

(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

(2) IS EFFECTIVE, HOWEVER EXPRESSED, IF IT INDICATES THE INTENTION OF THE HOMEOWNER TO RESCIND THE CONTRACT.

(E) THE RIGHT TO RESCIND MAY NOT BE CONDITIONED ON THE REPAYMENT OF ANY FUNDS, PROVIDED HOWEVER THAT ANY DEBT EXISTING PRIOR TO A RESCISSION SHALL CONTINUE TO EXIST.

(F) WITHIN 10 DAYS AFTER RECEIPT OF A NOTICE OF RESCISSION, THE PURCHASER OR TRANSFEREE SHALL RETURN, WITHOUT CONDITION, ANY ORIGINAL DEED, TITLE, CONTRACT, AND ANY OTHER DOCUMENT SIGNED BY THE HOMEOWNER.

(G) DURING THE 5-DAY RESCISSION PERIOD, A DEED OR OTHER DOCUMENT AFFECTING TITLE TO THE HOMEOWNER'S RESIDENCE IN DEFAULT MAY NOT BE RECORDED.

[7-310.] 7-311.

(A) THIS SECTION APPLIES TO A CONTRACT FOR THE SALE OR TRANSFER OF A RESIDENCE IN DEFAULT THAT IS INCLUDED IN A FORECLOSURE CONSULTING CONTRACT OR ARRANGED BY A FORECLOSURE CONSULTANT.

[(a)] (B) [If a foreclosure reconveyance is included in a foreclosure consulting contract or arranged after the execution of a foreclosure consulting contract, the foreclosure] IN ADDITION TO ANY OTHER REQUIREMENT UNDER LAW, THE purchaser OF A RESIDENCE IN DEFAULT shall provide the homeowner with a document entitled "Notice [of Transfer of Deed or Title] TO HOMEOWNER".

[(b)] (C) The document entitled "Notice [of Transfer of Deed or Title] TO HOMEOWNER" shall: