

2: ~~ANY ALLEGED DEFICIENCY BALANCE DUE THE SELLER IS, IN FACT, DUE;~~

~~(VIII) THE NUMBER OF BIDS SOUGHT AND RECEIVED; AND~~

~~(IX) ANY STATEMENT AS TO THE CONDITION OF THE PROPERTY AT THE TIME OF REPOSSESSION WHICH WOULD CAUSE THE VALUE TO BE INCREASED OR DECREASED ABOVE OR BELOW THE MARKET VALUE FOR PROPERTY OF LIKE KIND AND QUALITY.~~

~~(3) (I) THE BANK COMMISSIONER MAY MAKE A DETERMINATION THAT A PRIVATE SALE WAS NOT ACCOMPLISHED IN A COMMERCIALY REASONABLE MANNER.~~

~~(II) IF THE BANK COMMISSIONER DETERMINES THAT A PRIVATE SALE WAS NOT ACCOMPLISHED IN A COMMERCIALY REASONABLE MANNER, THE BANK COMMISSIONER MAY ENTER AN ORDER DISALLOWING ANY CLAIM FOR A DEFICIENCY BALANCE.~~

~~(K) (1) THIS SUBSECTION SHALL APPLY TO A PUBLIC SALE OF PROPERTY WHICH SECURED A LOAN IN EXCESS OF \$2,000 AT THE TIME THE LOAN WAS MADE.~~

~~(2) THE PROCEEDS OF A PUBLIC SALE SHALL BE APPLIED, IN THE FOLLOWING ORDER, TO:~~

~~(I) THE ACTUAL AND REASONABLE COST OF THE SALE;~~

~~(II) THE ACTUAL AND REASONABLE COST OF RETAKING AND STORING THE PROPERTY; AND~~

~~(III) THE UNPAID BALANCE OWING UNDER THE AGREEMENT AT THE TIME THE PROPERTY WAS REPOSSESSED.~~

~~(3) THE CREDIT UNION SHALL FURNISH TO THE BORROWER A WRITTEN STATEMENT WHICH SHOWS THE DISTRIBUTION OF THE PROCEEDS.~~

~~(4) IF THE PROVISIONS OF THIS SECTION, INCLUDING THE REQUIREMENT OF FURNISHING A NOTICE FOLLOWING REPOSSESSION, ARE NOT FOLLOWED, THE CREDIT UNION SHALL NOT BE ENTITLED TO ANY DEFICIENCY JUDGMENT TO WHICH THE CREDIT UNION WOULD BE ENTITLED UNDER THE LOAN AGREEMENT.~~

~~(L) (1) (I) IN THIS SUBSECTION, "CONSUMER GOODS" MEANS 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~~

~~2. A FIXTURE.~~