

“Considered together, the Notice of Right to Cancel and the Election Not to Cancel do not constitute a "clear and conspicuous" disclosure of the three-day right to rescission under TILA. The Notice announces that there are three business days to rescind, but it is accompanied by the Election announcing in boilerplate that rescission has been declined at the outset such that no rescission period exists. These contradictory documents preclude the possibility of "clear" disclosure. Accordingly, the appellee violated TILA, and the district court erred as a matter of law by denying Rodash's summary judgment motion and granting the appellees' motion. On this ground alone, we reverse the district court.” **RODASH V. AIB MORTG. CO.**, 16 F.3d 1142 (11th Cir. 1994)