THE BUYER AND THE SELLER OR FINANCIAL INSTITUTION.

(2) A SELLER DOES NOT ESTABLISH TWO OPEN END ACCOUNTS WITHIN THE MEANING OF THIS SUBSECTION SOLELY BECAUSE THE SELLER ACCEPTS PAYMENT FROM A FINANCIAL INSTITUTION, AS DIRECTED BY A BUYER BY USE OF A CREDIT CARD ISSUED TO THE BUYER BY THE FINANCIAL INSTITUTION, AND ALSO ESTABLISHES AN ACCOUNT DIRECTLY PAYABLE TO HIM BY THE BUYER.

REVISOR'S NOTE: This section presently appears as Art. 83, §153D(c), except for that portion of (c)(1) dealing with goods or services under $200, which is now contained in §12-504.

The only changes are in style.

With respect to the substitution of "finance charge" for "service charge," see revisor's note to §12-501(f). With respect to the use of the term "open end account," see revisor's note to §12-501(j).

12-507. NOTE TAKEN AS PART OF ACCOUNT.

(A) NOTE TO REFER TO ACCOUNT.

IF, AS PART OF A RETAIL CREDIT ACCOUNT, A PROMISSORY NOTE IS TAKEN BY THE SELLER OR FINANCIAL INSTITUTION, THE NOTE SHALL REFER TO THE ACCOUNT OUT OF WHICH IT ARISES.

(B) CONFESSION OF JUDGMENT NOT ALLOWED.

THE NOTE MAY NOT CONTAIN A CONFESSION OF JUDGMENT OR ANY POWER OF ATTORNEY TO APPEAR FOR THE BUYER OR FOR ANY SURETY OR GUARANTOR FOR THE BUYER TO CONFESS JUDGMENT.

(C) ASSIGNMENT.

IF THE NOTE IS ASSIGNED, IT IS SUBJECT TO ALL DEFENSES WHICH THE BUYER MIGHT HAVE ASSERTED AGAINST THE SELLER OR FINANCIAL INSTITUTION.

REVISOR'S NOTE: This section presently appears as Art. 83, §153D(f).

The only changes are in style.

12-508. ATTORNEY'S FEES.

IF A RETAIL CREDIT ACCOUNT AGREEMENT PROVIDES FOR THE PAYMENT OF ATTORNEY'S FEES, THAT PROVISION MAY PERMIT THE HOLDER ONLY TO RECEIVE REASONABLE ATTORNEY'S FEES TO BE SET BY A COURT IN THE EVENT OF THE FILING OF SUIT.