

creditors of the mortgagor, and exclude them from all interest in the mortgage premises, or their proceeds of sale; but that this exclusion of such prior creditors was the privilege of the mortgagee alone, and he was entitled to have the benefit of the claims of such prior creditors against subsequent creditors, so as to reduce the proportion of the latter's interest to what it would have been, if the previous debts of the mortgagor had been fully allowed. This case has never been denied, but it should seem that its principle could hardly apply to a subsequent purchaser without notice, or to a subsequent creditor obtaining a lien by judgment or otherwise upon the mortgaged premises.

**Mortgage to secure future advances.**—By Art. 64, sec. 2<sup>20</sup> of the Code, Act of 1825, ch. 50, no mortgage shall be a lien for any other principal

A somewhat similar criticism may be made of the language of the opinion in *Glen Morris Co. v. McColgan*, 100 Md. 480.

In *Hearn v. Purnell*, 110 Md. 466, appears the following *dictum*: "But, apart from this, the deed was not recorded until two years and seven months after its execution, and *could not affect the rights of existing creditors of the deceased or those who became such after its date and before it was filed for record. And against all creditors who have become so before the recording and without notice, it would have validity and effect only as a contract for the conveyance.*" (The italics are the writer's.) The statement italicized may be, perhaps, taken as inadvertently made, as it can hardly be supposed that the Court of Appeals meant thereby to overrule the contrary doctrine which has been so long established and so often affirmed.

<sup>20</sup> As amended by the Acts of 1872, ch. 213, and 1882, ch. 471, this section is now as follows: "No mortgage or deed in the nature of a mortgage shall be a lien or charge on any estate or property for any other or different principal sum or sums of money than the principal sum or sums that shall appear on the face of such mortgage and be specified and recited therein, and particularly mentioned and expressed to be secured thereby at the time of executing the same; and no mortgage or deed in the nature of a mortgage shall be a lien or charge for any sum or sums of money to be loaned or advanced after the same is executed, except from the time said loan or advance shall be actually made; and no mortgage to secure future loans or advances shall be valid unless the amount or amounts of the same and the times when they are to be made shall be specifically stated in said mortgage; this not to apply to mortgages to indemnify the mortgagee against loss from being endorser or security, nor to any mortgages given by brewers to malsters to secure the payment to the latter of debts contracted by the former for malt and other material used in the making of malt liquors." Code 1911, Art. 66, sec. 2; *High Grade Brick Co. v. Amos*, 95 Md. 571; *Robinson v. Ins. Co.*, 55 Md. 110; *Harris v. Hooper*, 50 Md. 549; *Harrison v. R. R. Co.*, 50 Md. 505; *Appeal Tax Court v. Rice*, 50 Md. 318; *Rosenstock v. Ortwine*, 46 Md. 388; *Laeber v. Langhor*, 45 Md. 482; *Bank of Commerce v. Lanahan*, 45 Md. 408; *Maus v. McKellip*, 38 Md. 231; *Brooks v. Lester*, 36 Md. 65.