

This section referred to in construing secs. 87 and 90—see notes to sec. 90. *Eden St. Bldg. Assn. v. Lusby*, 116 Md. 177.

Cited but not construed in *Link v. MacNabb*, 111 Md. 645; *Lester v. Hardesty*, 29 Md. 54.

See secs. 13 and 21 and notes.

As to deeds and mortgages recorded after the time required by law under a decree of a court of equity, see art. 16, sec. 35.

An. Code, sec. 20. 1904, sec. 20. 1888, sec. 20. 1831, ch. 304.

20. When the grantee, his heir or executor, in any deed or conveyance, shall take possession of the lands purporting to be conveyed thereby, such deed or conveyance, after being recorded (though not recorded within six months), shall have against all persons, from the time of taking possession as aforesaid, the same effect and validity, to all intents and purposes, as if the same had been recorded in proper time; nothing herein, however, to affect in any manner the preferences and priorities declared and given in section 16 of this article.

A deed not recorded as provided in sec. 13, does not affect existing creditors nor 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. 577; *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.

Possession by grantees of grantee, is within the spirit and meaning of this section. Notice of possession—proof thereof. *Bryan v. Harvey*, 18 Md. 127.

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.

Possession held to be sufficient notice to cause inquiry. *Hardy v. Summers*, 10 G. & J. 324.

This section does not affect the rule that the title does not pass until the deed is recorded, nor does it affect the priorities given by sec. 16. *Nickel v. Brown*, 75 Md. 187.

Cited but not construed in *Gill v. Griffith*, 2 Md. Ch. 287.

See notes to sec. 19.

An. Code, sec. 21. 1904, sec. 21. 1888, sec. 21. 1831, ch. 304.

21. But as against all creditors who have become so before the recording of such deed or conveyance, and without notice of the existence thereof, such deed or conveyance shall have validity and effect only as a contract for the conveyance or assurance of the estate, interest or use, purported by such deed or conveyance to be conveyed or assured.

Since a deed recorded after the six months has validity and effect under this section as a contract for the conveyance of the property, the whole equitable estate has passed from the grantor to the grantee and the interest remaining in the grantor is not subject to execution on a judgment secured against him after the execution of the contract but before the recording of the deed. *Cramer v. Roderick*, 128 Md. 425.

Though an attaching creditor of a mortgagee becomes such prior to the assignment of the mortgage and without notice thereof, such assignment, while unrecorded, is effective from its date as a contract for a conveyance against which the attachment claim cannot prevail. *Getz v. Johnston*, 143 Md. 549.

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