

2. A fixture.

(ii) "Consumer goods" does not include money, documents, instruments, accounts, chattel paper, or general intangibles.

(2) This subsection applies to tangible personal property securing a loan that:

(i) Has been repossessed by the credit grantor; or

(ii) Is in actual or constructive possession of the credit grantor where the perfection of the security interest in the property depends on the possession of the property.

(3) In the case of a purchase money security interest in consumer goods, if a consumer borrower has paid 60 percent of the cash price or 60 percent of the loan in the case of another security interest in consumer goods and, after default, has not signed a statement renouncing or modifying the consumer borrower's rights under this subsection, a credit grantor who has repossessed the consumer goods must take reasonable action within 90 days after the repossession to commence disposal of them in the manner provided under subsection (j) of this section.

(4) (i) In any other case involving tangible personal property securing a loan, a credit grantor may, after default, propose to retain the property in full satisfaction of the obligations of the borrower under the loan.

(ii) If, as authorized by subparagraph (i) of this paragraph, a credit grantor proposes to retain property in full satisfaction of the obligations of the borrower under the loan, the credit grantor shall send written notice of the proposal to:

1. The consumer borrower; and

2. Except in the case of consumer goods, any other person who has a security interest in the property and who:

A. Has duly filed a financing statement indexed in the name of the consumer borrower in this State; or

B. Is known by the credit grantor to have a security interest in the property.

(iii) 1. If the consumer borrower or other person entitled to receive notification objects in writing within 30 days from the sending of the notification, the credit grantor must take reasonable action to dispose of the property in the manner provided under subsection (j) of this section.

2. In the absence of written objection, the credit grantor may retain the property in full satisfaction of the outstanding unpaid indebtedness under the loan.

(5) If despite complying with the requirements of this section there is no sale of tangible personal property securing a loan under subsection (j) of this section: