

3—115. Incomplete Instruments.

(1) *When a paper whose contents at the time of signing show that it is intended to become an instrument is signed while still incomplete in any necessary respect it cannot be enforced until completed, but when it is completed in accordance with authority given it is effective as completed.*

(2) *If the completion is unauthorized the rules as to material alteration apply (Section 3—407), even though the paper was not delivered by the maker or drawer; but the burden of establishing that any completion is unauthorized is on the party so asserting.*

3—116. Instruments Payable to Two or More Persons.

An instrument payable to the order of two or more persons

(a) *if in the alternative is payable to any one of them and may be negotiated, discharged or enforced by any of them who has possession of it;*

(b) *if not in the alternative is payable to all of them and may be negotiated, discharged or enforced only by all of them.*

3—117. Instruments Payable with Words of Description.

An instrument made payable to a named person with the addition of words describing him

(a) *as agent or officer of a specified person is payable to his principal but the agent or officer may act as if he were the holder;*

(b) *as any other fiduciary for a specified person or purpose is payable to the payee and may be negotiated, discharged or enforced by him;*

(c) *in any other manner is payable to the payee unconditionally and the additional words are without effect on subsequent parties.*

3—118. Ambiguous Terms and Rules of Construction.

The following rules apply to every instrument:

(a) *Where there is doubt whether the instrument is a draft or a note the holder may treat it as either. A draft drawn on the drawer is effective as a note.*

(b) *Handwritten terms control typewritten and printed terms, and typewritten control printed.*

(c) *Words control figures except that if the words are ambiguous figures control.*

(d) *Unless otherwise specified a provision for interest means interest at the judgment rate at the place of payment from the date of the instrument, or if it is undated from the date of issue.*

(e) *Unless the instrument otherwise specifies two or more persons who sign as maker, acceptor or drawer or indorser and as a part of the same transaction are jointly and severally liable even though the instrument contains such words as "I promise to pay."*

(f) *Unless otherwise specified consent to extension authorizes a single extension for not longer than the original period. A consent to extension, expressed in the instrument, is binding on secondary*