

the date of maturity of the contract as originally scheduled or as deferred, shall be reduced to six (6) per centum SIMPLE INTEREST per annum ON THE UNPAID BALANCES.

[(a)] (b) Interest shall not be payable in advance or compounded and shall be computed on unpaid balances only. The interest which a licensee may charge and receive for each day on which an unpaid balance is outstanding shall not exceed $\frac{1}{360}$ th of the interest permitted hereunder for one year on such unpaid balance. Each of the twelve calendar months in the year shall be treated as having 30 days. The 31st day of each month having 31 days, shall be ignored and omitted, and the necessary number of days shall be added at the end of February to make 30 days, so that the number of days on which interest may be charged and collected in any one month shall always be 30, and in any one year shall always be 360. **[In refinancing a loan in due course of business, the deduction of not more than one month's interest shall not be considered as compounding of interest.]**

(c) In addition to the interest *and charges* **[herein]** provided for **[.]** by this article, no further or other charge, or amount whatsoever for any examination, service, brokerage, commission or other thing, or otherwise, shall be directly or indirectly charged, contracted for or received **[.]** ; *provided however that if part or all of the consideration for a loan contract is the unpaid balance of prior loan made by the licensee to the same borrower, then the principal amount payable under such new loan contract may include the balance of the prior contract which remains after giving the rebate required by Section 16A (b) hereof, if the prior loan was made under Section 16A. If the prior loan was made under or pursuant to the provisions of this Section, the principal of the new contract of loan may include unpaid interest on such prior loan which has accrued within sixty (60) days before the making of such new contract.*

[(b)] (d) If interest, or charges in excess of those permitted by this article shall be charged, contracted for, or received, the contract of loan shall be void and the licensee shall have no right to collect, retain or receive any principal, interest **[or]**, charges or recompense whatsoever **[.]** ; *except that if a licensee shall, as the result of clerical error or mistake, contract for, charge or receive greater interest or charges than permitted by this article, the contract shall not be void if the excess is returned within fifteen (15) days from the date such licensee discovers the clerical error or mistake, or is notified thereof, whichever shall first occur.*

(e) No licensee shall induce or knowingly permit any borrower to split up or divide any loan made under this article for the purpose of obtaining a greater rate of interest or charges than would otherwise be permitted by this article. No licensee shall knowingly permit any husband and wife during coverture, individually or together, or any endorser, guarantor or surety, to be indebted directly or contingently under more than one contract of loan at the same time to such licensee. The term "licensee" as used in this Section shall include every licensed parent, subsidiary or affiliate of a licensee.

(f) No contract of surety or guarantee shall be enforced by any licensee unless the contract of loan with the borrower be executed by the surety or guarantor.