

Section 9-406 in New Mexico

NMSA 1978, § 55-9-406

AS ENACTED · THE COMPLETE SECTION

- (a) Subject to Subsections (b) through (i) and (l) of this section, an account debtor on an account, chattel paper or a payment intangible may discharge its obligation by paying the assignor until, but not after, the account debtor receives a notification, signed by the assignor or the assignee, that the amount due or to become due has been assigned and that payment is to be made to the assignee. After receipt of the notification, the account debtor may discharge its obligation by paying the assignee and may not discharge the obligation by paying the assignor.
- (b) Subject to Subsections (h) and (l) of this section, notification is ineffective under Subsection (a) of this section: (1) if it does not reasonably identify the rights assigned; (2) to the extent that an agreement between an account debtor and a seller of a payment intangible limits the account debtor's duty to pay a person other than the seller and the limitation is effective under law other than Chapter 55, Article 9 NMSA 1978; or (3) at the option of an account debtor, if the notification notifies the account debtor to make less than the full amount of any installment or other periodic payment to the assignee, even if: (A) only a portion of the account, chattel paper or payment intangible has been assigned to that assignee; (B) a portion has been assigned to another assignee; or (C) the account debtor knows that the assignment to that assignee is limited.
- (c) Subject to Subsections (h) and (l) of this section, if requested by the account debtor, an assignee shall seasonably furnish reasonable proof that the assignment has been made. Unless the assignee complies, the account debtor may discharge its obligation by paying the assignor, even if the account debtor has received a notification under Subsection (a) of this section.
- (d) In this subsection, "promissory note" includes a negotiable instrument that evidences chattel paper. Except as otherwise provided in Subsections (e) and (k) of this section and Sections 55-2A-303 and 55-9-407 NMSA 1978, and subject to Subsection (h) of this section, a term in an agreement between an account debtor and an assignor or in a promissory note is ineffective to the extent that it: (1) prohibits, restricts or requires the consent of the account debtor or person obligated on the promissory note to the assignment or transfer of, or the creation, attachment, perfection or enforcement of a security interest in, the account, chattel paper, payment intangible or promissory note; or (2) provides that the assignment or transfer or the creation, attachment, perfection or enforcement of the security interest may give rise to a default, breach, right of recoupment, claim, defense, termination, right of termination or remedy under the account, chattel paper, payment intangible or promissory note.
- (e) Subsection (d) of this section does not apply to the sale of a payment intangible or promissory note, other than a sale pursuant to a disposition under Section 55-9-610 NMSA 1978 or an acceptance of collateral under Section 55-9-620 NMSA 1978.
- (f) Except as otherwise provided in Subsection (k) of this section and Sections 55-2A-303 and 55-9-407 NMSA 1978 and subject to Subsections (h) and (i) of this section, a rule of law, statute or regulation that prohibits, restricts or requires the consent of a government, governmental body or official, or account debtor to the assignment or transfer of, or creation of a security interest in, an account or chattel paper is ineffective to the extent that the rule of law, statute or regulation: (1) prohibits, restricts or requires the consent of the government, governmental body or official, or account debtor to the assignment or transfer of, or the creation, attachment, perfection or enforcement of a security interest in the account or chattel paper; or (2) provides that the assignment or transfer or the creation, attachment, perfection or enforcement of the security interest may give rise to a default, breach, right of recoupment, claim, defense, termination, right of termination or remedy under the account or chattel paper.
- (g) Subject to Subsections (h) and (l) of this section, an account debtor may not waive or vary its option under Paragraph (3) of Subsection (b) of this section.
- (h) This section is subject to law other than Chapter 55, Article 9 NMSA 1978 that establishes a different rule for an account debtor who is an individual and who incurred the obligation primarily for personal, family or household purposes.
- (i) This section does not apply to an assignment of a health-care-insurance receivable.
- (j) This section is subject to laws other than Chapter 55, Article 9 NMSA 1978 to the extent that those laws prohibit or restrict the assignment, transfer of or creation of a security interest in benefits, compensation, any other account or chattel paper.
- (k) Subsections (d), (f) and (j) of this section do not apply to a security interest in an ownership interest in a general partnership, limited liability partnership, limited partnership, limited liability limited partnership or limited liability company.

- (1) Subsections (a), (b), (c) and (g) of this section do not apply to a controllable account or controllable payment intangible.

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HISTORY, AS PUBLISHED

History: 1978 Comp., § 55-9-406, enacted by Laws 2001, ch. 139, § 68; 2013, ch. 137, § 10; 2023, ch. 142, § 77.

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