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§7–310.

(a) In addition to any other right under law to rescind a contract, the homeowner of a residence in default has the right to rescind 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

(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.

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