

tainty, and the interest or estate intended thereby to be conveyed, shall be sufficient, if executed, acknowledged and recorded as herein required.

Object of this section. General description of all grantor's property held sufficient. *Roberts v. Roberts*, 102 Md. 153; *Lewis v. Kinnaird*, 104 Md. 658.

The omission of grantee's name from granting clause, is immaterial if his name appears elsewhere on the face of deed. *Bay v. Posner*, 78 Md. 47.

The description of grantees in a mortgage by their firm name only, held sufficient. *Bernstein v. Hobelman*, 70 Md. 40.

A deed designating the grantee as the owner of a certain house, is not sufficient. This section probably requires that the name of the grantee should always be set forth in the deed. *Schaidt v. Blaul*, 66 Md. 144.

For forms of deeds and mortgages, see sec. 56, *et seq.*

As to the meaning and effect of various covenants, see sec. 74, *et seq.*

As to the meaning of words "die without issue," or similar words, see sec. 92.

As to what a bill of sale should contain, see sec. 45.

An. Code, sec. 10. 1904, sec. 10. 1888, sec. 10. 1856, ch. 154, sec. 25.

**10.** Every deed conveying real estate shall be signed and sealed by the grantor or bargainor, and attested by at least one witness.

This section does not declare a deed invalid because it is not attested. Such deeds are valid under sec. 19, as against the grantor and purchasers with notice. The lack of attestation does not avoid the effect of registration, or its operation as constructive notice. *Brydon v. Campbell*, 40 Md. 337.

No attestation is required to render a mortgage of real estate valid. The attestation is not part of the execution of a deed. *Carrico v. Farmers', etc., Bank*, 33 Md. 244.

The certificate of acknowledgment is not conclusive of the fact of the signing and sealing. Signing by mark. *Evans v. Horan*, 52 Md. 608.

Proof held sufficient that a mortgage was sealed at time of its record, notwithstanding absence of a seal thereafter. *Van Riswick v. Goodhue*, 50 Md. 61.

An. Code, sec. 11. 1904, sec. 11. 1888, sec. 11. 1856, ch. 154, secs. 10, 11.

**11.** No words of inheritance shall be necessary to create an estate in fee simple, but every conveyance of real estate shall be construed to pass a fee simple estate, unless a contrary intention shall appear by express terms or be necessarily implied therein.

Words of limitation or inheritance are not essential to create estate in fee. *Hawkins v. Chapman*, 36 Md. 94; *Farquharson v. Eichelberger*, 15 Md. 73.

This section was never intended to apply to a reservation of privileges, the granting of an easement, or a covenant in a deed to a railway company that the company will maintain a station on the land conveyed. *Maryland, etc., R. R. Co. v. Silver*, 110 Md. 516; *Ross v. McGee*, 98 Md. 394; *Ringgold v. Derhardt*, 136 Md. 145.

This section applied. *Rogers v. Cobb*, 89 Md. 167.

For the law prior to the act of 1856, ch. 154, see *Hofsass v. Mann*, 74 Md. 405; *Foos v. Scarf*, 55 Md. 311; *Merritt v. Disney*, 48 Md. 350.

As to covenants in a deed running from and to heirs, personal representatives, etc., see sec. 74.

For a similar section applicable to wills, see art. 93, sec. 336.

An. Code, sec. 12. 1904, sec. 12. 1888, sec. 12. 1856, ch. 154, secs. 12, 26.

**12.** The word "grant," the phrase "bargain and sell," in a deed, or any other words purporting to transfer the whole estate of the grantor shall be construed to pass to the grantee the whole interest and estate of the grantor in the lands therein mentioned, unless there be limitations or reservations showing, by implication or otherwise, a different intent.