

(I) THE EFFECTIVE FIXED INTEREST RATE OR INITIAL INTEREST RATE THAT WILL BE APPLIED TO THE LOAN; AND

(II) A RESTATEMENT OF ALL THE REMAINING UNCHANGED PROVISIONS OF THE FINANCING AGREEMENT.

(2) SUBSEQUENT TO EXECUTION OF THE FINANCING AGREEMENT, THE BORROWER MAY WAIVE IN WRITING THE 72-HOUR ADVANCE PRESENTATION REQUIREMENT AND ACCEPT THE COMMITMENT AT SETTLEMENT ONLY IF COMPLIANCE WITH THE 72-HOUR REQUIREMENT IS SHOWN BY THE LENDER TO BE INFEASIBLE.

(D) IF A LENDER FAILS TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION, THE LENDER SHALL BE SUBJECT TO THE PENALTIES SET FORTH IN § 11-523 OF THE FINANCIAL INSTITUTIONS ARTICLE.

(E) (1) A BORROWER AGGRIEVED BY ANY VIOLATION OF THIS SECTION SHALL BE ENTITLED TO BRING A CIVIL SUIT FOR DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, AGAINST THE LENDER.

(2) THE PENALTIES SET OUT UNDER § 12-1018 OF THIS SUBTITLE DO NOT APPLY TO ANY VIOLATION OF THIS SECTION.

(F) THIS SECTION MAY NOT BE CONSTRUED TO EXEMPT A LENDER FROM THE PROVISIONS OF §§ 12-1027 AND 12-1028 OF THIS SUBTITLE.

12-1023.

(A) THIS SECTION APPLIES ONLY TO A LOAN MADE BY A CREDIT GRANTOR UNDER THIS SUBTITLE TO A CONSUMER BORROWER.

~~(B) (1) AS A CONDITION TO RECEIVING A LOAN, A CREDIT GRANTOR MAY NOT REQUIRE A BORROWER TO MAKE ANY FALSE OR MISLEADING STATEMENT OR CHARACTERIZATION THAT THE LOAN IS A COMMERCIAL LOAN OR FOR A COMMERCIAL PURPOSE IF THE LOAN IS NOT A COMMERCIAL LOAN OR FOR A COMMERCIAL PURPOSE.~~

~~(2) THIS SUBSECTION MAY NOT AFFECT THE REBUTTABLE PRESUMPTION THAT THE LOAN WAS A COMMERCIAL LOAN OR MADE FOR COMMERCIAL PURPOSES.~~

~~(C)~~ (B) (1) PARAGRAPH (2) OF THIS SUBSECTION APPLIES ONLY TO A LOAN OR AN EXTENSION OF CREDIT PRIMARILY FOR PERSONAL, HOUSEHOLD, OR FAMILY PURPOSES.

(2) AN AGREEMENT, NOTE, OR OTHER EVIDENCE OF A LOAN MAY NOT CONTAIN:

(I) AN ASSIGNMENT OR ORDER FOR THE PAYMENT OF WAGES, WHETHER EARNED OR TO BE EARNED, OR OF ANY CHOSE IN ACTION COVERING LOST WAGES;