

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That Sections 2-316(1), 3-303, 3-416(6), 9-208(2), 9-403(5), 9-404(1) and (3), 9-405(1) and (2), 9-406, 11-304(f), 11-501(k), 12-104, 12-105(b)(4), 14-401(k), 14-406(c), 14-803(a), 15-102(b), and 17-126(b) of Article - Commercial Law, of the Annotated Code of Maryland (1975 Volume and 1975 Supplement) be and they are hereby repealed and reenacted, with amendments, to read as follows:

Article - Commercial Law

2-316.

(1) Words or conduct relevant to the creation of an express warranty and words or conduct tending to negate or limit warranty shall be construed wherever reasonable as consistent with each other; but subject to the provisions of this title on [parole] PAROL or extrinsic evidence (§ 2-202) negation or limitation is inoperative to the extent that such construction is unreasonable.

3-303.

A holder takes the instrument for value[.]

(a) To the extent that the agreed consideration has been performed or that he acquires a security interest in or a lien on the instrument otherwise than by legal process; or

(b) When he takes the instrument in payment of or as security for an antecedent claim against any person whether or not the claim is due; or

(c) When he gives a negotiable instrument for it or makes an irrevocable commitment to a third person.

3-416.

(6) Any guaranty written on the instrument is [enforcible] ENFORCEABLE notwithstanding any statute of frauds.

9-208.

(2) The secured party must comply with such a request within two weeks after receipt by sending a written correction or approval. If the secured party claims a security interest in all of a particular type of collateral owned by the debtor he may indicate that fact in his reply and need not approve or correct an itemized list of such collateral. If the secured party without reasonable excuse fails to comply he is liable for any loss caused to the debtor thereby; and if the debtor has