

ARTICLE 21.

CONVEYANCING.

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| <p>Defective Conveyances.</p> <p>87. Defectively acknowledged conveyances subsequent to 1858 made valid; provisos.</p> | <p>91. Assignment of mortgages without seal or affidavit, validating; provisos.</p> |
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Conveyances In General.

1. Lease inoperative under this section; entry thereunder creates tenancy from year to year; lease admissible in evidence. Distraint without notice—no lien as against trustee in bankruptcy. *In re Caplan*, 24F (2nd), (D. Ct. Md.), 445.
A lease for five years with privilege of renewal is not within requirements of this section as to acknowledgment and recording. *Sweeney v. Hagerstown Trust Co.*, 144 Md. 620; *Silberstein v. Epstein*, 146 Md. 257.
As alleged contract to create leasehold interest for ten years was not executed, acknowledged and recorded as required by this section, no estate passed. Enforcement of oral contract. *Hall v. Sharp Street Station*, 155 Md. 658.
9. Deed conveying absolute easement, held to comply with this section. *Kelly v. Nagle*, 150 Md. 135.
12. Cited but not construed in *Jaworski v. Wisniewski*, 149 Md. 116.
13. See notes to sec. 21 and to art. 66, sec. 25.
19. See notes to sec. 21 and to art. 66, sec. 25.
21. Instrument in form and effect a deed of trust, held deed for purpose of this section and sec. 19. Effect of deed under this section. *Kinsey v. Drury*, 146 Md. 230.
This section referred to in dissenting opinion; equitable title to mortgage debt. *Baltimore v. Harper*, 148 Md. 241.
To first and second notes to this section, page 604, vol. 1, of Code, add: And see *In re Bowling Const. Corp.*, 19 F. (2nd), (D. Ct. Md.), 606. [Affirmed in *Sapero v. Nelswender*, 23 F. (2nd), (C. C. A. 4th), 403.]
22. This section bars creditors of grantor of deed of trust recorded after expiration of six months unless procedure therein prescribed is followed. *Kinsey v. Drury*, 146 Md. 233.