

BORROWER, PROVIDED THAT NO REFUND OR CREDIT OF LESS THAN \$5 SHALL BE REQUIRED.

(E) IN CONNECTION WITH ANY PREPAYMENT OF ANY LOAN BY A CONSUMER BORROWER, THE BANK CREDIT GRANTOR MAY NOT IMPOSE ANY PREPAYMENT CHARGE.

(F) THE TERMS OF PREPAYMENT OF ANY LOAN MADE TO A BORROWER OTHER THAN A CONSUMER BORROWER SHALL BE THOSE AGREED TO BY THE BANK CREDIT GRANTOR AND THE BORROWER.

12-1010.

(A) A CONSUMER BORROWER MAY, WITH THE CONSENT OF THE BANK CREDIT GRANTOR, REFINANCE THE ENTIRE OUTSTANDING AND UNPAID AMOUNT OF A LOAN, AND THE BANK CREDIT GRANTOR MAY CHARGE AND COLLECT A REFINANCING CHARGE IN CONNECTION WITH ANY REFINANCING IN AN AMOUNT AGREED TO BY THE BANK CREDIT GRANTOR AND THE BORROWER.

(B) FOR PURPOSES OF THIS SECTION, "THE ENTIRE OUTSTANDING AND UNPAID AMOUNT OF A LOAN" IS:

(1) IF THE INTEREST AND CHARGES IN RESPECT OF THE LOAN WERE NOT PRECOMPUTED, THE TOTAL OF THE UNPAID BALANCE AND THE ACCRUED AND UNPAID INTEREST AND CHARGES ON THE DATE OF REFINANCING; OR

(2) IF THE INTEREST AND CHARGES ON THE LOAN WERE PRECOMPUTED, THE TOTAL OF THE UNPAID BALANCE AND THE ACCRUED AND UNPAID CHARGES ON THE DATE OF REFINANCING, LESS THE AMOUNT WHICH THE BANK CREDIT GRANTOR WOULD HAVE BEEN REQUIRED TO REFUND OR CREDIT UPON PREPAYMENT ON THE DATE OF REFINANCING UNDER SECTION 12-1009 OF THIS SUBTITLE GOVERNING REFUNDS UPON PREPAYMENT.

12-1011.

(A) IF A CONSUMER BORROWER DEFAULTS UNDER THE TERMS OF A LOAN AND THE BANK CREDIT GRANTOR REFERS THE BORROWER'S ACCOUNT TO AN ATTORNEY WHO IS NOT A SALARIED EMPLOYEE OF THE BANK CREDIT GRANTOR FOR COLLECTION, THE BANK CREDIT GRANTOR MAY, IF THE AGREEMENT, NOTE, OR OTHER EVIDENCE OF THE LOAN PERMITS, CHARGE AND COLLECT FROM THE BORROWER A REASONABLE ATTORNEY'S FEE.

(B) IF THE AGREEMENT, NOTE, OR OTHER EVIDENCE OF THE LOAN PERMITS, THE BANK CREDIT GRANTOR MAY RECOVER FROM THE BORROWER ALL COURT AND OTHER COLLECTION COSTS ACTUALLY INCURRED BY THE BANK CREDIT GRANTOR RELATING TO THE BORROWER'S DEFAULT.

12-1012.

THIS SUBTITLE DOES NOT PROHIBIT A BANK CREDIT GRANTOR, IN CONNECTION WITH A LOAN TO A NONCONSUMER BORROWER, FROM:

(1) EXTENDING OR DEFERRING ALL OR ANY PORTION OF ANY SCHEDULED PAYMENT UNDER THE LOAN;