

DRAFTER'S NOTE:

Error: Incorrect word usage in § 12-126(c)(1) of the Commercial Law Article.

Occurred: Ch. 409, Acts of 1991.

12-610.1.

Any agreement made before July 1, 1982, which is refinanced at a higher rate allowed by Section 12-609(f) or [12-610(3)] § 12-610(3) must comply with the following requirements:

(1) The holder must give the following disclosures in writing to the buyer prior to the execution by the buyer of the new agreement:

If you do agree to consolidate your existing obligation, you will be paying an annual percentage rate of . . . % on the existing net balance of \$. . . . , instead of the rate of . . . % which you are now paying.

Schedule of Monthly Payments

Separate Purchase Agreements	Consolidated Purchase Agreement
\$ per month for the next months	\$ per month for the next months
then	
\$ per month for months after that	
Total of Payments	
\$ total of payments for your existing purchases total of payments for your new purchases	Consolidated agreement \$ total of payments for your consolidated purchases

(2) The holder must allow the buyer the choice of repaying his existing purchase balance at the originally agreed upon rate and obtaining any additional extension of credit as a separate agreement, notwithstanding any law which limits the holder's ability to have more than 1 agreement with the same buyer;

(3) An existing balance may be refinanced only upon the buyer's request;

(4) The holder must refund or credit to the buyer's account any unearned finance charge and any returned insurance premiums upon the cancellation of insurance sold in connection with the purchases;

(5) The holder must allow the buyer the right to cancel the consolidated purchase agreement within 3 business days and to elect the separate account option pursuant to subsection (2). The holder shall provide to the buyer conspicuous notice of the provisions of this subsection; and