

(ii) Corrects the error or violation and makes the borrower whole for all losses, including reasonable attorney's fees and interest, where appropriate, within 10 days after the credit grantor receives notice of the error or violation.

(4) The burden shall be on the credit grantor to show that the credit grantor's failure to comply with § 12-903, § 12-904, § 12-905, § 12-910, [or] § 12-911, § 12-913.2, § 12-923(E), OR § 12-924 of this subtitle was unintentional and in good faith.

(b) A credit grantor who knowingly violates any provision of this subtitle shall forfeit to the borrower 3 times the amount of interest, FEES, and charges collected in excess of that authorized by this subtitle.

12-921.

(j) (1) (I) [The] SUBJECT TO SUBSECTION (L) OF THIS SECTION, THE credit grantor shall sell the property that was repossessed at:

1. SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, A private sale [(subject to the provisions of paragraph (2) of this subsection)] ; or

2. A public auction.

(II) At least 10 days before the sale, the credit grantor shall notify the consumer borrower in writing of the time and place of the sale, by certified mail, return receipt requested, sent to the consumer borrower's last known address.

(III) Any sale of repossessed property must be accomplished in a commercially reasonable manner.

(L) (1) (I) IN THIS SUBSECTION, "CONSUMER GOODS" MEANS ANYTHING TANGIBLE PERSONAL PROPERTY USED OR BOUGHT FOR USE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES THAT IS:

1. MOVABLE AT THE TIME A SECURITY INTEREST ATTACHES OR WHICH IS; OR

2. A FIXTURE THAT IS USED OR BOUGHT FOR USE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

(II) "CONSUMER GOODS" DOES NOT INCLUDE MONEY, DOCUMENTS, INSTRUMENTS, ACCOUNTS, CHATTEL PAPER, GENERAL INTANGIBLES, OR MINERALS OR OTHER NATURAL RESOURCES BEFORE EXTRACTION OR GENERAL INTANGIBLES.

(2) THIS SUBSECTION APPLIES TO TANGIBLE PERSONAL PROPERTY SECURING A PLAN THAT:

(I) HAS BEEN REPOSSESSED BY THE CREDIT GRANTOR; AND OR

(II) IS IN ACTUAL OR CONSTRUCTIVE POSSESSION OF THE CREDIT GRANTOR WHERE THE PERFECTION OF THE SECURITY INTEREST IN THE PROPERTY DEPENDS ON THE POSSESSION OF THE PROPERTY.