

ADVISORY RULING #27
DECEMBER 17, 1975

(Formerly Administrative
Interpretation #30)

December 17, 1975

Dear

You had inquired whether this Bureau would object to contract language referring to attorneys fees when the form might be used to grant loans to consumers both above and below 12¼%.

We have no objection to the use of the following language: "I agree to pay reasonable attorney's fees in collecting any amounts due hereunder, after default, up to 15% of the unpaid debt if the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%.

We believe this language will avoid the problems raised by the language reviewed earlier in interpretive letter #15.

Respectfully,

John E. Quinn
Superintendent

JEQ/mel