

mortgages, may be recorded after the time herein prescribed; and when so recorded shall have, as against the grantor, his heirs or executors, and against all purchasers with notice of such deed or conveyance, and against all creditors of such grantor and his heirs who shall become so after the recording of such deed or conveyance, the same validity and effect as if recorded within the time hereinbefore prescribed; this section to apply to all deeds executed and acknowledged according to law, whether before or after the adoption of this code.

Creditors and purchasers; notice; parties.

A deed not recorded as provided in sec. 13, 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 *Cissel v. Henderson*, 88 Md. 576; *Hoffman v. Gosnell*, 75 Md. 590; *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.

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. McAttee*, 2 Md. Ch. 256; *Ohio Life Ins. Co. v. Ross*, 2 Md. Ch. 26; *Hudson v. Warner*, 2 H. & G. 415.

An instrument held to be a deed and not a mortgage, and hence not to be within the exception stated in this section. Under this section, a deed is valid as against the grantor and purchasers with notice, although not attested as required by sec. 10, and when recorded operates as constructive notice as though the attestation had not been wanting. *Brydon v. Campbell*, 40 Md. 336.

The saving clause in this section in favor of creditors, is not applicable to lien creditors alone. Distribution of funds in accordance with this section. *Stanhope v. Dodge*, 52 Md. 490; *Dodge v. Stanhope*, 55 Md. 116.

Inasmuch as a deed made in 1917 was apparently never recorded and certainly not before one made in 1918 claimed to be confirmatory, it is difficult to understand how the former can have effect as a deed. No evidence that creditors had notice of the unrecorded deed, or that the grantee took possession prior to the 1918 deed. Deed from husband to wife held fraudulent—see notes to art. 45, sec. 1. *James v. Murray*, 142 Md. 106.

Application of this section.

This section and art. 16, sec. 35, refer exclusively to deeds which are properly executed and acknowledged. *Pfeaff v. Jones*, 50 Md. 270. And see *Johns v. Reardon*, 3 Md. Ch. 58.

This section has no application to a question of priority between a mortgage and a judgment. Mortgages are especially excepted from its operation. *Knell v. Green St. Bldg. Assn.*, 34 Md. 72.

This section applied. *Barnitz v. Reddington*, 80 Md. 625.

An assignment of a mortgage is not a deed "by way of mortgage," within the exception in this section. Deed by way of mortgage defined. *Getz v. Johnston*, 143 Md. 547.

Generally.

This section does not allow the recording of mortgages after the six months. (But see art. 16, sec. 35.) *Harding v. Allen*, 70 Md. 398; *Stanhope v. Dodge*, 52 Md. 493; *Pfeaff v. Jones*, 50 Md. 271; *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.

This section does not impair the rights of parties claiming under a trust, nor equitable rights and liens. *Carson v. Phelps*, 40 Md. 100.

The same rule applies to this section as to prior ones, namely, that the title does not pass before the deed is recorded. *Nickel v. Brown*, 75 Md. 187.

As against creditors and purchasers, or assignees of the mortgagor seeking to redeem, the English doctrine of tacking or consolidation is inconsistent with this section. *Brown v. Stewart*, 56 Md. 431.