

8.

Cited but not construed in *Knapp v. Knapp*, 149 Md. 220 (See notes to art. 93, sec. 290).

9.

In case of resale ordered by court at purchaser's risk, under art. 16, sec. 239, previous sale being under this section and reported to court for ratification, etc., court becomes vendor and assignee of mortgage is agent or trustee of court. Postponement of sale. Interest. *Bilbrey v. Strahorn*, 153 Md. 494.
See notes to sec. 7.

10.

Cited in dissenting opinion in *Bilbrey v. Strahorn*, 153 Md. 499.

11.

See notes to sec. 6.

12.

See notes to sec. 6.

16.

Demurrer to bill to enjoin mortgage sale was sustained for insufficient allegations, but second bill containing additional allegations, sufficient to comply with this section, prevents action on first bill from being adjudication of matters presented in second bill. *First Mort., etc., Assn. v. Nelson*, 151 Md. 187.

Case believed not to be within this section and the two following ones. What these sections contemplate. *Wolf v. Oldenburg*, 154 Md. 359 (separate opinion).

17.

See notes to sec. 16.

18.

To last note to this section, page 2205, vol. 2, of Code, add: *Cf. Wolf v. Oldenburg*, 154 Md. 358.

See notes to sec. 16.

24.

Deficiency decree against wife properly entered under this section, though she may not have been fully aware of contents of note and mortgages. *Kushnick v. Lake, etc., Assn.*, 153 Md. 638, distinguished. *Bletzer v. Cooksey*, 154 Md. 574.

See notes to art. 16, sec. 232.

25.

Notwithstanding this section, in view of art. 16, sec. 35, and art. 21, secs. 19 and 21, and sec. 44, *et seq.*, when corporation transfers mortgage note, the debt, as between holder of mortgage and assignee of notes, becomes property of latter, and mortgage is held by mortgagee in trust for assignee. Rights of such assignee superior to subsequent judgment creditor of assignor, as well as to prior general creditors or trustee in bankruptcy. Object of this section. *In re Bowling Const. Corp.*, 19 Fed. (2nd), (Dist. Ct. Md.), 604. (Affirmed in *Sapero v. Neiswender*, 23 Fed. (2nd), (C. C. A. 4th), 403, pointing out that a contrary construction would nullify provision of art. 13, secs. 49, 50, 70, 71, 75 and 76.)

This section determines ownership of debt secured by mortgage only as it affects conflicting claims with respect to rights under mortgage or in property embraced therein. *Sapero v. Neiswender*, 23 F. (2nd), (C. C. A. 4th), 405.

Mortgage clause on insurance policy held not to enure to benefit of purchasers of property under foreclosure. *Royal Ins. Co. v. Drury*, 150 Md. 229.