

(1) FRAUDULENT CONVEYANCE AS DEFINED IN SUBTITLE 2 OF THIS TITLE;

(2) PREFERENTIAL TRANSFER MADE BY THE INSOLVENT TO OR FOR THE BENEFIT OF A CREDITOR WITHIN FOUR MONTHS OF THE COMMENCEMENT OF THE PROCEEDING FOR OR ON ACCOUNT OF AN ANTECEDENT DEBT IF:

(i) THE TRANSFER WAS MADE OR SUFFERED BY THE INSOLVENT; AND

(ii) THE CREDITOR RECEIVING THE PREFERENCE OR HIS AGENT HAD, AT THE TIME WHEN THE TRANSFER WAS MADE, REASONABLE CAUSE TO BELIEVE THAT THE INSOLVENT WAS INSOLVENT.

(3) LIEN AGAINST THE PROPERTY OF THE INSOLVENT OBTAINED BY JUDGMENT, LEVY, OR OTHER LEGAL OR EQUITABLE PROCESS OR PROCEEDING WITHIN FOUR MONTHS OF THE COMMENCEMENT OF THE PROCEEDING, IF AT THE TIME THE LIEN WAS OBTAINED, THE INSOLVENT WAS INSOLVENT.

(D) RIGHTS OF TITLE OF ASSIGNEE OR RECEIVER.

ANY ASSIGNEE FOR THE BENEFIT OF CREDITORS OR RECEIVER OF THE ASSETS OF THE INSOLVENT HAS, AS OF THE DATE OF THE COMMENCEMENT OF THE PROCEEDING, THE RIGHTS:

(1) OF A CREDITOR WHO ON THE DATE OF THE COMMENCEMENT OF THE PROCEEDING OBTAINED A JUDGMENT AGAINST THE INSOLVENT, WHETHER OR NOT SUCH A CREDITOR EXISTS;

(2) OF A CREDITOR WHO ON THE DATE OF COMMENCEMENT OF THE PROCEEDING OBTAINED AN EXECUTION RETURNED UNSATISFIED AGAINST THE INSOLVENT, WHETHER OR NOT SUCH A CREDITOR EXISTS;

(3) OF A CREDITOR WHO ON THE DATE OF THE COMMENCEMENT OF THE PROCEEDING OBTAINED A LIEN BY LEGAL OR EQUITABLE PROCEEDING ON ALL PROPERTY, WHETHER OR NOT COMING INTO POSSESSION OR CONTROL OF THE COURT, ON WHICH A CREDITOR OF THE INSOLVENT ON A SIMPLE CONTRACT COULD HAVE OBTAINED SUCH LIEN, WHETHER OR NOT SUCH A CREDITOR EXISTS; AND

(4) TO AVOID ANY OTHER FRAUDULENT PREFERENCE, PAYMENT, OR TRANSFER WHICH WOULD BE VOID UNDER THIS SUBTITLE.

REVISOR'S NOTE: This section is derived from Art. 47, §§ 8 and 14, and Art. 23, §81. While Art. 47 is proposed for repeal as obsolete, the two