

(III) CONTAIN A REPRESENTATION BY THE MORTGAGE BROKER THAT THE MORTGAGE BROKER IS ACTING AS A MORTGAGE BROKER AND NOT AS A LENDER IN THE TRANSACTION.

(3) A copy of the agreement, dated and signed by the mortgage broker and the borrower, shall be provided to the borrower within 10 business days after the date the loan application is completed.

~~12-905.~~

~~(C) IN CONNECTION WITH A PREPAYMENT OF A LOAN BY A CONSUMER BORROWER, THE CREDIT GRANTOR MAY NOT IMPOSE A PREPAYMENT CHARGE.~~

12-925.

(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) "FULLY INDEXED RATE" MEANS THE INDEX RATE ~~APPLICABLE TO A, AS DEFINED IN THE MORTGAGE LOAN FOR A RESIDENTIAL REAL PROPERTY DOCUMENTS, PREVAILING AT THE TIME IT IS ORIGINATED~~ THE MORTGAGE LOAN IS APPROVED BY THE CREDIT GRANTOR, PLUS THE MARGIN THAT WILL APPLY AFTER THE EXPIRATION OF AN INTRODUCTORY INTEREST RATE.

(3) (I) "MORTGAGE LOAN" HAS THE MEANING STATED IN § 11-501 OF THE FINANCIAL INSTITUTIONS ARTICLE.

(II) "MORTGAGE LOAN" DOES NOT INCLUDE A REVERSE MORTGAGE LOAN.

(B) ~~(1)~~ A CREDIT GRANTOR MAY NOT MAKE A MORTGAGE LOAN WITHOUT GIVING DUE REGARD TO THE BORROWER'S ABILITY TO REPAY THE MORTGAGE LOAN IN ACCORDANCE WITH ITS TERMS, INCLUDING THE FULLY INDEXED RATE OF THE MORTGAGE LOAN, IF APPLICABLE, AND PROPERTY TAXES AND HOMEOWNER'S INSURANCE WHETHER OR NOT AN ESCROW ACCOUNT IS ESTABLISHED FOR THE COLLECTION AND PAYMENT OF THESE EXPENSES.

~~(2) A BORROWER IS PRESUMED TO BE ABLE TO REPAY A MORTGAGE LOAN IF AT THE TIME THE LOAN IS MADE THE BORROWER'S TOTAL SCHEDULED MONTHLY PAYMENT OBLIGATIONS, INCLUDING THE PRINCIPAL,~~