

~~(H) 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.~~

~~(H) 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;~~

~~(III) THE REMAINING NET BALANCE;~~

~~(IV) THE PROCEEDS OF THE SALE OF THE PROPERTY;~~

~~(V) THE REMAINING DEFICIENCY BALANCE, IF ANY, OR THE AMOUNT DUE THE BORROWER;~~

~~(VI) ALL EXPENSES INCURRED AS A RESULT OF THE SALE;~~

~~(VII) A STATEMENT THAT THE BANK COMMISSIONER MAY REQUIRE THE BUYER'S NAME AND BUSINESS ADDRESS TO BE PROVIDED TO THE BORROWER WHENEVER IT IS NECESSARY TO ASCERTAIN THAT:~~

~~1. THE SALE WAS ACCOMPLISHED IN A COMMERCIALY REASONABLE MANNER; AND~~