This section has no application to judgments. Robinson *v.* Consolidated Real Estate, etc., Co., 55 Md. 110.

Mortgages to building associations are not within the provisions of the act of 1825, ch. 50, or if they are, that act as to them is repealed. Robertson *v.* American Homestead Assn., 10 Md. 408; Appeal Tax Court *v.* Rice, 50 Md. 318; Franz *v.* Teutonia Bldg. Assn., 24 Md. 269.

Future advances.

A mortgage held invalid under this section because future advances were to be made under it, and the amounts so to be advanced, and the times when the advances were to be made, were not specifically stated. If this is the true situation, it makes no difference that the mortgage professes to secure a present indebtedness, or to indemnify the mortgagee against loss on a guaranty. Such mortgage will be set aside at the instance of a subsequent creditor without notice. High Grade Brick Co. *v.* Amos, 95 Md. 586.

A mortgage containing covenants to pay, in addition to the mortgage debt, counsel fees and costs to which the mortgagee might be put, is not invalid under this section. Maus *v.* McKellip, 38 Md. 236 (overruling Estate of Young, 3 Md. Ch. 473).

A mortgage to secure future advances upheld as complying with this section. The advances may be in materials instead of money. Brooks *v.* Lester, 36 Md. 69.

The act of 1825, ch. 50, does not require the length of time for which the advances are to continue, to be stated. A mortgage to secure future advances held to have priority over a junior encumbrance, though the advances were actually made subsequent thereto, and with notice thereof. Wilson *v.* Russell, 13 Md. 532.

Design of the act of 1825, ch. 50; mortgage held to comply therewith. Cole *v.* Albers, 1 Gill, 423; Maus *v.* McKellip, 38 Md. 236. And see Wilson *v.* Russell, 13 Md. 530; Estate of Young, 3 Md. Ch. 473; Gill *v.* Griffith, 2 Md. Ch. 286.

Generally.

As against creditors and purchasers or assignees of the mortgagor who may seek to redeem, the English doctrine of tacking or consolidation seems to be inconsistent with this section. Brown *v.* Stewart, 56 Md. 431.

A mortgage held not to be within the inhibitions of this section. Edelhoff *v.* Horner-Miller Co., 86 Md. 610.

The first clause of this section, applied. Harris *v.* Hooper, 50 Md. 549; Laeber *v.* Langhor, 45 Md. 482.

Cited but not construed in Hammond *v.* Hammond, 2 Bl. 386.

See sec. 31.

1904, art. 66, sec. 3. 1888, art. 66, sec. 3. 1860, art. 64, sec. 2. 1825, ch. 50. 1882, ch. 471.

3. In Baltimore and Prince George's counties 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; this not to apply to mortgages to indemnify the mortgagee against loss from being endorser or security.

Ibid. sec. 4. 1888, art. 66, sec. 4. 1860, art. 64, sec. 3. 1825, ch. 203, sec. 9. 1900, ch. 393.

4. Whenever lands or chattels real are sold and conveyed and a mortgage is given by the purchaser at the same time to secure the payment of the purchase money, in whole or in part, such mortgage shall