- (b) Give to the borrower a plain and complete receipt for every payment made on account of any such loan at the time such payment is made, unless made by personal check in which event such receipt need be given only upon demand.
- (c) Upon repayment of the loan in full, mark indelibly every paper signed by the borrower with the word "paid" or "cancelled," release the mortgage, deed of trust or any other lien and cancel and return any note and such release shall be prepared at the expense of the licensee.

66.

Any borrower may satisfy in full at any time before maturity the amount of any balance to become due on any secondary mortgage obligation, and in so satisfying any such debt shall receive a refund credit on account of the interest taken in advance. The amount of the refund shall represent at least as great a proportion of the total charges, including interest, as the sum of the periodical time balance after the date of prepayment bears to the sum of all the periodical time balances under the schedule of any payments in the original contract.

67.

It shall be unlawful for any person to cause to be placed before the public in this State, directly or indirectly, any false or misleading advertising matter pertaining to secondary mortgage loans or the availability thereof; provided, however, that this section shall not apply to the owner, publisher, operator or employees of any publication or radio or television station which disseminates such advertising matter without knowledge of the false or misleading character thereof.

68.

Any licensee and any officer or employee of a licensee or any person, who shall wilfully violate any of the provisions of this subtitle shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment of not more than one (1) year, or by both such fine and imprisonment, in the discretion of the court.

69.

In any transaction made in violation of the provisions of this subtitle, except where the violation results from an actual or bona fide error of computation, the lender shall be entitled to be repaid only the actual amount of the mortgage loan, exclusive of any interest, costs, or other charges of whatever nature; and further, any lender who shall knowingly violate any provisions of this subtitle shall pay to the borrower an amount equal to triple the excess paid over the amount of interest and/or other charges allowed by law.

70.

The Commissioner is hereby authorized and empowered to make, alter, amend, and repeal such rules and regulations as shall be necessary to the establishment and maintenance of a standard of fair, equitable and honest conduct in the transaction of secondary mortgage loans.