

(E) FOR PURPOSES OF THIS SECTION, THE COMMISSIONER'S JURISDICTION MAY NOT APPLY TO ANY:

(1) INCORPORATED BANK, SAVINGS INSTITUTION, OR TRUST COMPANY;

(2) SAVINGS AND LOAN ASSOCIATION; OR

(3) FEDERAL OR STATE CREDIT UNION.

12-1017.

ANY CREDIT GRANTOR OR HIS OFFICER OR EMPLOYEE WHO WILLFULLY VIOLATES ANY PROVISION OF THIS SUBTITLE IS GUILTY OF A MISDEMEANOR AND ON CONVICTION IS SUBJECT TO A FINE NOT EXCEEDING \$1,000 OR IMPRISONMENT NOT EXCEEDING 1 YEAR, OR BOTH.

12-1018.

(A) EXCEPT FOR A BONA FIDE ERROR OF COMPUTATION, IF A CREDIT GRANTOR VIOLATES ANY PROVISION OF THIS SUBTITLE THE CREDIT GRANTOR MAY COLLECT ONLY THE PRINCIPAL AMOUNT OF THE LOAN AND MAY NOT COLLECT ANY INTEREST, COSTS, OR OTHER CHARGES WITH RESPECT TO THE LOAN.

(B) IN ADDITION, A CREDIT GRANTOR WHO KNOWINGLY VIOLATES ANY PROVISION OF THIS SUBTITLE SHALL FORFEIT TO THE BORROWER 3 TIMES THE AMOUNT OF INTEREST AND CHARGES COLLECTED IN EXCESS OF THAT AUTHORIZED BY THIS SUBTITLE.

12-1019.

AN ACTION FOR VIOLATION OF THIS SUBTITLE MAY NOT BE BROUGHT MORE THAN 6 MONTHS AFTER THE LOAN IS SATISFIED.

12-1020.

A CREDIT GRANTOR IS NOT LIABLE FOR ANY FAILURE TO COMPLY WITH A PROVISION OF THIS SUBTITLE IF, WITHIN 60 DAYS AFTER DISCOVERING AN ERROR AND PRIOR TO INSTITUTION OF AN ACTION UNDER THIS SUBTITLE OR THE RECEIPT OF WRITTEN NOTICE FROM THE BORROWER, THE CREDIT GRANTOR NOTIFIES THE BORROWER OF THE ERROR AND MAKES WHATEVER ADJUSTMENTS ARE NECESSARY TO CORRECT THE ERROR.

12-1021.

(A) (1) A CREDIT GRANTOR MAY REPOSSESS TANGIBLE PERSONAL PROPERTY SECURING A PLAN UNDER AN AGREEMENT IF THE CONSUMER BORROWER IS IN DEFAULT.

(2) THE CREDIT GRANTOR MAY REPOSSESS TANGIBLE PERSONAL PROPERTY FROM A CONSUMER BORROWER ONLY BY:

(1) LEGAL PROCESS; OR