

acknowledged, certified to, witnessed and sealed according to law; providing the said deeds, mortgages, bonds of conveyances, bills of sale and other conveyances are in other respects in conformity with the laws; provided further, that nothing in this section shall affect the interest of *bona fide* purchasers or creditors, without notice, who may have become so previous to April 10, 1918.

See notes to this section in volume 3 of the Annotated Code.

**85A.** Repealed. (Act of 1916, ch. 151.)

1908, ch. 259. 1910, ch. 588 (p. 64). 1912, ch. 85. 1914, ch. 259. 1916, ch. 151, sec. 1A. 1918, ch. 396, sec. 1A.

**89.** Any assignment of any mortgage, which assignment has been heretofore executed and recorded, but which has not been sealed and in which no mention of any seal has been made or in which either of such defects exist, or any mortgage or assignment of mortgage defectively sworn to or not sworn to at all, shall be and they are hereby made valid to all intents and purposes, as if said mortgage or assignment of mortgage had been in such matters in full conformity with the law in force at the time of such execution. Provided, that any such mortgage or assignment of mortgage is in other respects legal and valid; and provided further, that nothing in sections 85 or 89 shall affect the rights of any *bona fide* purchaser or creditor without notice, who becomes so prior to April 10, 1918.

This section is a duplicate of article 66, section 30.

See notes to this section in volume 3 of the Annotated Code.

**89A.** Repealed. (Act of 1916, ch. 151.)

**Miscellaneous.**

**92.**

This section as it stood in 1884, held not applicable to the lease of a lot by a camp-meeting association at indefinite and variable rentals. The contention that the act of 1884 could not operate as to a lease made by a corporation because it would then impair the obligation of such corporation's charter (act of 1874), overruled. Purpose, scope and construction of this section. *Walker v. Washington Grove Assn.*, 127 Md. 565. And see *Washington Grove Assn. v. Walker*, 128 Md. 98.

The case of *Stewart v. Gorter*, 70 Md. 242, distinguished; see notes to article 21, section 1. *King v. Kaiser*, 126 Md. 221.

To the first note to this section on page 520 of volume 1 of the code, add *Brager v. Bigham*, 127 Md. 156.

See notes to section 93.

**93.**

This section draws no distinction between leases of ground and leases of buildings or building leases; generally the lease of a house or building carries with it the land upon which the building stands. The right of redemption is read into the lease. This section is for the benefit of the public and not out of consideration for the parties to the lease. No covenant, however strong, can estop the lessee from his right of redemption. The five years begin to run from the date of the lease. *Brager v. Bigham*, 127 Md. 156.