

(1) IF, IN ADDITION TO ANY DOWN PAYMENT, A BUYER IS REQUIRED UNDER AN INSTALLMENT SALE AGREEMENT TO MAKE A PAYMENT TO A SELLER BEFORE THE SELLER IS OBLIGATED TO DELIVER THE GOODS SOLD, THE BUYER MAY CANCEL THE INSTALLMENT SALE AGREEMENT BEFORE DELIVERY OR TENDER OF THE GOODS BY THE SELLER.

(2) NOTWITHSTANDING ANY PROVISION OF THE INSTALLMENT SALE AGREEMENT, IF IT IS CANCELLED PURSUANT TO THIS SUBSECTION, THE SELLER SHALL REFUND TO THE BUYER WITHIN TEN DAYS AFTER NOTICE OF THE CANCELLATION AN AMOUNT EQUAL TO AT LEAST 90 PERCENT OF ALL PAYMENTS MADE BY THE BUYER UNDER THE INSTALLMENT SALE AGREEMENT, INCLUDING ANY DOWN PAYMENT.

(B) BUYER'S REFUSAL TO ACCEPT DELIVERY OF GOODS.

IF, BECAUSE OF A DOWN PAYMENT MADE UNDER AN INSTALLMENT SALE AGREEMENT, THE BUYER IS ENTITLED TO DELIVERY OF THE GOODS BEFORE MAKING ANY FURTHER PAYMENT AND THE BUYER REFUSES TO ACCEPT DELIVERY OF THE GOODS IN ACCORDANCE WITH THE INSTALLMENT SALE AGREEMENT, ALL OR PART OF HIS DOWN PAYMENT MAY BE FORFEITED TO THE EXTENT PROVIDED IN THE INSTALLMENT SALE AGREEMENT.

REVISOR'S NOTE: This section presently appears as Art. 83, §134.

References to the time a down payment is made are deleted as unnecessary in light of the definition of "down payment" in §12-601.

The only other changes are in style.

12-616. CREDIT FOR RECORDING AND FILING FEES.

(A) CREDIT FOR FEES NOT PAID OUT.

IF THE HOLDER DOES NOT PAY OUT TO A PUBLIC OFFICIAL THE FULL AMOUNT CHARGED TO THE BUYER FOR FILING AND RECORDING INSTRUMENTS, THE BUYER SHALL RECEIVE CREDIT FOR THE AMOUNT SO CHARGED TO HIM AND NOT PAID OUT.

(B) CREDIT TO BE MADE AGAINST LAST INSTALLMENT.

THE HOLDER SHALL CREDIT THE AMOUNT OF THE OVERCHARGE AGAINST THE LAST INSTALLMENT OR INSTALLMENTS UNDER THE AGREEMENT.

REVISOR'S NOTE: This section presently appears as Art. 83, §135.

In subsection (a) of this section, the word "actually," as it presently modifies "pay