

in the person, persons or body corporate holding the record title to such mortgage or deed in the nature of a mortgage; and if such mortgage or deed in the nature of a mortgage is duly released of record, the promissory notes, other instruments or debts secured by such mortgage or deed in the nature of a mortgage, shall both before and after the maturity of such promissory notes, other instruments or debts, be conclusively presumed to be paid so far as any lien upon the property conveyed by said mortgage or deed in the nature of a mortgage is concerned.

Under this section, title of a *bona fide* assignee of person holding record title to a mortgage, is not affected by prior unrecorded assignments and mortgage debt is presumed to belong to assignee. Assignee held to be not chargeable under circumstances with notice of prior assignment. *Morrow v. Stanley*, 119 Md. 597.

Object of this section. The court will not presume that a similar statute is in force in District of Columbia. This section only applies to mortgages recorded in this state. *Dickey v. Pocomoke Bank*, 89 Md. 295 (decided prior to the act of 1910, ch. 719). And see *Getz v. Johnston*, 143 Md. 548.

For the law on this subject prior to the act of 1892, ch. 392, see *Demuth v. Old Town Bank*, 85 Md. 323; *Dickey v. Pocomoke Bank*, 89 Md. 295.

This section held inapplicable to a mortgage given in 1889. *Cacy v. Slay*, 127 Md. 499.

See sec. 35 and notes to art. 21, sec. 35.

An. Code, sec. 26. 1904, sec. 26. 1900, ch. 457, sec. 26.

**26.** Whenever any real estate or leasehold interest therein is encumbered by a mortgage, deed or other instrument in the nature of a mortgage, except when it is otherwise agreed by the terms thereof, no annual crops pitched or cultivated by any debtor therein or those claiming under him shall pass with the said real estate or leasehold interest at any sale under or by virtue of said mortgage, deed or other instrument, but such crops shall be and remain the property of the said debtor, or those claiming under him, subject, however, to the lien mentioned in the next section.

An. Code, sec. 27. 1904, sec. 27. 1900, ch. 457, sec. 26.

**27.** After any sale mentioned in the preceding section the said debtor, or those claiming under him, and the purchaser at such sale, or those claiming under him, may agree upon a reasonable rental of the part of said real estate or leasehold interest occupied by the said crops, and the said rental so agreed upon shall be and remain a lien upon the said crops until paid in favor of said purchasers or those claiming under him, nor shall the same or any part thereof be removed until after payment. In case the said parties are unable to agree upon or for such rental, either party, or any party in interest, may apply to the court having jurisdiction over such sale or the confirmation thereof for the appointment of disinterested appraisers to determine said rental, whose award shall be final.

An. Code, sec. 28. 1904, sec. 28. 1900, ch. 457, sec. 28.

**28.** The purchaser mentioned in the preceding section, or those claiming under him shall, in addition to his other remedies, have the right to distrain for the said rental or any part thereof remaining due, as in the case of landlord and tenant, upon the ascertainment thereof as proved in the preceding section; provided, however, that nothing contained in this