

If a party purchases what is in realty a leasehold estate, the fact that the deed in form conveys the property in fee, does not enlarge the estate conveyed. *Worthington v. Lee*, 61 Md. 539.

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

As to the law prior to the adoption of this section, see *Evans v. Brady*, 79 Md. 143.

As to conveyances bordering on streets and highways carrying to the centre thereof, see sec. 98.

An. Code, sec. 13. 1904, sec. 13. 1888, sec. 13. 1856, ch. 154, secs. 96, 97.

**13.** Every deed of any of the interests or estates mentioned in the first section of this article shall be recorded within six months from its date, in the county or city in which the land affected by such deed lies; and where it lies in more than one county, or in the city of Baltimore and a county, it shall be recorded in all the counties and the said city in which such land lies.

**Creditors, notice; parties.**

A deed not recorded as provided by this section does not affect existing creditors or creditors becoming such between the date of the deed and the date of its record. As to such creditors without notice, the deed is valid and effective only as a contract for the conveyance. Creditors held not to be charged with notice, by possession or otherwise. *Hearn v. Purnell*, 110 Md. 466. And see *Hoffman v. Gosnell*, 75 Md. 590; *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.

The rights of creditors subsequent to the date of a mortgage not recorded as provided in this section, will be protected in equity as well as at law. Such creditors share *pro rata* with the mortgagee. *Sixth Ward Bldg. Assn. v. Wilson*, 41 Md. 514.

Where a succession of mortgages—the first given to secure a loan and the others to secure renewals thereof every forty-five days thereafter—were withheld from record for more than six months for the purpose of upholding the mortgagor's credit, the last of the series of mortgages, although recorded in due time, is void as to creditors and the mortgagor's trustee in bankruptcy. *In re Noel*, 137 Fed. 694. And see *Gill v. Griffith*, 2 Md. Ch. 282. *Cf. Alexander v. Ghiselin*, 5 Gill, 180.

Although a deed be defectively executed or acknowledged, or not recorded in time, it is effective as between the parties, and against third persons with actual notice. Proof of notice. *Johnston v. Canby*, 29 Md. 211; *Phillips v. Pearson*, 27 Md. 249; *Bryan v. Harvey*, 18 Md. 127; *Williams v. Banks*, 11 Md. 198; *General Ins. Co. v. United States Ins. Co.*, 10 Md. 517; *Winchester v. Baltimore, etc., R. R. Co.*, 4 Md. 231; *Price v. McDonald*, 1 Md. 403; *United States Ins. Co. v. Shriver*, 3 Md. Ch. 381; *Salmon v. Clagett*, 3 Bl. 125; *Gill v. McAtee*, 2 Md. Ch. 256; *Ohio Life Ins. Co. v. Ross*, 2 Md. Ch. 26; *Hudson v. Warner*, 2 H. & G. 415.

The recording of a defectively acknowledged deed, does not operate as constructive notice. *Cockey v. Milne*, 16 Md. 207; *Johns v. Scott*, 5 Md. 81.

**Generally.**

The acknowledgment must be recorded along with the deed, and if it is not so recorded, the record gives no additional validity to the deed. When a certified copy of a deed from the record is admissible in evidence. How the time of the record of a deed may be proven, and when it is a question of law, and when a matter for the jury. *Budd v. Brooke*, 3 Gill, 230. And see *Johns v. Reardon*, 3 Md. Ch. 60; *Carroll v. Norwood*, 1 H. & J. 167; *Smith v. Steele*, 3 H. & McH. 103.

Under this section, a deed of trust for benefit of creditors conveying real property, must be recorded within six months in the county where the real estate lies. *Stiefel v. Barton*, 73 Md. 411. *Cf. Hoopes v. Knell*, 31 Md. 555.

An assignment of a mortgage of a term of more than seven years, if not recorded, is invalid to pass the legal title. *Lester v. Hardesty*, 29 Md. 54.

This section referred to as showing the indispensable necessity of the registration of deeds. The recording is the final and complete act which passes title; until this is accomplished, everything else is unavailing. *Nickel v. Brown*, 75 Md. 186.

A deed recorded in time as to the real estate, upheld as to such realty, although invalid as to the personal property. *Hoopes v. Knell*, 31 Md. 554.