

~~(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;

(II) AN ACCELERATION CLAUSE UNDER WHICH ANY PART OR ALL OF THE UNPAID BALANCE OF THE LOAN NOT YET MATURED MAY BE DECLARED DUE AND PAYABLE BECAUSE THE CREDIT GRANTOR DEEMS ITSELF INSECURE;

(III) A CONFESSION OF JUDGMENT OR ANY POWER OF ATTORNEY AUTHORIZING THE CREDIT GRANTOR TO APPEAR IN COURT TO CONFESS JUDGMENT AGAINST THE BORROWER OR A SURETY OR GUARANTOR OF THE BORROWER, OR ANY OTHER WAIVER OF THE RIGHT TO NOTICE AND AN OPPORTUNITY TO BE HEARD IN THE EVENT OF SUIT OR PROCESS THEREON; OR

~~(IV) EXCEPT AS EXPRESSLY ALLOWED BY LAW, A PROVISION BY WHICH THE BORROWER WAIVES ANY RIGHT ACCRUING TO THE BORROWER UNDER THIS SUBTITLE; OR~~

~~(V) (IV) A PROVISION BY WHICH A PERSON ACTING ON BEHALF OF A HOLDER OF THE AGREEMENT, NOTE, OR OTHER EVIDENCE OF THE LOAN IS TREATED AS AN AGENT OF THE BORROWER IN CONNECTION WITH ITS FORMATION OR EXECUTION.~~

(3) EXCEPT AS EXPRESSLY ALLOWED BY LAW, AN AGREEMENT, NOTE, OR OTHER EVIDENCE OF A LOAN MAY NOT CONTAIN A PROVISION BY WHICH THE BORROWER WAIVES ANY RIGHT ACCRUING TO THE BORROWER UNDER THIS SUBTITLE.

~~(2) (4) (1) ANY CLAUSE OR PROVISION IN AN AGREEMENT, NOTE, OR OTHER EVIDENCE OF A LOAN THAT IS IN VIOLATION OF THIS SUBSECTION SHALL BE UNENFORCEABLE.~~