

PURCHASING THE GOODS UNDER AN INSTALLMENT SALE AGREEMENT.

REVISOR'S NOTE: This subsection presently appears as Art. 83, §152(m).

The only changes are in style.

(J) GOODS.

"GOODS" MEANS ALL TANGIBLE PERSONAL PROPERTY WHICH HAVE A CASH PRICE OF \$5,000 OR LESS, BUT DOES NOT INCLUDE MONEY OR THINGS IN ACTION.

REVISOR'S NOTE: This subsection presently appears as Art. 83, §152(a).

The only changes are in style.

(K) HOLDER.

"HOLDER" MEANS A PERSON, INCLUDING A SELLER AND A SALES FINANCE COMPANY, ENTITLED TO ENFORCE AN AGREEMENT AGAINST A BUYER.

REVISOR'S NOTE: This subsection presently appears as Art. 83, §152(i).

An express reference to "a seller and a sales finance company" is added for purposes of clarity and emphasis, and without intent to limit the scope of the definition, which, for example, would include a banking institution entitled to enforce the agreement.

The only other changes are in style.

(L) INSTALLMENT SALE AGREEMENT.

(1) "INSTALLMENT SALE AGREEMENT" MEANS A CONTRACT FOR THE RETAIL SALE OF GOODS, NEGOTIATED OR ENTERED INTO IN THE STATE, UNDER WHICH:

(i) PART OR ALL OF THE PRICE IS PAYABLE IN ONE OR MORE PAYMENTS SUBSEQUENT TO THE MAKING OF THE CONTRACT; AND

(ii) THE SELLER TAKES COLLATERAL SECURITY OR RETAINS A SECURITY INTEREST IN THE GOODS SOLD.

(2) "INSTALLMENT SALE AGREEMENT" INCLUDES:

(i) A PROSPECTIVE INSTALLMENT SALE AGREEMENT;

(ii) A CONDITIONAL SALE CONTRACT, PURCHASE