Mortgages to building associations are not within provisions of act of 1825, ch. 50, or if they are, that act as to them is repealed.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 times when advances were to be made, were not specifically stated. If this is the true situation, it makes no difference that mortgage professes to secure a present indebtedness, or to indemnify mortgagee against loss on a guaranty. Such mortgage will be set aside at instance of subsequent creditor without notice. High Grade Brick Co. *v.* Amos, 95 Md. 586. *Cf.* Western Nat'l Bank *v.* Jenkins, 131 Md. 250; Cassilly *v.* U. S. F. & G. Co., 133 Md. 688; Loan & Sav. Assn *v.* Tracey, 142 Md. 219.

A mortgage containing covenants to pay, in addition to mortgage debt, counsel fees and costs to which 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 held not to be one to secure future loans or advances within meaning of this section. History and purpose of this section. Western Nat'l Bank *v.* Jenkins, 131 Md. 250; Cassilly *v.* U. S. F. & G. Co., 133 Md. 688; Loan & Sav. Assn. *v.* Tracey, 142 Md. 219.

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

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

Design of 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 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.

An. Code, sec. 3. 1904, sec. 3. 1888, sec. 3. 1825, ch. 50. 1882, ch. 471. 1924, ch. 224, sec. 3.

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; nor are the provisions hereof intended to apply to deeds of trust in the nature of mortgages or any other deeds of trust to secure bonds, notes or other obligations.

An. Code, sec. 4. 1904, sec. 4. 1888, sec 4. 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 be preferred to any previous judgment or decree for the payment of money which may