

(ii) The [foreclosure] purchaser has certification or licensure that the [foreclosure] purchaser does not have;

(iii) The [foreclosure] purchaser is assisting the homeowner to "save the house" or use a substantially similar phrase; or

(iv) The [foreclosure] purchaser is assisting the homeowner in preventing a foreclosure if the result of the transaction is that the homeowner will [not complete a redemption of the property] **NO LONGER OWN THE PROPERTY**;

[(5)] ~~(3)~~ **(2)** Make any other statements, directly or by implication, or engage in any other conduct that is false, deceptive, or misleading, or that has the likelihood to cause confusion or misunderstanding, including statements regarding the value of the residence in [foreclosure] **DEFAULT**, the amount of proceeds the homeowner will receive after a [foreclosure] sale **OR TRANSFER**, any contract term, or the homeowner's rights or obligations incident to or arising out of the [foreclosure reconveyance] **SALE OR TRANSFER**; or

[(6)] ~~(4)~~ **(3)** Until the homeowner's right to ~~rescind or~~ cancel rescind the transaction has expired:

(i) Record any document, including an instrument of conveyance, signed by the homeowner; or

(ii) Transfer or encumber or purport to transfer or encumber any interest in the residence in [foreclosure] **DEFAULT** to any third party.

[(c) For purposes of subsection (b)(1) of this section, there is a rebuttable presumption that:

(1) A homeowner has a reasonable ability to pay for a subsequent reconveyance of the property if the homeowner's payments for primary housing expenses and regular principal and interest payments on other personal debt, on a monthly basis, do not exceed 60% of the homeowner's monthly gross income; and

(2) The foreclosure purchaser has not verified reasonable payment ability if the foreclosure purchaser has not obtained documents other than a statement by the homeowner of assets, liabilities, and income.

(d) (1) The foreclosure purchaser shall make a detailed accounting of the basis for the amount of a payment made to the homeowner of a property resold within 18 months after entering into a foreclosure reconveyance agreement, in accordance with (b)(2)(ii) of this section.