that the consideration in said mortgage is true and bona fide as therein set forth.

Cited but not construed in Kinsey *v.* Drury, 146 Md. 231. See notes to secs. 21 and 22.

Where mortgage stated the consideration to be loan to persons signing same, when in fact no such loan was ever made or contemplated, held that affidavit by mortgagee was ineffective and the mortgage invalid as against subsequent mechanics' liens though valid as to money actually advanced thereunder and used in the purchase and improvement of the property as against judgment against borrower prior to his purchase of property. Groh *v.* Cohen, 158 Md. 638.

34.

This section referred to in declaring instrument to be legal mortgage. Baltimore *v.* Harper, 148 Md. 241 (dissenting opinion).

An. Code, 1924, sec. 35. 1912, sec. 34 1904, sec. 32. 1888, sec. 32. 1856, ch. 154, sec. 116. 1868, ch. 373. 1935, ch. 164.

35. An assignment of a mortgage may be made in the following form or to the like effect:

"I hereby assign the within mortgage to the assignee.

"Witness my hand and seal this........day of.........

(SEAL)."

And such assignment shall be recorded on the record in the office of the clerk of the court where the original mortgage is recorded, and at or near the foot of the said mortgage, in a blank to be left by the clerk who shall record such mortgage, and the names of the assignor or assignors and of the assignee or assignees shall be indexed in the general alphabetical index provided for in Sections 61 and 62 of Article 17 of the Annotated Code of Public General Laws of Maryland, Edition of 1924.

This section does not prevent or affect equitable assignment of mortgages by assignment of mortgage debt, nor does it impair rights of assignee thereunder, or require assignment of mortgage to be recorded to perfect assignee's title to mortgage lien even against subsequent assignee claiming under recorded assignment. Sapero *v.* Nieswender, 23 F. (2nd). (C. C. A. 4th), 403.

This section referred to in dissenting opinion: equitable title to mortgage debt. Baltimore *v.* Harper, 148 Md. 241.

The short form of assignment of mortgage does not require acknowledgment; signature in blank. National Bank *v.* Schlosser, 152 Md. 613.

An. Code, 1924, sec. 36. 1912, sec. 35. 1904, sec. 33. 1888, sec. 33. 1856, ch. 154, sec. 117. 1896, ch. 120. 1898, chs. 49, 275 and 501. 1900, ch. 81. 1902, chs. 26 and 102. 1935, ch. 482.

36. Every assignment made in the above form, or the same in substance, endorsed upon the original mortgage, shall be construed and deemed sufficient to convey to the assignee every right which the assignor possessed under said mortgage at the time of the assignment thereof, in as full and ample a manner as any instrument of writing whatever could do.

Assignment valid; no affidavit. See notes to sec. 35. National Bank *v.* Schlosser, 152 Md. 612.

42.

This section referred to in dissenting opinion: equitable title to mortgage debt. Baltimore *v.* Harper, 148 Md. 241.