

(II) MAKE PAYMENT TO THE HOMEOWNER WITHIN 90 DAYS OF ANY RESALE OF THE PROPERTY SO THAT THE HOMEOWNER RECEIVES CASH PAYMENTS OR CONSIDERATION IN AN AMOUNT EQUAL TO AT LEAST 82% OF THE NET PROCEEDS FROM ANY RESALE OF THE PROPERTY SHOULD A PROPERTY SUBJECT TO A FORECLOSURE RECONVEYANCE BE SOLD WITHIN 18 MONTHS AFTER ENTERING INTO A FORECLOSURE RECONVEYANCE AGREEMENT;

(3) ENTER INTO REPURCHASE OR LEASE TERMS AS PART OF THE FORECLOSURE CONVEYANCE THAT ARE UNFAIR OR COMMERCIALY UNREASONABLE, OR ENGAGE IN ANY OTHER UNFAIR CONDUCT;

(4) REPRESENT, DIRECTLY OR INDIRECTLY, THAT:

(I) THE FORECLOSURE PURCHASER IS ACTING AS AN ADVISOR OR A CONSULTANT, OR IN ANY OTHER MANNER REPRESENT THAT THE FORECLOSURE PURCHASER IS ACTING ON BEHALF OF THE HOMEOWNER;

(II) THE FORECLOSURE PURCHASER HAS CERTIFICATION OR LICENSURE THAT THE FORECLOSURE PURCHASER DOES NOT HAVE;

(III) THE FORECLOSURE PURCHASER IS ASSISTING THE HOMEOWNER TO "SAVE THE HOUSE" OR USE A SUBSTANTIALLY SIMILAR PHRASE; OR

(IV) THE FORECLOSURE PURCHASER IS ASSISTING THE HOMEOWNER IN PREVENTING A FORECLOSURE IF THE RESULT OF THE TRANSACTION IS THAT THE HOMEOWNER WILL NOT COMPLETE A REDEMPTION OF THE PROPERTY;

(5) MAKE ANY OTHER STATEMENTS, DIRECTLY OR BY IMPLICATION, OR ENGAGE IN ANY OTHER CONDUCT THAT IS FALSE, DECEPTIVE, OR MISLEADING, OR THAT HAS THE LIKELIHOOD TO CAUSE CONFUSION OR MISUNDERSTANDING, INCLUDING STATEMENTS REGARDING THE VALUE OF THE RESIDENCE IN FORECLOSURE, THE AMOUNT OF PROCEEDS THE HOMEOWNER WILL RECEIVE AFTER A FORECLOSURE SALE, ANY CONTRACT TERM, OR THE HOMEOWNER'S RIGHTS OR OBLIGATIONS INCIDENT TO OR ARISING OUT OF THE FORECLOSURE RECONVEYANCE; OR

(6) UNTIL THE HOMEOWNER'S RIGHT TO RESCIND OR CANCEL THE TRANSACTION HAS EXPIRED:

(I) RECORD ANY DOCUMENT, INCLUDING AN INSTRUMENT OF CONVEYANCE, SIGNED BY THE HOMEOWNER; OR

(II) TRANSFER OR ENCUMBER OR PURPORT TO TRANSFER OR ENCUMBER ANY INTEREST IN THE RESIDENCE IN FORECLOSURE TO ANY THIRD PARTY.

(C) FOR PURPOSES OF SUBSECTION (B)(1) OF THIS SECTION, THERE IS A REBUTTABLE PRESUMPTION THAT:

(1) A HOMEOWNER HAS A REASONABLE ABILITY TO PAY FOR A SUBSEQUENT RECONVEYANCE OF THE PROPERTY IF THE HOMEOWNER'S PAYMENTS