such a promissory note as the equivalent of a paper promissory note, you must conform to E-SIGN’s detailed requirements for transferable records. A transferable record is an electronic record that:

1. Would be a note under Article 3 of the Uniform Commercial Code if the electronic record were in writing;
2. The issuer of the electronic record has expressly agreed is a transferable record; and
3. Relates to a loan secured by real property.

(e) Effect on State and Federal law. E-SIGN preempts most State and Federal statutes or regulations, including the Farm Credit Act of 1971, as amended (Act), and its implementing regulations, that require contracts or other business, consumer, or commercial records to be written, signed, or in non-electronic form. Under E-SIGN, an electronic record or signature generally satisfies any provision of the Act, or its implementing regulations that requires such records and signatures to be written, signed, or in paper form. Therefore, unless an exception applies or a necessary condition under E-SIGN has not been met, an electronic record or signature satisfies any applicable provision of the Act or its implementing regulations.

(f) Document integrity and signature authentication. Each System institution must verify the legitimacy of an E-commerce communication, transaction, or access request. Document integrity ensures that the same document is provided to all parties. Signature authentication proves the identities of all parties. The parties to the transaction may determine how to ensure document integrity and signature authentication.

(g) Records retention. Each System institution may maintain all records electronically even if originally they were paper records. The stored electronic record must accurately reflect the information in the original record. The electronic record must be accessible and capable of being reproduced by all persons entitled by law or regulations to review the original record.

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