

(b) any other defense or claim of the account debtor against the assignor which accrues before the account debtor receives notification of the assignment.

(2) So far as the right to payment under an assigned contract right has not already become an account, and notwithstanding notification of the assignment, any modification of or substitution for the contract made in good faith and in accordance with reasonable commercial standards is effective against an assignee unless the account debtor has otherwise agreed but the assignee acquires corresponding rights under the modified or substituted contract. The assignment may provide that such modification or substitution is a breach by the assignor.

(3) The account debtor is authorized to pay the assignor until the account debtor receives notification that the account has been assigned and that payment is to be made to the assignee. A notification which does not reasonably identify the rights assigned is ineffective. If requested by the account debtor, the assignee must seasonably furnish reasonable proof that the assignment has been made and unless he does so the account debtor may pay the assignor.

(4) A term in any contract between an account debtor and an assignor which prohibits assignment of an account or contract right to which they are parties is ineffective.

Part 4

Filing

9—401. Place of Filing; Erroneous Filing; Removal of Collateral.—

(1) The proper place to file in order to perfect a security interest is as follows:

(a) When the collateral is equipment used in farming operations, or farm products, or accounts, contract rights or general intangibles arising from or relating to the sale of farm products by a farmer, or consumer goods then in the office of the clerk of the circuit court in the county of the debtor's residence or if the debtor is not a resident of this State then in the office of the clerk of the circuit court in the county where the goods are kept, and in addition when the collateral is crops in the office of the clerk of the circuit court in the county where the land on which the crops are growing or to be grown is located;

(b) when the collateral is goods which at the time the security interest attaches are or are to become fixtures, then in the office where a mortgage on the real estate concerned would be filed or recorded;

(c) in all other cases, in the office of the State Department of Assessments and Taxation and in addition, if the debtor has a place or places of business in only one county of this State, then also in the office of the clerk of the circuit court of the one county in which he has his place or places of business, if any, or, if the debtor has no place of business in this State, but resides in this State, then also in the office of the clerk of the circuit court of the county in which he resides.