

~~+0+~~ (P) (1) SUBJECT TO THE RIGHTS OF A LIENHOLDER TO SELL THE REAL PROPERTY, AN OWNER OR THE OWNER'S TENANTS MAY REMAIN IN POSSESSION OF SEIZED REAL PROPERTY UNTIL FORFEITURE IS ORDERED.

(2) THE FORFEITING AUTHORITY MAY APPLY TO THE COURT FOR THE APPOINTMENT OF A RECEIVER TO APPLY INCOME FROM INCOME-PRODUCING PROPERTY.

(3) IF AN OWNER OR THE OWNER'S TENANTS REMAIN IN POSSESSION OF THE REAL PROPERTY AND THAT OWNER'S OR TENANT'S INTEREST IN THE REAL PROPERTY IS FORFEITED, THAT OWNER OR TENANT SHALL IMMEDIATELY SURRENDER THE PROPERTY TO THE SEIZING AGENCY IN SUBSTANTIALLY THE SAME CONDITION AS WHEN SEIZED.

[(k) Any sums realized on any bond posted to regain possession of the vehicle shall be applied as provided for proceeds of sale under subsection (j)(2)(iv) of this section.]

[(l) +P+ (2) Any sale ordered pursuant to this section shall be made for cash and vest in the purchaser a clear and absolute title to the [motor vehicle] PROPERTY that is sold.

[(m) This section shall apply to any motor vehicle, as defined in Title 11 of the Transportation Article.]

~~[(n) +Q+ (R) (1) A LIENHOLDER'S RIGHTS IN PROPERTY MAY NOT BE FORFEITED UNDER THIS SECTION, UNLESS THE LIENHOLDER KNEW OR CONSENTED IN THE VIOLATION OF THIS SUBHEADING GIVING RISE TO THE FORFEITURE.~~

~~+++++ +2+ This [subtitle] SECTION may not be construed to prohibit a [secured party] LIENHOLDER from exercising its rights under applicable law, including the right to sell [a motor vehicle] PROPERTY that has been seized under this [subtitle] SECTION, in the event of a default in the obligation giving rise to the [security interest] LIEN.~~

~~-f-(2)-+ +3+ (i) A [secured party] LIENHOLDER exercising the right to sell [a motor vehicle] PROPERTY that has been seized under this [subtitle] SECTION shall notify the [State's Attorney] FORFEITING AUTHORITY in writing of the [secured party's] LIENHOLDER'S intention to sell the [motor vehicle] PROPERTY.~~

~~(ii) The notice shall be accompanied by copies of documents giving rise to the [security interest] LIEN and shall include an affidavit under oath by the [secured party] LIENHOLDER that the underlying obligation is in default and the reasons for the default.~~

~~(iii) Upon request of the [secured party] LIENHOLDER, the [motor vehicle] PROPERTY shall be released to the [secured party] LIENHOLDER.~~