Article - Real Property

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§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.

(b) In addition to any other requirement under law, the purchaser of a residence in default shall provide the homeowner with a document entitled "Notice to Homeowner".

(c) The document entitled "Notice to Homeowner" shall:

(1) Contain the total sales price of the residence in default and an explanation of the distribution of the proceeds of the sale, including any payments to any parties, including the foreclosure consultant;

(2) Be printed in 12 point type and written in the same language that is used by the homeowner and was used in discussions to describe the foreclosure consultant's or purchaser's services or to negotiate the transfer or sale of the property;

(3) Be dated and personally signed by the homeowner and the purchaser and witnessed and acknowledged by a notary public appointed and commissioned by the State;

(4) Describe in detail the terms of any sale or transfer including:

(i) The name, business address, telephone number, and facsimile number of the person to whom the deed or title will be sold or transferred;

(ii) The address of the residence in default;

(iii) The total consideration to be given or received, directly or indirectly, by the homeowner, purchaser, and the foreclosure consultant;

(iv) The time at which title is to be sold or transferred to the purchaser; and

(v) Any financial or legal obligations to which the homeowner may remain subject; and

(5) Contain the following statement printed in at least 14 point boldface type and located in immediate proximity to the space reserved for the homeowner's signature:

"If you change your mind about selling or transferring ownership of your property, you, the homeowner, may rescind the contract for the sale or transfer of the deed or title to your property any time within the next 5 days. See the attached Notice of Right to Rescind Contract for the Sale or Transfer of Deed or Title. After any rescission, you must repay, within 60 days, any money spent on your behalf as a result of this agreement, along with interest calculated at the rate of 8% a year.

THIS IS AN IMPORTANT LEGAL CONTRACT AND COULD RESULT IN THE LOSS OF YOUR HOME. CONTACT AN ATTORNEY BEFORE SIGNING."

(d) (1) The purchaser shall provide the homeowner with a document entitled "NOTICE OF RIGHT TO RESCIND CONTRACT FOR THE SALE OR TRANSFER OF DEED OR TITLE".

(2) The document entitled "NOTICE OF RIGHT TO RESCIND CONTRACT FOR THE SALE OR TRANSFER OF DEED OR TITLE" shall:

(i) Be a separate document and not printed on the back of any other document; and

(ii) Contain the following statement printed in at least 14 point type:

"NOTICE OF RIGHT TO RESCIND CONTRACT FOR THE SALE OR TRANSFER OF DEED OR TITLE

(Date)

You may rescind the contract for the sale or transfer of ownership of your property within 5 business days after the date you sign this document and are notified of this right.

To rescind this contract, mail or deliver a signed and dated copy of this Notice, or any other written notice expressing a similar intent to (name of purchaser) at (address of purchaser, including facsimile and electronic mail).

After any rescission, you (the homeowner) must repay any money spent on your behalf as a result of this agreement, within 60 days, along with interest calculated at the rate of 8% a year.

THIS IS AN IMPORTANT LEGAL CONTRACT AND COULD RESULT IN THE LOSS OF YOUR HOME. CONTACT AN ATTORNEY BEFORE SIGNING.

NOTICE OF RESCISSION

TO: (name of purchaser)

(address of purchaser, including facsimile and electronic mail)

I hereby rescind the contract for the sale or transfer of deed or title to my property. Please return all executed documents to me.

..... (Date)

..... (Homeowner's signature)".

(e) The purchaser shall provide the homeowner with a copy of the Notice of Right to Rescind Contract for the Sale or Transfer of Deed or Title immediately on execution of any document that includes an agreement to sell or transfer.

(f) The time during which the homeowner may rescind the contract for the sale or transfer does not begin to run until the purchaser has complied with this part.

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