

CHAPTER 1

General provisions

Section

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46 PC 1-101. Application of title.

This title shall apply to any agreement, regardless of its form, that is intended to give rights in personal property, including houses on land not owned individually or entirely by the party or parties purporting to give an interest in the house, as security for the performance of any obligation. Such agreements include, among others, pledges, conditional sales agreements, chattel mortgages, and leases under which ownership of personal property is to pass upon completion of the terms of the lease.

Source: TTC §279(a) (1966); 57 TTC §1 (1970); 57 TTC §1 (1980)

46 PC 1-102. Definitions.

(1) “Creditor” as used in this title shall include any creditor, seller, lessor or other person having rights in the property as security under an agreement subject to this title.

(2) “Debtor” as used in this title shall include any debtor, buyer, lessee or other person having an equity in the property under an agreement subject to this title.

Source: TTC §279(b) & (c) (1966); 57 TTC §2 (1970); 57 TTC §2 (1980)

46 PC 1-103. Obligations of creditor and debtor in exercise of rights.

Both the debtor and the creditor have an obligation to exercise their rights in the property in good faith and with regard for the rights of the other. Each must use reasonable care in the custody and preservation of the property while in his possession.

Source: TTC §279(d) (1966); 57 TTC §3 (1970); 57 TTC §3 (1980)

46 PC 1-104. Unauthorized destruction, removal or use of property.

Prior to completion of performance of all the terms of the agreement to be performed by the debtor, whoever maliciously or with intent to defraud shall injure, destroy or conceal the property, or remove it without the consent of the creditor from the state, if any, where the agreement provides that it is to be used, or shall sell, mortgage or otherwise dispose of the property under claim of full ownership, shall be guilty of a misdemeanor and upon conviction thereof shall be imprisoned for a period of not more than six months, or fined not more than \$100, or both.

Source: TTC §279(e) (1966); 57 TTC §4 (1970); 57 TTC §4 (1980)

46 PC 1-105. Procedure if creditor fails to comply with title.

If the creditor fails to comply with this title, disposition of the property may be ordered or restrained in a civil action in court on such terms and conditions as the court deems best. If the property has been taken or disposed of by the creditor other than in accordance with this title, the debtor may recover his actual damages, if any, and in no event less than one fourth of the sum of all payments that have been made under the agreement, with interest at six percent (6%) a year.

Source: TTC §279(f) (1966); 57 TTC §5 (1970); 57 TTC §5 (1980)

46 PC 1-106. Waiver of provisions of title.

No act or agreement of the debtor before or at the time of the making of the agreement, nor any provision or statement by the debtor in such agreement, shall constitute a valid waiver of this title; except, that the agreement may stipulate that if the debtor is in default for 20 days or more, the creditor may take the property without notice.

Source: TTC §279(g) (1966); 57 TTC §6 (1970); 57 TTC §6 (1980)

46 PC 1-107. Rights of creditor subject to foreclosure only by procedures of title.

The rights of the debtor under an agreement subject to this section may only be foreclosed after default by one of the methods set forth in this title.

Source: TTC §279(h)(1) (1966); 57 TTC §7 (1970); 57 TTC §7 (1980)