






Maryland Code

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§ 7-315 REAL PROP. Rescission of contract.

(a) *In general.* – In addition to any other right of rescission, a homeowner has the right to rescind any contract with a foreclosure surplus purchaser at any time within 10 days after the statement of audit account of the foreclosure sale.

(b) *Written notice.* – (1) Rescission occurs when the homeowner delivers, by any means, written Notice of Rescission to the address specified in the contract, with a copy to the auditor. As part of the rescission, the homeowner shall repay any consideration received directly or indirectly, together with interest calculated at the rate of 8% a year.

(2) On receipt of the Notice of Rescission, the auditor shall restate the account. The repayment of consideration and interest by the homeowner shall be incorporated by the auditor into the revised statement of account filed with the court.

(3) Upon ratification of the amended audit, the attorney named in the mortgage, mortgage assignee for purposes of foreclosure, trustee, or **substitute trustee** in making distribution of the surplus funds shall comply with the revised court-approved audit.

(c) *Written notice – Form.* – A Notice of Rescission given by a homeowner need not be in the form provided with the contract and is effective, however expressed, if it indicates the intention of the homeowner to rescind the contract.

(d) *Conditioning right of rescission on repayment prohibited.* – The right to rescind may not be conditioned on the repayment of any funds.

(e) *Return of original documents.* – Within 10 days after receipt of a Notice of Rescission given in accordance with this section, the foreclosure surplus purchaser shall return, without condition, the original contract and all other documents signed by the homeowner.

(2005, ch. [509](#); 2008, chs. [5](#), [6](#).)