

1 (2) **APPLICABLE CONSUMER LAWS AND OTHER LAW.** A transaction subject to this
2 chapter is subject to any applicable rule of law which establishes a different rule for
3 consumers and to chs. 138, 421 to 427 and 429 and s. 182.025.

4 (3) **OTHER APPLICABLE LAW CONTROLS.** In case of conflict between this chapter
5 and a rule of law, statute or rule described in sub. (2), the rule of law, statute or rule
6 controls. Failure to comply with a statute or rule described in sub. (2) has only the
7 effect the statute or rule specifies.

8 (4) **FURTHER DEFERENCE TO OTHER APPLICABLE LAW.** This chapter does not:

9 (a) Validate any rate, charge, agreement or practice that violates a rule of law,
10 statute or rule described in sub. (2); or

11 (b) Extend the application of the rule of law, statute or rule to a transaction not
12 otherwise subject to it.

13 **409.202 Title to collateral immaterial.** Except as otherwise provided with
14 respect to consignments or sales of accounts, chattel paper, payment intangibles or
15 promissory notes, the provisions of this chapter with regard to rights and obligations
16 apply whether title to collateral is in the secured party or the debtor.

17 **409.203 Attachment and enforceability of security interest; proceeds;
18 supporting obligations; formal requisites.** (1) **ATTACHMENT.** A security interest
19 attaches to collateral when it becomes enforceable against the debtor with respect
20 to the collateral, unless an agreement expressly postpones the time of attachment.

21 (2) **ENFORCEABILITY.** Except as otherwise provided in subs. (3) to (9), a security
22 interest is enforceable against the debtor and third parties with respect to the
23 collateral only if:

24 (a) Value has been given;

1 (b) The debtor has rights in the collateral or the power to transfer rights in the
2 collateral to a secured party; and

3 (c) One of the following conditions is met:

4 1. The debtor has authenticated a security agreement that provides a
5 description of the collateral and, if the security interest covers timber to be cut, a
6 description of the land concerned;

7 2. The collateral is not a certificated security and is in the possession of the
8 secured party under s. 409.313 pursuant to the debtor's security agreement;

9 3. The collateral is a certificated security in registered form and the security
10 certificate has been delivered to the secured party under s. 408.301 pursuant to the
11 debtor's security agreement; or

12 4. The collateral is deposit accounts, electronic chattel paper, investment
13 property or letter-of-credit rights, and the secured party has control under s.
14 409.104, 409.105, 409.106 or 409.107 pursuant to the debtor's security agreement.

15 (3) OTHER UCC PROVISIONS. Subsection (2) is subject to s. 404.210 on the
16 security interest of a collecting bank, s. 405.118 on the security interest of a
17 letter-of-credit issuer or nominated person, s. 409.110 on a security interest arising
18 under ch. 402 or 411 and s. 409.206 on security interests in investment property.

19 (4) WHEN PERSON BECOMES BOUND BY ANOTHER PERSON'S SECURITY AGREEMENT. A
20 person becomes bound as debtor by a security agreement entered into by another
21 person if, by operation of law other than this chapter or by contract:

22 (a) The security agreement becomes effective to create a security interest in the
23 person's property; or

1 (b) The person becomes generally obligated for the obligations of the other
2 person, including the obligation secured under the security agreement, and acquires
3 or succeeds to all or substantially all of the assets of the other person.

4 (4m) SIGNATURE OF ONLY ONE SPOUSE. A security agreement authenticated by
5 one spouse is authenticated by the debtor under this section if that spouse acting
6 alone has the right under s. 766.51 to manage and control the collateral, unless a
7 marital property agreement or court decree which is binding on the secured party
8 under s. 766.55 (4m) or 766.56 (2) (c) provides otherwise.

****NOTE: This subsection is a slight modification of current s.409.203 (2), Wis.
stats.–a nonuniform amendment to the UCC.

9 (5) EFFECT OF NEW DEBTOR BECOMING BOUND. If a new debtor becomes bound as
10 debtor by a security agreement entered into by another person:

11 (a) The agreement satisfies sub. (2) (c) with respect to existing or after-acquired
12 property of the new debtor to the extent the property is described in the agreement;
13 and

14 (b) Another agreement is not necessary to make a security interest in the
15 property enforceable.

16 (6) PROCEEDS AND SUPPORTING OBLIGATIONS. The attachment of a security
17 interest in collateral gives the secured party the rights to proceeds provided by s.
18 409.315 and is also attachment of a security interest in a supporting obligation for
19 the collateral.

20 (7) LIEN SECURING RIGHT TO PAYMENT. The attachment of a security interest in
21 a right to payment or performance secured by a security interest or other lien on
22 personal or real property is also attachment of a security interest in the security
23 interest, mortgage or other lien.

1 **(8) SECURITY ENTITLEMENT CARRIED IN SECURITIES ACCOUNT.** The attachment of
2 a security interest in a securities account is also attachment of a security interest in
3 the security entitlements carried in the securities account.

4 **(9) COMMODITY CONTRACTS CARRIED IN COMMODITY ACCOUNT.** The attachment of
5 a security interest in a commodity account is also attachment of a security interest
6 in the commodity contracts carried in the commodity account.

7 **409.204 After-acquired property; future advances. (1) AFTER-ACQUIRED**
8 **COLLATERAL.** Except as otherwise provided in sub. (2), a security agreement may
9 create or provide for a security interest in after-acquired collateral.

10 **(2) WHEN AFTER-ACQUIRED PROPERTY CLAUSE NOT EFFECTIVE.** A security interest
11 does not attach under a term constituting an after-acquired property clause to:

12 (a) Consumer goods, other than an accession when given as additional security,
13 unless the debtor acquires rights in them within 10 days after the secured party gives
14 value; or

15 (b) A commercial tort claim.

16 **(3) FUTURE ADVANCES AND OTHER VALUE.** A security agreement may provide that
17 collateral secures, or that accounts, chattel paper, payment intangibles or
18 promissory notes are sold in connection with, future advances or other value,
19 whether or not the advances or value are given pursuant to commitment.

20 **409.205 Use or disposition of collateral permissible. (1) WHEN SECURITY**
21 **INTEREST NOT INVALID OR FRAUDULENT.** A security interest is not invalid or fraudulent
22 against creditors solely because:

23 (a) The debtor has the right or ability to:

24 1. Use, commingle or dispose of all or part of the collateral, including returned
25 or repossessed goods;

1 2. Collect, compromise, enforce or otherwise deal with collateral;

2 3. Accept the return of collateral or make repossessions; or

3 4. Use, commingle or dispose of proceeds; or

4 (b) The secured party fails to require the debtor to account for proceeds or
5 replace collateral.

6 (2) REQUIREMENTS OF POSSESSION NOT RELAXED. This section does not relax the
7 requirements of possession if attachment, perfection or enforcement of a security
8 interest depends upon possession of the collateral by the secured party.

9 **409.206 Security interest arising in purchase or delivery of financial**
10 **asset. (1) SECURITY INTEREST WHEN PERSON BUYS THROUGH SECURITIES INTERMEDIARY.**

11 A security interest in favor of a securities intermediary attaches to a person's
12 security entitlement if:

13 (a) The person buys a financial asset through the securities intermediary in a
14 transaction in which the person is obligated to pay the purchase price to the
15 securities intermediary at the time of the purchase; and

16 (b) The securities intermediary credits the financial asset to the buyer's
17 securities account before the buyer pays the securities intermediary.

18 (2) SECURITY INTEREST SECURES OBLIGATION TO PAY FOR FINANCIAL ASSET. The
19 security interest described in sub. (1) secures the person's obligation to pay for the
20 financial asset.

21 (3) SECURITY INTEREST IN PAYMENT AGAINST DELIVERY TRANSACTION. A security
22 interest in favor of a person that delivers a certificated security or other financial
23 asset represented by a writing attaches to the security or other financial asset if:

24 (a) The security or other financial asset:

1 1. In the ordinary course of business is transferred by delivery with any
2 necessary endorsement or assignment; and

3 2. Is delivered under an agreement between persons in the business of dealing
4 with such securities or financial assets; and

5 (b) The agreement calls for delivery against payment.

6 (4) SECURITY INTEREST SECURES OBLIGATION TO PAY FOR DELIVERY. The security
7 interest described in sub. (3) secures the obligation to make payment for the delivery.

8 **409.207 Rights and duties of secured party having possession or**
9 **control of collateral. (1) DUTY OF CARE WHEN SECURED PARTY IN POSSESSION.** Except
10 as otherwise provided in sub. (4), a secured party shall use reasonable care in the
11 custody and preservation of collateral in the secured party's possession. In the case
12 of chattel paper or an instrument, reasonable care includes taking necessary steps
13 to preserve rights against prior parties unless otherwise agreed.

14 (2) EXPENSES, RISKS, DUTIES, AND RIGHTS WHEN SECURED PARTY IN POSSESSION.
15 Except as otherwise provided in sub. (4), if a secured party has possession of
16 collateral:

17 (a) Reasonable expenses, including the cost of insurance and payment of taxes
18 or other charges, incurred in the custody, preservation, use or operation of the
19 collateral are chargeable to the debtor and are secured by the collateral;

20 (b) The risk of accidental loss or damage is on the debtor to the extent of a
21 deficiency in any effective insurance coverage;

22 (c) The secured party shall keep the collateral identifiable, but fungible
23 collateral may be commingled; and

24 (d) The secured party may use or operate the collateral:

25 1. For the purpose of preserving the collateral or its value;

1 2. As permitted by an order of a court having competent jurisdiction; or

2 3. Except in the case of consumer goods, in the manner and to the extent agreed
3 by the debtor.

4 **(3) DUTIES AND RIGHTS WHEN SECURED PARTY IN POSSESSION OR CONTROL.** Except
5 as otherwise provided in sub. (4), a secured party having possession of collateral or
6 control of collateral under s. 409.104, 409.105, 409.106 or 409.107:

7 (a) May hold as additional security any proceeds, except money or funds,
8 received from the collateral;

9 (b) Shall apply money or funds received from the collateral to reduce the
10 secured obligation, unless remitted to the debtor; and

11 (c) May create a security interest in the collateral.

12 **(4) BUYER OF CERTAIN RIGHTS TO PAYMENT.** If the secured party is a buyer of
13 accounts, chattel paper, payment intangibles or promissory notes or a consignor:

14 (a) Subsection (1) does not apply unless the secured party is entitled under an
15 agreement:

16 1. To charge back uncollected collateral; or

17 2. Otherwise to full or limited recourse against the debtor or a secondary obligor
18 based on the nonpayment or other default of an account debtor or other obligor on
19 the collateral; and

20 (b) Subsections (1) and (2) do not apply.

21 **409.208 Additional duties of secured party having control of collateral.**

22 (1) **APPLICABILITY OF SECTION.** This section applies to cases in which there is no
23 outstanding secured obligation and the secured party is not committed to make
24 advances, incur obligations or otherwise give value.

1 (2) DUTIES OF SECURED PARTY AFTER RECEIVING DEMAND FROM DEBTOR. Within 10
2 days after receiving an authenticated demand by the debtor:

3 (a) A secured party having control of a deposit account under s. 409.104 (1) (b)
4 shall send to the bank with which the deposit account is maintained an
5 authenticated statement that releases the bank from any further obligation to
6 comply with instructions originated by the secured party;

7 (b) A secured party having control of a deposit account under s. 409.104 (1) (c)
8 shall:

9 1. Pay the debtor the balance on deposit in the deposit account; or

10 2. Transfer the balance on deposit into a deposit account in the debtor's name;

11 (c) A secured party, other than a buyer, having control of electronic chattel paper
12 under s. 409.105 shall:

13 1. Communicate the authoritative copy of the electronic chattel paper to the
14 debtor or its designated custodian;

15 2. If the debtor designates a custodian that is the designated custodian with
16 which the authoritative copy of the electronic chattel paper is maintained for the
17 secured party, communicate to the custodian an authenticated record releasing the
18 designated custodian from any further obligation to comply with instructions
19 originated by the secured party and instructing the custodian to comply with
20 instructions originated by the debtor; and

21 3. Take appropriate action to enable the debtor or its designated custodian to
22 make copies of or revisions to the authoritative copy which add or change an
23 identified assignee of the authoritative copy without the consent of the secured party;

24 (d) A secured party having control of investment property under s. 408.106 (d)
25 (2) or 409.106 (2) shall send to the securities intermediary or commodity

1 intermediary with which the security entitlement or commodity contract is
2 maintained an authenticated record that releases the securities intermediary or
3 commodity intermediary from any further obligation to comply with entitlement
4 orders or directions originated by the secured party; and

5 (e) A secured party having control of a letter-of-credit right under s. 409.107
6 shall send to each person having an unfulfilled obligation to pay or deliver proceeds
7 of the letter of credit to the secured party an authenticated release from any further
8 obligation to pay or deliver proceeds of the letter of credit to the secured party.

9 **409.209 Duties of secured party if account debtor has been notified of**
10 **assignment.** (1) APPLICABILITY OF SECTION. Except as otherwise provided in sub. (3),
11 this section applies if:

12 (a) There is no outstanding secured obligation; and

13 (b) The secured party is not committed to make advances, incur obligations or
14 otherwise give value.

15 (2) DUTIES OF SECURED PARTY AFTER RECEIVING DEMAND FROM DEBTOR. Within 10
16 days after receiving an authenticated demand by the debtor, a secured party shall
17 send to an account debtor that has received notification of an assignment to the
18 secured party as assignee under s. 409.406 (1) an authenticated record that releases
19 the account debtor from any further obligation to the secured party.

20 (3) INAPPLICABILITY TO SALES. This section does not apply to an assignment
21 constituting the sale of an account, chattel paper or payment intangible.

22 **409.210 Request for accounting; request regarding list of collateral or**
23 **statement of account.** (1) DEFINITIONS. In this section:

24 (a) "Request" means a record of a type described in par. (b), (c) or (d).

1 (b) "Request for an accounting" means a record authenticated by a debtor
2 requesting that the recipient provide an accounting of the unpaid obligations secured
3 by collateral and reasonably identifying the transaction or relationship that is the
4 subject of the request.

5 (c) "Request regarding a list of collateral" means a record authenticated by a
6 debtor requesting that the recipient approve or correct a list of what the debtor
7 believes to be the collateral securing an obligation and reasonably identifying the
8 transaction or relationship that is the subject of the request.

9 (d) "Request regarding a statement of account" means a record authenticated
10 by a debtor requesting that the recipient approve or correct a statement indicating
11 what the debtor believes to be the aggregate amount of unpaid obligations secured
12 by collateral as of a specified date and reasonably identifying the transaction or
13 relationship that is the subject of the request.

14 (2) DUTY TO RESPOND TO REQUESTS. Subject to subs. (3) to (6), a secured party,
15 other than a buyer of accounts, chattel paper, payment intangibles or promissory
16 notes or a consignor, shall comply with a request within 14 days after receipt:

17 (a) In the case of a request for an accounting, by authenticating and sending to
18 the debtor an accounting; and

19 (b) In the case of a request regarding a list of collateral or a request regarding
20 a statement of account, by authenticating and sending to the debtor an approval or
21 correction.

22 (3) REQUEST REGARDING LIST OF COLLATERAL; STATEMENT CONCERNING TYPE OF
23 COLLATERAL. A secured party that claims a security interest in all of a particular type
24 of collateral owned by the debtor may comply with a request regarding a list of

1 collateral by sending to the debtor an authenticated record including a statement to
2 that effect within 14 days after receipt.

3 (4) REQUEST REGARDING LIST OF COLLATERAL; NO INTEREST CLAIMED. A person that
4 receives a request regarding a list of collateral, claims no interest in the collateral
5 when it receives the request, and claimed an interest in the collateral at an earlier
6 time shall comply with the request within 14 days after receipt by sending to the
7 debtor an authenticated record:

8 (a) Disclaiming any interest in the collateral; and

9 (b) If known to the recipient, providing the name and mailing address of any
10 assignee of or successor to the recipient's interest in the collateral.

11 (5) REQUEST FOR ACCOUNTING OR REGARDING STATEMENT OF ACCOUNT; NO INTEREST
12 IN OBLIGATION CLAIMED. A person that receives a request for an accounting or a request
13 regarding a statement of account, claims no interest in the obligations when it
14 receives the request, and claimed an interest in the obligations at an earlier time
15 shall comply with the request within 14 days after receipt by sending to the debtor
16 an authenticated record:

17 (a) Disclaiming any interest in the obligations; and

18 (b) If known to the recipient, providing the name and mailing address of any
19 assignee of or successor to the recipient's interest in the obligations.

20 (6) CHARGES FOR RESPONSES. A debtor is entitled without charge to one response
21 to a request under this section during any 6-month period. The secured party may
22 require payment of a charge not exceeding \$25 for each additional response.

23 SUBCHAPTER III

24 PERFECTION AND PRIORITY

1 **409.301 Law governing perfection and priority of security interests.**

2 Except as otherwise provided in ss. 409.303 to 409.306, the following rules determine
3 the law governing perfection, the effect of perfection or nonperfection, and the
4 priority of a security interest in collateral:

5 (1) Except as otherwise provided in this section, while a debtor is located in a
6 jurisdiction, the local law of that jurisdiction governs perfection, the effect of
7 perfection or nonperfection and the priority of a security interest in collateral.

8 (2) While collateral is located in a jurisdiction, the local law of that jurisdiction
9 governs perfection, the effect of perfection or nonperfection and the priority of a
10 possessory security interest in that collateral.

11 (3) Except as otherwise provided in sub. (4), while negotiable documents,
12 goods, instruments, money or tangible chattel paper is located in a jurisdiction, the
13 local law of that jurisdiction governs:

14 (a) Perfection of a security interest in the goods by filing a fixture filing;

15 (b) Perfection of a security interest in timber to be cut; and

16 (c) The effect of perfection or nonperfection and the priority of a nonpossessory
17 security interest in the collateral.

18 (4) The local law of the jurisdiction in which the wellhead or minehead is
19 located governs perfection, the effect of perfection or nonperfection and the priority
20 of a security interest in as-extracted collateral.

21 **409.302 Law governing perfection and priority of agricultural liens.**

22 While farm products are located in a jurisdiction, the local law of that jurisdiction
23 governs perfection, the effect of perfection or nonperfection and the priority of an
24 agricultural lien on the farm products.

1 **409.303 Law governing perfection and priority of security interests in**
2 **goods covered by a certificate of title. (1) APPLICABILITY OF SECTION.** This section
3 applies to goods covered by a certificate of title, even if there is no other relationship
4 between the jurisdiction under whose certificate of title the goods are covered and the
5 goods or the debtor.

6 **(2) WHEN GOODS COVERED BY CERTIFICATE OF TITLE.** Goods become covered by a
7 certificate of title when a valid application for the certificate of title and the
8 applicable fee are delivered to the appropriate authority. Goods cease to be covered
9 by a certificate of title at the earlier of the time the certificate of title ceases to be
10 effective under the law of the issuing jurisdiction or the time the goods become
11 covered subsequently by a certificate of title issued by another jurisdiction.

12 **(3) APPLICABLE LAW.** The local law of the jurisdiction under whose certificate of
13 title the goods are covered governs perfection, the effect of perfection or
14 nonperfection and the priority of a security interest in goods covered by a certificate
15 of title from the time the goods become covered by the certificate of title until the
16 goods cease to be covered by the certificate of title.

17 **409.304 Law governing perfection and priority of security interests in**
18 **deposit accounts. (1) LAW OF BANK'S JURISDICTION GOVERNS.** The local law of a bank's
19 jurisdiction governs perfection, the effect of perfection or nonperfection and the
20 priority of a security interest in a deposit account maintained with that bank.

21 **(2) BANK'S JURISDICTION.** The following rules determine a bank's jurisdiction for
22 purposes of this subchapter:

23 (a) If an agreement between the bank and the debtor governing the deposit
24 account expressly provides that a particular jurisdiction is the bank's jurisdiction for

1 purposes of this subchapter, this chapter or chs. 401 to 411, that jurisdiction is the
2 bank's jurisdiction.

3 (b) If par. (a) does not apply and an agreement between the bank and its
4 customer governing the deposit account expressly provides that the agreement is
5 governed by the law of a particular jurisdiction, that jurisdiction is the bank's
6 jurisdiction.

7 (c) If neither par. (a) nor par. (b) applies and an agreement between the bank
8 and its customer governing the deposit account expressly provides that the deposit
9 account is maintained at an office in a particular jurisdiction, that jurisdiction is the
10 bank's jurisdiction.

11 (d) If none of pars. (a) to (c) applies, the bank's jurisdiction is the jurisdiction
12 in which the office identified in an account statement as the office serving the
13 customer's account is located.

14 (e) If none of pars. (a) to (d) applies, the bank's jurisdiction is the jurisdiction
15 in which the chief executive office of the bank is located.

16 **409.305 Law governing perfection and priority of security interests in**
17 **investment property.** (1) GOVERNING LAW: GENERAL RULES. Except as otherwise
18 provided in sub. (3), the following rules apply:

19 (a) While a security certificate is located in a jurisdiction, the local law of that
20 jurisdiction governs perfection, the effect of perfection or nonperfection and the
21 priority of a security interest in the certificated security represented thereby.

22 (b) The local law of the issuer's jurisdiction as specified in s. 408.110 (d) governs
23 perfection, the effect of perfection or nonperfection and the priority of a security
24 interest in an uncertificated security.

1 (c) The local law of the securities intermediary's jurisdiction as specified in s.
2 408.110 (e) governs perfection, the effect of perfection or nonperfection and the
3 priority of a security interest in a security entitlement or securities account.

4 (d) The local law of the commodity intermediary's jurisdiction governs
5 perfection, the effect of perfection or nonperfection and the priority of a security
6 interest in a commodity contract or commodity account.

7 (2) COMMODITY INTERMEDIARY'S JURISDICTION. The following rules determine a
8 commodity intermediary's jurisdiction for purposes of this subchapter:

9 (a) If an agreement between the commodity intermediary and commodity
10 customer governing the commodity account expressly provides that a particular
11 jurisdiction is the commodity intermediary's jurisdiction for purposes of this
12 subchapter, this chapter or chs. 401 to 411, that jurisdiction is the commodity
13 intermediary's jurisdiction.

14 (b) If par. (a) does not apply and an agreement between the commodity
15 intermediary and commodity customer governing the commodity account expressly
16 provides that the agreement is governed by the law of a particular jurisdiction, that
17 jurisdiction is the commodity intermediary's jurisdiction.

18 (c) If neither par. (a) nor par. (b) applies and an agreement between the
19 commodity intermediary and commodity customer governing the commodity
20 account expressly provides that the commodity account is maintained at an office in
21 a particular jurisdiction, that jurisdiction is the commodity intermediary's
22 jurisdiction.

23 (d) If none of pars. (a) to (c) applies, the commodity intermediary's jurisdiction
24 is the jurisdiction in which the office identified in an account statement as the office
25 serving the commodity customer's account is located.

1 (e) If none of pars. (a) to (d) applies, the commodity intermediary's jurisdiction
2 is the jurisdiction in which the chief executive office of the commodity intermediary
3 is located.

4 (3) WHEN PERFECTION GOVERNED BY LAW OF JURISDICTION WHERE DEBTOR LOCATED.

5 The local law of the jurisdiction in which the debtor is located governs:

6 (a) Perfection of a security interest in investment property by filing;

7 (b) Automatic perfection of a security interest in investment property created
8 by a broker or securities intermediary; and

9 (c) Automatic perfection of a security interest in a commodity contract or
10 commodity account created by a commodity intermediary.

11 **409.306 Law governing perfection and priority of security interests in**
12 **letter-of-credit rights.** (1) GOVERNING LAW: ISSUERS OR NOMINATED PERSON'S
13 JURISDICTION. Subject to sub. (3), the local law of the issuer's jurisdiction or a
14 nominated person's jurisdiction governs perfection, the effect of perfection or
15 nonperfection and the priority of a security interest in a letter-of-credit right if the
16 issuer's jurisdiction or nominated person's jurisdiction is a state.

17 (2) ISSUER'S OR NOMINATED PERSON'S JURISDICTION. For purposes of this
18 subchapter, an issuer's jurisdiction or nominated person's jurisdiction is the
19 jurisdiction whose law governs the liability of the issuer or nominated person with
20 respect to the letter-of-credit right as provided in s. 405.116.

21 (3) WHEN SECTION NOT APPLICABLE. This section does not apply to a security
22 interest that is perfected only under s. 409.308 (4).

23 **409.307 Location of debtor.** (1) PLACE OF BUSINESS. In this section, "place of
24 business" means a place where a debtor conducts its affairs.

1 (2) DEBTOR'S LOCATION: GENERAL RULES. Except as otherwise provided in this
2 section, the following rules determine a debtor's location:

3 (a) An debtor who is an individual is located at the individual's principal
4 residence.

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

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

9 (3) LIMITATION OF APPLICABILITY OF SUB. (2). Subsection (2) applies only if a
10 debtor's residence, place of business or chief executive office, as applicable, is located
11 in a jurisdiction whose law generally requires information concerning the existence
12 of a nonpossessory security interest to be made generally available in a filing,
13 recording or registration system as a condition or result of the security interest's
14 obtaining priority over the rights of a lien creditor with respect to the collateral. If
15 sub. (2) does not apply, the debtor is located in the District of Columbia.

16 (4) CONTINUATION OF LOCATION: CESSATION OF EXISTENCE. A person that ceases
17 to exist, have a residence or have a place of business continues to be located in the
18 jurisdiction specified by subs. (2) and (3).

19 (5) LOCATION OF REGISTERED ORGANIZATION ORGANIZED UNDER STATE LAW. A
20 registered organization that is organized under the law of a state is located in that
21 state.

22 (6) LOCATION OF REGISTERED ORGANIZATION ORGANIZED UNDER FEDERAL LAW; BANK
23 BRANCHES AND AGENCIES. Except as otherwise provided in sub. (9), a registered
24 organization that is organized under the law of the United States and a branch or

1 agency of a bank that is not organized under the law of the United States or a state
2 are located:

3 (a) In the state that the law of the United States designates, if the law
4 designates a state of location;

5 (b) In the state that the registered organization, branch or agency designates,
6 if the law of the United States authorizes the registered organization, branch or
7 agency to designate its state of location; or

8 (c) In the District of Columbia, if neither par. (a) nor par. (b) applies.

9 (7) CONTINUATION OF LOCATION: CHANGE IN STATUS OF REGISTERED ORGANIZATION.

10 A registered organization continues to be located in the jurisdiction specified by sub.

11 (5) or (6) notwithstanding:

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

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

16 (8) LOCATION OF UNITED STATES. The United States is located in the District of
17 Columbia.

18 (9) LOCATION OF FOREIGN BANK BRANCH OR AGENCY IF LICENSED IN ONLY ONE STATE.

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

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

1 (11) SECTION APPLIES ONLY TO THIS SUBCHAPTER. This section applies only for
2 purposes of this subchapter.

3 **409.308 When security interest or agricultural lien is perfected;**
4 **continuity of perfection.** (1) PERFECTION OF SECURITY INTEREST. Except as
5 otherwise provided in this section and s. 409.309, a security interest is perfected if
6 it has attached and all of the applicable requirements for perfection in ss. 409.310
7 to 409.316 have been satisfied. A security interest is perfected when it attaches if
8 the applicable requirements are satisfied before the security interest attaches.

9 (2) PERFECTION OF AGRICULTURAL LIEN. An agricultural lien is perfected if it has
10 become effective and all of the applicable requirements for perfection in s. 409.310
11 have been satisfied. An agricultural lien is perfected when it becomes effective if the
12 applicable requirements are satisfied before the agricultural lien becomes effective.

13 (3) CONTINUOUS PERFECTION; PERFECTION BY DIFFERENT METHODS. A security
14 interest or agricultural lien is perfected continuously if it is originally perfected by
15 one method under this chapter and is later perfected by another method under this
16 chapter, without an intermediate period when it was unperfected.

17 (4) SUPPORTING OBLIGATION. Perfection of a security interest in collateral also
18 perfects a security interest in a supporting obligation for the collateral.

19 (5) LIEN SECURING RIGHT TO PAYMENT. Perfection of a security interest in a right
20 to payment or performance also perfects a security interest in a security interest,
21 mortgage, or other lien on personal or real property securing the right.

22 (6) SECURITY ENTITLEMENT CARRIED IN SECURITIES ACCOUNT. Perfection of a
23 security interest in a securities account also perfects a security interest in the
24 security entitlements carried in the securities account.

1 (7) COMMODITY CONTRACT CARRIED IN COMMODITY ACCOUNT. Perfection of a
2 security interest in a commodity account also perfects a security interest in the
3 commodity contracts carried in the commodity account.

4 **409.309 Security interest perfected upon attachment.** The following
5 security interests are perfected when they attach:

6 (1) A purchase-money security interest in consumer goods, except as otherwise
7 provided in s. 409.311 (2) with respect to consumer goods that are subject to a statute
8 or treaty described in s. 409.311 (1);

9 (2) An assignment of accounts or payment intangibles which does not by itself
10 or in conjunction with other assignments to the same assignee transfer a significant
11 part of the assignor's outstanding accounts or payment intangibles;

12 (3) A sale of a payment intangible;

13 (4) A sale of a promissory note;

14 (5) A security interest created by the assignment of a health-care-insurance
15 receivable to the provider of the health-care goods or services;

16 (6) A security interest arising under s. 402.401, 402.505, 402.711 (3) or 411.508
17 (5), until the debtor obtains possession of the collateral;

18 (7) A security interest of a collecting bank arising under s. 404.210;

19 (8) A security interest of an issuer or nominated person arising under s.
20 405.118;

21 (9) A security interest arising in the delivery of a financial asset under s.
22 409.206 (3);

23 (10) A security interest in investment property created by a broker or securities
24 intermediary;

1 (11) A security interest in a commodity contract or a commodity account created
2 by a commodity intermediary;

3 (12) An assignment for the benefit of all creditors of the transferor and
4 subsequent transfers by the assignee thereunder; and

5 (13) A security interest created by an assignment of a beneficial interest in a
6 decedent's estate.

7 **409.310 When filing required to perfect security interest or**
8 **agricultural lien; security interests and agricultural liens to which filing**
9 **provisions do not apply. (1) GENERAL RULE: PERFECTION BY FILING.** Except as
10 otherwise provided in sub. (2) and s. 409.312 (2), a financing statement must be filed
11 to perfect all security interests and agricultural liens.

12 (2) EXCEPTIONS: FILING NOT NECESSARY. The filing of a financing statement is
13 not necessary to perfect a security interest:

14 (a) That is perfected under s. 409.308 (4), (5), (6) or (7);

15 (b) That is perfected under s. 409.309 when it attaches;

16 (c) In property subject to a statute, regulation or treaty described in s. 409.311
17 (1);

18 (d) In goods in possession of a bailee which is perfected under s. 409.312 (4) (a)
19 or (b);

20 (e) In certificated securities, documents, goods or instruments which is
21 perfected without filing or possession under s. 409.312 (5), (6) or (7);

22 (f) In collateral in the secured party's possession under s. 409.313;

23 (g) In a certificated security which is perfected by delivery of the security
24 certificate to the secured party under s. 409.313;

1 (h) In deposit accounts, electronic chattel paper, investment property or
2 letter-of-credit rights which is perfected by control under s. 409.314;

3 (i) In proceeds which is perfected under s. 409.315; or

4 (j) That is perfected under s. 409.316.

5 (3) ASSIGNMENT OF PERFECTED SECURITY INTEREST. If a secured party assigns a
6 perfected security interest or agricultural lien, a filing under this chapter is not
7 required to continue the perfected status of the security interest against creditors of
8 and transferees from the original debtor.

9 **409.311 Perfection of security interests in property subject to certain**
10 **statutes, regulations and treaties.** (1) SECURITY INTEREST SUBJECT TO OTHER LAW.
11 Except as otherwise provided in sub. (4), the filing of a financing statement is not
12 necessary or effective to perfect a security interest in property subject to:

13 (a) A statute, regulation or treaty of the United States whose requirements for
14 a security interest's obtaining priority over the rights of a lien creditor with respect
15 to the property preempt s. 409.310 (1).

16 (b) The following vehicle title statutes: ss. 342.19, 342.20, 342.284 and 342.285.

17 (bm) The following boat title statutes: ss. 30.57, 30.572 and 30.573.

18 (c) A certificate-of-title statute of another jurisdiction which provides for a
19 security interest to be indicated on the certificate as a condition or result of the
20 security interest's obtaining priority over the rights of a lien creditor with respect to
21 the property.

22 (d) Sections 182.025 and 190.11 and other statutes providing for central filing.

23 (e) A master lease entered into by the state under s. 16.76 (4).

***NOTE: Paragraph (e) is current s.409.302 (3) (e), renumbered and amended from
409.302 (1) (i), Wis. stats., by 1999 Wisconsin Act 9.

1 (f) The mobile home security interest provisions under subch. V of ch. 101.

9. ****NOTE: Paragraph (f) is current s. 409.302 (3) (f), created by 1999 Wisconsin Act

2 (2) COMPLIANCE WITH OTHER LAW. Compliance with the requirements of a
3 statute, regulation or treaty described in sub. (1) for obtaining priority over the rights
4 of a lien creditor is equivalent to the filing of a financing statement under this
5 chapter. Except as otherwise provided in sub. (4) and ss. 409.313 and 409.316 (4) and
6 (5) for goods covered by a certificate of title, a security interest in property subject
7 to a statute, regulation or treaty described in sub. (4) may be perfected only by
8 compliance with those requirements, and a security interest so perfected remains
9 perfected notwithstanding a change in the use or transfer of possession of the
10 collateral.

11 (3) DURATION AND RENEWAL OF PERFECTION. Except as otherwise provided in sub.
12 (4) and s. 409.316 (4) and (5), duration and renewal of perfection of a security interest
13 perfected by compliance with the requirements prescribed by a statute, regulation
14 or treaty described in sub. (1) are governed by the statute, regulation or treaty. In
15 other respects, the security interest is subject to this chapter.

16 (4) INAPPLICABILITY TO CERTAIN INVENTORY. During any period in which collateral
17 is inventory held for sale or lease by a person or leased by that person as lessor and
18 that person is in the business of selling or leasing goods of that kind, this section does
19 not apply to a security interest in that collateral created by that person as debtor.

20 **409.312 Perfection of security interests in chattel paper, deposit**
21 **accounts, documents, goods covered by documents, instruments,**
22 **investment property, letter-of-credit rights and money; perfection by**
23 **permissive filing; temporary perfection without filing or transfer of**

1 **possession. (1) PERFECTION BY FILING PERMITTED.** A security interest in chattel
2 paper, negotiable documents, instruments or investment property may be perfected
3 by filing.

4 **(2) CONTROL OR POSSESSION OF CERTAIN COLLATERAL.** Except as otherwise
5 provided in s. 409.315 (3) and (4) for proceeds:

6 (a) A security interest in a deposit account may be perfected only by control
7 under s. 409.314;

8 (b) And except as otherwise provided in s. 409.308 (4), a security interest in a
9 letter-of-credit right may be perfected only by control under s. 409.314; and

10 (c) A security interest in money may be perfected only by the secured party's
11 taking possession under s. 409.313.

12 **(3) GOODS COVERED BY NEGOTIABLE DOCUMENT.** While goods are in the possession
13 of a bailee that has issued a negotiable document covering the goods:

14 (a) A security interest in the goods may be perfected by perfecting a security
15 interest in the document; and

16 (b) A security interest perfected in the document has priority over any security
17 interest that becomes perfected in the goods by another method during that time.

18 **(4) GOODS COVERED BY NONNEGOTIABLE DOCUMENT.** While goods are in the
19 possession of a bailee that has issued a nonnegotiable document covering the goods,
20 a security interest in the goods may be perfected by:

21 (a) Issuance of a document in the name of the secured party;

22 (b) The bailee's receipt of notification of the secured party's interest; or

23 (c) Filing as to the goods.

24 **(5) TEMPORARY PERFECTION: NEW VALUE.** A security interest in certificated
25 securities, negotiable documents or instruments is perfected without filing or the

1 taking of possession for a period of 20 days from the time it attaches to the extent that
2 it arises for new value given under an authenticated security agreement.

3 (6) TEMPORARY PERFECTION: GOODS OR DOCUMENTS MADE AVAILABLE TO DEBTOR. A
4 perfected security interest in a negotiable document or goods in possession of a
5 bailee, other than one that has issued a negotiable document for the goods, remains
6 perfected for 20 days without filing if the secured party makes available to the debtor
7 the goods or documents representing the goods for the purpose of:

8 (a) Ultimate sale or exchange; or

9 (b) Loading, unloading, storing, shipping, transshipping, manufacturing,
10 processing or otherwise dealing with them in a manner preliminary to their sale or
11 exchange.

12 (7) TEMPORARY PERFECTION: DELIVERY OF SECURITY CERTIFICATE OR INSTRUMENT TO
13 DEBTOR. A perfected security interest in a certificated security or instrument remains
14 perfected for 20 days without filing if the secured party delivers the security
15 certificate or instrument to the debtor for the purpose of:

16 (a) Ultimate sale or exchange; or

17 (b) Presentation, collection, enforcement, renewal or registration of transfer.

18 (8) EXPIRATION OF TEMPORARY PERFECTION. After the 20-day period specified in
19 sub. (5), (6) or (7) expires, perfection depends upon compliance with this chapter.

20 **409.313 When possession by or delivery to secured party perfects**
21 **security interest without filing. (1) PERFECTION BY POSSESSION OR DELIVERY.**
22 Except as otherwise provided in sub. (2), a secured party may perfect a security
23 interest in negotiable documents, goods, instruments, money or tangible chattel
24 paper by taking possession of the collateral. A secured party may perfect a security

1 interest in certificated securities by taking delivery of the certificated securities
2 under s. 408.301.

3 (2) GOODS COVERED BY CERTIFICATE OF TITLE. With respect to goods covered by
4 a certificate of title issued by this state, a secured party may perfect a security
5 interest in the goods by taking possession of the goods only in the circumstances
6 described in s. 409.316 (4).

7 (3) COLLATERAL IN POSSESSION OF PERSON OTHER THAN DEBTOR. With respect to
8 collateral other than certificated securities and goods covered by a document, a
9 secured party takes possession of collateral in the possession of a person other than
10 the debtor, the secured party or a lessee of the collateral from the debtor in the
11 ordinary course of the debtor's business, when:

12 (a) The person in possession authenticates a record acknowledging that it holds
13 possession of the collateral for the secured party's benefit; or

14 (b) The person takes possession of the collateral after having authenticated a
15 record acknowledging that it will hold possession of collateral for the secured party's
16 benefit.

17 (4) TIME OF PERFECTION BY POSSESSION; CONTINUATION OF PERFECTION. If
18 perfection of a security interest depends upon possession of the collateral by a
19 secured party, perfection occurs no earlier than the time the secured party takes
20 possession and continues only while the secured party retains possession.

21 (5) TIME OF PERFECTION BY DELIVERY; CONTINUATION OF PERFECTION. A security
22 interest in a certificated security in registered form is perfected by delivery when
23 delivery of the certificated security occurs under s. 408.301 and remains perfected
24 by delivery until the debtor obtains possession of the security certificate.

1 (6) ACKNOWLEDGMENT NOT REQUIRED. A person in possession of collateral is not
2 required to acknowledge that it holds possession for a secured party's benefit.

3 (7) EFFECTIVENESS OF ACKNOWLEDGMENT; NO DUTIES OR CONFIRMATION. If a person
4 acknowledges that it holds possession for the secured party's benefit:

5 (a) The acknowledgment is effective under sub. (3) or s. 408.301 (a), even if the
6 acknowledgment violates the rights of a debtor; and

7 (b) Unless the person otherwise agrees or law other than this chapter otherwise
8 provides, the person does not owe any duty to the secured party and is not required
9 to confirm the acknowledgment to another person.

10 (8) SECURED PARTY'S DELIVERY TO PERSON OTHER THAN DEBTOR. A secured party
11 having possession of collateral does not relinquish possession by delivering the
12 collateral to a person other than the debtor or a lessee of the collateral from the debtor
13 in the ordinary course of the debtor's business if the person was instructed before the
14 delivery or is instructed contemporaneously with the delivery:

15 (a) To hold possession of the collateral for the secured party's benefit; or

16 (b) To redeliver the collateral to the secured party.

17 (9) EFFECT OF DELIVERY UNDER SUB. (8); NO DUTIES OR CONFIRMATION. A secured
18 party does not relinquish possession, even if a delivery under sub. (8) violates the
19 rights of a debtor. A person to which collateral is delivered under sub. (8) does not
20 owe any duty to the secured party and is not required to confirm the delivery to
21 another person unless the person otherwise agrees or law other than this chapter
22 otherwise provides.

23 **409.314 Perfection by control.** (1) PERFECTION BY CONTROL. A security
24 interest in investment property, deposit accounts, letter-of-credit rights or

1 electronic chattel paper may be perfected by control of the collateral under s. 409.104,
2 409.105, 409.106 or 409.107.

3 (2) SPECIFIED COLLATERAL: TIME OF PERFECTION BY CONTROL; CONTINUATION OF
4 PERFECTION. A security interest in deposit accounts, electronic chattel paper or
5 letter-of-credit rights is perfected by control under s. 409.104, 409.105 or 409.107
6 when the secured party obtains control and remains perfected by control only while
7 the secured party retains control.

8 (3) INVESTMENT PROPERTY: TIME OF PERFECTION BY CONTROL; CONTINUATION OF
9 PERFECTION. A security interest in investment property is perfected by control under
10 s. 409.106 from the time the secured party obtains control and remains perfected by
11 control until:

12 (a) The secured party does not have control; and

13 (b) One of the following occurs:

14 1. If the collateral is a certificated security, the debtor has or acquires
15 possession of the security certificate;

16 2. If the collateral is an uncertificated security, the issuer has registered or
17 registers the debtor as the registered owner; or

18 3. If the collateral is a security entitlement, the debtor is or becomes the
19 entitlement holder.

20 **409.315 Secured party's rights on disposition of collateral and in**
21 **proceeds.** (1) DISPOSITION OF COLLATERAL: CONTINUATION OF SECURITY INTEREST OR
22 AGRICULTURAL LIEN; PROCEEDS. Except as otherwise provided in this chapter and in s.
23 402.403 (2):

24 (a) A security interest or agricultural lien continues in collateral
25 notwithstanding sale, lease, license, exchange or other disposition thereof unless the

1 secured party authorized the disposition free of the security interest or agricultural
2 lien; and

3 (b) A security interest attaches to any identifiable proceeds of collateral.

4 (2) WHEN COMMINGLED PROCEEDS IDENTIFIABLE. Proceeds that are commingled
5 with other property are identifiable proceeds:

6 (a) If the proceeds are goods, to the extent provided by s. 409.336; and

7 (b) If the proceeds are not goods, to the extent that the secured party identifies
8 the proceeds by a method of tracing, including application of equitable principles,
9 that is permitted under law other than this chapter with respect to commingled
10 property of the type involved.

11 (3) PERFECTION OF SECURITY INTEREST IN PROCEEDS. A security interest in
12 proceeds is a perfected security interest if the security interest in the original
13 collateral was perfected.

14 (4) CONTINUATION OF PERFECTION. A perfected security interest in proceeds
15 becomes unperfected on the 21st day after the security interest attaches to the
16 proceeds unless:

17 (a) The following conditions are satisfied:

18 1. A filed financing statement covers the original collateral;

19 2. The proceeds are collateral in which a security interest may be perfected by
20 filing in the office in which the financing statement has been filed; and

21 3. The proceeds are not acquired with cash proceeds;

22 (b) The proceeds are identifiable cash proceeds; or

23 (c) The security interest in the proceeds is perfected other than under sub. (3)
24 when the security interest attaches to the proceeds or within 20 days thereafter.

1 (5) WHEN PERFECTED SECURITY INTEREST IN PROCEEDS BECOMES UNPERFECTED. If
2 a filed financing statement covers the original collateral, a security interest in
3 proceeds which remains perfected under sub. (4) (a) becomes unperfected at the later
4 of:

5 (a) When the effectiveness of the filed financing statement lapses under s.
6 409.515 or is terminated under s. 409.513; or

7 (b) The 21st day after the security interest attaches to the proceeds.

8 **409.316 Continued perfection of security interest following change in**
9 **governing law.** (1) GENERAL RULE: EFFECT ON PERFECTION OF CHANGE IN GOVERNING
10 LAW. A security interest perfected pursuant to the law of the jurisdiction designated
11 in s. 409.301 (1) or 409.305 (3) remains perfected until the earliest of:

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

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

15 (c) The expiration of one year after a transfer of collateral to a person that
16 thereby becomes a debtor and is located in another jurisdiction.

17 (2) SECURITY INTEREST PERFECTED OR UNPERFECTED UNDER LAW OF NEW
18 JURISDICTION. If a security interest described in sub. (1) becomes perfected under the
19 law of the other jurisdiction before the earliest time or event described in that
20 subsection, it remains perfected thereafter. If the security interest does not become
21 perfected under the law of the other jurisdiction before the earliest time or event, it
22 becomes unperfected and is deemed never to have been perfected as against a
23 purchaser of the collateral for value.

24 (3) POSSESSORY SECURITY INTEREST IN COLLATERAL MOVED TO NEW JURISDICTION.
25 A possessory security interest in collateral, other than goods covered by a certificate

1 of title and as-extracted collateral consisting of goods, remains continuously
2 perfected if:

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

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

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

8 (4) GOODS COVERED BY CERTIFICATE OF TITLE FROM THIS STATE. Except as otherwise
9 provided in sub. (5), a security interest in goods covered by a certificate of title which
10 is perfected by any method under the law of another jurisdiction when the goods
11 become covered by a certificate of title from this state remains perfected until the
12 security interest would have become unperfected under the law of the other
13 jurisdiction had the goods not become so covered.

14 (5) WHEN SUB. (4) SECURITY INTERESTS BECOMES UNPERFECTED AGAINST PURCHASERS.
15 A security interest described in sub. (4) becomes unperfected as against a purchaser
16 of the goods for value and is deemed never to have been perfected as against a
17 purchaser of the goods for value if the applicable requirements for perfection under
18 s. 409.311 (2) or 409.313 are not satisfied before the earlier of:

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

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

23 (6) CHANGE IN JURISDICTION OF BANK, ISSUER, NOMINATED PERSON, SECURITIES
24 INTERMEDIARY, OR COMMODITY INTERMEDIARY. A security interest in deposit accounts,
25 letter-of-credit rights or investment property which is perfected under the law of the

1 bank's jurisdiction, the issuer's jurisdiction, a nominated person's jurisdiction, the
2 securities intermediary's jurisdiction or the commodity intermediary's jurisdiction,
3 as applicable, remains perfected until the earlier of:

4 (a) The time the security interest would have become unperfected under the law
5 of that jurisdiction; or

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

8 (7) SUB. (6) SECURITY INTEREST PERFECTED OR UNPERFECTED UNDER LAW OF NEW
9 JURISDICTION. If a security interest described in sub. (6) becomes perfected under the
10 law of the other jurisdiction before the earlier of the time or the end of the period
11 described in that subsection, it remains perfected thereafter. If the security interest
12 does not become perfected under the law of the other jurisdiction before the earlier
13 of that time or the end of that period, it becomes unperfected and is deemed never
14 to have been perfected as against a purchaser of the collateral for value.

15 **409.317 Interests that take priority over or take free of security**
16 **interest or agricultural lien.** (1) CONFLICTING SECURITY INTERESTS AND RIGHTS OF
17 LIEN CREDITORS. A security interest or agricultural lien is subordinate to the rights
18 of:

19 (a) A person entitled to priority under s. 409.322; and

20 (b) Except as otherwise provided in sub. (5), a person that becomes a lien
21 creditor before the earlier of the time the security interest or agricultural lien is
22 perfected or a financing statement covering the collateral is filed.

23 (2) BUYERS THAT RECEIVE DELIVERY. Except as otherwise provided in sub. (5), a
24 buyer, other than a secured party, of tangible chattel paper, documents, goods,
25 instruments or a security certificate takes free of a security interest or agricultural

1 lien if the buyer gives value and receives delivery of the collateral without knowledge
2 of the security interest or agricultural lien and before it is perfected.

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

7 (4) LICENSEES AND BUYERS OF CERTAIN COLLATERAL. A licensee of a general
8 intangible or a buyer, other than a secured party, of accounts, electronic chattel
9 paper, general intangibles or investment property other than a certificated security
10 takes free of a security interest if the licensee or buyer gives value without knowledge
11 of the security interest and before it is perfected.

12 (5) PURCHASE-MONEY SECURITY INTEREST. Except as otherwise provided in ss.
13 409.320 and 409.321, if a person files a financing statement with respect to a
14 purchase-money security interest before or within 20 days after the debtor receives
15 delivery of the collateral, the security interest takes priority over the rights of a
16 buyer, lessee or lien creditor which arise between the time the security interest
17 attaches and the time of filing.

18 **409.318 No interest retained in right to payment that is sold; rights and**
19 **title of seller of account or chattel paper with respect to creditors and**
20 **purchasers. (1) SELLER RETAINS NO INTEREST.** A debtor that has sold an account,
21 chattel paper, payment intangible or promissory note does not retain a legal or
22 equitable interest in the collateral sold.

23 (2) DEEMED RIGHTS OF DEBTOR IF BUYER'S SECURITY INTEREST UNPERFECTED. For
24 purposes of determining the rights of creditors of, and purchasers for value of an
25 account or chattel paper from, a debtor that has sold an account or chattel paper,

1 while the buyer's security interest is unperfected, the debtor is deemed to have rights
2 and title to the account or chattel paper identical to those the debtor sold.

3 **409.319 Rights and title of consignee with respect to creditors and**
4 **purchasers.** (1) CONSIGNEE HAS CONSIGNOR'S RIGHTS. Except as otherwise provided
5 in sub. (2), for purposes of determining the rights of creditors of, and purchasers for
6 value of goods from, a consignee, while the goods are in the possession of the
7 consignee, the consignee is deemed to have rights and title to the goods identical to
8 those the consignor had or had power to transfer.

9 (2) APPLICABILITY OF OTHER LAW. For purposes of determining the rights of a
10 creditor of a consignee, law other than this chapter determines the rights and title
11 of a consignee while goods are in the consignee's possession if, under this subchapter,
12 a perfected security interest held by the consignor would have priority over the rights
13 of the creditor.

14 **409.320 Buyer of goods.** (1) BUYER IN ORDINARY COURSE OF BUSINESS. Except
15 as otherwise provided in sub. (5), a buyer in ordinary course of business, other than
16 a person buying farm products from a person engaged in farming operations, takes
17 free of a security interest created by the buyer's seller, even if the security interest
18 is perfected and the buyer knows of its existence.

19 (2) BUYER OF CONSUMER GOODS. Except as otherwise provided in sub. (5), a buyer
20 of goods from a person who used or bought the goods for use primarily for personal,
21 family or household purposes takes free of a security interest, even if perfected, if the
22 buyer buys:

23 (a) Without knowledge of the security interest;

24 (b) For value;

25 (c) Primarily for the buyer's personal, family or household purposes; and

1 (d) Before the filing of a financing statement covering the goods.

2 (3) EFFECTIVENESS OF FILING FOR SUB. (2). To the extent that it affects the priority
3 of a security interest over a buyer of goods under sub. (2), the period of effectiveness
4 of a filing made in the jurisdiction in which the seller is located is governed by s.
5 409.316 (1) and (2).

6 (4) BUYER IN ORDINARY COURSE OF BUSINESS AT WELLHEAD OR MINEHEAD. A buyer
7 in ordinary course of business buying oil, gas or other minerals at the wellhead or
8 minehead or after extraction takes free of an interest arising out of an encumbrance.

9 (5) POSSESSORY SECURITY INTEREST NOT AFFECTED. Subsections (1) and (2) do not
10 affect a security interest in goods in the possession of the secured party under s.
11 409.313.

12 **409.321 Licensee of general intangible and lessee of goods in ordinary**
13 **course of business.** (1) LICENSEE IN ORDINARY COURSE OF BUSINESS. In this section,
14 “licensee in ordinary course of business” means a person that becomes a licensee of
15 a general intangible in good faith, without knowledge that the license violates the
16 rights of another person in the general intangible, and in the ordinary course from
17 a person in the business of licensing general intangibles of that kind. A person
18 becomes a licensee in the ordinary course if the license to the person comports with
19 the usual or customary practices in the kind of business in which the licensor is
20 engaged or with the licensor’s own usual or customary practices.

21 (2) RIGHTS OF LICENSEE IN ORDINARY COURSE OF BUSINESS. A licensee in ordinary
22 course of business takes its rights under a nonexclusive license free of a security
23 interest in the general intangible created by the licensor, even if the security interest
24 is perfected and the licensee knows of its existence.

1 **(3) RIGHTS OF LESSEE IN ORDINARY COURSE OF BUSINESS.** A lessee in ordinary
2 course of business takes its leasehold interest free of a security interest in the goods
3 created by the lessor, even if the security interest is perfected and the lessee knows
4 of its existence.

5 **409.322 Priorities among conflicting security interests in and**
6 **agricultural liens on same collateral. (1) GENERAL PRIORITY RULES.** Except as
7 otherwise provided in this section, priority among conflicting security interests and
8 agricultural liens in the same collateral is determined according to the following
9 rules:

10 (a) Conflicting perfected security interests and agricultural liens rank
11 according to priority in time of filing or perfection. Priority dates from the earlier of
12 the time a filing covering the collateral is first made or the security interest or
13 agricultural lien is first perfected, if there is no period thereafter when there is
14 neither filing nor perfection.

15 (b) A perfected security interest or agricultural lien has priority over a
16 conflicting unperfected security interest or agricultural lien.

17 (c) The first security interest or agricultural lien to attach or become effective
18 has priority if conflicting security interests and agricultural liens are unperfected.

19 **(2) TIME OF PERFECTION: PROCEEDS AND SUPPORTING OBLIGATIONS.** For the
20 purposes sub. (1) (a):

21 (a) The time of filing or perfection as to a security interest in collateral is also
22 the time of filing or perfection as to a security interest in proceeds; and

23 (b) The time of filing or perfection as to a security interest in collateral
24 supported by a supporting obligation is also the time of filing or perfection as to a
25 security interest in the supporting obligation.

1 **(3) SPECIAL PRIORITY RULES: PROCEEDS AND SUPPORTING OBLIGATIONS.** Except as
2 otherwise provided in sub. (6), a security interest in collateral which qualifies for
3 priority over a conflicting security interest under s. 409.327, 409.328, 409.329,
4 409.330 or 409.331 also has priority over a conflicting security interest in:

- 5 (a) Any supporting obligation for the collateral; and
6 (b) Proceeds of the collateral if:
7 1. The security interest in proceeds is perfected;
8 2. The proceeds are cash proceeds or of the same type as the collateral; and
9 3. In the case of proceeds that are proceeds of proceeds, all intervening proceeds
10 are cash proceeds, proceeds of the same type as the collateral or an account relating
11 to the collateral.

12 **(4) FIRST-TO-FILE PRIORITY RULE FOR CERTAIN COLLATERAL.** Subject to sub. (5) and
13 except as otherwise provided in sub. (6), if a security interest in chattel paper, deposit
14 accounts, negotiable documents, instruments, investment property or
15 letter-of-credit rights is perfected by a method other than filing, conflicting
16 perfected security interests in proceeds of the collateral rank according to priority in
17 time of filing.

18 **(5) APPLICABILITY OF SUB. (4).** Subsection (4) applies only if the proceeds of the
19 collateral are not cash proceeds, chattel paper, negotiable documents, instruments,
20 investment property or letter-of-credit rights.

21 **(6) LIMITATIONS ON SUBS. (1) TO (5).** Subsections (1) to (5) are subject to:
22 (a) Subsection (7) and the other provisions of this subchapter;
23 (b) Section 404.210 with respect to a security interest of a collecting bank;
24 (c) Section 405.118 with respect to a security interest of an issuer or nominated
25 person; and

1 (d) Section 409.110 with respect to a security interest arising under ch. 402 or
2 411.

3 (7) PRIORITY UNDER AGRICULTURAL LIEN STATUTE. A perfected agricultural lien on
4 collateral has priority over a conflicting security interest in or agricultural lien on
5 the same collateral if the statute creating the agricultural lien so provides.

6 **409.323 Future advances. (1) WHEN PRIORITY BASED ON TIME OF ADVANCE.**
7 Except as otherwise provided in sub. (3), for purposes of determining the priority of
8 a perfected security interest under s. 409.322 (1) (a), perfection of the security
9 interest dates from the time an advance is made to the extent that the security
10 interest secures an advance that:

11 (a) Is made while the security interest is perfected only:

- 12 1. Under s. 409.309 when it attaches; or
13 2. Temporarily under s. 409.312 (5), (6) or (7); and

14 (b) Is not made pursuant to a commitment entered into before or while the
15 security interest is perfected by a method other than under s. 409.309 or 409.312 (5),
16 (6) or (7).

17 (2) LIEN CREDITOR. Except as otherwise provided in sub. (3), a security interest
18 is subordinate to the rights of a person that becomes a lien creditor to the extent that
19 the security interest secures an advance made more than 45 days after the person
20 becomes a lien creditor unless the advance is made:

21 (a) Without knowledge of the lien; or

22 (b) Pursuant to a commitment entered into without knowledge of the lien.

23 (3) BUYER OF RECEIVABLES. Subsections (1) and (2) do not apply to a security
24 interest held by a secured party that is a buyer of accounts, chattel paper, payment
25 intangibles or promissory notes or a consignor.

1 (4) BUYER OF GOODS. Except as otherwise provided in sub. (5), a buyer of goods
2 other than a buyer in ordinary course of business takes free of a security interest to
3 the extent that it secures advances made after the earlier of:

- 4 (a) The time the secured party acquires knowledge of the buyer's purchase; or
5 (b) Forty-five days after the purchase.

 ****NOTE: Current s. 409.307 is nonuniform in that it does not include 9-307 (3).
That subsection reads: "(3) A buyer other than a buyer in ordinary course of business
(subsection (1) of this section) takes free of a security interest to the extent that it secures
future advances made after the secured party acquires knowledge of the purchase, or
more than 45 days after the purchase, whichever first occurs, unless made pursuant to
a commitment entered into without knowledge of the purchase and before the expiration
of the 45 day period.". The conversion table lists 9-307 (3) as the source for part of 9-323.
Should any part of new s. 409.323 be changed or eliminated to carry forth the deletion of
this subsection?

6 (5) ADVANCES MADE PURSUANT TO COMMITMENT: PRIORITY OF BUYER OF GOODS.
7 Subsection (4) does not apply if the advance is made pursuant to a commitment
8 entered into without knowledge of the buyer's purchase and before the expiration of
9 the 45-day period.

10 (6) LESSEE OF GOODS. Except as otherwise provided in sub. (7), a lessee of goods,
11 other than a lessee in ordinary course of business, takes the leasehold interest free
12 of a security interest to the extent that it secures advances made after the earlier of:

- 13 (a) The time the secured party acquires knowledge of the lease; or
14 (b) Forty-five days after the lease contract becomes enforceable.

15 (7) ADVANCES MADE PURSUANT TO COMMITMENT: PRIORITY OF LESSEE OF GOODS.
16 Subsection (6) does not apply if the advance is made pursuant to a commitment
17 entered into without knowledge of the lease and before the expiration of the 45-day
18 period.

19 **409.324 Priority of purchase-money security interests.** (1) GENERAL
20 RULE: PURCHASE-MONEY PRIORITY. Except as otherwise provided in sub. (7), a perfected

1 purchase-money security interest in goods other than inventory or livestock has
2 priority over a conflicting security interest in the same goods, and, except as
3 otherwise provided in s. 409.327, a perfected security interest in its identifiable
4 proceeds also has priority, if the purchase-money security interest is perfected when
5 the debtor receives possession of the collateral or within 20 days thereafter.

6 (2) INVENTORY PURCHASE-MONEY PRIORITY. Subject to sub. (3) and except as
7 otherwise provided in sub. (7), a perfected purchase-money security interest in
8 inventory has priority over a conflicting security interest in the same inventory, has
9 priority over a conflicting security interest in chattel paper or an instrument
10 constituting proceeds of the inventory and in proceeds of the chattel paper, if so
11 provided in s. 409.330, and, except as otherwise provided in s. 409.327, also has
12 priority in identifiable cash proceeds of the inventory to the extent the identifiable
13 cash proceeds are received on or before the delivery of the inventory to a buyer, if:

14 (a) The purchase-money security interest is perfected when the debtor receives
15 possession of the inventory;

16 (b) The purchase-money secured party sends an authenticated notification to
17 the holder of the conflicting security interest;

18 (c) The holder of the conflicting security interest receives the notification within
19 5 years before the debtor receives possession of the inventory; and

20 (d) The notification states that the person sending the notification has or
21 expects to acquire a purchase-money security interest in inventory of the debtor and
22 describes the inventory.

23 (3) HOLDERS OF CONFLICTING INVENTORY SECURITY INTERESTS TO BE NOTIFIED.
24 Subsection (2) (b) to (d) apply only if the holder of the conflicting security interest had
25 filed a financing statement covering the same types of inventory:

1 (a) If the purchase–money security interest is perfected by filing, before the
2 date of the filing; or

3 (b) If the purchase–money security interest is temporarily perfected without
4 filing or possession under s. 409.312 (6), before the beginning of the 20–day period
5 thereunder.

6 (4) LIVESTOCK PURCHASE–MONEY PRIORITY. Subject to sub. (5) and except as
7 otherwise provided in sub. (7), a perfected purchase–money security interest in
8 livestock that are farm products has priority over a conflicting security interest in
9 the same livestock, and, except as otherwise provided in s. 409.327, a perfected
10 security interest in their identifiable proceeds and identifiable products in their
11 unmanufactured states also has priority, if:

12 (a) The purchase–money security interest is perfected when the debtor receives
13 possession of the livestock;

14 (b) The purchase–money secured party sends an authenticated notification to
15 the holder of the conflicting security interest;

16 (c) The holder of the conflicting security interest receives the notification within
17 6 months before the debtor receives possession of the livestock; and

18 (d) The notification states that the person sending the notification has or
19 expects to acquire a purchase–money security interest in livestock of the debtor and
20 describes the livestock.

21 (5) HOLDERS OF CONFLICTING LIVESTOCK SECURITY INTERESTS TO BE NOTIFIED.
22 Subsection (4) (b) to (d) apply only if the holder of the conflicting security interest had
23 filed a financing statement covering the same types of livestock:

24 (a) If the purchase–money security interest is perfected by filing, before the
25 date of the filing; or

1 (b) If the purchase-money security interest is temporarily perfected without
2 filing or possession under s. 409.312 (6), before the beginning of the 20-day period
3 thereunder.

4 (6) SOFTWARE PURCHASE-MONEY PRIORITY. Except as otherwise provided in sub.
5 (7), a perfected purchase-money security interest in software has priority over a
6 conflicting security interest in the same collateral, and, except as otherwise provided
7 in s. 409.327, a perfected security interest in its identifiable proceeds also has
8 priority, to the extent that the purchase-money security interest in the goods in
9 which the software was acquired for use has priority in the goods and proceeds of the
10 goods under this section.

11 (7) CONFLICTING PURCHASE-MONEY SECURITY INTERESTS. If more than one security
12 interest qualifies for priority in the same collateral under sub. (1), (2), (4) or (6):

13 (a) A security interest securing an obligation incurred as all or part of the price
14 of the collateral has priority over a security interest securing an obligation incurred
15 for value given to enable the debtor to acquire rights in or the use of collateral; and

16 (b) In all other cases, s. 409.322 (1) applies to the qualifying security interests.

17 **409.325 Priority of security interests in transferred collateral.** (1)
18 SUBORDINATION OF SECURITY INTEREST IN TRANSFERRED COLLATERAL. Except as
19 otherwise provided in sub. (2), a security interest created by a debtor is subordinate
20 to a security interest in the same collateral created by another person if:

21 (a) The debtor acquired the collateral subject to the security interest created by
22 the other person;

23 (b) The security interest created by the other person was perfected when the
24 debtor acquired the collateral; and

25 (c) There is no period thereafter when the security interest is unperfected.

1 **(2) LIMITATION OF SUB. (1) SUBORDINATION.** Subsection (1) subordinates a security
2 interest only if the security interest:

3 (a) Otherwise would have priority solely under s. 409.322 (1) or 409.324; or

4 (b) Arose solely under s. 402.711 (3) or 411.508 (5).

5 **409.326 Priority of security interests created by new debtor.** (1)
6 **SUBORDINATION OF SECURITY INTEREST CREATED BY NEW DEBTOR.** Subject to sub. (2), a
7 security interest created by a new debtor which is perfected by a filed financing
8 statement that is effective solely under s. 409.508 in collateral in which a new debtor
9 has or acquires rights is subordinate to a security interest in the same collateral
10 which is perfected other than by a filed financing statement that is effective solely
11 under s. 409.508.

12 **(2) PRIORITY UNDER OTHER PROVISIONS; MULTIPLE ORIGINAL DEBTORS.** The other
13 provisions of this subchapter determine the priority among conflicting security
14 interests in the same collateral perfected by filed financing statements that are
15 effective solely under s. 409.508. However, if the security agreements to which a new
16 debtor became bound as debtor were not entered into by the same original debtor, the
17 conflicting security interests rank according to priority in time of the new debtor's
18 having become bound.

19 **409.327 Priority of security interests in deposit account.** The following
20 rules govern priority among conflicting security interests in the same deposit
21 account:

22 (1) A security interest held by a secured party having control of the deposit
23 account under s. 409.104 has priority over a conflicting security interest held by a
24 secured party that does not have control.

1 (2) Except as otherwise provided in subs. (3) and (4), security interests
2 perfected by control under s. 409.314 rank according to priority in time of obtaining
3 control.

4 (3) Except as otherwise provided in sub. (4), a security interest held by the bank
5 with which the deposit account is maintained has priority over a conflicting security
6 interest held by another secured party.

7 (4) A security interest perfected by control under s. 409.104 (1) (c) has priority
8 over a security interest held by the bank with which the deposit account is
9 maintained.

10 **409.328 Priority of security interests in investment property.** The
11 following rules govern priority among conflicting security interests in the same
12 investment property:

13 (1) A security interest held by a secured party having control of investment
14 property under s. 409.106 has priority over a security interest held by a secured party
15 that does not have control of the investment property.

16 (2) Except as otherwise provided in subs. (3) and (4), conflicting security
17 interests held by secured parties each of which has control under s. 409.106 rank
18 according to priority in time of:

19 (a) If the collateral is a security, obtaining control;

20 (b) If the collateral is a security entitlement carried in a securities account and:

21 1. If the secured party obtained control under s. 408.106 (d) (1), the secured
22 party's becoming the person for which the securities account is maintained;

23 2. If the secured party obtained control under s. 408.106 (d) (2), the securities
24 intermediary's agreement to comply with the secured party's entitlement orders with
25 respect to security entitlements carried or to be carried in the securities account; or

1 3. If the secured party obtained control through another person under s.
2 408.106 (d) (3), the time on which priority would be based under this subsection if
3 the other person were the secured party; or

4 (c) If the collateral is a commodity contract carried with a commodity
5 intermediary, the satisfaction of the requirement for control specified in s. 409.106
6 (2) (b) with respect to commodity contracts carried or to be carried with the
7 commodity intermediary.

8 (3) A security interest held by a securities intermediary in a security
9 entitlement or a securities account maintained with the securities intermediary has
10 priority over a conflicting security interest held by another secured party.

11 (4) A security interest held by a commodity intermediary in a commodity
12 contract or a commodity account maintained with the commodity intermediary has
13 priority over a conflicting security interest held by another secured party.

14 (5) A security interest in a certificated security in registered form which is
15 perfected by taking delivery under s. 409.313 (1) and not by control under s. 409.314
16 has priority over a conflicting security interest perfected by a method other than
17 control.

18 (6) Conflicting security interests created by a broker, securities intermediary
19 or commodity intermediary which are perfected without control under s. 409.106
20 rank equally.

21 (7) In all other cases, priority among conflicting security interests in
22 investment property is governed by ss. 409.322 and 409.323.

23 **409.329 Priority of security interests in letter-of-credit right.** The
24 following rules govern priority among conflicting security interests in the same
25 letter-of-credit right:

1 (1) A security interest held by a secured party having control of the
2 letter-of-credit right under s. 409.107 has priority to the extent of its control over
3 a conflicting security interest held by a secured party that does not have control.

4 (2) Security interests perfected by control under s. 409.314 rank according to
5 priority in time of obtaining control.

6 **409.330 Priority of purchaser of chattel paper or instrument.** (1)

7 PURCHASER'S PRIORITY: SECURITY INTEREST CLAIMED MERELY AS PROCEEDS. A purchaser
8 of chattel paper has priority over a security interest in the chattel paper which is
9 claimed merely as proceeds of inventory subject to a security interest if:

10 (a) In good faith and in the ordinary course of the purchaser's business, the
11 purchaser gives new value and takes possession of the chattel paper or obtains
12 control of the chattel paper under s. 409.105; and

13 (b) The chattel paper does not indicate that it has been assigned to an identified
14 assignee other than the purchaser.

15 (2) PURCHASER'S PRIORITY: OTHER SECURITY INTERESTS. A purchaser of chattel
16 paper has priority over a security interest in the chattel paper which is claimed other
17 than merely as proceeds of inventory subject to a security interest if the purchaser
18 gives new value and takes possession of the chattel paper or obtains control of the
19 chattel paper under s. 409.105 in good faith, in the ordinary course of the purchaser's
20 business and without knowledge that the purchase violates the rights of the secured
21 party.

22 (3) CHATTEL PAPER PURCHASER'S PRIORITY IN PROCEEDS. Except as otherwise
23 provided in s. 409.327, a purchaser having priority in chattel paper under sub. (1)
24 or (2) also has priority in proceeds of the chattel paper to the extent that:

25 (a) Section 409.322 provides for priority in the proceeds; or

1 (b) The proceeds consist of the specific goods covered by the chattel paper or
2 cash proceeds of the specific goods, even if the purchaser's security interest in the
3 proceeds is unperfected.

4 (4) INSTRUMENT PURCHASER'S PRIORITY. Except as otherwise provided in s.
5 409.331 (1), a purchaser of an instrument has priority over a security interest in the
6 instrument perfected by a method other than possession if the purchaser gives value
7 and takes possession of the instrument in good faith and without knowledge that the
8 purchase violates the rights of the secured party.

9 (5) HOLDER OF PURCHASE-MONEY SECURITY INTEREST GIVES NEW VALUE. For
10 purposes of subs. (1) and (2), the holder of a purchase-money security interest in
11 inventory gives new value for chattel paper constituting proceeds of the inventory.

12 (6) INDICATION OF ASSIGNMENT GIVES KNOWLEDGE. For purposes of subs. (2) and
13 (4), if chattel paper or an instrument indicates that it has been assigned to an
14 identified secured party other than the purchaser, a purchaser of the chattel paper
15 or instrument has knowledge that the purchase violates the rights of the secured
16 party.

17 **409.331 Priority of rights of purchasers of instruments, documents and**
18 **securities under other chapters; priority of interests in financial assets and**
19 **security entitlements under ch. 408.** (1) RIGHTS UNDER CHS. 403, 407 AND 408 NOT
20 LIMITED. This chapter does not limit the rights of a holder in due course of a negotiable
21 instrument, a holder to which a negotiable document of title has been duly negotiated
22 or a protected purchaser of a security. These holders or purchasers take priority over
23 an earlier security interest, even if perfected, to the extent provided in chs. 403, 407
24 and 408.

1 **(2) PROTECTION UNDER CH. 408.** This chapter does not limit the rights of or impose
2 liability on a person to the extent that the person is protected against the assertion
3 of an adverse claim under ch. 408.

4 **(3) FILING NOT NOTICE.** Filing under this chapter does not constitute notice of
5 a claim or defense to the holders, or purchasers, or persons described in subs. (1) and
6 (2).

7 **409.332 Transfer of money; transfer of funds from deposit account.** (1)
8 **TRANSFeree OF MONEY.** A transferee of money takes the money free of a security
9 interest unless the transferee acts in collusion with the debtor in violating the rights
10 of the secured party.

11 **(2) TRANSFeree OF FUNDS FROM DEPOSIT ACCOUNT.** A transferee of funds from a
12 deposit account takes the funds free of a security interest in the deposit account
13 unless the transferee acts in collusion with the debtor in violating the rights of the
14 secured party.

15 **409.333 Priority of certain liens arising by operation of law.** (1)
16 **POSSESSORY LIEN.** In this section, “possessory lien” means an interest, other than a
17 security interest or an agricultural lien:

18 (a) Which secures payment or performance of an obligation for services or
19 materials furnished with respect to goods by a person in the ordinary course of the
20 person’s business;

21 (b) Which is created by statute or rule of law in favor of the person; and

22 (c) Whose effectiveness depends on the person’s possession of the goods.

23 **(2) PRIORITY OF POSSESSORY LIEN.** A possessory lien on goods has priority over
24 a security interest in the goods unless the lien is created by a statute that expressly
25 provides otherwise.

1 **409.334 Priority of security interests in fixtures and crops.** (1) SECURITY
2 INTEREST IN FIXTURES UNDER THIS CHAPTER. A security interest under this chapter may
3 be created in goods that are fixtures or may continue in goods that become fixtures.
4 A security interest does not exist under this chapter in ordinary building materials
5 incorporated into an improvement on land.

6 (2) SECURITY INTEREST IN FIXTURES UNDER REAL-PROPERTY LAW. This chapter does
7 not prevent creation of an encumbrance upon fixtures under real property law.

8 (3) GENERAL RULE: SUBORDINATION OF SECURITY INTEREST IN FIXTURES. In cases
9 not governed by subs. (4) to (8), a security interest in fixtures is subordinate to a
10 conflicting interest of an encumbrancer or owner of the related real property other
11 than the debtor.

12 (4) FIXTURES PURCHASE-MONEY PRIORITY. Except as otherwise provided in sub.
13 (8), a perfected security interest in fixtures has priority over a conflicting interest of
14 an encumbrancer or owner of the real property if the debtor has an interest of record
15 in or is in possession of the real property and:

16 (a) The security interest is a purchase-money security interest;

17 (b) The interest of the encumbrancer or owner arises before the goods become
18 fixtures; and

19 (c) The security interest is perfected by a fixture filing before the goods become
20 fixtures or within 20 days thereafter.

21 (5) PRIORITY OF SECURITY INTEREST IN FIXTURES OVER INTERESTS IN REAL PROPERTY.
22 A perfected security interest in fixtures has priority over a conflicting interest of an
23 encumbrancer or owner of the real property if:

24 (a) The debtor has an interest of record in the real property or is in possession
25 of the real property and the security interest:

1 1. Is perfected by a fixture filing before the interest of the encumbrancer or
2 owner is of record; and

3 2. Has priority over any conflicting interest of a predecessor in title of the
4 encumbrancer or owner;

5 (b) Before the goods become fixtures, the security interest is perfected by any
6 method permitted by this chapter and the fixtures are readily removable:

7 1. Factory or office machines;

8 2. Equipment that is not primarily used or leased for use in the operation of the
9 real property; or

10 3. Replacements of domestic appliances that are consumer goods;

11 (c) The conflicting interest is a lien on the real property obtained by legal or
12 equitable proceedings after the security interest was perfected by any method
13 permitted by this chapter; or

14 (d) The security interest is:

15 1. Created in a manufactured home in a manufactured-home transaction; and

16 2. Perfected pursuant to a statute described in s. 409.311 (1) (b).

17 **(6) PRIORITY BASED ON CONSENT, DISCLAIMER, OR RIGHT TO REMOVE.** A security
18 interest in fixtures, whether or not perfected, has priority over a conflicting interest
19 of an encumbrancer or owner of the real property if:

20 (a) The encumbrancer or owner has, in an authenticated record, consented to
21 the security interest or disclaimed an interest in the goods as fixtures; or

22 (b) The debtor has a right to remove the goods as against the encumbrancer or
23 owner.