

~~(2) TENDER PERFORMANCE OF ANY OTHER PROMISE FOR THE BREACH OF WHICH THE PROPERTY WAS REPOSSESSED; AND~~

~~(3) IF THE DISCRETIONARY NOTICE PROVIDED FOR IN SUBSECTION (C) OF THIS SECTION WAS GIVEN, PAY THE ACTUAL AND REASONABLE EXPENSES OF RETAKING AND STORING THE PROPERTY.~~

~~(I) (1) NOTWITHSTANDING SUBSECTIONS (G) AND (H) OF THIS SECTION, THE CREDIT UNION SHALL HAVE THE RIGHT TO REQUIRE THE BORROWER TO TENDER PAYMENT OF THE ENTIRE BALANCE DUE UNDER THE AGREEMENT IF:~~

~~(I) THE DATE OF THE DEFAULT IN THE PAYMENTS DUE UNDER THE AGREEMENT THAT LED TO THE PRESENT REPOSSESSION OCCURRED WITHIN 18 MONTHS AFTER THE LAST REPOSSESSION; OR~~

~~(II) THE BORROWER WAS GUILTY OF FRAUDULENT CONDUCT, INTENTIONALLY AND WRONGFULLY CONCEALED, REMOVED, DAMAGED, OR DESTROYED THE PROPERTY, OR ATTEMPTED TO DO SO; AND THE PROPERTY WAS REPOSSESSED BECAUSE OF THAT CONDUCT.~~

~~(2) UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE PAYMENT BY THE BORROWER OF THE ENTIRE BALANCE DUE UNDER THE AGREEMENT SHALL:~~

~~(I) CONSTITUTE REDEMPTION BY THE BORROWER; AND~~

~~(II) ENTITLE THE BORROWER TO TAKE POSSESSION OF THE PROPERTY.~~

~~(J) (1) (I) SUBJECT TO SUBSECTION (L) OF THIS SECTION, THE CREDIT UNION SHALL SELL THE PROPERTY THAT WAS REPOSSESSED AT:~~

~~1. SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, A PRIVATE SALE; OR~~

~~2. A PUBLIC AUCTION.~~

~~(II) AT LEAST 10 DAYS BEFORE THE SALE, THE CREDIT UNION SHALL NOTIFY THE BORROWER IN WRITING OF THE TIME AND PLACE OF THE SALE, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, SENT TO THE LAST KNOWN ADDRESS OF THE BORROWER.~~

~~(III) A SALE OF REPOSSESSED PROPERTY SHALL BE ACCOMPLISHED IN A COMMERCIALY REASONABLE MANNER.~~

~~(2) IN THE CASE OF A PRIVATE SALE OF REPOSSESSED PROPERTY UNDER THIS SECTION, THE CREDIT UNION SHALL MAKE A FULL ACCOUNTING, IN WRITING, TO THE BORROWER THAT INCLUDES:~~

~~(I) THE UNPAID BALANCE AT THE TIME THE PROPERTY WAS REPOSSESSED;~~

~~(II) THE REFUND CREDIT OF UNEARNED FINANCE CHARGES AND INSURANCE PREMIUMS, IF ANY;~~