

between the parties unless such of the lienees so making the advances or its agent shall make an affidavit that the consideration in said agreement is true and bona fide as therein set forth; and the said agreement may be recorded in the office of the Clerk of the Circuit Court for the county in which the land upon which said crops shall be planted or intended to be planted, is situate; and if said land lies in more than one county, then said agreement may be recorded in the office of the Clerk of the Circuit Court for each of the counties in which said land lies; and the respective clerks in whose offices shall be filed all such agreements, shall record and properly index the same in a well-bound book to be used for that purpose, and, when so recorded, the same shall be deemed sufficient to give constructive notice of said lien, to all persons, including purchasers of said crops and creditors, of said lienor, and for such recordation said clerk shall be entitled to charge and receive for recording each crop lien agreement a fee of not more than one (\$1.00) dollar; provided, however, that the liens now given to landlords under Section 24 of this Article or under any existing law, shall not be affected by this section; and provided further that in the event of a sale, under a mortgage or deed of trust executed and recorded after the effective date hereof, of the land upon which any such crop has been so seeded and/or may be growing and before said crop has been gathered or harvested, such sale shall be made subject to the said crop lien, and the rights of the lienee shall be protected in the same manner and to the same extent as the rights of the debtor would be protected under analagous circumstances under the provisions of Sections 26, 27 and 28 of Article 66 of the Annotated Code of Maryland.

For the purpose of showing the release of any crop lien agreement, the receipt of the lienee making the advances evidencing the payment of same by the borrower or lienor shall, on presentation, be recorded by the clerk of the court where the said agreement is recorded.

In so far as the provisions of this section may conflict with other Acts or parts thereof, the provisions of this section shall control.

**25.** Repealed by ch. 361 of the Acts of 1929.

See art. 21, secs. 94 and 95.

**27.**

This section referred to in overruling exceptions to title because property was subject to ground rent, in support of which a sixty-year old lease was produced; indications that rent never demanded. *Rosenthal v. Traub*, 155 Md. 169.

This section applied in *Hamburger v. Finkel*, 148 Md. 278.

Demand of one cent rent upon the holder of the leasehold in part only of the leased premises, the leasehold in the balance having been merged in the reversion by surrender, is not a demand of the rent due, the reversioners being entitled to only a portion of the rent, and consequently such demand does not prevent extinguishment of rent as result of failure to demand or pay rent for twenty years. *Arnd v. Lerch*, 162 Md. 318.

Cited but not construed in *Oxenham v. Mitchell*, 160 Md. 272.

**28.**

Where lease provides for termination of tenancy in case property is destroyed or made untenable by fire, tenancy is not terminated if property can be restored by ordinary repairs in few days. *Barry v. Herring*, 153 Md. 461.