

SENATE BILL 664

N1
HB 425/23 – ENT

4lr2533
CF HB 480

By: **Senator Charles**

Introduced and read first time: January 29, 2024

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property – Land Installment Contracts – Requirements and Vendor Duties**
3 **and Limitations**

4 FOR the purpose of requiring that certain signatures for the parties to a land installment
5 contract be acknowledged and include the date that the party signed the contract;
6 requiring the vendor to provide a purchaser under a land installment contract with
7 the results of a title search for the property at or before the time the purchaser signs
8 the contract; requiring the inclusion of certain notice, terms, and recitals in a land
9 installment contract; altering the percentage of the original cash price of a land
10 installment contract that the purchaser must pay before the purchaser may demand
11 a grant of the deed to the property to the purchaser; prohibiting a vendor from
12 executing an agreement with the purchaser to assign an outstanding mortgage or
13 lien secured by the property to the purchaser without granting the purchaser deed
14 to the property; and generally relating to purchases of real property by land
15 installment contract.

16 BY repealing and reenacting, without amendments,
17 Article – Real Property
18 Section 10–101(a) and (c)
19 Annotated Code of Maryland
20 (2023 Replacement Volume)

21 BY repealing and reenacting, with amendments,
22 Article – Real Property
23 Section 10–102, 10–103, 10–105, and 10–107
24 Annotated Code of Maryland
25 (2023 Replacement Volume)

26 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
27 That the Laws of Maryland read as follows:

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



Article – Real Property

10–101.

(a) In this subtitle the following words have the meanings indicated unless otherwise apparent from context.

(c) “Land installment contract” means a legally binding executory agreement under which:

(1) The vendor agrees to sell an interest in property to the purchaser and the purchaser agrees to pay the purchase price in five or more subsequent payments exclusive of the down payment, if any; and

(2) The vendor retains title as security for the purchaser’s obligation.

10–102.

(a) [Every] A land installment contract shall be evidenced by [a contract] AN INSTRUMENT DULY signed AND ACKNOWLEDGED by all parties to [it] THE INSTRUMENT, THAT INCLUDES THE DATE ON WHICH EACH PARTY SIGNED THE INSTRUMENT and [containing] CONTAINS all the terms to which [they] THE PARTIES have agreed.

(b) (1) (I) At or before the time the purchaser signs the instrument, the vendor shall deliver to [him] THE PURCHASER an exact copy OF THE INSTRUMENT AND, SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE RESULTS OF A TITLE SEARCH FOR THE PROPERTY SUBJECT TO THE LAND INSTALLMENT CONTRACT, and the purchaser shall give the vendor a receipt showing that [he] THE PURCHASER has received the copy of the instrument.

(II) THE TITLE SEARCH SHALL BE PERFORMED BY A QUALIFIED, DISINTERESTED PARTY AT THE VENDOR’S EXPENSE.

(2) (I) If the copy OF THE INSTRUMENT was not executed by the vendor at the time the purchaser signed, the vendor shall deliver a copy of the instrument signed by [him] THE VENDOR within 15 days after [he] THE VENDOR receives notice that the purchaser has signed and the purchaser shall give the vendor a receipt showing that [he] THE PURCHASER has received the copy.

(II) If the vendor fails to deliver the copy within 15 days, the contract signed by the purchaser is void at [his] THE PURCHASER’S option, and the vendor, immediately, on demand, shall refund to the purchaser all payments and deposits that have been made.

(c) (1) The receipt for the delivery of a copy of a contract shall be printed in 12-point bold type or larger, typewritten or written in legible handwriting.

(2) If contained in the contract, the receipt shall be printed, typewritten, or written immediately below the signature on the contract and shall be signed separately.

(3) IF NOT CONTAINED IN THE CONTRACT, THE RECEIPT SHALL BE SIGNED AND ACKNOWLEDGED BY THE PURCHASER AND INCLUDE THE DATE THAT THE PURCHASER SIGNED THE CONTRACT.

(d) Until the purchaser signs a land installment contract and receives a copy signed by the vendor, the purchaser has an unconditional right to cancel the contract and to receive immediate refund of all payments and deposits made on account of or in contemplation of the contract. A request for a refund operates to cancel the contract.

(e) When any payment or deposit is accepted by the vendor from a purchaser, before the purchaser signs a land installment contract and receives a copy, the vendor immediately shall deliver to [him] **THE PURCHASER** a receipt, which clearly states in 12-point type or larger, in typewriting or in legible handwriting, [his] **THE PURCHASER'S** rights under subsection (d) of this section.

(f) (1) Within 15 days after the contract is signed by both the vendor and purchaser, the vendor shall cause the contract to be recorded among the land records of the county where the property lies and shall mail the recorder's receipt to the purchaser. [This]

(2) **THE** duty of recordation and mailing of receipt shall be written clearly or printed on the contract. [Failure to do so, or to record as required under this section within the time stipulated,]

(3) A VENDOR'S FAILURE TO MEET THE REQUIREMENTS OF PARAGRAPHS (1) AND (2) OF THIS SUBSECTION gives the purchaser the unconditional right to cancel the contract and to receive AN immediate refund of all payments and deposits made on account of or in contemplation of the contract, if the purchaser exercises the right to cancel before the vendor records the contract.

10-103.

(a) Every land installment contract shall contain all the following information:

(1) The full name, the place of residence, and post office address of every party to the contract;

(2) The date when signed by the purchaser;

(3) A legal description **AND THE PHYSICAL ADDRESS** of the property covered by the contract;

(4) A disclosure, with respect to the six-month period prior to the date of purchase, of [every transfer of title to the property, the sale price of each transfer,] **THE SALE PRICE FOR EVERY TRANSFER OF TITLE TO THE PROPERTY** and the substantiated cost to the vendor of repairs or improvements **TO THE PROPERTY**;

(5) (I) AN ATTESTATION THAT THE VENDOR PROVIDED THE PURCHASER WITH THE RESULTS OF A TITLE SEARCH FOR THE PROPERTY SUBJECT TO THE LAND INSTALLMENT CONTRACT AS REQUIRED UNDER § 10-102 OF THIS SUBTITLE, SIGNED BY THE PURCHASER; AND

(II) IF TITLE TO THE PROPERTY SUBJECT TO THE LAND INSTALLMENT CONTRACT IS NOT FREE AND CLEAR OF ALL ENCUMBRANCES, A SEPARATE NOTICE BY THE VENDOR THAT THE PURCHASER HAS BEEN INFORMED THAT LIENS EXIST ON THE PROPERTY SUBJECT TO THE LAND INSTALLMENT CONTRACT AND THAT THIS MAY NEGATIVELY IMPACT THE PURCHASER'S RIGHTS TO THE PROPERTY THAT IS SIGNED BY THE PURCHASER;

[(5)] (6) A provision that the [vendee] **PURCHASER** has the right to accelerate any installment payment;

[(6)] (7) Provisions stating clearly (i) any collateral security taken for the purchaser's obligation under the contract, and (ii) whether or not the vendor has received any written notice from any public agency requiring any repairs or improvements to be made to the property described in the contract;

[(7)] (8) The following notice in 12-point bold type or larger, typewritten or handwritten legibly directly above the space reserved in the contract for the signature of the purchaser:

Notice to Purchaser

You are entitled to a copy of this contract at the time you sign it;

[(8)] (9) The following notice, in 12-point bold type or larger, typewritten or handwritten legibly, directly below the space reserved in the contract for the signature of the purchaser acknowledging the receipt of a copy of the contract:

[In] SUBJECT TO THE ABILITY OF A PURCHASER TO CURE A DEFAULT UNDER § 10-106 OF THE REAL PROPERTY ARTICLE, ANNOTATED CODE OF MARYLAND, IN the event of default, the purchaser may be liable to a default judgment; AND

(10) PROVISIONS STATING CLEARLY THE RIGHTS OF THE PURCHASER AND SELLER TO CURE A DEFAULT.

(b) The contract also shall recite in simple tabular form, the following separate items in the following order:

(1) The cash price of the property sold;

(2) Any charge or fee for any service which is included in the contract separate from the cash price;

(3) The cost to the purchaser of any insurance coverage from the date of the contract, for the payment of which credit is to be extended to the purchaser, the amount or extent and expiration date of the coverage, a concise description of the type of coverage, and every party to whom the insurance is payable;

(4) The sum of items (1), (2), and (3) **OF THIS SUBSECTION**;

(5) The amount of any down payment on behalf of the purchaser;

(6) The principal balance owed, which is the sum of item (4) of this [subtitle] **SUBSECTION** less item (5) of this [subtitle] **SUBSECTION**;

(7) **(I)** The amount and [time] **DUE DATE** of each installment payment [and the], **BROKEN OUT BY**:

**1. THE AMOUNT OF PRINCIPAL OWED FOR THE
INSTALLMENT PAYMENT; AND**

**2. THE AMOUNT OF INTEREST OWED FOR THE
INSTALLMENT PAYMENT;**

**(II) THE total number of periodic [installments] INSTALLMENT
PAYMENTS; AND**

(III) DISCLOSURE OF ANY BALLOON PAYMENTS;

(8) The interest on the unpaid balance not exceeding the percentage per annum allowed by § 12-404(b) of the Commercial Law Article, provided that points may not be charged; **AND**

(9) Any ground rent, taxes, and other public charges.

(c) The installment payments first shall be applied by the vendor to the payment of:

(1) Taxes, assessments, and other public charges levied or assessed against the property and paid by the vendor;

(2) Any ground rent paid by the vendor;

(3) Insurance premiums on the property paid by the vendor;

(4) Interest on unpaid balance owed by the purchaser at a rate not exceeding the percentage per annum allowed by § 12–404(b) of the Commercial Law Article;

AND

(5) Principal balance owed by purchaser.

(d) No vendor may place or hold any mortgage on any property sold under a land installment contract in any amount greater than the balance due under the contract, nor may any mortgage require payments in excess of the periodic payments required under the contract.

10–105.

(a) If the **LAND INSTALLMENT** contract fixes no earlier period, when [40 percent] **20%** or more of the original cash price of the property is paid, the purchaser may demand a grant of the [premises mentioned in] **PROPERTY SUBJECT TO** the contract, on the condition that [he] **THE PURCHASER** execute a purchase money mortgage to the vendor, or to a mortgagee procured by the purchaser. If any mortgage is executed [pursuant to] **IN ACCORDANCE WITH** the purchaser's demand for grant under this subsection, the purchaser is liable for expenses, such as title search, drawing deed and mortgage, one half of cost of federal and State revenue stamps, notary fees, recording, reasonable building association fees, judgment reports, and tax lien report.

(b) The periodic principal and interest payments required by the mortgage may not exceed the periodic principal and interest payments otherwise required by the land installment contract, except with the consent of the mortgagor. This consent may be evidenced by the execution of a mortgage.

(c) The mortgagee may require the usual covenants by the mortgagor for the payment of the mortgage debt, the taxes on the mortgaged property, any ground rent, and the premiums on fire and extended coverage insurance in an amount equal to the mortgage indebtedness, if obtainable, and if not, then in the highest amount of insurance obtainable. The mortgage also may require the usual remedies on default by way of a power of sale to the mortgagee, [his] **THE MORTGAGEE'S** assigns, or [his] **THE MORTGAGEE'S** attorney or assent to a decree for sale by the mortgagor pursuant to the Maryland Rules, or both.

(d) The deed and mortgage executed pursuant to this section shall supersede entirely the land installment contract.

(E) A VENDOR MAY NOT EXECUTE AN AGREEMENT WITH A PURCHASER ASSIGNING TO THE PURCHASER AN OUTSTANDING MORTGAGE OR OTHER LIEN SECURED BY THE PROPERTY THAT IS SUBJECT TO THE LAND INSTALLMENT

1 CONTRACT WITHOUT GRANTING THE PURCHASER DEED TO THE PROPERTY IN
2 ACCORDANCE WITH THIS SECTION.

3 10–107.

4 (a) Every vendor under a land installment contract shall mail or deliver a
5 statement to the purchaser:

6 (1) When [40 percent] **20%** of the original cash price has been paid; and

7 (2) (i) Annually within 30 days of January 1; or

8 (ii) On demand of the purchaser no more than twice a year.

9 (b) The statement shall show:

10 (1) The total amount paid for any ground rent, insurance, taxes, and any
11 other periodic charge;

12 (2) The amount credited to principal and interest; and

13 (3) The balance due.

14 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
15 October 1, 2024.