

12-921.

(a) (1) A credit grantor may repossess tangible personal property securing a plan under an agreement if the consumer borrower is in default.

(2) The credit grantor may repossess tangible personal property from a consumer borrower only by:

- (i) Legal process; or
- (ii) Self-help, without use of force.

(b) Nothing in this section authorizes a violation of criminal law.

(c) (1) At least 10 days before a credit grantor repossesses any tangible personal property, the credit grantor may serve a written notice on the consumer borrower of the intention to repossess the tangible personal property.

(2) The notice shall:

(i) State the default and any period at the end of which the tangible personal property will be repossessed; and

(ii) Briefly state the rights of the consumer borrower in case the tangible personal property is repossessed.

(d) The notice may be delivered to the consumer borrower personally or sent to him at his last known address by registered or certified mail.

(e) Within 5 days after the credit grantor repossesses the tangible personal property the credit grantor shall deliver to the consumer borrower personally or send to him at his last known address by registered or certified mail, a written notice which briefly states:

(1) The right of the consumer borrower to redeem the tangible personal property, and the amount payable for it;

(2) The rights of the consumer borrower as to a resale, and his liability for a deficiency; and

(3) The exact location where the tangible personal property is stored and the address where any payment is to be made.

(f) For 15 days after the credit grantor gives the notice required by subsection (e) of this section, the credit grantor shall retain any repossessed property.

(g) During the period provided for in subsection (f) of this section, the consumer borrower may:

- (1) Redeem and take possession of the property; and
- (2) Resume the performance of the agreement.

(h) To redeem the property, the consumer borrower shall: