

SIMILAR TERM, AND (IV) REQUIRES, AS A CONDITION TO PAYMENT, A COUNTERSIGNATURE BY A PERSON WHOSE SPECIMEN SIGNATURE APPEARS ON THE INSTRUMENT.

(J) "CERTIFICATE OF DEPOSIT" MEANS AN INSTRUMENT CONTAINING AN ACKNOWLEDGMENT BY A BANK THAT A SUM OF MONEY HAS BEEN RECEIVED BY THE BANK AND A PROMISE BY THE BANK TO REPAY THE SUM OF MONEY. A CERTIFICATE OF DEPOSIT IS A NOTE OF THE BANK.

3-105.

(A) "ISSUE" MEANS THE FIRST DELIVERY OF AN INSTRUMENT BY THE MAKER OR DRAWER, WHETHER TO A HOLDER OR NONHOLDER, FOR THE PURPOSE OF GIVING RIGHTS ON THE INSTRUMENT TO ANY PERSON.

(B) AN UNISSUED INSTRUMENT, OR AN UNISSUED INCOMPLETE INSTRUMENT THAT IS COMPLETED, IS BINDING ON THE MAKER OR DRAWER, BUT NONISSUANCE IS A DEFENSE. AN INSTRUMENT THAT IS CONDITIONALLY ISSUED OR IS ISSUED FOR A SPECIAL PURPOSE IS BINDING ON THE MAKER OR DRAWER, BUT FAILURE OF THE CONDITION OR SPECIAL PURPOSE TO BE FULFILLED IS A DEFENSE.

(C) "ISSUER" APPLIES TO ISSUED AND UNISSUED INSTRUMENTS AND MEANS A MAKER OR DRAWER OF AN INSTRUMENT.

3-106.

(A) EXCEPT AS PROVIDED IN THIS SECTION, FOR THE PURPOSES OF § 3-104(A), A PROMISE OR ORDER IS UNCONDITIONAL UNLESS IT STATES (I) AN EXPRESS CONDITION TO PAYMENT, (II) THAT THE PROMISE OR ORDER IS SUBJECT TO OR GOVERNED BY ANOTHER WRITING, OR (III) THAT RIGHTS OR OBLIGATIONS WITH RESPECT TO THE PROMISE OR ORDER ARE STATED IN ANOTHER WRITING. A REFERENCE TO ANOTHER WRITING DOES NOT OF ITSELF MAKE THE PROMISE OR ORDER CONDITIONAL.

(B) A PROMISE OR ORDER IS NOT MADE CONDITIONAL (I) BY A REFERENCE TO ANOTHER WRITING FOR A STATEMENT OF RIGHTS WITH RESPECT TO COLLATERAL, PREPAYMENT, OR ACCELERATION, OR (II) BECAUSE PAYMENT IS LIMITED TO RESORT TO A PARTICULAR FUND OR SOURCE.

(C) IF A PROMISE OR ORDER REQUIRES, AS A CONDITION TO PAYMENT, A COUNTERSIGNATURE BY A PERSON WHOSE SPECIMEN SIGNATURE APPEARS ON THE PROMISE OR ORDER, THE CONDITION DOES NOT MAKE THE PROMISE OR ORDER CONDITIONAL FOR THE PURPOSES OF § 3-104(A). IF THE PERSON WHOSE SPECIMEN SIGNATURE APPEARS ON AN INSTRUMENT FAILS TO COUNTERSIGN THE INSTRUMENT, THE FAILURE TO COUNTERSIGN IS A DEFENSE TO THE OBLIGATION OF THE ISSUER, BUT THE FAILURE DOES NOT PREVENT A TRANSFEREE OF THE INSTRUMENT FROM BECOMING A HOLDER OF THE INSTRUMENT.

(D) IF A PROMISE OR ORDER AT THE TIME IT IS ISSUED OR FIRST COMES INTO POSSESSION OF A HOLDER CONTAINS A STATEMENT, REQUIRED BY APPLICABLE STATUTORY OR ADMINISTRATIVE LAW, TO THE EFFECT THAT THE RIGHTS OF A HOLDER OR TRANSFEREE ARE SUBJECT TO CLAIMS OR DEFENSES THAT THE ISSUER.