective date.

#### 13 Be It Enacted by the Legislature of the State of Wyoming:

- 14 Section 1. W.S. 34-21-805(b), 34-21-806(a) intro-
- 15 ductory paragraph, 34-21-821(a)(i) and (iii) and (c),
- 16 34-21-823(a)(i), 34-21-825(a) introductory paragraph,
- 17 34-21-827(a) introductory paragraph, 34-21-840(a),
- 18 34-21-845(g) introductory paragraph and (h), 34-21-846,
- 19 34-21-852(b), 34-21-853(b)(i) and (ii), 34-21-854(c),
- 20 34-21-856(e), 34-21-859(c), 34-21-860(b), 34-21-871(a)(i)
- 21 and (iv) and (d), 34-21-903(a)(iv)(C), 34-21-904(a)(v),
- 22 (vii) and (viii), 34-21-905(a)(vi) and (b), 34-21-922(a)
- 23 introductory paragraph, 34-21-931(a)(vi), 34-21-933(a),

- 1 (d) and (e) introductory paragraph, 34-21-934,
- 34-21-935(d)(iv)(B), 34-21-941(a) and (g),
- 3 34-21-942(a)(ii), 34-21-951(a) and 34-21-953(a) are
- 4 amended to read:
- 5 34-21-805. Certificated securities negotiable;
- 6 statements and instructions not negotiable; presumptions
- 7 (8-105).
- 8 (b) Statements (W.S. 34-21-874-(8-495) 34-21-877
- 9 (8-408)), notices or the like, sent by the issuer of
- uncertificated securities and instructions (W.S. 34-21-847
- 11 (8-308)) are neither negotiable instruments nor certifi-
- 12 cated securities.
- 13 34-21-806. Applicability (8-106).
- 14 (a) The law (including the conflict of laws rules)
- of the jurisdiction of organization of the issuer governs
- 16 the validity of a security, the effectiveness of registra-
- 17 tion by the issuer, and the rights and duties OF THE
- 18 ISSUER with respect to:
- 19 34-21-821. Issuer's responsibility and defenses;
- 20 notice of defect or defense (8-202).
- 21 (a) Even against a purchaser for value and without

- 1 notice, the terms of a security include:
- 2 (i) If the security is certificated, those
- 3 stated on the security;
- 4 (iii) Those made part of the security by 5 reference, on the certificated security or in the initial
- 6 transaction statement, to another instrument, indenture,
- 7 or document or to a constitution, statute, ordinance,
- 8 rule, regulation, order or the like to the extent that the
- 9 terms referred to do not conflict with the terms stated on
- 10 the certificated security or contained in the statement.
- 11 Such A reference under this paragraph does not of itself
- 12 charge a purchaser for value with notice of a defect going
- 13 to the validity of the security even though the certifi-
- 14 cated security or statement expressly states that a person
- 15 accepting it admits notice.
- 16 (c) Except as provided in the case of certain
- unauthorized signatures (W.S. 34-21-824 (8-205)), lack of
- 18 genuineness of a certificated security or an initial
- 19 transaction STATEMENT is a complete defense, even against
- 20 a purchaser for value and without notice.
- 21 34-21-823. Effect of issuer's restrictions on trans-
- 22 <u>fer (8-204).</u>

1	( 8	a) A	restric	ction on	transfer	of a	secui	city i	mposed
2	by the	issue	r, even	though	otherwise	lawf	ul is	ineff	ective

- 3 against any person without actual knowledge of it unless:
- 4 (i) The security is certificated and the
- 5 restriction is noted conspicuously thereon; OR
- 6 34-21-825. Completion or alteration of certificated
- 7 security or initial transaction statement (8-206).
- 8 (a) IF  $\underline{a}$  certificated security contains the
- 9 signatures necessary to its issue or transfer but is
- 10 incomplete in any other respect:
- 11 34-21-827. Effect of signature of authenticating
- trustee, registrar or transfer agent (8-208).
- 13 (a) A person placing his signature upon a certifi-
- 14 cated security or an initial transaction statement as
- 15 authenticating trustee, registrar, transfer agent or the
- 16 like, warrants to a purchaser for value of the certifi-
- 17 cated security or a purchaser for value of an
- 18 uncertificated security to whom the initial transaction
- 19 statement has been sent, if the purchaser is without
- 20 notice of the particular defect, that:
- 21 34-21-840. Rights acquired by purchaser (8-301).

- 1 (a) Upon transfer of a security to a purchaser (W.S.
- 2 34-21-852 (8-313)), the purchaser acquires the rights in
- 3 the security which his transferor had or had actual
- 4 authority to convey unless the purchaser's rights are lim-
- 5 ited by W.S.  $34-21-841(\underline{d})$   $(8-302)(\underline{4})$ .
- 6 34-21-845. Warranties on presentment and transfer of
- 7 certificated securities; warranties of originators of
- 8 instructions (8-306).
- 9 (g) A person who originates an instruction warrants
- 10 to a purchaser for value and to any person guaranteeing
- 11 the instruction (W.S. 34-21-852(f) 34-21-851(f) (8-312(6))
- 12 that:
- 13 (h) If a secured party is the registered pledgee or
- 14 the registered owner of an uncertificated security, a
- 15 person who originates an instruction of release or trans-
- 16 fer to the debtor or, after payment and on order of the
- 17 debtor, a transfer instruction to a third person, warrants
- 18 to the debtor or the third person only that he is an
- 19 appropriate person to originate the instruction and at the
- 20 time the instruction is presented to the issuer, the
- 21 transferor will be entitled to the registration of release
- or transfer. If a transfer instruction to a third person

- who is a purchaser for value is originated on order of the
- 2 debtor, the debtor makes to the purchaser the warranties
- of paragraphs (ii), (iii)(A)-and (B) AND (C) of subsection
- 4 (g) of this section.
- 5 34-21-846. Effect of delivery without endorsement;
- 6 right to compel endorsement (8-307). IF a certificated
- 7 security in registered form has been delivered to a pur-
- 8 chaser without a necessary endorsement he may become a
- 9 bona fide purchaser only as of the time the endorsement is
- 10 supplied; but against the transferor, the transfer is com-
- 11 plete upon delivery and the purchaser has a specifically
- 12 enforceable right to have any necessary endorsement sup-
- 13 plied.
- 14 34-21-852. When transfer to purchaser occurs; finan-
- 15 cial intermediary as bona fide purchaser; financial inter-
- 16 mediary (8-313).
- 17 (b) The purchaser is the owner of a security held
- 18 for him by a financial intermediary, but cannot be a bona
- 19 fide purchaser of a security SO HELD except in the circum-
- 20 stances specified in paragraphs (iii), (iv)(A) and
- 21 (vii) of subsection (a) of this section. If a security so
- 22 held is part of a fungible bulk, as in the circumstances
- 23 specified in paragraphs (iv)(B) and (C) of subsection (a)

- of this section, the purchaser is the owner of a propor-
- 2 tionate property interest in the fungible bulk.
- 3 34-21-853. Duty to transfer, when completed (8-314).
- 4 (b) Except as provided in this section and unless
- 5 otherwise agreed, a transferor's duty to transfer a secur-
- 6 ity under a contract of purchase is not fulfilled until
- 7 he:
- 8 (i) Places A CERTIFICATED security in form to
- 9 be negotiated by the purchaser in the possession of the
- 10 purchaser or of a person designated by the purchaser;
- 11 (ii) Causes an uncertificated security to be
- 12 registered in the name of the purchaser or a person desig-
- 13 nated by the purchaser; OR
- 14 34-21-854. Action against transferee based upon
- wrongful transfer (8-315).
- 16 (c) The right to obtain or reclaim possession of a
- 17 certificated security or to compel the origination of a
- 18 transfer instruction may be specifically enforced and
- 19 transfer of a certificated or uncertificated security
- 20 enjoined and A CERTIFICATED security impounded pending the
- 21 litigation.

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#### 1 34-21-856. Creditors' rights (8-317).

- 2 (e) Unless otherwise provided by law, a creditor's 3 lien upon the interest of a debtor in a security obtained pursuant to subsections SUBSECTION (c) and OR (d) of this 4 5 section is not a restraint on the transfer of the security, free of the lien, to a third party for new value; but 6 7 in the event of a transfer, the lien applies to the pro-8 ceeds of the transfer in the hands of the secured party or 9 financial intermediary, subject to any claims having priority. 10
- 11 34-21-859. Transfer or pledge within a central depository system (8-320).
  - (c) A transfer under this section is effective (W.S. 34-21-852 (8-313)) and the purchaser acquires the rights of the transferor (W.S. 34-21-840 (8-301)). A pledge or release under this section is the transfer of a limited interest. If a pledge or the creation of a security interest is intended, the security interest is perfected at the time when both value is given by the pledgee and the appropriate entries are made (W.S. 34-21-860 (8-321)). A transferee or pledgee under this section may be a bona fide purchaser (W.S. 34-21-842 34-21-841 (8-302)).

- 1 34-21-860. Enforceability; attachment; perfection 2 and termination of security interests (8-321).
- 3 (b) A security interest so transferred pursuant to agreement by a transferor who has rights in the security 4 to a transferee who has given value is a perfected secur-5 ity interest, but a security interest that has been trans-6 7 ferred solely under W.S. 34-21-852(a)(i)(A)34-21-852(a)(ix) (8-313(1)(h), (i) OR (j)) becomes unper-8 9 fected after twenty-one (21) days unless, within that 10 time, the requirements for transfer under any other provision of W.S. 34-21-852(a) (8-313(1)) are satisfied. 11
- 12 34-21-871. Assurance that endorsements and instruc-13 tions are effective (8-402).
- (a) The issuer may require the following assurance that each necessary endorsement of a certificated security or each instruction (W.S. 34-21-847 (8-308)) is genuine and effective:
- (i) In all cases, a guarantee of the signature

  (W.S. 34-21-851(a) or (b) (8-312(1) OR (2)) of the person

  endorsing a certificated security or originating an

  instruction including, in the case of an instruction, a

  warranty of the taxpayer identification number or, in the

- 1 absence thereof, other reasonable assurance of identity;
- 2 (iv) If there is more than one (1) fiduciary,
- 3 reasonable assurance that all who are required to sign
- 4 have done so; AND
- (d) The issuer may elect to require reasonable assurance beyond that specified in this section, but if it does so, and for a purpose other than that specified in paragraph (c)(ii) of this subsection both requires and obtains a copy of a will, trust, indenture, articles of copartnership, bylaws or other controlling instrument it
- 11 is charged with notice of all matters contained therein
- 12 affecting the transfer, PLEDGE OR RELEASE.
- 13 34-21-903. Perfection of security interests in mul-
- tiple state transactions (9-103).
- 15 (a) Documents, instruments and ordinary goods:
- 16 (iv) When collateral is brought into and kept
- in this state while subject to a security interest per-
- 18 fected under the law of the jurisdiction from which the
- 19 collateral was removed, the security interest remains per-
- 20 fected, but if action is required by part 3 of this arti-
- 21 cle to perfect the security interest:

- 1 (C) For the purpose of priority over a
- buyer of consumer goods (W.S. 34-21-936(b)) (9-307(2)),
- 3 the period of the effectiveness of a filing in the juris-
- 4 diction from which the collateral is removed is governed
- 5 by the rules with respect to perfection in subparagraphs
- 6 (A) and (B) of this subsection.
- 7 34-21-904. Transactions excluded from article
- 8 (9-104).
- 9 (a) This article does not apply:
- 10 (v) To a transfer by a government or govern-
- 11 mental SUBDIVISION OR agency;
- 12 (vii) To a transfer of an interest or claim in
- or under any policy of insurance, except as provided with
- 14 respect to proceeds (W.S. 34-21-934--(9-305)) 34-21-935
- 15 (9-306)) and priorities in proceeds (W.S. 34-21-941
- 16 (9-312));
- 17 (viii) To a right represented by a judgment
- 18 (other than a judgment taken on a right to payment which
- 19 has WAS collateral);
- 20 34-21-905. Definitions and index of definitions
- 21 (9-105).

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(a) In this article unless the context otherwise
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2
     requires:
                (vi) "Document" means document of title as
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     defined in the general definitions of article 1 (W.S.
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5
     34-21-120 (1-201)), and a receipt of the kind described in
     W.S. 34-21-120(b)-(1-201(2)) 34-21-710(b) (7-201(2));
6
          (b) Other definitions applying to this article and
7
     the sections in which they appear are:
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 9
          "Account".
                                       W.S. 34-21-906 (9-106).
10
          "Attach".
                                       W.S. 34-21-922 (9-203).
11
          "Construction mortgage". W.S. 34-21-942(a)(iii)
12
                                                 (9-313(1)(c)).
          "Consumer goods".
                                          W.S. 34-21-909(a)(i)
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                                                    (9-109(1)).
14
          "Equipment". W.S. 34-21-909(b)(a)(ii) (9-109(2)).
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16
          "Farm products".W.S. 34-21-909(e)(a)(iii) (9-109(3)).
                                       W.S. 34-21-942 (9-313).
17
          "Fixture".
          "Fixture filing".
                                       W.S. 34-21-942 (9-313).
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"General intangibles". W.S. 34-21-906 (9-106).
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          "Inventory". W.S. 34-21-909(d)(a)(iv) (9-109(4)).
2
          "Lien creditor". W.S. 34-21-930(c) (9-301(3)).
3
                               W.S. 34-21-935(a) (9-306(1)).
          "Proceeds".
4
          "Purchase money
5
            security interest". W.S. 34-21-907 (9-107).
6
7
          "United States".
                                      W.S. 34-21-903 (9-103).
          34-21-922. Enforceability of security interest; pro-
8
     ceeds, formal reguisites (9-203).
9
          (a) Subject to the provisions of W.S. 34-21-427
10
     (4-208) on the security interest of a collecting bank,
11
     W.S. 34-21-860 (8-321) ON SECURITY INTERESTS
12
     SECURITIES, and W.S. 34-21-913 (9-113) on a security
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     interest arising under the article on sales, a security
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     interest is not enforceable against the debtor or third
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     parties with respect to the collateral and does not attach
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     unless:
          34-21-931. When filing is required to perfect secur-
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     ity interest; security interests to which filing provi-
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     sions of this article do not apply (9-302).
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- 1 (a) A financing statement must be filed to perfect
  2 all security interests except the following:
- 3 (vi) A security interest of a collecting bank
- 4 (W.S. 34-21-427 (4-208)) OR IN SECURITIES (W.S. 34-21-860
- 5 (8-321)) or arising under the article on sales (see W.S.
- 6 34-21-913 (9-113)) or covered in subsection (c) of this
- 7 section.
- 8 34-21-933. Perfection of security interest in
- 9 instruments, documents and goods covered by documents;
- 10 perfection by permissive filing; temporary perfection
- 11 without filing or transfer of possession (9-304).
- 12 (a) A security interest in chattel paper or negotia-
- 13 ble documents may be perfected by filing. A security
- 14 interest in money or instruments (other than instruments
- which constitute part of chattel paper) can be perfected
- only by the secured party's taking possession, except as
- 17 provided in subsections (d) and (e) of this section and
- 18 W.S. 34-21-935(b) and (c) (9-306(2) and (3)) ON PROCEEDS.
- 19 (d) A security interest in instruments (OTHER THAN
- 20 CERTIFICATED SECURITIES) or negotiable documents is per-
- 21 fected without filing or the taking of possession for a
- 22 period of twenty-one (21) days from the time it attaches

- to the extent that it arises for a new value given under a written security agreement.
- (e) A security interest remains perfected for a period of twenty-one (21) days without filing where a secured party having a perfected security interest in an instrument (OTHER THAN A CERTIFICATED SECURITY), a negotiable document or goods in possession of a bailee other than one who has issued a negotiable document therefor:
- 9 34-21-934. When possession by secured party perfects security interest without filing (9-305). A security 10 interest in letters of credit and advices of credit W.S. 11 34-21-516(b)(i) (5-116(2)(a)), 12 34-5-516(b)(i)instruments (OTHER THAN CERTIFICATED SECURITIES), money, 13 negotiable documents or chattel paper may be perfected by 14 the secured party's taking possession of the collateral. 15 If such collateral other than goods covered by a negotia-16 ble document is held by a bailee, the secured party is 17 deemed to have possession from the time the bailee 18 receives notification of the secured party's interest. A 19 security interest is perfected by possession from the time 20 possession is TAKEN WITHOUT RELATION BACK AND CONTINUES 21 ONLY SO LONG AS POSSESSION IS retained, unless otherwise 22 specified in this article. The security interest may be 23

- otherwise perfected as provided in this article before or
- 2 after the period of possession by the secured party.
- 3 34-21-935. "Proceeds"; secured party's rights on disposition of collateral (9-306).
- 5 (d) In the event of insolvency proceedings insti-6 tuted by or against a debtor, a secured party with a per-7 fected security interest in proceeds has a perfected 8 security interest only in the following proceeds:
- 9 (iv) In all cash and deposit accounts of the debtor, in which proceeds have been commingled with other 11 funds, but the perfected security interest under this paragraph is:
- 13 (B) Limited to an amount not greater 14 than the amount of any cash proceeds received by the debtor within ten (10) days before the institution of the 15 insolvency proceedings less the sum of (I) the payments to 16 the secured party on account of cash proceeds received by 17 the debtor during such period and (II) the cash proceeds 18 received by the debtor during such period to which the 19 secured party is entitled under paragraphs (i) and-(ii) 20 THROUGH (iii) of this subsection. 21
- 22 34-21-941. Priorities among conflicting security

### interests in the same collateral (9-312).

- 2 (a) The rules of priority stated in other sections of this part and in the following sections shall govern 3 when applicable: W.S. 34-21-427 (4-208) with respect to 4 5 the security interest of collecting banks in items being collected, accompanying documents and proceeds; W.S. 6 7 34-21-903 9-301 (9-103) on security interests related to 8 other jurisdictions; and W.S. 34-21-914 (9-114) on consignments. 9
- 10 If future advances are made while a security interest is perfected by filing or the taking of posses-11 sion OR UNDER W.S. 34-21-860 (8-321) ON SECURITIES, the 12 security interest has the same priority for the purposes 13 of subsection (e) of this section with respect to the 14 future advances as it does with respect to the first 15 16 advance. If a commitment is made before or while the security interest is so perfected, the security interest 17 has the same priority with respect to advances made pur-18 suant thereto. In other cases a perfected security inter-19 est has priority from the date the advance is made. 20
- 21 34-21-942. Priority of security interests in fix-22 tures (9-313).

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- 1 (a) In this section and in the provisions of part 4 2 of this article referring to fixture filing, unless the
- 3 context otherwise requires:
- (ii) A "fixture filing" is the filing in the
  office where a mortgage on the real estate would be filed
  or recorded of a financing statement covering goods which
  are or are to become fixtures and conforming to the
  requirements of W.S. 34-21-951(e) (9-402)(5));
- 9 <u>34-21-951. Formal requisites of financing statement;</u> 10 amendments; mortgage as financing statement (9-402).
  - (a) A financing statement is sufficient if it gives the names of the debtor and the secured party, is signed by the debtor, gives an address of the secured party from which information concerning the security interest may be obtained, gives a mailing address of the debtor and contains a statement indicating the types, or describing the items, of collateral. A financing statement may be filed before a security agreement is made or a security interest otherwise attaches. When the financing statement covers crops growing or to be grown, a statement must also contain a description of the real estate concerned. When the financing statement covers timber to be cut or covers minerals or the like (including oil and gas) or accounts

- subject to W.S. 34-21-903(e) (9-103(5)), or when the 1 financing statement is filed as a fixture filing (W.S. 2 34-21-941 34-21-942 (9-313)) and the collateral is goods 3 4 which are or are to become fixtures, the statement must 5 also comply with W.S. 34-21-903(e) (9-103(5)). A copy of the security agreement is sufficient as a financing state-6 ment if it contains the above information and is signed by 7 8 the debtor. A carbon, photographic or other reproduction 9 of a security agreement or a financing statement is suffi-10 cient as a financing statement if the security agreement so provides or if the original has been filed with-the IN 11 THIS state. 12
- 13 <u>34-21-953</u>. <u>Termination statement (9-404)</u>.
- 14 (a) If a financing statement covering consumer goods is filed on or after July 1, 1983, then within one (1) 15 month or within ten (10) days following written demand by 16 the debtor after there is no outstanding secured obli-17 gation and no commitment to make advances, incur obli-18 19 gations or otherwise give value, the secured party must file with each filing officer with whom the financing 20 statement was filed, a termination statement to the effect 21 22 that he no longer claims a security interest under the financing statement, which shall be identified by file 23

number. In other cases whenever there is no outstanding 1 secured obligation and no commitment to make advances, 2 3 incur obligations or otherwise give value, the secured party shall, on written demand by the debtor, send the 4 debtor for each filing officer a--termination--statement 5 6 with whom the financing statement was filed, A TERMINATION STATEMENT to the effect that he no longer claims a secur-7 8 ity interest under the financing statement, which shall be 9 identified by file number. A termination statement signed by a person other than the secured party of record must be 10 accompanied by a SEPARATE WRITTEN statement of assignment 11 12 signed by the secured party of record complying with W.S. 34-21-954(b) (9-405(2)), including payment of the required 13 14 If the affected secured party fails to file such a 15 termination statement as required by this subsection, 16 to send such a termination statement within ten (10) days after proper demand therefor he shall be liable to the 17 debtor for one hundred dollars (\$100.00), and in addition 18 for any loss caused to the debtor by such failure. 19

Section 2. This act is effective June 5, 1984.

21 (END)

5F71

Revisors	bill	_	Uniform	Commercial	Code.

84LSO- 0123.L1

## FISCAL NOTE

Anticipated REVENUE to:	Fiscal Year 19	Fiscal Year 19
TOTAL ESTIMATED REVENUE		·
Anticipated COST to:	Fiscal Year 19	Fiscal Year 19
TOTAL ESTIMATED COST		

No apparent fiscal or personnel impact.