

(A) A FORECLOSURE CONSULTANT HAS A DUTY TO PROVIDE THE HOMEOWNER WITH WRITTEN COPIES OF ANY RESEARCH THE FORECLOSURE CONSULTANT HAS REGARDING THE VALUE OF THE HOMEOWNER'S RESIDENCE IN DEFAULT, INCLUDING ANY INFORMATION ON SALES OF COMPARABLE PROPERTIES OR ANY APPRAISALS.

(B) A FORECLOSURE CONSULTANT OWES THE SAME DUTY OF CARE TO A HOMEOWNER AS A LICENSED REAL ESTATE BROKER OWES TO A CLIENT UNDER § 17-532 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE.

Part III. [Foreclosure Purchases] SALES OR TRANSFERS OF RESIDENCES IN DEFAULT.

7-310.

(A) ~~IN ADDITION TO ANY OTHER RIGHT UNDER LAW TO CANCEL RESCIND A CONTRACT, IF A CONTRACT FOR THE SALE OR TRANSFER OF A RESIDENCE IN DEFAULT IS INCLUDED IN A FORECLOSURE CONSULTING CONTRACT OR ARRANGED BY A FORECLOSURE CONSULTANT,~~ THE HOMEOWNER OF ~~THE~~ A RESIDENCE IN DEFAULT HAS THE RIGHT TO CANCEL RESCIND THE A CONTRACT FOR THE SALE OR TRANSFER OF THE RESIDENCE IN DEFAULT WITHIN 5 DAYS AFTER THE EXECUTION OF THE CONTRACT.

(B) ANY PROVISION IN A CONTRACT OR OTHER AGREEMENT CONCERNING A SALE OR TRANSFER OF A RESIDENCE IN DEFAULT THAT ATTEMPTS OR PURPORTS TO WAIVE THE HOMEOWNER'S RIGHTS UNDER THIS TITLE, CONSENT TO JURISDICTION FOR LITIGATION OR CHOICE OF LAW IN A STATE OTHER THAN MARYLAND, CONSENT TO VENUE IN A COUNTY OTHER THAN THE COUNTY IN WHICH THE PROPERTY IS LOCATED, OR IMPOSE ANY COSTS OR FILING FEES GREATER THAN THE FEES REQUIRED TO FILE AN ACTION IN A CIRCUIT COURT, IS VOID.

(C) EXCEPT WHEN A PRIMARY MORTGAGE LENDER TAKES A DEED IN LIEU OF FORECLOSURE, A SALE OR TRANSFER OF A RESIDENCE IN DEFAULT MAY NOT BE EXECUTED USING A QUITCLAIM DEED.

(D) A NOTICE OF RESCISSION UNDER THIS SECTION:

(1) SHALL BE IN WRITING BUT NEED NOT TAKE ANY PARTICULAR FORM SPECIFIED IN THIS SUBTITLE OR ANY FORM CONTAINED IN ANY AGREEMENT WITH THE PURCHASER OR TRANSFEREE; AND